AI-13646 **6.B.**

457 plan w/ds

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan withdrawal requests due to hardship for Employees #010456, #219308, #102717 & 026689

BACKGROUND

Fiscal Impact

Attachments

Link: requests

Link: requests

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/27/2009 11:02 AM	APRV
2	Veronica Lopez	Veronica Lopez	01/28/2009 10:25 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Monica Badillo — Started On: 01/27/2009 10:49 AM

Final Approval Date: 01/30/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Nam [redacted] #10456

Address P. [redacted] TX. 78

Social Security [redacted] Daytime [redacted]

SECTION I – Ha[redacted]

I understand that t[redacted] e to fi[redacted] nount of the withdrawal is [redacted] heavy [redacted] ained all distributions, other [redacted] dship, a[redacted] vailable to me under the Plar [redacted] y the Compa[redacted] wal will be taxable as ordinary [redacted] I receive it. In add[redacted] will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pa[redacted] ible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 10090 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? NO If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Cesar Gutierrez Date 1/26/09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Name [redacted] # 219308

Address P.O. [redacted] Texas

Social Security No. [redacted] **Home Phon** [redacted]

SECTION I – Harde [redacted]

I understand that this w [redacted] financial [redacted] t of the withdrawal is nece [redacted] y financ [redacted] all distributions, other than [redacted], and al [redacted] le to me under the Plan, as [redacted] e Comp [redacted] ill be taxable as ordinary income in the calendar year in which I receive it. In addi [redacted] apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay [redacted] edical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 10090 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? no If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 1/26/09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- *S&A* will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 980-7133

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employee #102717

Participant Nam [redacted] lveda

Address 7768 [redacted] **City** Edin [redacted] 41

Social Security N [redacted] **Daytime Phone N** [redacted]

SECTION I – Har

I understand that th[redacted]e due to financial hard[redacted]ount of the withdrawal is n[redacted]and heavy financial ne[redacted]ned all distributions, other t[redacted]l hardship, and all othe[redacted]able to me under the Plan, as well as all other plans maintained by the Company. [redacted] will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

2009 JAN 29 PM 1:13 HIDALGO COUNTY BUDGET OFFICE

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
(✓) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 10090 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? YES If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X _____ Date 01/29/09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- **S&A** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

CC 2/3/09 #026689

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name Hidalgo County 457 Deferred Comp. Plan

Participant Name [redacted] rero JR. [redacted]

Address 1222 [redacted] **City** Missi[redacted]

Social Security No. [redacted] **Daytime Phone No.** [redacted]

SECTION I – Hardsh

I understand that this w[redacted] due to financial hardship[redacted] t of the withdrawal is nece[redacted] d heavy financial need.[redacted] all distributions, other than this withdrawal due to [redacted]ardship, and all other non-taxable loans currently available to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

2009 JAN 27 PM 1 24 HIDALGO COUNTY BUDGET OFFICE

Hardship Requested $ 100 % Year-to-date deferrals don't know

Total amount deferred since you initially joined the plan $ unknown

Have you ever taken a hardship before? NONE If so what was the amount taken $_____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [signature] Date 1-22-09

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

AI-13600 **6.C.**

2008 Tier Two Report

CC REGULAR

Date:	02/03/2009
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Safety Division:
1. Discussion and action to authorize Sergio Reyes, Safety Officer, to sign for and submit the 2008 Texas Tier Two Report.
2. Discussion and action to authorize the Auditor's Department to prepare and issue a manual check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program - ZZ109-180 from account no. 9-1100-419-50-115-059-0-810.

BACKGROUND

Fiscal Impact

Attachments

Link: 2008 Tier Two

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/23/2009 10:11 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	01/30/2009 02:33 PM	APRV
3	Auditor's Office	Angela Garcia	01/30/2009 05:06 PM	APRV
Form Started By: Rosie Luna			Started On: 01/23/2009 08:43 AM	
Final Approval Date: 01/30/2009				

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY
DBM SAFETY DIVISION
2008 JAN 7 PM 4 02

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

December 16, 2008

COUNTY OF HIDALGO
ATTN: ENVIRONMENTAL HEALTH & SAFETY OFFICE
100 EAST CANO
EDINBURG, TX 78539

Attn: Environmental Health & Safety Personnel

Re: Texas Tier Two Chemical Inventory Report for Report Year 2008
TXT2 No.: **68687**

The Texas Tier Two Chemical Inventory Report for calendar year 2008 is due between January 1 and March 1 of 2009. The Texas Tier Two Program requires the use of the 2008 Tier2 Submit software to file your report. To improve our services, we have established an email address to enable Tier Two submitters to **attach the Tier2 Submit data file to an email:**

T2Sdatafiles@dshs.state.tx.us

You will need to **mail in your fee payment with the Fee Payment Form** provided at the bottom of this letter to the **CASH RECEIPTS** address. Please verify and make needed changes to the name and address on the payment form. Your unique **TXT2** Number is given on the form below and will need to be typed on:

(1) the subject line of your email,
(2) the check/money order memo line, and
(3) the State Fields screen in the Tier2 Submit software.

For further information please see:

www.texastiertwo.com or
(800) 452-2791 In-Texas Only
(512) 834-6603 Alternate Number

FEE QUESTIONS? See our Fee Calculators on the left hand side of our website.

Fee Payment Form – Texas Tier Two Chemical Reporting Program

Make check payable to: **Tier Two Chemical Reporting Program – ZZ109-180**

TXT2 No.: **68687** Total: $_____ Check No.: _____ No. of facilities: _____
Owner/Operator: COUNTY OF HIDALGO
Contact Phone No.: _____

Payment for report year(s): ☐ 2006 ☐ 2007 ☐ 2008

CASH RECEIPTS – MC 2005
DSHS – TIER TWO CHEMICAL REPORTING PROGRAM
PO BOX 149347
AUSTIN, TX 78714-9347

AI-13716 **6.D.**

rescheduling of Feb. 10th meeting

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action regarding the rescheduling of the February 10, 2009 Court meeting due to court members absence while traveling to Austin.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 04:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/30/2009 09:01 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 01/29/2009 04:15 PM	
Final Approval Date: 01/30/2009				

AI-13740 **6.E.**

Certificates of Obligation, Series 2009

CC REGULAR

Date:	02/03/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and action regarding the allocation of Certificates of Obligation, Series 2009 proceeds among various County projects.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 03:50 PM	APRV
2	Rey Salazar	Angela Garcia	01/30/2009 04:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/30/2009 04:12 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Sergio Cruz			Started On: 01/30/2009 03:37 PM	
Final Approval Date: 01/30/2009				

AI-13654 **7.B.**

Equipment Transfer

CC REGULAR

Date:	02/03/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting authorization to accept the equipment donation from Texas Association of Local Health Officials to the Health and Human Services for a Polycom V700 Serial #82082007ECF3CD to be used for video conferencing.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:**

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

BUDGETARY IMPACT:

As per Health Department, asset has an estimated value of $3000.00

Attachments

Link: TALHO Equipment Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/28/2009 07:56 AM	APRV
2	Manuel Chapa	Angela Garcia	01/29/2009 08:58 AM	APRV
3	Rey Salazar	Rey Salazar	01/30/2009 09:33 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Josie Escalante			Started On: 01/27/2009 05:45 PM	
Final Approval Date: 01/30/2009				

Texas Association of Local Health Officials

EQUIPMENT TRANSFER

From: TALHO

To: Hidalgo County Health Department

The TALHO Office submitting this form shall:

a) Retain the original with the appropriate signatures.
b) Distribute file copy to the RECEIVING PARTY

Equipment Transferred:	Serial No.	From	To
POLYCOM V700	82082007ECF3CD		

RECEIVING PARTY: _____ _____ LEE A. LANE, EXECUTIVE DIRECTOR

Signature Date Printed or typed name and title

HIDALGO COUNTY REPRESENTATIVE: _____ _____ _____

Signature Date Printed or typed name and title

Statement of Responsibility:

The Texas Association of Local Health Officials (TALHO) hereby transfers the ownership of the property listed above to the receiving party for the purpose of meeting Texas Health Alert Network goals.

The receiving entity will place the equipment on their local health department inventory in accordance with their current local inventory policy.

No warranties are provided by TALHO. By signing above, the receiving party agrees to these terms. Manufacturer's warranty may apply.

TALHO – FORM 03

AI-13615 **7.C.**

C.I.H.C.P

CC REGULAR

Date: 02/03/2009
Submitted By: Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For: Dairen Sarmiento
Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Presentation for discussion, consideration and approval of FY2008 claim from Memorial Funeral Home in the amount of $8,525.00 for funeral and burial services rendered for pauper funeral & burial services with authority for auditor to issue payment after review, audit and processing procedures are completed.

2. Presentation for discussion, consideration and approval of FY2009 claim from Memorial Funeral Home in the amount of $2,125.00 for funeral and burial services rendered for pauper funeral & burial services with authroity for auditor to issue payment after review, audit and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

YR 8 $ 10,310.00 availabla balance as of 01/30/09
YR 9 $128,999.17 availabla balance as of 01/30/09

Attachments

Link: claims

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/26/2009 02:16 PM	APRV
2	Manuel Chapa	Angela Garcia	01/29/2009 08:58 AM	APRV
3	Rey Salazar	Rey Salazar	01/30/2009 08:54 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Dairen Sarmiento Started On: 01/23/2009 11:53 AM

Final Approval Date: 01/30/2009

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

TO: Eduardo Olivarez – Chief Administrative Officer

FROM: Dairen Sarmiento – Human Services Director

DATE: Monday, January 26, 2009

RE: Memorial Funeral Home Claims - 2008

Please be advised that the following payments must be submitted as claims:

Date Of Service	Amount	Death Certificate #
12-18-08	650.00	04618 ✓
12-31-08	1350.00	04912 ✓
12-23-08	1350.00	64149 ✓
12-17-08	475.00	J2159 ✓
12-17-08	650.00	04465 ✓
12-12-08	1,350.00	04467 ✓
12-15-08	1,350.00	1704 ✓
12-22-08	1,350.00	05005 ✓
TOTAL	$8,525.00	

As per Tony Hernandez, Internal Auditor, "Due to a lapse in contract, all invoices for Memorial Funeral Home dated from 12/10/08 to 1/6/09 will have to be submitted for payment as claims, as per purchasing." All the original documents will be submitted to the County Auditors office for payment.

Please be advised that we still are pending at least ~~3~~ 4 more invoices for pauper funeral and burial services.

Should you have any questions please call me at 318-2011 or email me at dairen.sarmiento@hchd.org . Thank you.

Hidalgo County Health and Human Services Department

1304 S. 25th Street • Edinburg, Texas 78539
Tel: (956) 318-2011 • Fax: (956) 318-2019
318-2018 (Billing)

Iván Meléndez, M.D., M.B.A.
Health Authority / Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

TO: Eduardo Olivarez – Chief Administrative Officer

FROM: Dairen Sarmiento – Human Services Director

DATE: Monday, January 26, 2009

RE: Memorial Funeral Home Claims - 2009

Please be advised that the following payments must be submitted as claims:

Date Of Service	Amount	Death Certificate #
1-5-09	775.00	05026 ✓
1-5-09	1,350.00	04891 ✓
TOTAL	$2,125.00	

As per Tony Hernandez, Internal Auditor, "Due to a lapse in contract, all invoices for Memorial Funeral Home dated from 12/10/08 to 1/6/09 will have to be submitted for payment as claims, as per purchasing." All the original documents will be submitted to the County Auditors office for payment.

Please be advised that we still are pending at least ~~1~~ 2 more invoices for pauper funeral and burial services.

Should you have any questions please call me at 318-2011 or email me at dairen.sarmiento@hchd.org . Thank you.

AI-13603 **8.A.**

Membership Dues-Emergency Management Association Of Texas

CC REGULAR

Date: 02/03/2009

Submitted By: Maxine Elizondo, EMERGENCY SERVICES DIVISION

Department: EMERGENCY SERVICES DIVISION

Information

CAPTION

Requesting approval for the 2009 Membership Dues for A. A. "Tony" Pena, Jr., Emergency Management Coordinator/Fire Marshal to the Emergency Management Association of Texas in the amount of $100.00.

BACKGROUND

Statewide Emergency Management Association sponsors training etc.

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-429-00-300-023-0-810

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

$2,000.00 available as of 01/28/09.

Attachments

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/23/2009 02:50 PM	APRV
2	Erika Reyna	Erika Reyna	01/28/2009 08:45 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Maxine Elizondo

Started On: 01/23/2009 10:08 AM

Final Approval Date: 01/30/2009

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, A. A. "Tony" Pena, Jr., do hereby state that my membership in the Emergency Management Association Of Texas on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: A A Tony Pena DATE: 23 JAN 2009

TITLE: EMC/FM

Before me Sandra C. DeLeon, a Notary Public, appeared A.A. Tony Peña, and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

SANDRA C. DE LEON
Notary Public, State of Texas
My Commission Expires
08-28-2010

(SEAL)

Sandra C DeLeon

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

EMERGENCY MANAGEMENT ASSOCIATION OF TEXAS

January 22, 2009

Tony Pena
tony.pena@co.hidalgo.tx.us

INVOICE

Membership dues 2009:
delegate membership

TOTAL DUE $100

Please remit to: Nancy Davis
Emergency Management Association of Texas
2525 Wallingwood Dr., Bldg. 13A
Austin, TX 78746

If payment has already been sent, please disregard this notice.

Thank you!

If you have any questions, contact us at 877 306-EMAT (3628), or
e-mail: ematinfo@aol.com

Maxine Elizondo

From: Tony Pena
Sent: Thursday, January 22, 2009 3:34 PM
To: Maxine Elizondo
Subject: Re: emat
Attachments: image001.jpg

Emergency management association of texas. Statewide emergency management assoc. Sponsors training etc. Last membership was charlie montgomery.

From: Maxine Elizondo
To: Tony Pena
Sent: Thu Jan 22 16:07:53 2009
Subject: RE: emat
Tony I need to put it through Commissioners' Court for Approval, but I need to know what the background for this invoice is.

Maxine M. Elizondo
Administrative Secretary, E.M
100 E. Cano, 2nd Floor
Edinburg, TX 78539
Phone: 956-318-2615
Fax: 956-318-2699

From: Tony Pena [mailto:tony.pena@hidalgocountyjudge.com]
Sent: Thursday, January 22, 2009 12:33 PM
To: belinda.alvarez@co.hidalgo.tx.us; maxine.elizondo@co.hidalgo.tx.us
Subject: Fw: emat

Max do what u gotta do to get this paid.

From: ematinfo@aol.com
To: tony.pena@co.hidalgo.tx.us
Sent: Thu Jan 22 13:30:04 2009
Subject: emat
Tony,

I've attached a 2009 EMAT membership invoice. If you no longer wish to be a member, please let me know so I can update our records.

Thank you,
Chandelle Crane
EMAT office

AI-13656 **9.A.**

Cell Phone Delete Service- JP 4 PL 2

CC REGULAR

Date: 02/03/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT

Information

CAPTION

Pursuant to Hidalgo County Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for deletion of service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
JP 4 Pl 2	Judge Mary Alice Palacios	BE 1000	IC 502

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-068-001-0-532
FUNDS AVAILABLE Y/N?: N/A **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

NO BUDGETARY IMPACT. REQUEST TO END/DELETE SERVICE. rc

Attachments

Link: Delete Cell Phone Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/28/2009 10:19 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	01/28/2009 04:26 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Griselda Salazar — Started On: 01/28/2009 09:34 AM

Final Approval Date: 01/30/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-605-1155)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: Mary Alice Palacios

Employee ID #:_____ Office: JP4P12 **Budget Acct. #:**_____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☒ BE1000	☐ Data Plan	☑ Equipment Type	☐ Equipment Cost
Plan Cost	$_____	$55.00	$55.00	IC 502	$_____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	Mary Alice Palacios ↑ Print Name ↑	1/23/09 ↑ Date Signed ↑

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13634 **10.A.**

Lease agreement - Postage meter services

CC REGULAR

Date:	02/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval to enter into a 60-month lease agreement on a postage meter with Pitney Bowes an awarded vendor through TXMAS BuyBoard contract 5-36070 in the amount of $83.00/month. The lease includes the re-set, (EMA) Maintenance, rates for scale, confirmation services that save on certified / overnight & second days.

BACKGROUND

Urban County Program currently uses the services of Pitney Bowes. The 60-month agreement would lock in the above rate for that period with no additional annual fees. See attachments.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Urban County funds

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

BUDGETARY IMPACT:

Urban County will utilize 2008 CDBG funds for this lease.

Attachments

Link: postage meter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/26/2009 02:18 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/27/2009 10:21 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Estella Webber — Started On: 01/26/2009 11:00 AM

Final Approval Date: 01/30/2009

Frank Martinez

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Friday, January 23, 2009 9:02 AM
To: fmartinez@bizrgv.rr.com
Subject: Renewal for Pitney Bowes

Frank attached please find backup documentation for your request for Pitney Bowes.

Should you have any questions, please let us know.

Oscar Garza, Procurement Specialist
2802 So Bus. Hwy 281
Postal Maining Address
2812 So. Bus 281 & Corner of Canton Rd.
Edinburg, TX 78539
Phone: 956-318-2626 Ext. 4857
Fax: 956-292-7612
oscarg.garza@co.hidalgo.tx.us

Search TXMAS Contracts: [ ] Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

PITNEY BOWES
Contract TXMAS-5-36070

On-Line Catalog/Order Processing

Mail Machines/Products and Services

Corporate Office:
PITNEY BOWES
1 ELMCROFT RD.
STAMFORD CT 06926
USA

Send PO to:
PITNEY BOWES
BOYD HERING
8700 CAMERON RD., STE. 200
AUSTIN TX 78754
USA
Vendor ID: 10604950500

Invoice From:
PITNEY BOWES
1 ELCROFT ROAD
STAMFORD CT 06926
USA
Vendor ID:

Delivery:	30 DAYS ARO
FOB Point:	DESTINATION
Terms:	NET 30 DAYS
Remit To:	PITNEY BOWES P O BOX 856390 LOUISVILLE KY 40285 USA Vendor ID:
Vendor ID:	10604950500
Business Type:	Large
DUNS #:	001161793
Effective:	1/24/2005
Expires:	11/30/2011

CONTACT: BOYD HERING
Phone 800-322-8133 x72906
BOYD.HERING@PB.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 1/24/2005 through 11/30/2011 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-25F-0010M.

MAIL EQUIPMENT FOR TRAVIS COUNTY: State agency mail operations are governed by state statute and administrative rules. Tex. Gov't Code Ann., ch. 2176 (Vernon 2000 & Supp. 2006); 1 Texas Admin. Code Sec. 111.31 (2006); see also Tex. Government Code Ann. Sec. 2113.103; General Appropriations Act, S.B. 1, 79th Leg., Art. IX, Sec. 6.15 (2005). All state agencies located in Travis County are required to consult with CPA prior to purchasing, upgrading, or selling mail equipment. Texas Government Code Ann. 2176.101, .104, & .107. Contact joe.klaus@cpa.state.tx.us or call 463-3440 for assistance with any questions or concerns. To expedite your purchase or upgrade mail equipment, please answer the questions on the General Mail Equipment/Procurement Questionnaire at the following link and return to Joe Klaus, CPA Mail Operations: http://www.window.state.tx.us/procurement/tools/proc_forms/MailEquipmentProcurementQuestionnaire.doc

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $50
Maximum Order: $750,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items. OUTGOING FIRST-CLASS MAIL IN TRAVIS COUNTY (located at http://www.capitol.state.tx.us/statutes/gvtoc.html): Para. 2176.101. APPLICABILITY OF SUBCHAPTER. This subchapter applies only to outgoing first-class mail practices of a state agency located in Travis County. Para. 2176.102. COMMISSION EVALUATION. The commission shall evaluate the outgoing first-class mail practices of state agencies located in Travis County, including the lists, systems, and formats used to create mail. Para. 2176.103. DISCOUNTED POSTAL RATES. The commission shall achieve the maximum available discount on postal rates whenever acceptable levels of timeliness, security, and quality of service can be maintained using the discounted rate. Para. 2176.104. REQUIREMENT TO CONSULT WITH COMMISSION. A state agency to which this subchapter applies shall consult the commission before the agency may: (1) purchase, upgrade, or sell mail processing equipment; (2) contract with a private entity for mail processing; or (3) take actions that significantly affect the agency's first-class mail practices. Para. 2176.105. GUIDELINES FOR MEASURING AND ANALYZING FIRST-CLASS MAIL PRACTICES. (a) The commission shall adopt and distribute to each state agency to which this subchapter applies guidelines by which outgoing first-class mail practices may be measured and analyzed. The guidelines must require using the services of the United States Postal Service to the extent

possible. (b) The commission shall review and update the guidelines at least once every two years, beginning two years after the date on which the guidelines are adopted. Para. 2176.106. TRAINING. (a) Not later than the 90th day after the date on which the initial guidelines under Section 2176.105 are distributed, and at least annually beginning one year after the date of distribution, the commission shall provide training to state agency personnel who handle first-class mail. (b) The commission may use to the extent possible free training provided by the United States Postal Service. Para. 2176.107. PREREQUISITE TO UPGRADING OR REPLACING MAIL EQUIPMENT; COMPARISON AND ANALYSIS. (a) If the commission determines that upgrading existing mail production or processing equipment or purchasing new mail production or processing equipment is required to improve outgoing first-class mail practices of the commission or another state agency located in Travis County, the commission shall prepare a cost-benefit analysis demonstrating that the upgrade or purchase is more cost-effective than contracting with a private entity to provide the equipment or mail service. (b) The commission shall approve the most cost-effective method. Para. 2176.109. FEES FOR COMMISSION SERVICES. (a) The commission by interagency contract shall charge and collect fees from each state agency to which this subchapter applies for the commission's services under this subchapter. (b) The total amount charged a state agency under this section may not exceed the amount of the agency's appropriated funds for outgoing first-class mail, as determined by the Legislative Budget Board, minus the agency's fixed costs for these services. (c) The commission shall transfer to the general revenue fund the amount of a fee charged a state agency under this section that is greater than the amount of the commission's actual expenses for performing the services for the agency. Para. 2176.110. RULES. The commission shall adopt rules for state agencies to implement this subchapter.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Accounting , ADDRESS, Addressing , Addressing Systems, AddressRight, Arrival, Arrival , Ascent, Ascent, Barcode Scanner, Billing Issues, BOWES, Business Manager , carrier rate, CASS, Console, Consulting, Crystal Reports Software, DA300, DA400, DA500, DA550, DA700, DA750, DA950, Deliverability, Delivery Management & Tracking , Delivery Point , Desktop Express, DI200, DI350, DI400, DI500, DI600, DI800, DI900, DI950, Digital, Direct Mail, Direct Mail Marketing, Direct Marketing & Campaign Management , District Management, DM100, DM1000, DM200, DM300, DM400, DM500, DM550, DM800, DM900, Documatch, Document Creation , Document Distribution , Document Production , Document Storage & Retrieval , Document Stream Management , duplicate, Education & Training , Education, Training & Professional Services, Enterprise , Equipment , Equipment Repair, FastPac, Folder, FURNITURE, GROUP 1, host , Image Alert , Inserter, Integra , IntelliLink , Keys to Postal Knowledge, Laser, Laser Report Printer, LobbyTrac, MAIL , Mail Coach , mail machine, Mail Management Seminars , Mail Openers , Mailing Systems , MAILROOM, Marketing, Migration,

Monitor Stand, MyAccount.com, OfficeRight, Opener, Optional Peripherals:, PAVE , PB First, PB TMS Transportation Management System, PBMS, PC, Permit Printing Professional Install, PITNEY, POSTAGE, Postage Meters , Postage Payment Options , Postage Savings Software , Postal Payments, Postal Payments - MyAccount.com, Postal Presorting , pre-sorting, Printers, Professional Services, Reporting ., SCALE, Scales , Scanners, Scanning Software , Secure Scan , Security , Security , Service Agreements & Product Protection , Services , Shipping Systems, ShipRequest, Software , Sorters , Stamp, SUPPLIES, Supplies, Tabletop , Technology & Software Development , TMS, Tracking, undeliverable, Value of Mail, VeriMove, VeriMove Net , Workstation,

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

BuyBoard Current Vendors

Vendor	Address1	City	State	Zip	Effective	Expiration	Commodity
Pender's Music Company	314 South Elm Street	Denton	TX	76201	9/1/2008	8/31/2011	Music and Theater
Perfection Learning Corporation	1000 North 2nd Avenue	Logan	IA	51546	11/1/2006	10/31/2009	Instructional/Teaching Aid Supplies & Equipment
Perfection Learning Corporation	1000 North 2nd Avenue	Logan	IA	51546	6/1/2008	5/31/2011	Library Books, Supplies and Equipment
Peripole-Bergerault, Inc.	P.O. Box 12909	Salem	OR	973090909	9/1/2008	8/31/2011	Music and Theater
Perma-Bound Books	617 East Vandalia Road	Jacksonville	IL	62650	6/1/2008	5/31/2011	Library Books, Supplies and Equipment
Peterson's Nelnet, LLC	2000 Lenox Drive	Lawrenceville	NJ	08648	6/1/2008	5/31/2011	Library Books, Supplies and Equipment
Petroleum Traders Corporation	7110 Pointe Inverness Way	Ft. Wayne	IN	46804	6/1/2008	5/31/2009	Automotive Parts/Tires/Equipment/Fuel
Philpott Motors Ltd.	1400 US Highway 69	Nederland	TX	77627	10/1/2007	9/30/2010	Vehicles/Trucks/Buses/Trailers
Phoenix Direct Communications, Inc.	4700 E Peach Tree Drive	Chandler	AZ	85249	11/1/2006	10/31/2009	Computers/Technology/Software Supplies and Equipment
Pick International Inc	4208 Henry S. Grace Freeway	Wichita Falls	TX	76302	6/1/2008	5/31/2011	First Aid, Medical Supplies & Equipment
Pitney Bowes	1 Elmcroft	Stanford	CT	06926	11/1/2006	10/31/2009	Office Supplies & Equipment
Planet Dodge	18555 Highway 59 North	Humble	TX	77338	10/1/2007	9/30/2010	Vehicles/Trucks/Buses/Trailers
Planet Ford 6	8515 Highway 6 South	Houston	TX	77083	10/1/2007	9/30/2010	Vehicles/Trucks/Buses/Trailers
Plano Sports Center	2430 Avenue K	Plano	TX	75074	4/1/2007	3/31/2010	Athletic Supplies & Equipment
Play and Park Structures	401 Chestnut Street, Suite 310	Chattanooga	TN	37402	10/1/2007	9/30/2010	Parks & Recreation Supplies & Equipment/Field Lighting
PlayPower LT Farmington, Inc./All Play, Inc.	13909 Van Wall	Houston	TX	77040	10/1/2007	9/30/2010	Parks & Recreation Supplies & Equipment/Field Lighting
Polar Electro Inc.	1111 Marcus Avenue, Suite M15	Lake Success	NY	11042-1034	4/1/2008	10/31/2009	Computers/Technology/Software Supplies and Equipment
Pollock Paper Distributors	1 Pollock Place	Grand Prairie	TX	75050	11/1/2007	10/31/2010	Food Services Supplies & Equipment
Pollock Paper Distributors	1 Pollock Place	Grand Prairie	TX	75050	6/1/2008	5/31/2011	Custodial Supplies & Equipment
Ponder Company, Inc.	6825 Levelland #3B	Dallas	TX	75252	3/1/2006	2/28/2009	Floor Covering and Sports Surfaces
Ponder Company, Inc.	6825 Levelland #3B	Dallas	TX	75252	4/1/2008	3/31/2010	Athletic Supplies & Equipment
Powerkids Press	29 East 21st Street	New York	NY	10010	6/1/2008	5/31/2011	Library Books, Supplies and Equipment
PPG/Monarch Paint Company	111 W. Rhapsody	San Antonio	TX	78216	6/1/2007	5/31/2010	Building Maintenance, Repair & Operation
Praise Hymn Fashions	2427 Franklin Drive	Mesquite	TX	75150	6/1/2007	5/31/2010	Uniforms & Clothing Apparel

Form **8038-GC**

(Rev. November 2000)

Department of the Treasury
Internal Revenue Service

Information Return for Small Tax-Exempt Governmental Bond Issues, Leases, and Installment Sales

▶ Under Internal Revenue Code section 149(e)

Caution: *If the issue price of the issue is $100,000 or more, use Form 8038-G.*

OMB No. 1545-0720

Part I Reporting Authority

Check box if **Amended Return** ▶ ☐

1	Issuer's name **COUNTY OF HIDALGO URBAN COUNTY PROGRAM**	2 Issuer's employer identification number **74 ; 6000717**
3	Number and street (or P.O. box if mail is not delivered to street address) **1916 TESORO BLVD.**	Room/suite
4	City, town, or post office, state, and ZIP code **PHARR, TX 78577-7580**	5 Report number 5
6	Name and title of officer or legal representative whom the IRS may call for more information	7 Telephone number of officer or legal representative ( )

Part II Description of Obligations

Check if reporting: a single issue ☐ **or** on a consolidated basis ☐ .

8a	Issue price of obligation(s) (see instructions)	8a	
b	Issue date (single issue) **or** calendar year (consolidated) (see instructions) ▶		
9	Amount of the reported obligation(s) on line 8a:		
a	Used to refund prior issue(s)	9a	
b	Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b	
10	If the issuer has designated any issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check this box ▶ ☐		
11	If any obligation is in the form of a lease or installment sale, check this box ▶ ☐		
12	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box ▶ ☐		

Sign Here

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Issuer's authorized representative — Date

DIANA R. SERNA, UCP DIRECTOR
Type or print name and title

General Instructions

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

Purpose of Form

Form 8038-GC is used by the issuers of tax-exempt governmental obligations to provide the IRS with the information required by section 149(e) and to monitor the requirements of sections 141 through 150.

Who Must File

Issuers of tax-exempt governmental obligations with issue prices of less than $100,000 must file Form 8038-GC.

Issuers of a tax-exempt governmental obligation with an issue price of $100,000 or more must file **Form 8038-G,** Information Return for Tax-Exempt Governmental Obligations.

Filing a separate return. Issuers have the option to file a separate Form 8038-GC for any tax-exempt governmental obligation with an issue price of less than $100,000.

An issuer of a tax-exempt bond used to finance construction expenditures must file a separate Form 8038-GC for each issue to give notice to the IRS that an election was made to pay a penalty in lieu of arbitrage rebate (see the line 12 instructions).

Filing a consolidated return. For all tax-exempt governmental obligations with issue prices of less than $100,000 that are not reported on a separate Form 8038-GC, an issuer must file a consolidated information return including all such issues issued within the calendar year.

Thus, an issuer may file a separate Form 8038-GC for each of a number of small issues and report the remainder of small issues issued during the calendar year on one consolidated Form 8038-GC. However, a separate Form 8038-GC must be filed to give the IRS notice of the election to pay a penalty in lieu of arbitrage rebate.

When To File

To file a **separate return,** file Form 8038-GC on or before the 15th day of the second calendar month after the close of the calendar quarter in which the issue is issued.

To file a **consolidated return,** file Form 8038-GC on or before February 15th of the calendar year following the year in which the issue is issued.

Late filing. An issuer may be granted an extension of time to file Form 8038-GC under Section 3 of Rev. Proc. 88-10, 1988-1 C.B. 635, if it is determined that the failure to file on time is not due to willful neglect. Type or print at the top of the form, "This Statement Is Submitted in Accordance with Rev. Proc. 88-10." Attach to the Form 8038-GC a letter briefly stating why the form was not submitted to the IRS on time. Also indicate whether the obligation in question is under examination by the IRS. Do not submit copies of any bond documents, leases, or installment sale documents. See **Where To File** below.

Where To File

File Form 8038-GC, and any attachments, with the Internal Revenue Service Center, Ogden, UT 84201.

Other Forms That May Be Required

For rebating arbitrage (or paying a penalty in lieu of arbitrage rebate) to the Federal government, use **Form 8038-T,** Arbitrage Rebate and Penalty in Lieu of Arbitrage Rebate. For private activity bonds, use **Form 8038,** Information Return for Tax-Exempt Private Activity Bond Issues.

Rounding to Whole Dollars

You may show the money items on this return as whole-dollar amounts. To do so, drop any amount less than 50 cents and increase any amount from 50 to 99 cents to the next higher dollar.

Definitions

Obligations. This refers to a single tax-exempt governmental obligation if Form 8038-GC is used for separate reporting or to multiple tax-exempt governmental obligations if the form is used for consolidated reporting.

Tax-exempt obligation. This is a bond, installment purchase agreement, or financial lease, on which the interest is excluded from income under section 103.

Tax-exempt governmental obligation. A tax-exempt obligation that is not a private activity bond (see below) is a tax-exempt governmental obligation. This includes a bond issued by a qualified volunteer fire department under section 150(e).

Private activity bond. This includes an obligation issued as part of an issue in which:

- More than 10% of the proceeds are to be used for any private activity business use, **and**

- More than 10% of the payment of principal or interest of the issue is **either (a)** secured by an interest in property to be used for a private business use (or payments for such property) **or (b)** to be derived from payments for property (or borrowed money) used for a private business use.

It also includes a bond, the proceeds of which **(a)** are to be used to make or finance loans (other than loans described in section 141(c)(2)) to persons other than governmental units and **(b)** exceeds the lesser of 5% of the proceeds **or** $5 million.

Issue. Generally, obligations are treated as part of the same issue only if they are issued by the same issuer, on the same date, and as part of a single transaction, or a series of related transactions. However, obligations issued during the same calendar year **(a)** under a loan agreement under which amounts are to be advanced periodically (a "draw-down loan") or **(b)** with a term not exceeding 270 days, may be treated as part of the same issue if the obligations are equally and ratably secured under a single indenture or loan agreement and are issued under a common financing arrangement (e.g., under the same official statement periodically updated to reflect changing factual circumstances). Also, for obligations issued under a draw-down loan that meets the requirements of the preceding sentence, obligations issued during different calendar years may be treated as part of the same issue if all of the amounts to be advanced under the draw-down loan are reasonably expected to be advanced within 3 years of the date of issue of the first obligation. Likewise, obligations (other than private activity bonds) issued under a single agreement that is in the form of a lease or installment sale may be treated as part of the same issue if all of the property covered by that agreement is reasonably expected to be delivered within 3 years of the date of issue of the first obligation.

Arbitrage rebate. Generally, interest on a state or local bond is not tax exempt unless the issuer of the bond rebates to the United States arbitrage profits earned from investing proceeds of the bond in higher yielding nonpurpose investments. See section 148(f).

Construction issue. This is an issue of tax-exempt bonds that meets both of the following conditions:

1. At least 75% of the available construction proceeds of the issue are to be used for construction expenditures with respect to property to be owned by a governmental unit or a 501(c)(3) organization. **and**

2. All of the bonds that are part of the issue are qualified 501(c)(3) bonds, bonds that are not private activity bonds, or private activity bonds issued to finance property to be owned by a governmental unit or a 501(c)(3) organization.

In lieu of rebating any arbitrage $^1/_2$t may be owed to the United States, the issuer of a construction issue may make an irrevocable election to pay a penalty. The penalty is equal to 1 % of the amount of construction proceeds that do not meet certain spending requirements. See section 148(f)(4)(C) and the Instructions for Form 8038-T.

Specific Instructions

In general, a Form 8038-GC must be completed on the basis of available information and reasonable expectations as of the date the issue is issued. However, forms that are filed on a consolidated basis may be completed on the basis of information readily available to the issuer at the close of the calendar year to which the form relates, supplemented by estimates made in good faith.

Part I—Reporting Authority

Amended return. If this is an amended Form 8038-GC, check the amended return box. Complete Part I and only those lines of Form 8038-GC that are being amended. Do not amend estimated amounts previously reported once the actual amounts are determined. (See the Part II instructions below.)

Line 1. The issuer's name is the name of the entity issuing the obligations, not the name of the entity receiving the benefit of the financing. In the case of a lease or installment sale, the issuer is the lessee or purchaser.

Line 2. An issuer that does not have an employer identification number (EIN) should apply for one on **Form SS-4,** Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM. If the EIN has not been received by the due date for Form 8038-GC, write "Applied for" in the space for the EIN.

Line 5. After the preprinted 5, enter two self-designated numbers. Number reports consecutively during any calendar year (e.g., 534, 535, etc.).

Part II—Description of Obligations

Line 8a. The issue price of obligations is generally determined under Regulations section 1.148-1(b). Thus, when issued for cash, the issue price is the price at which a substantial amount of the obligations are sold to the public. To determine the issue price of an obligation issued for property, see sections 1273 and 1274 and the related regulations.

Line 8b. For a single issue, enter the date of issue, generally the date on which the issuer physically exchanges the bonds that are part of the issue for the underwriter's (or other purchaser's) funds; for a lease or installment sale, enter the date interest starts to accrue. For issues reported on a consolidated basis, enter the calendar year during which the obligations were issued

Lines 9a and 9b. For line 9a, enter the amount of the proceeds that will be used to pay principal, interest, or call premium on any other issue of bonds, including proceeds that will be used to fund an escrow account for this purpose. Both line 9a and 9b may apply to a particular obligation. For example, report on line 9a and 9b obligations used to refund prior issues which represent loans from the proceeds of another tax-exempt obligation.

Line 11. Check this box if property other than cash is exchanged for the obligation, e.g., acquiring a police car, a fire truck, or telephone equipment through a series of monthly payments. (This type of obligation is sometimes referred to as a "municipal lease.") Also check this box if real property is directly acquired in exchange for an obligation to make periodic payments of interest and principal. **Do not** check this box if the proceeds of the obligation are received in the form of cash, even if the term "lease" is used in the title of the issue.

Line 12. Check this box if the issue is a construction issue and an irrevocable election to pay a penalty in lieu of arbitrage rebate has been made on or before the date the bonds were issued. The penalty is payable with a Form 8038-T for each 6-month period after the date the bonds are issued. Do not make any payment of penalty in lieu of rebate with Form 8038-GC. See Rev. Proc. 92-22, 1992-1 C.B. 736, for rules regarding the "election document."

Paperwork Reduction Act Notice

We ask for the information on this form to carry out the Internal Revenue laws of the United States. You are required to give us the information. We need it to ensure that you are complying with these laws.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file this form varies depending on individual circumstances. The estimated average time is:

Learning about the law or the form .....1 hr., 58 min.

Preparing the form .....3 hr., 3 min.

Copying, assembling, and sending the form to the IRS .....16 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Tax Forms Committee, Western Area Distribution Center, Rancho Cordova, CA 95743-0001. **Do not** send the form to this address. Instead, see **Where To File** on page 1.



Pitney Bowes

Engineering the flow of communication™

State & Local Term Rental account # 60

Your Business Information

	CAN #	ORDER #	
COUNTY OF HIDALGO URBAN COUNTY PROGRAM			
Full legal name of renter	DBA name of renter	Tax ID # (FEIN/TIN)	
1916 TESORO ST	PHARR	TX	78577-7580
Billing address	City	State	Zip+4
Billing contact name	Billing contact phone #	Billing CAN #	
1916 TESORO ST	PHARR	TX	78577-7580
Installation address (If different than billing address)	City	State	Zip+4
		15338960881	
Installation contact name	Installation contact phone #	Installation CAN #	
Credit Card #	Name on card	Exp date	Type of card
Tax exempt #	State tax (if applicable)	Fiscal period (from - to)	

Your Business Needs

Qty	Business Solution Description
	Mail Stream Solution - 1
1	DM100 Desktop Mailing System w/ Moistener, 10 Accts & 5 I
1	IntelliLink Interface / PSD for DM100
1	Confirmation Services Welcome Kit for DM100
1	Professional Installation & Confirmation Services Training for
1	IntelliLink Subscription with Value Based Services
1	DF100 Letter Perfect Folder

Check items to be included in customer's payment

- [X] **Equipment Maintenance** *Provides service coverage including certain parts and labor*
- [ ] **Software Maintenance** *Provides revision updates and technical assistance*
- [X] **Soft-Guard® Subscription** *Provides postal and carrier updates*
  If you do not elect to include Soft-Guard® protection with your lease, you will automatically receive updates at the then-current rates.
- [X] **IntelliLink™ Subscription / Meter Rental / Confirmation Services / Purchase Power Subscription**
  Provides simplified billing and includes ( ) resets per year
  (x) Confirmation Services Electronic access to postal confirmation services
  (x) Purchase Power Subscription
- [ ] **EasyPermitPostage® Subscription** *Allows you to pay for permit mail.*
  As a permit mail user, you will be contacted to establish your EasyPermitPostage® account.
  See Purchase Power Terms and Conditions

Your Payment Plan

Number of months	Monthly amount*
First (60)	($83)

*Monthly Billing Only.

( ) Required advance check of $ received
( ) Tax exempt certificate attached
Initial rental term_____

Your Acknowledgement

By your signature as "Renter" below, you request that we rent to you the equipment described above or on any schedule attached hereto (the "Equipment") for essential governmental purposes in consideration of your payment to us of the amounts set fo in the Payment Schedule, subject to the terms and conditions provided in this Agreement. For purposes of this Agreement, all payments set forth in the Payment Schedule shall be referred to as the "Total Payments." The payments referred to in Payment Schedule other than the "Final Payment" shall be referred to singularly as a "Period Payment" and collectively as the "Period Payments." Your offer will be binding on us when we accept it by having an authorized employee sign it. All payme hereunder shall be payable only to us at our executive offices unless we direct you otherwise in writing.

1. NON-APPROPRIATION. You warrant that you have funds available to pay the Total Payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to pay the Total Payments in each subsequent fiscal period throu the end of your Initial Term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to pay the Total Payments is denied, you may terminate this Agreement on the last day of the fiscal period for which fu have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue this Agreement for the next succeeding fiscal period, and (ii) satisfaction of charges and obligations under this Agreement incurred through the end of the fiscal period for which funds have been appropriated, including the return of the Equipment at your expense.

Signature	Date	
Print name	Title	Email address
Stanford Todd	042	
Account rep	District office	PBGFS acceptance

AI-13641 **10.B.**

Fire Equip quotes - City of Edcouch

CC REGULAR

Date:	02/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval to purchase Fire Fighting equipment from Mobile Relays in the amount of $6,857.40 for the Fire Station/Equipment Project in the City of Edcouch utilizing Year 21 (2008) funds.

BACKGROUND

City of Edcouch has requested and received three written quotes for the Fire Station/Equipment purchase of radios, chargers and cases for the use of the City of Edcouch Volunteer Fire Department. The lowest qualified quote was received from Mobile Relays in the amount of $6,857.40. (See attached price quotation sheet).

Purchase Amount: $ 6,857.40

Funds Available: $ 6,857.40 (2008 Fire Station/Equipment funds)

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Urban County will utilize 2008 Fire Station/Equipment funds for this project.

Purchase Amount: $6,857.40
Funds Available: $6,857.40 (2008 Fire Station/Equipment funds)

Attachments

Link: Edcouch FD

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/27/2009 08:15 AM	APRV
2	Veronica Lopez	Veronica Lopez	01/27/2009 10:27 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Estella Webber — Started On: 01/26/2009 04:00 PM

Final Approval Date: 01/30/2009

URBAN COUNTY PROGRAM
COUNTY OF HIDALGO

Price Quotations

VENDOR #1

Name: BEN MARTINEZ **Person Contacted:** BEN MARTINEZ **Phone:** (956) 682-4444

Item#	Quantity	Description	Amount
	20	KENWOOD PORTABLES MODEL TK2202 WITH DESK CHARGERS ANTENNAS, TUNED TO FIRE REPEATER AND USERS CHANNELS 5 WATT RADIOS, WITH ELSA REPEATER DIGITAL CODE.	4,780.00
	2	60 WATT KENWOOD MOBILE RADIO MODEL TK7160, TUNED TO EDCOUCH CHANNELS, AND ELSA REPEATER CODE.	799.90
	20	LAPEL SPEAKER HEAVY DUTY FIRE & POLICE MIKES FOR POLICE AND FIRE SERVICE	1,020.00
	20	LEATHER CASES FOR PROTABLE 2212 RADIOS	840.00
			7,439.90 ✓

VENDOR #2

Name: A&B COMMUNICATIONS **Person Contacted:** RICHARD FLORES **Phone:** (800) 460-4724

Item#	Quantity	Description	Amount
	20	KENWOOD TK2002 VHF PORTABLE RADIO, 5 WATTS 16 CHANNELS. INCLUDES KNB45L BATTERY, KSC-35K CHARGER KRA-26M ANTENNA AND KBH-10 BELT CLIP	4,544.00
	20	REMOTE SPEAKER MICS	1,312.00
	20	KLN-126 NYLON CASES (LEATHER NOT AVAILABLE)	224.00
<	2	TK-7160HK (CONVENTIONAL) 136-174 MHZ 50 WATTS, 128 CHANNELS. INCLUDES POWER CABLE, BRACKET, MIC, AND HARDWARE.	852.80
<	2	ASP7455 3DB GAIN ROOF MOUNT ANTENNAS W/CABLES & CONNECTORS	155.50
		Shipping qty	106.32 7,194.62 ✓

VENDOR #3

Name: MOBILE RELAYS **Person Contacted:** JIM HANSHAW **Phone:** (956) 682-5224

Item#	Quantity	Description	Amount
	20	KENWOOD TK2202L VHF 5 WATT PORTABLE W/2000MAH LI-LON BATTERY, DESK CHARGER, ANTENNA AND BELT CLIP REG $284.00 (US RADIO PRODUCT W/WARRANTY)	4,300.00
	20	KMC-21 LAPEL MICROPHONE US RADIO PRODUCT W/WARRANTY	773.40
	20	LEATHER CASE W/BELT LOOP 7202B	780.00
<	2	KENWOOD TK-7160 HIGH POWER VHF MOBILE (NOTE: 50 WATT RADIO, NOT AVAILABLE IN 60 WATT AS DESCRIBLED) (US RADIO PRODUCT W/WARRANTY)	796.00
<	2	3 DB GAIN ROOF MOUNT VHF ASP 1450 Antena -	88.00
		Quote Verified w/ Art Caballero - Agencia 1/22/09	6,857.40 ✓

Recommendation: City recommendation is Mobile Relays

Requested by: Veronica Montoya 1/6/09 Date **Approved by:** [signature] Date 1/6/09

JAN 6 2009

Edcouch Volunteer Fire Department

EDUARDO CONTRERAS — Fire Chief
BENITO OLIVAREZ — Asst. Chief
NOE MARTINEZ — Batt. Chief
CLAUDIO RUIZ, III — Captain
PILAR GARCIA, III — Lt.
DAWN RODRIGUEZ — Secretary

Specifications

20 Kenwood or equal to, portable 5 watt model TK-2202 with desk chargers and antennas. Tuned to users channel/repeaters and direct channels.

20 Lapel Microphone for portable Kenwood or equal to, TK-2202 radios or equal to.

20 Leather cases for portable TK-2202 radios or equal to

2 Kenwood or equal to, mobile 60 watt heavy duty radio model TK-7160H tuned to users channels repeaters and direct channels.

- ☐ Including all programming.
- ☐ Including shipping and handling or freight.
- ☐ Including Warranty

202 W. Santa Rosa ★ P.O. Box 100 ★ Edcouch, Texas 78538
(956) 262-5522 ★ FAX: (956) 262-2920

PROPOSAL PREPARED FOR: 12/29/2008

Edcouch Volunteer Fire Dep.
202 W. Santa Rosa PO Box 100
Edcouch, Texas 78538
Attn. Veronica Montoya City Sec. / Asst. Chief Benito Olivarez
Tel 956-262-2140 fax 956-262-2920

Item	Qty	Equipment	Unit	Extended
		Edcouch Request for Quote Vol. Fire Dept. Radio's"		
1	20	Kenwood TK-2202L VHF 5 Watt Portable w/ 2000mAh Li-Ion Battery, desk charger, Antenna and Belt Clip Reg $284.00 **(US Radio Product w/ Warranty)**	$215.00	$4,300.00
2	20	KMC-21 Lapel Microphone **US Radio Product w/ Warranty**	$38.67	$773.40
3	20	**Leather** Case w/ Belt Loop 7202B	$39.00	$780.00
4	2	Kenwood TK-7160 High Power VHF Mobile **(Note: 50 Watt radio. Not available in 50 Watt as as described) (US Radio Product w/ Warranty)**	$398.00	$796.00
5	2	3 db Gain Roof Mount VHF ASP1450	$44.00	$88.00

Notes:

EQUIPMENT TOTAL	$6,737.40
Installation	$120.00
Freight	$0.00
Other	$0.00
Tax	exempt
TOTAL	$6,857.40

PREPARED BY: JIM HANSHAW/PRIMO RAMOS 956.682.5224 jimhanshaw@mobilerelays.com

MOBILE RELAYS P.O. BOX 1808 515 - S. 12TH McAllen, Texas 78505-1808 Tel 956-682-5224 Fax 682-9114
1975 77 Sunshine Strip San Benito, Texas 78586 Tel 956-399-1098 Fax 56-399-1193

COMMUNICATIONS

December 30, 2008

To: Veronica Montoya
City Secretary, City of Edcouch

From: Richard Flores
A & B Communications

Subject: Radio Equipment Proposal

Qty.	Description	Unit	Extended
20	Kenwood TK2002 VHF Portable radio, 5 watts 16 channels. Includes KNB45L battery, KSC-35K charger KRA-26M antenna and KBH-10 belt Clip	$ 227.20	$4,544.00
20	Remote Speaker mics	$ 65.60	$ 1,312.00
20	KLN-126 Nylon cases (Leather not available)	$ 11.20	$ 224.00
2	TK-7160HK (Conventional) 136-174 MHz 50 watts, 128 channels. Includes Power cable, bracket, mic and hardware.	$426.40	$ 852.80
2	ASP7455 3db gain roof mount antennas w/cables & connectors	$ 77.75	$ 155.50
	Shipping		$ 106.32
	Programming		Included
	Taxes		Exempt
	Total		$7,194.62

- *Manufacturer's warranty is for 2 years on radio equipment and 1 year on accessories*

I added the mobile antennas thinking it might have been an oversight; if not we can remove those items and make the necessary adjustments to the overall cost. If you have any questions or need additional information regarding this quote, please do not hesitate to call me.

Respectfully,

Richard Flores
Project Coordinator
A & B Communications

San Antonio - Corpus Christi - Bay City - Houston
Headquarters 4813 Leopard St.
Corpus Christi, Tx 78408
(361)884-3083 – (800)460-4724 Toll Free – (361)884-5671 Fax

BEN MARTINEZ

QUOTE

(TWO WAY RADIO SERVICE)
P.O. BOX 1358
McALLEN, TX. 8505
Phone Number (956) 682-4444
Mobile Number (956) 454-3682

SOLD TO:
EDCOUCH FIRE DEPT
CITY OF EDCOUCH
202 W. SANTA ROSA
EDCOUCH, TX. 78538

DATE 12,30,08

RE:
COMMUNICATIONS DEPT

QUANTITY			
20	KENWOOD PORTABLES MODEL TK2202 WITH DESK CHARGERS ANTENNAS, TUNED TO FIRE REPEATER AND USERS CHANNELS 5 WATT RADIOS, WITH ELSA REPEATER DIGITAL CODE	$ 239.00	$ 4,780.00
2	50 60 WATT KENWOOD MOBILE RADIO MODEL TK7160, TUNED TO EDCOUCH CHANNELS, AND ELSA REPEATER CODE.	$ 399.95	$ 799.90
20	LAPEL SPEAKER HEAVY DUTY FIRE & POLICE MIKES FOR POLICE AND FIRE SERVICE, FOR TI	$ 51.00	$ 1,020.00
20	LEATHER CASES FOR PORTABLE 2212 RADIOS	$ 42.00	$ 840.00
			$ 7,439.90
			$ 7,439.90

Call: (956) 682-4444 BEN MARTINEZ AMOUNT

THANK YOU FOR YOUR BUSINESS!

AI-13635 **10.C.**

Contracts - Home Rehab applicants

CC REGULAR

Date:	02/03/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction of the following:

1. (1) Unit in the City of Elsa in the amount of $37,440.00 & (1) Unit in the Countywide area in the amount of $37,440.00 to G & G Construction.
2. (1) Unit in the City of San Juan in the amount of $47,900.00 & (1) Unit in the Countywide area in the amount of $47,900.00 to Rolando General Construction.
3. (1) Unit in the Countywide in the amount of $ 37,000.00 to GMH Construction.

BACKGROUND

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioners' Court on November 11 & 25, 2008. Bid was received and opened at the Hidalgo County Purchasing Department on Wednesday, January 21, 2009.

Fiscal Impact

Attachments

Link: bids - Home Rehab

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/26/2009 02:19 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/27/2009 10:24 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Estella Webber — Started On: 01/26/2009 11:07 AM

Final Approval Date: 01/30/2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME:COUNTY OF HIDALGO COUNTY URBAN COUNTY PROGRAM

BID OPENING DATE: JANUARY 21, 2009 | BID OPENING TIME: 9:30 A.M.

DESCRIPTION OF BID: The demolition and reconstruction of three (3) units in the county wide area along with one (1) unit in the city of San Juan and one (1) unit in the city of Elsa.

CONTRACTORS	R. Aquirre	M. Torres	O. Ozuna	M.P. Davila	J. Mendoza	
G & G Construction	$ 54,444.00	$ 37,440.00	$ 37,440.00	$ 37,440.00	$ 54,440.00	
Rolandos General Construction	$ 47,900.00	$ 37,800.00	$ 37,800.00	$ 37,800.00	$ 47,900.00	
J.D. VILLARREAL CONSTRUCTION	$ 58,900.00	$ 44,000.00	$ 43,000.00	$ 44,000.00	$ 59,800.00	
GMH CONSTRUCTION			$ 37,000.00			

AI-13725 **11.A.**

Hidalgo County's Agenda for 81st Legislative Session
CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Submitted For:	Sofia Hernandez
Department:	BUDGET & MANAGEMENT
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and appropriate action regarding Hidalgo County's Legislative Agenda for the 81st Session of the Texas Legislature and other legislative issues affecting Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:14 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/30/2009 02:46 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 01/30/2009 11:04 AM	
Final Approval Date: 01/30/2009				

AI-13636 **12.A.**

Planning Department

CC REGULAR

Date:	02/03/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Preliminary Approval of Subdivision Plat
   a. La Frontera Estates Phase III – Pct. 1 (Allen Cohrs)

2. Final Approval of Subdivision Plats
   a. Johnson Estates Subdivision – Pct. 1 (Glenn Johnson)
   b. North San Carlos Phase 2 Subdivision – Pct. 4 (Juan Molina)
   c. Rivera Estates Subdivision – Pct. 3 (Ruben Rivera)

BACKGROUND

Fiscal Impact

Attachments

Link: La Frontera Estates Ph. 3 - Preliminary

Link: La Frontera Estates 3;Plat

Link: Johnson Estates - Final

Link: Johnson Estates;Plat

Link: North San Carlos Ph. 2 - Final

Link: North San Carlos 2;Plat

Link: Rivera Estates - Final

Link: Rivera Estates;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/26/2009 02:20 PM	APRV
2	Dale Kennan	Dale Kennan	01/26/2009 04:06 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Nora Cavazos			Started On: 01/26/2009 11:09 AM	
Final Approval Date: 01/30/2009				

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 26, 2009

RE: **La Frontera Estates Phase 3 Subdivision– Pct. 1**
Preliminary Approval

La Frontera Estates Phase 3 is a ninety four (94) lot subdivision located on the West side of Valverde Road approximately 1 ½ mile South of Business 83.

The proposed Subdivision lies within the City of Donna E.T.J.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on June 09, 2008. The proposed subdivision lies within a Zone "B" as per FEMA's FIRM.

The proposed subdivision plat will dedicate forty five (45) feet on Valverde Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by OSSF. Soil Analysis were conducted by Jose A. Gonzalez and approved by the Hidalgo County Environmental Health Department.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Juarez Avenue that will serve as the primary server of water for the development.

The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code. Staff comments are attached for your review.

The Hidalgo County Advisory Board convened and recommended **Preliminary Approval** on **January 20, 2009** subject to staff comments, future recommendations by Planning and other departments and the approval from the City of Donna.

LOG OF ITEMS LACKING DURING SUBDIVISION REVIEW

Name of Subdivision: **La Frontera Estates Phase III 2nd Review** **Page** 1 of 2

Item Log	*DESCRIPTION OF ITEMS:* *Plat is subject to additional comments from Planning, Right of Way, Health and HCDD No. 1 prior to consideration for final approval.*	Date	Initials
		01-16-09	JRT
A	**SHEET 1 of 5 COMMENTS:** Verify Green Meadows subdivision recorded volume and page numbers on subdivision legal description.		
B	PLAT NOTES: 5] BM1; specify the exact location on the south side of Juarez Road		
C	**SHEET 2 of 5 COMMENTS:** Label to whom are you dedicated the 45 foot drain ditch ROW.		
D	Verify Green Meadows subdivision recorded volume and page numbers on subdivision legal description.		
E	**SHEET 3 of 5 COMMENTS:** Label assigned location of proposed OSSF for lots 59 and 60. Provide site plan for lot 60 showing the buildable area for lot.		
F	Label easement on lot 1along the west right of way line of Val Verde Road.		
G	**SHEET 4 of 5 COMMENTS:** Provide natural water flow arrows.		
H	Please label the unpaved section of Val Verde Road fronting lots 44 and 45 if developer will provide a 1/3 escrow or if it will be paved as part of the subdivision improvements.		
I	**SHEET 5 of 5 COMMENTS:** Please label each proposed drain ditch section detail to match with the drawing. Also please verify top of inlet, pipe flow and existing drain ditch flow elevations because it does not coincide with drawing.		
J	As per the water and o.s.s.f. engineering report, please provide new updated wording. See attached sample report.		
K	All modification in water and ossf engineering report need to reflect in Spanish report.		
L	**For future reference you can log into our new website www.co.hidalgo.tx.us "planning department", there you will find general information on subdivision plating requirements.**		

SUBDIVISION PLAT OF:

LA FRONTERA ESTATES PHASE III

A 62.56 ACRE TRACT OF LAND OUT OF BLOCK 15, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 316, MAP RECORDS, HIDALGO COUNTY, TEXAS, OUT OF LOTS 1,2 3 AND 4, BLOCK 3, RESUBDIVISION OF BLOCKS 1, 2 AND 3, GREEN MEADOWS, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1331845, 1331846, 1331858 AND 1714823, TAX RESALE DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1615356, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

INDEX TO SHEETS

SHEET 1.- HEADING AREA= LOCATION MAP AND STILL PRINCIPAL CONTACTS LAP= LOT, STREETS, AND EASEMENT LAYOUT; DESCRIPTION (METES AND BOUNDS); SURVEYOR'S & SUBDIVIDER'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; CITY APPROVAL CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; HCDD, MD.1 AND DONNA ISD, 2007/08 CERTIFICATION; H.A.M.P.S.S., R.O.W., EASEMENT R.O.W., HEADS, STANDARD; PLANNING & ZONING REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/DISP AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION)

SHEET 3.- DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE; DRILLED, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

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 THE THE DRAINAGE CONSTRUCTION STANDARDS ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

BY:_____

_____

REVISION NOTES

NO.	DATE	REVISION	BY	INITIALS

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD. (MEDIUM SHADING).

COMMUNITY-PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982
THE AREAS WITHIN THIS DRAINAGE EASEMENTS ARE THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
C.P.N. 480334 0425 D, EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100-YEAR FLOOD PLAIN.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE, UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968. (42 U.S.C. SECTIONS 4001-4128(SUB 4102)).

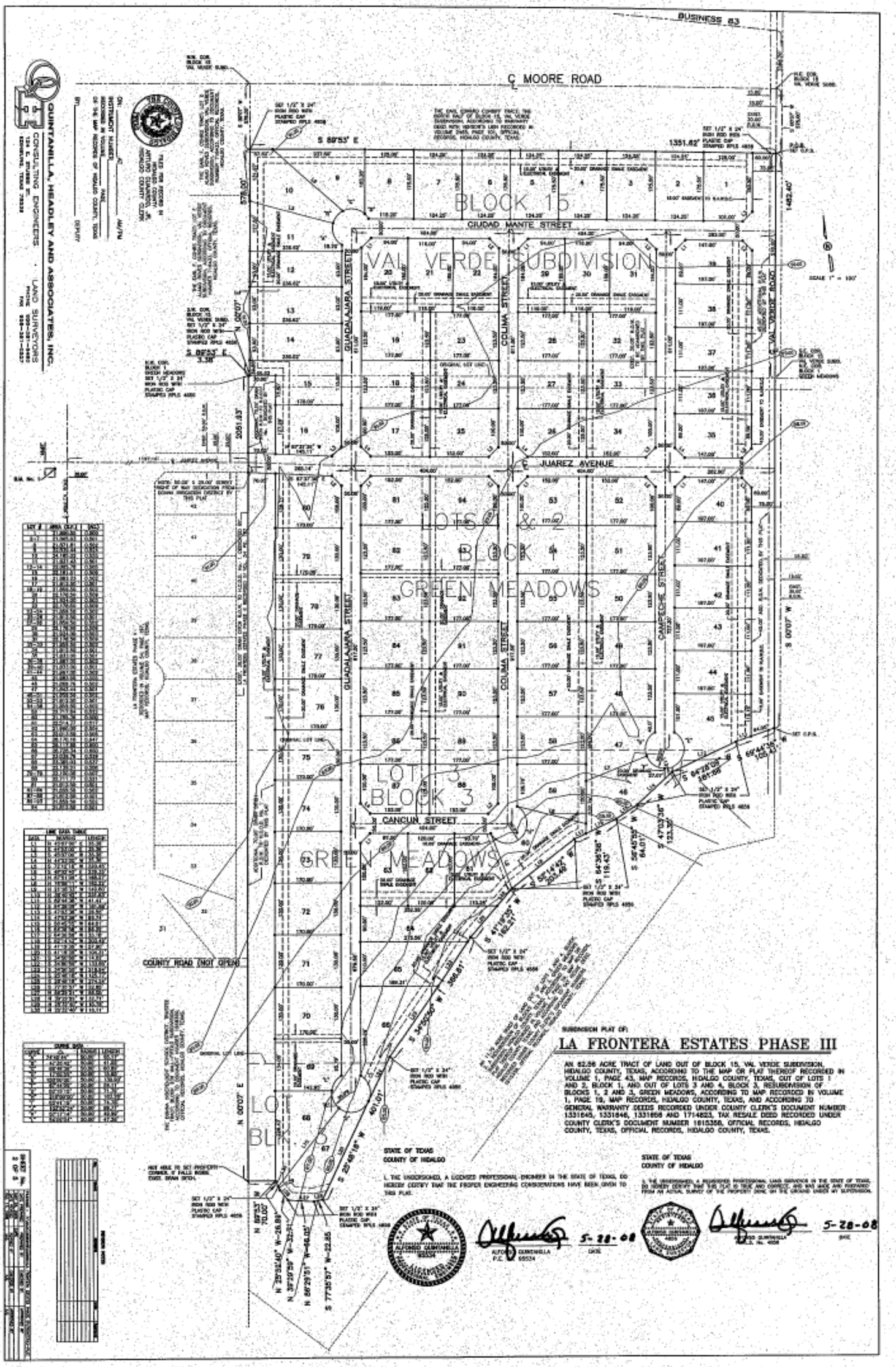
2.- SETBACKS:

FRONT	25.00 FEET
REAR	15.00 FEET
SIDE	10.00 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE	10.00 FEET
GAL-SE-SAC	25.00 FEET

OR EASEMENT WHICHEVER IS GREATER ON ALL CASES.

3.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO HOME SHALL HAVE ONE-SINGLE FAMILY DETACHED DWELLING SHALL BE ALLOWED ON EACH LOT. ONLY ONE SHALL BE INSTALLED. PLANNING DEPARTMENT, HIDALGO COUNTY HEALTH AND FIRE MARSHAL PERSONNEL APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO INSTALLING THE LOT.

4.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 15" ABOVE TOP CENTERLINE OF STREET, CENTERLINE OF DRAINAGE, OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER ELEVATION OF NATURAL GROUND AT THE LOTS LOCATION, AS DETERMINED BY A REGISTERED PUBLIC SURVEYOR AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO OBTAIN FIRE AND BUILDING PERMITS. ALL ELEVATIONS SHALL BE REFERENCED FOR ALL LOTS WITHIN A SUBDIVISION WHICH SHALL BE DESIGNAT



SUBDIVISION PLAT OF:

LA FRONTERA ESTATES PHASE III

AN 62.56 ACRE TRACT OF LAND OUT OF BLOCK 15, VAL VERDE SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGE 43, MAP RECORDS, HIDALGO COUNTY, TEXAS, OUT OF LOTS 1 AND 2, BLOCK 1, AND OUT OF LOTS 3 AND 4, BLOCK 3, RESUBDIVISION OF BLOCKS 1, 2 AND 3, GREEN MEADOWS, ACCORDING TO MAP RECORDED IN VOLUME 1, PAGE 19, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO GENERAL WARRANTY DEEDS RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1331645, 1331646, 1331668 AND 1714823, TAX RESALE DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1615358, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A LICENSED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE PROPER ENGINEERING CONSIDERATIONS HAVE BEEN GIVEN TO THIS PLAT.

ALFONSO QUINTANILLA
P.E. 65534

5-28-08
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

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

ALFONSO QUINTANILLA
R.P.L.S. No. 4656

5-28-08
DATE

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 26, 2009

RE: **Johnson Estates Subdivision – Pct. 1**
Final Approval

Johnson Estates is a eighteen (18) residential and two (2) commercial lot subdivision on the West side of FM 493 approximately 998 feet South of its intersection with FM 493 and 9 Mile North Road.

The proposed Subdivision lies within the City of Donna E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on September 17, 2007. The proposed subdivision lies within Zone "C" as per FEMA's FIRM.

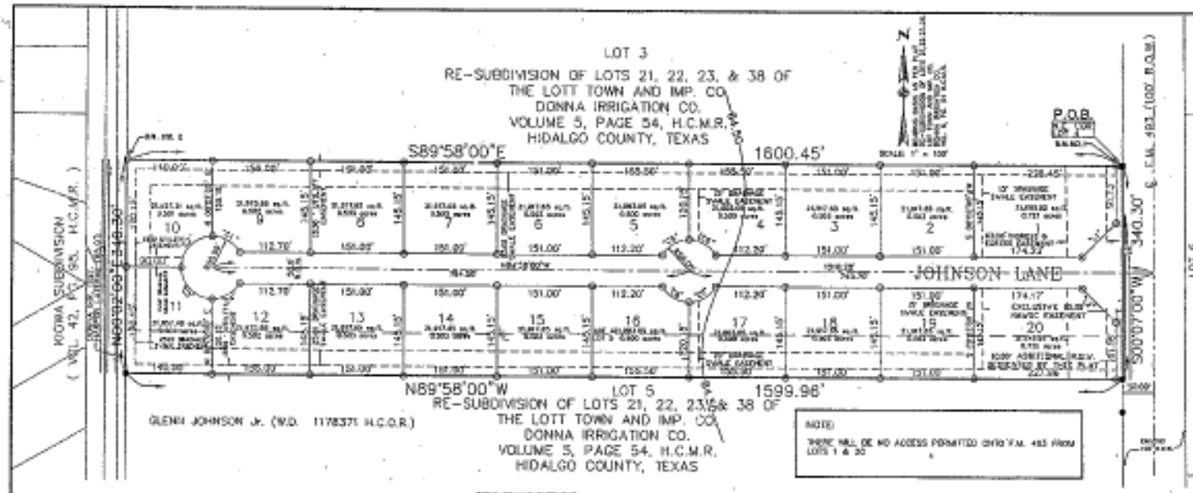
The proposed subdivision plat will dedicate ten (10) feet on FM 493 of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Isaac Mata and approved by the Environmental Health Department. All septic tank systems have been installed, inspected and can be expected to function satisfactorily.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on FM 493 that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on April 07, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 20, 2009.**



SUBDIVISION PLAT OF

JOHNSON ESTATES

BEING A RE-SUBDIVISION OF 12.50 ACRES BEING ALL OF LOT 4 AND THE NORTH 8.5 ACRES OUT OF LOT 5 OF THE RE-SUBDIVISION OF LOTS 21, 22, 23, & 38 OF THE LOTT TOWN AND IMP. CO. DONNA IRRIGATION CO. VOLUME 5, PAGE 54, H.C.M.R. HIDALGO COUNTY, TEXAS

DESCRIPTION OF JOHNSON ESTATES SUBDIVISION

NOTES AND BOUNDS DESCRIPTION

A TRACT OF LAND CONTAINING 12.50 ACRES SITUATED IN HIDALGO COUNTY, TEXAS, BEING ALL OF LOT 4 AND THE NORTH 8.50 ACRES OUT OF LOT 5, RE-SUBDIVISION OF LOTS 21, 22, 23, & 38, OF THE LOTT TOWN AND IMP. CO. DONNA IRRIGATION CO., ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 5, PAGE 54, HIDALGO COUNTY MAP RECORDS, SAID 12.50 ACRES ALSO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CONCRETE MONUMENT FOUND AT THE NORTHEAST CORNER OF SAID LOT 4, FOR THE NORTHEAST CORNER OF THIS TRACT;

1. THENCE, S 00° 01' 00" W ALONG THE EAST LINES OF LOTS 4 AND 5 AND THE WEST RIGHT-OF-WAY LINE OF F.M. 493, AT A DISTANCE OF 373.22 FEET PASS THE SOUTHEAST CORNER OF LOT 4 AND NORTHEAST CORNER OF LOT 3, CONTINUING A TOTAL DISTANCE OF 340.98 FEET TO A NO. 4 REBAR FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT;

2. THENCE, N 89° 58' 00" W A DISTANCE OF 1,599.96 FEET TO A NO. 4 REBAR FOUND FOR THE SOUTHWEST CORNER OF THIS TRACT;

3. THENCE, N 00° 01' 00" E ALONG THE WEST LINES OF LOTS 5 AND 4 AND THE EAST RIGHT-OF-WAY LINE OF THE DONNA IRRIGATION DISTRICT HARPER LATERAL, AT A DISTANCE OF 8.50 FEET PASS THE NORTHWEST CORNER OF LOT 5 AND THE SOUTHWEST CORNER OF LOT 4, CONTINUING A TOTAL DISTANCE OF 348.98 FEET TO A NO. 4 REBAR FOUND FOR THE NORTHWEST CORNER OF THIS TRACT;

4. THENCE, S 89° 58' 00" E ALONG THE NORTH LINE OF SAID LOT 4, A DISTANCE OF 1,600.45 FEET TO THE POINT OF BEGINNING, AND CONTAINING 12.50 ACRES OF LAND, MORE OR LESS.

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	CHORD	BEARING
C1	90°00'00"	31.39'	20.00'	20.00'	28.28'	N89°58'00"W
C2	90°00'00"	31.39'	20.00'	20.00'	28.28'	S00°01'00"W
C3	90°00'00"	31.39'	20.00'	20.00'	28.28'	N89°58'00"W
C4	90°00'00"	31.39'	20.00'	20.00'	28.28'	S00°01'00"W
C5	90°00'00"	31.39'	20.00'	20.00'	28.28'	N89°58'00"W
C6	90°00'00"	31.39'	20.00'	20.00'	28.28'	S00°01'00"W
C7	90°00'00"	31.39'	20.00'	20.00'	28.28'	N89°58'00"W
C8	90°00'00"	31.39'	20.00'	20.00'	28.28'	S00°01'00"W

RIGHT-OF-WAY EASEMENT

KNOWN ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR") THEREON AND OR HEREINAFTER ACQUIRING, IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY NORTH HIDALGO WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE"), THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER AND CONVEY UNTO GRANTEE, ITS SUCCESSORS AND ASSIGNS, A PERPETUAL EASEMENT WITH THE RIGHT TO EXCEL, CONSTRUCT, INSTALL AND LAY, AND THEREAFTER OPERATE, INSPECT, REPAIR, MAINTAIN, REMOVE AND REPLACE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE-MENTIONED RIGHTS ARE GRANTED. THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15' IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE PIPELINE(S) IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS INSTALLED.

IN THE EVENT THE EASEMENT HEREBY GRANTED ABUTS ON A PUBLIC ROAD AND THE COUNTY OR STATE HEREAFTER WIDENS OR RELOCATES THE PUBLIC ROAD SO AS TO REQUIRE THE RELOCATION OF THIS WATER LINE AS INSTALLED, GRANTOR HEREBY FURTHER GRANTS TO GRANTEE AN ADDITIONAL EASEMENT OVER AND ACROSS THE LAND DESCRIBED ABOVE FOR THE PURPOSE OF LATERALLY RELOCATING SAID WATER LINE AS MAY BE NECESSARY TO CLEAR THE ROAD IMPROVEMENTS, WHICH EASEMENT HEREBY GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15' IN WIDTH THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED.

THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES RECITED TO HEREIN. THIS AGREEMENT TOGETHER WITH COVER PROVISIONS OF THIS GRANT SHALL CONSTITUTE A COVENANT RUNNING WITH THE LAND FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS AND ASSIGNS. THE GRANTOR HEREIN COVENANTS THAT SHE IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIENS, EXCEPT THE FOLLOWING:

THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF SEC. 1774.11 OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED THEREUNDER PURSUANT THERETO. BY SO DOING AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF, THE SAID GRANTOR HAS EXECUTED THIS INSTRUMENT THE 30th DAY OF June, 20 08

(GRANTOR'S SIGNATURE)

ACKNOWLEDGMENT

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, ON THIS DAY PERSONALLY APPEARED Glenn Johnson, KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) IS (ARE) SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE (SHE) OWNED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE 30th DAY OF Oct 20 08

NOTARY PUBLIC, STATE OF TEXAS

MY COMMISSION EXPIRES 8-24-2009

LEGEND

- FND. CONC. MONUMENT
- FND. 1/2 REBAR
- FND. PIPE
- SET 1/2 REBAR W/PLASTIC CAP STAMPED 4750 & MNT
- ELECTRONIC POSITION
- IRRIGATION STAND PIPE W/ IRRIGATION VALVE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JOHNSON ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT-OF-WAY DEPARTMENT

BY: _____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR _____ DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I, THE UNDERSIGNED CERTIFY THAT THIS PLAT OF JOHNSON ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT

BY: _____

HIDALGO COUNTY HEALTH DEPARTMENT _____ DATE

5. MINIMUM SIZE FOR GRADE PARCEL PERMITTED:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED ON ALL THE FOLLOWING INTERNAL LOTS IN PHASE I, UNLESS OTHERWISE APPROVED BY PLANNING DEPARTMENT, AND/OR PERMISSION FROM HOME AND FIRE MARSHAL, APPROVAL ATTACHED FOR CONSTRUCTION AND REQUIRED PRIOR TO OCCUPANCY OF THE LOT.
GENERAL NOTE FOR COMMERCIAL LOTS:
LOTS 1 AND 30 SHALL BE FOR COMMERCIAL USE ONLY. EACH SHALL BE NO LESS THAN COMMERCIAL LOT 1 AND 30 ARE FOR COMMERCIAL USE. ONLY MORE SPECIFIC USE, WILL HAVE TO BE APPROVED BY THE PLANNING DEPARTMENT FOR REVIEW, APPROVAL AND/OR PERMISSION OBTAINED BY THE PLANNING DEPARTMENT, HOME AND FIRE MARSHAL ARE REQUIRED PRIOR TO OCCUPANCY OF THE LOTS.

14. AN OFF-STREET PARKING LOT SITE PLAN AND DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL HOUSINGS, A BUILDING PERMIT AT THE TIME OF APPLICATION FOR CONSTRUCTION SHOULD BE THE RESPONSIBILITY OF THE BUILDING AND/OR DEVELOPMENT PERMIT. THE WATER PLAN OR LIGHT DRAINAGE SHALL BE REVIEW UNITS. THE SITE PLANS, DRAINAGE PLAN AND GRADE PLAN ARE APPROVED AND PROVIDED ALTERATIONS TO ANY CONSTRUCTION OF ASSOCIATION WITH COUNTY OR STATE REGULATIONS.

15. THERE WILL BE NO ACCESS PERMITTED INTO F.M. 493 FROM LOTS 1 & 30.

INDEX TO SHEET OF JOHNSON ESTATES

SHEET 1: HEADING, INDEX, LOCATION MAP AND C.P.A. PRINCIPAL CONTACTS, MAP: LOT, STREETS, AND EASEMENT LAYOUT, DESCRIPTION (NOTES AND BOUNDS), SURVEYOR'S CERTIFICATE, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATE OF ATTESTATION, CITY APPROVAL CERTIFICATE, PLANNING & ZONING, DONNA IRRIGATION DISTRICT NO.1, HIDALGO COUNTY IRR. DIST. No. 9, HIDALGO COUNTY ROAD-OF-WAY DEPARTMENT CERTIFICATE, HIDALGO COUNTY HEALTH DEPARTMENT CERTIFICATE, N.H.W.S.C. MISCELLANEOUS, COUNTY CLERK'S RECORDING CERTIFICATE, REVISION NOTES.

SHEET 2: ENGINEERING REPORT, INCLUDING DESCRIPTION OF PHASE AND STATE, SPANISH / ESSAY AND ENGINEERS CERTIFICATION (ENGLISH AND SPANISH VERSIONS), DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE STANDARDS.

SHEET 3: MAP OF TOPOGRAPHY AND MEASURES, AND ENGINEERING CERTIFICATION: STORM DETAILS, REVISION NOTES.

LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°58'00"E	78.45'
L2	S89°58'00"E	78.38'

LOCATION MAP

SCALE: 1" = 2000'



LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY:

JOHNSON ESTATES IS LOCATED IN THE SOUTHWEST PART OF HIDALGO COUNTY ON THE WEST SIDE OF LA BLANCA APPROXIMATELY 1 1/2 MILES SOUTH OF ITS INTERSECTION WITH U.S. HIGHWAY 83 AND MORE. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF DONNA, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY DONNA (POPULATION 16,846). JOHNSON ESTATES LIES APPROXIMATELY 5 MILE FROM THE CITY LIMITS AND IS WITHIN THE 5 MILE EXTRATERRITORIAL JURISDICTION (ETJ) WHICH LOCAL GOVERNMENT CODE § 212.001 THIS SUBDIVISION FALLS WITHIN PRECINCT 1.

MELDEN & HUNT INC
CONSULTANTS · ENGINEERS · SURVEYORS
115 N. WARNTZ — SUITE 18, P.O. BOX 2187
EDINBURG, TX 78541 — EDINBURG, TX 78540
PH: (956) 381-0981 — PH: (956) 687-4905
FAX: (956) 381-1839 — FAX: (956) 686-8761
ESTABLISHED 1947 — www.meldenhunt.com

PRINCIPAL CONTACTS	NAME	ADDRESS	CITY & ZIP	PHONE	FAX
OWNER:	GLENN JOHNSON	P.O. BOX 81	DONNA, TEXAS 78537	(956) 464-2376	(956)
ENGINEER:	FRED L. KURTH	115 N. WARNTZ	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839
SURVEYOR:	FRED L. KURTH	115 N. WARNTZ	EDINBURG, TX 78539	(956) 381-0981	(956) 381-1839

GENERAL PLAT NOTES & RESTRICTIONS:

1. FLOOD ZONE STATEMENT:
ZONE "C" AREA OF MINIMAL FLOODING

<PANEL, MAP NUMBER 480334 0415 C EFFECTIVE: NOVEMBER 16, 1982
THE AREAS WITHIN THE DRAINAGE EASEMENTS AND THE PROPOSED STREET RIGHT-OF-WAY ARE WITHIN THE 100-YEAR FLOOD PLAIN.
CONSULTANTS PANEL NO. 480334 0415 C EFFECTIVE DATE: NOVEMBER 16, 1982 OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY MAPS FOR HIDALGO COUNTY, TEXAS AND THE LOCAL FLOOD PLAIN ADMINISTRATOR IDENTIFIES NO OTHER AREA WITHIN THE PROPOSED SUBDIVISION TO BE WITHIN THE 100 - YEAR FLOOD PLAIN.
CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOOD PLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. 3931THRU 4001 THROUGH 4027.)

2. SETBACKS:
FRONT: 25 FEET ONLY ON LOT 1 & 30
REAR: 10.00 FEET
SIDE: 2.40 FEET OR EASEMENT WHICHEVER IS GREATER
CORNER SIDE: 10.00 FEET OR EASEMENT WHICHEVER IS GREATER
GARAGE FRONT: 20.00 FEET

4. MINIMUM FINISH FLOOR HOME:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE TOP OF CURB OR 12" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY THE AND POST CONSTRUCTION FINISH FLOOR ELEVATIONS AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

5. BENCHMARK NOTE:
THE FOLLOWING BENCHMARKS ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. NO. 1 = ELEV. 34.76 N.G.V.D. '29 DESCRIPTION: CONCRETE MONUMENT LOCATED 10.00 FEET EAST FROM THE NORTHEAST LOT CORNER AT LOT 1 OF THIS SUBDIVISION.
B.M. NO. 2 = ELEV.44.52 N.G.V.D. '29 DESCRIPTION: CONCRETE MONUMENT LOCATED AT THE SOUTHWEST CORNER OF LOT 19 OF THIS SUBDIVISION.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 9 THIS DEVELOPER WILL BE REQUIRED TO DETAIN A TOTAL OF 38,000 CUBIC FEET (0.8819 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE RETENTION IS ACCORDANCE WITH THE LOCAL REGULATIONS WILL BE ACCOMPLISHED AS FOLLOWS: DRAINAGE SHALL FLOW FROM THE STREET INTO A SWALE OR DRAINAGE DITCH WHICH WILL DRAIN INTO THE INTERNAL DRAINAGE DITCH ON THE WEST PROPERTY LINE. ABSORBTION RUN OFF WILL BE DETAIN WITHIN THE DRAINAGE SWALE AT THE REAR OF LOTS.

7. DRAINAGE SWALE EASEMENTS NOTE:
NO WILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALES EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SWINGS, POOLS AND SIMILAR OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

8. ON-SITE SEWAGE FACILITIES (OSSF) NOTE:
THIS SUBDIVISION SHALL USE ON-SITE SEWAGE FACILITIES IN ACCORDANCE WITH TCEQ AND HIDALGO COUNTY REGULATIONS FOR SEWAGE DISPOSAL. THE SUBDIVISION IS RESPONSIBLE FOR ON ALL LOTS.

A. OSSF SYSTEM IS BEING DESIGNED FOR DISPOSAL OF DOMESTIC SEWERAGE SHALL A SEPARATE SEWAGE SHALL BE SUBMITTED FOR COMMERCIAL USE AND MULTIFAMILY.

B. EACH LOT ON THIS PLAT COMPLIES WITH THE MINIMUM 21,780 SQUARE FEET LOT AREA WITH NORMABLE WATER SUPPLY.

C. OSSF SYSTEM SHALL REQUIRE INSPECTION AND APPROVAL BY HIDALGO COUNTY AUTHORIZED DEPARTMENT.

D. SOIL ANALYSIS HAVE BEEN SUBMITTED TO THE AUTHORIZED HIDALGO COUNTY DEPARTMENT AND HIDALGO COUNTY PLANNING DEPARTMENT. AS WELL AS A SITE LAYOUT FOR THIS SUBDIVISION AS SUBMITTED TO THE HIDALGO COUNTY PLANNING DEPARTMENT. THE ENGINEER HAS CERTIFIED THAT THE SOIL IS SUITABLE FOR A STANDARD SEPTIC TANK AND ABSORPTIVE RYGHT FIELD SYSTEM.

E. APPROVED "OSSF" PERMIT APPLICATION IS REQUIRED INCLUDING INDIVIDUAL LOT PLANNING MATERIALS PRIOR TO OCCUPYING THE LOT.

9. THERE ARE NO WORKABLE WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION.

10. GLEN JOHNSON, THE OWNER & EXECUTRIX OF JOHNSON ESTATES RETAINS AN EASEMENT UPON EACH LOT FOR THE PURPOSE OF INSTALLING AN APPROVED OSSF ON THE LOT AS DESCRIBED ON SHEET NO. 2 OF THIS PLAT.

11. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SWINGS, POOLS AND OTHER PLANNINGS EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

12. EACH PROPOSED CONTRACT MADE BETWEEN THE SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER ACCEPTING AN EASEMENT.

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND §

RESERVED

WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF JOHNSON ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF DONNA ON _____

MAYOR OF THE CITY DONNA — DATE

ATTEST: _____
SECRETARY OF THE CITY OF DONNA — DATE

CITY OF DONNA
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 212.0065(C) AND §

RESERVED

WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF JOHNSON ESTATES WAS REVIEWED AND APPROVED BY THE PLANNING AND ZONING COMMISSION OF DONNA ON January 5, 2009

PLAT OFFICER OF THE CITY OF DONNA — 1-5-09 DATE

TEXAS
COUNTY OF HIDALGO
I HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK _____ M. AND DULY RECORDED ON THE _____ DAY OF _____ 20____ AT _____ O'CLOCK _____ M. IN THE MAP RECORDS OF SAID COUNTY IN VOLUME _____ PAGE _____

WITNESS MY HAND AND SEAL OF OFFICE, THE DAY AND DATE LAST ABOVE WRITTEN.

FREDDIE RECORDON
HIDALGO COUNTY
ANTONIO-EDUARDO, JR.
HIDALGO COUNTY CLERK

BY: _____ MAJOR
DEPUTY

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, GLENN JOHNSON
AS OWNER OF THE 12.50 ACRE TRACT OF LAND DESCRIBED HEREON, WITHIN THE PROPOSED JOHNSON ESTATES SUBDIVISION, DO HEREBY CERTIFY THAT I HAVE PLATTED SAID SUBDIVISION, AS SHOWN ON THE ATTACHED PLAT, SAID SUBDIVISION SHALL BE KNOWN AS JOHNSON ESTATES SUBDIVISION, AND THAT SAID SUBDIVISION IS DEPICTED IN THE SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREET(S), PARK, AND EASEMENTS SHOWN HEREON.
I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE § 232.032 AND THAT

(A) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(B) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(C) ELECTRICAL CONNECTIONS PROVIDE ED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(D) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND CORRECT.

GLENN JOHNSON
PO BOX 81
DONNA, TEXAS 78537

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, ON THIS DAY PERSONALLY APPEARED GLENN JOHNSON
PROVED TO ME THROUGH HIS TEXAS DEPARTMENT OF PUBLIC SAFETY DRIVERS LICENSE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, WHO, BEING BY ME FIRST DULY SWORN, DECLARED THAT THE STATEMENTS THEREIN ARE TRUE AND CORRECT AND ACKNOWLEDGED THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 30th DAY OF Oct 2008

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES 8-24-2009

STATE OF TEXAS
COUNTY OF HIDALGO

I, FRED L. KURTH A REGISTERED PROFESSIONAL LAND SURVEYOR AND REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THE ABOVE PLAT AND DESCRIPTION OF THE JOHNSON ESTATES
WERE PREPARED FROM A SURVEY OF THE PROPERTY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION ON 08/01/2007 AND THAT THE PROPER ENGINEERING CONSIDERATION HAS BEEN GIVEN TO THIS PLAT AND IT IS A TRUE AND ACCURATE REPRESENTATION OF THE SUBDIVISION.

FRED L. KURTH, REG. # 54120 — 11-20-08
FRED L. KURTH, REG. # 4750 — DATE
FRED L. KURTH SURVEYED 06-07-07
FRED L. KURTH PREPARED 07-06-08
VOL. 64 PG. 69-72 — JOB No.070106, 04
JOB No. 070305, 05

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
DONNA IRRIGATION DISTRICT HIDALGO COUNTY # 1
IRRIGATION DISTRICT

THIS PLAT IS HERE BY APPROVED BY THE DONNA IRRIGATION DISTRICT HIDALGO COUNTY # 1 DATED THIS THE 11-6-08
DAY OF January 2009

ATTEST: _____ DATE 12-31-08
SECRETARY

ATTEST: _____ DATE 12-31-08
SECRETARY

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.029 (A)

WE, THE UNDER SIGNED CERTIFY THAT THIS PLAT OF JOHNSON ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE — DATE

ATTEST: _____ DATE
HIDALGO COUNTY CLERK

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 TEX. WATER CODE 49.211 (c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THIS SPECIFIC SUBDIVISION. BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA, IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

REVISION NOTES — SHEET 1 OF 3 SHEETS

NO.	SHEET	REVISION	DATE	APPROVED

FOR IRRIGATION PURPOSES ONLY
ISSUED TO: Glenn Johnson
DATE: 12-31-08
APPROVED: [illegible]
DATE: 7-1-08
FINAL ENGR.

DATE PREPARED: 07-06-2007

J:\Engineering\Projects\Donna\JOHNSON ESTATES\Plat\JOHNSON.dwg PLOT: 12/31/2008 10:24:53 AM

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 26, 2009

RE: **North San Carlos Phase 2 Subdivision– Pct. 4**
Final Approval

North San Carlos Phase 2 is a forty (40) lot subdivision located on the North side of Mile 17 ½ Road approximately 650 feet West of North 83rd Road.

The proposed Subdivision lies within the Rural Area of the County.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on December 14, 2007. The proposed subdivision lies within Zone "X & AH" as per FEMA's FIRM.

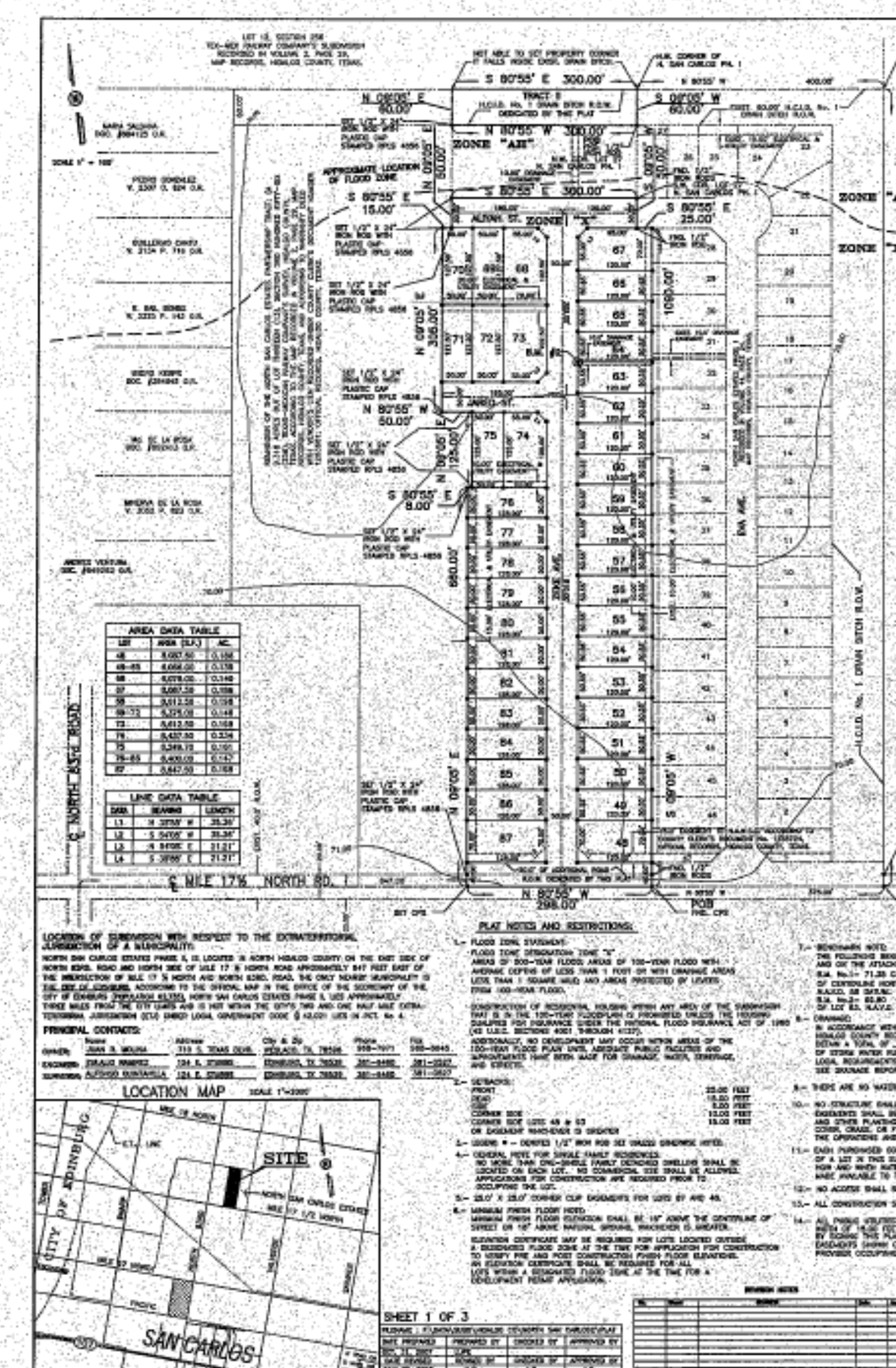
The proposed subdivision plat will dedicate twenty (20) feet on Mile 17 ½ Road of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Services will be provided by North Alamo Water Supply Corporation.

Water Services will be provided by North Alamo Water Supply Corporation. There is an existing eight (8) inch waterline on Mile 17 ½ North Road that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on April 22, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 20, 2009.**



SUBDIVISION PLAT OF:
NORTH SAN CARLOS ESTATES PHASE II

AN 8.488 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1777413, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

NOTES AND BOUNDS

TRACT I

AN 8.075 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1777413, 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 COTTON PICKER SPINDLE FOUND ON THE SOUTH LINE OF LOT 13 AND IN THE CENTERLINE OF MILE 17 ½ NORTH ROAD FOR THE SOUTHWEST CORNER OF NORTH SAN CARLOS ESTATES PHASE I (RECORDED IN VOLUME 44, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHEAST CORNER OF THIS TRACT, SAID SPINDLE BEARS N 90°55'W, 378.00 FEET FROM THE SOUTHEAST CORNER OF LOT 13;

THENCE, N 90°55'W, ALONG SAID SOUTH LINE OF LOT 13 AND THE CENTERLINE OF MILE 17 ½ NORTH ROAD, A DISTANCE OF 298.00 FEET TO A COTTON PICKER SPINDLE SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 0°05'E, PASSING A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET AT 30.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 17 ½ NORTH ROAD, A TOTAL DISTANCE OF 680.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 90°55'E, A DISTANCE OF 8.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 0°05'E, A DISTANCE OF 125.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 90°55'W, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 0°05'E, A DISTANCE OF 305.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN INTERIOR CORNER OF THIS TRACT;

THENCE, N 90°55'W, A DISTANCE OF 15.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR AN EXTERIOR CORNER OF THIS TRACT;

THENCE, N 0°05'E, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 90°55'E, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 27 OF NORTH SAN CARLOS ESTATES PHASE I AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE, S 0°05'W, ALONG THE WEST LINE OF NORTH SAN CARLOS ESTATES PHASE I, A DISTANCE OF 50.00 FEET TO A 1/2" IRON ROD FOUND FOR AN EXTERIOR CORNER OF NORTH SAN CARLOS ESTATES PHASE I AND AN INTERIOR CORNER OF THIS TRACT;

THENCE, S 90°55'E, ALONG AN EXTERIOR LINE OF NORTH SAN CARLOS ESTATES PHASE I, A DISTANCE OF 25.00 FEET TO A 1/2" IRON ROD FOUND FOR AN INTERIOR CORNER OF NORTH SAN CARLOS ESTATES PHASE I AND AN EXTERIOR CORNER OF THIS TRACT;

THENCE, S 0°05'W, ALONG THE WEST LINE OF NORTH SAN CARLOS ESTATES PHASE I, PASSING A 1/2" IRON ROD FOUND AT 1,070.00 FEET FOR THE NORTH RIGHT OF WAY LINE OF MILE 17 ½ NORTH ROAD, A TOTAL DISTANCE OF 1,089.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.075 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NORTH SAN CARLOS ESTATES PHASE I, RECORDED IN VOLUME 44, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

TRACT II

A 0.413 ACRE TRACT OF LAND OUT OF LOT 13, SECTION 256, TEXAS-MEXICAN RAILWAY COMPANY'S SURVEY, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 29, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1777413, 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 3" IRON ROD FOUND FOR THE NORTHWEST CORNER OF LOT 27 OF NORTH SAN CARLOS ESTATES PHASE I (RECORDED IN VOLUME 44, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTH-EAST CORNER OF THIS TRACT, SAID IRON BEARS N 90°55'W, 400.00 FEET AND S 89°06'W, 60.00 FEET FROM THE NORTHEASTERLY CORNER OF LOT 13;

THENCE, N 90°55'W, ALONG SAID SOUTH LINE OF A HIDALGO COUNTY DRAINAGE DISTRICT No. 1 DRAIN DITCH RIGHT OF WAY, A DISTANCE OF 300.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4858 SET FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE, N 89°06'E, A DISTANCE OF 60.00 FEET TO POINT ON THE NORTH LINE OF LOT 13 FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 90°55'E, ALONG THE NORTH LINE OF LOT 13, A DISTANCE OF 300.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF NORTH SAN CARLOS ESTATES PHASE I AND THE NORTHWEST CORNER OF THIS TRACT;

THENCE, S 0°05'W, ALONG THE WEST LINE OF NORTH SAN CARLOS ESTATES PHASE I, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.413 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH NORTH SAN CARLOS ESTATES PHASE I, RECORDED IN VOLUME 44, PAGE 24, MAP RECORDS, HIDALGO COUNTY, TEXAS.

STATE OF TEXAS
COUNTY OF HIDALGO

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY VERIFY, THAT THIS PLAT IS TRUE AND CORRECT, AND WAS MADE AND PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY SHOWN ON THE SAID GROUND UNDER MY SUPERVISION.

ALFONSO QUINTANILLA
R.P.L.S. No. 4858

DATE

NOTE:
HIDALGO COUNTY DRAINAGE DISTRICT NO. 1 HEREBY CERTIFIES THAT THE DRAINAGE PLANS FOR THIS SUBDIVISION COMPLY WITH THE GENERAL STANDARDS OF THE DISTRICT ADOPTED UNDER TEXAS WATER CODE NO. 49.211(b), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION. SAID DETERMINATION IS GENERALLY THE RESPONSIBILITY OF THE ENGINEER AND/OR THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

By: _____

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF NORTH SAN CARLOS ESTATES PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20__.

HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL:

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF NORTH SAN CARLOS ESTATES PHASE II WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY ROAD AND BRIDGE DEPARTMENT ON _____ 20__.

HIDALGO COUNTY ROAD AND BRIDGE DEPARTMENT — DATE

PLAT NOTES AND RESTRICTIONS:

1.- FLOOD ZONE STATEMENT:
FLOOD ZONE DESIGNATION: ZONE "X"
AREAS OF 500-YEAR FLOOD; 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.

CONSTRUCTION OF RESIDENTIAL HOUSING WITHIN ANY AREA OF THE SUBDIVISION THAT IS IN THE 100-YEAR FLOODPLAIN IS PROHIBITED UNLESS THE HOUSING QUALIFIES FOR INSURANCE UNDER THE NATIONAL FLOOD INSURANCE ACT OF 1968 (42 U.S.C. SECTIONS 4001 THROUGH 4127).

ADDITIONALLY, NO DEVELOPMENT MAY OCCUR WITHIN AREAS OF THE 100-YEAR FLOOD PLAIN UNTIL ADEQUATE PUBLIC FACILITIES AND IMPROVEMENTS HAVE BEEN MADE FOR DRAINAGE, WATER, SEWERAGE, AND STREETS.

2.- SETBACKS:
FRONT — 25.00 FEET
REAR — 10.00 FEET
SIDE — 6.00 FEET
CORNER SIDE — 10.00 FEET
CORNER SIDE LOTS 48 & 63 — 15.00 FEET
OR EASEMENT WHICHEVER IS GREATER

3.- LEGEND: ● - DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

4.- GENERAL NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. NO COMMERCIAL USE SHALL BE ALLOWED. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO DEVELOPING THE LOT.

5.- 25.0' X 25.0' CORNER CLIP EASEMENTS FOR LOTS 67 AND 49.

6.- MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE THE CENTERLINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.

ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY FINE AND MOST CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

7.- BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No.1= 71.20 C.P.S.C. SET IN POWER POLE +/- 80.00 FEET EAST OF CENTERLINE NORTH BASIC ROAD ON SOUTH SIDE OF MILE 17 ½ NORTH ROAD, H.A.H.C.D. SB DATUM.
B.M. No.2= 69.80 1/2" IRON ROD IN CASE @ NORTHWEST CORNER LOT OF LOT 83, H.A.H.C.D. SB DATUM.

8.- DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT No. 1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO RETAIN A TOTAL OF 14.80 ACRE FEET
OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
SEE DRAINAGE REPORT ON SHEET No.3.

9.- THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES ON THIS SUBDIVISION.

10.- NO STRUCTURE SHALL BE POSITIED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS, TREES, AND OTHER PLANTINGS (EXCEPT ON LOTS LESS THAN 13 INCHES IN/SIDE DIAMETER, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

11.- EACH PURCHASER/DISTRICT MAKE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

12.- NO ACCESS SHALL BE PERMITTED ON TO MILE 17 1/2 FOR LOTS 48 & 81.

13.- ALL CONSTRUCTION SHALL COMPLY WITH STORMWATER POLLUTION PREVENTION PLAN (SWPP).

14.- ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 14 FEET AS PER THE HIDALGO COUNTY SUBDIVISION ORDINANCE RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED OF EACH UTILITY PROVIDER OCCUPYING AN EASEMENT.

15.- THIS SUBDIVISION WILL BE PROVIDED BY SANITARY SEWER BY THE NORTH ALAMO WATER SUPPLY CORP.
CLEARANCE FOR WATER METERS: AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO RECEIVING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE SEWER SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METER(S).

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
LAND SURVEYORS
PHONE 956-381-9460
FAX 956-381-0927

STATE OF TEXAS
COUNTY OF HIDALGO
OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, JUAN S. MOLINA, MARRIED PERSON, AS OWNER OF THE 8.312 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED NORTH SAN CARLOS ESTATES PHASE II, HEREBY SUBDIVIDE THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATE TO PUBLIC USE THE STREETS, PARK AND EASEMENTS SHOWN HEREON.

I CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE 232.032 AND THAT:

(a) THE WATER QUALITY AND CONNECTIONS TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(b) SEWER CONNECTIONS TO THE LOTS OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF STATE STANDARDS;
(c) ELECTRICAL CONNECTIONS PROVIDED TO THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND,
(d) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE THE LOTS MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.

I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

JUAN S. MOLINA
NORTH SAN CARLOS ESTATES, A TEXAS GENERAL PARTNERSHIP
719 S. TEXAS BLVD.
WESLACO, TX. 78596

DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared JUAN S. MOLINA, proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20__.

CINTHIA A. ORTEGA
Notary Public, State of Texas
My Commission Expires
December 13, 2009

CINTHIA A. ORTEGA, NOTARY PUBLIC

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, owners of the property shown on this plat, their successors, assigns, and successors (hereinafter called "Grantor") whether one or more) person or persons, in consideration of one dollar ($1.00) and other good and valuable consideration paid by North Alamo Water Supply Corporation, Grantee(s) (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, have hereby given, granted, sold, transfer, and convey to said Grantee, its successors, and assigns, an exclusive perpetual easement with the right to survey, construct, maintain, install and thereafter use, inspect, repair and remove, replace, and remove water distribution lines and appurtenances over and across the lands shown on this plat, together with the right of ingress and egress over Grantor's adjacent lands for the purpose for which the above mentioned rights are granted. The easement hereby granted shall not exceed 15' in width, and Grantee is hereby authorized to designate the course of the easement hereby granted within said strip as the pipeline(s) is installed, the easement herein granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline installed.

In the event the easement hereby granted cause on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of the water line as installed, Grantee further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of relocating same. Said water line as may be necessary to meet the road improvements, which easement hereby granted shall be limited to a strip of land 15' in width, the center line thereof being the pipeline as relocated.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantor by reason of the installation, maintenance, repair, replacement and relocation of the structures referred to herein. This agreement together with other provisions of this grant shall constitute an easement for the benefit of the Grantee, its successors, and assigns. The Grantor covenants that it is the owner of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

The easement conveyed herein was obtained or improved through Federal financial assistance. This easement is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the easement continues to be used for the purpose for which financial assistance was extended or for so long as the Grantee owns it, whichever is longer.

IN WITNESS WHEREOF the said Grantor executed this instrument this ___ day of _____, 2008.

JUAN S. MOLINA

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

NO IMPROVEMENTS OF ANY KIND SHALL BE PLACED UPON H.C.I.D. NO. 1 RIGHTS-OF-WAY OR EASEMENTS WITHOUT THE EXPRESSED WRITTEN PERMISSION OF THE H.C.I.D. NO. 1.

SECRETARY — PRESIDENT

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE § 232.028(a)

WE THE UNDERSIGNED CERTIFY that this plat of the NORTH SAN CARLOS ESTATES PHASE II was reviewed and approved by the Hidalgo County Commissioners Court on: _____

Hidalgo County Judge — date

ATTEST:
Hidalgo County Clerk — date

STATE OF TEXAS
COUNTY OF HIDALGO

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

FRANCISCO J. QUINTANILLA
No. 79582
LICENSED PROFESSIONAL ENGINEER
STATE OF TEXAS

FRANCISCO J. QUINTANILLA, P.E. No. 79582 — DATE

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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

INDEX OF SHEETS

SHEET 1.- DRAWING SHEETS LOCATION MAP AND SITE PERSPECTIVE, CONTACTS, NOTES AND BOUNDARIES SURVEYOR'S CERTIFICATION, PLAT NOTES AND RESTRICTIONS, OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION, ENGINEER'S CERTIFICATION, HIDALGO COUNTY IRRIGATION DISTRICT No.1, HIDALGO COUNTY DRAINAGE DISTRICT No.1, NORTH ALAMO WATER SUPPLY CORPORATION RIGHT-OF-WAY EASEMENT, ATTESTATION, COUNTY APPROVAL, CERTIFICATE, COUNTY CLERK'S RECORDING CERTIFICATE, HIDALGO COUNTY HEALTH CERTIFICATE, SCHOOL/COUNTY ROAD/BRIDGE DEPARTMENT APPROVAL, AND REVISION NOTES.

SHEET 2.- ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER SYSTEM AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION).

SHEET 3.- DRAINAGE REPORT, POINTS & BEARINGS DESCRIPTION OF DRAINAGE AND DRAINAGE DETAILS, MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION/REVISION NOTES.

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

TO: Judge Juan D. Salinas III
County Commissioner's Court

FROM: Raul E. Sesin, P.E., Planning Administrator

DATE: January 26, 2009

RE: **Rivera Estates Subdivision– Pct. 3**
Final Approval

Rivera Estates is a two (2) lot subdivision located on the East side of La Homa Road, ¾ miles North of FM 1924.

The proposed Subdivision lies within the City of Mission E.T.J. and was approved by the Planning and Zoning and City Commission of said City.

The Drainage Report was submitted to, reviewed, and approved by the H.C.D.D. No. 1 Manager on August 1, 2003. The proposed subdivision lies within a Zone "C" as per FEMA's FIRM.

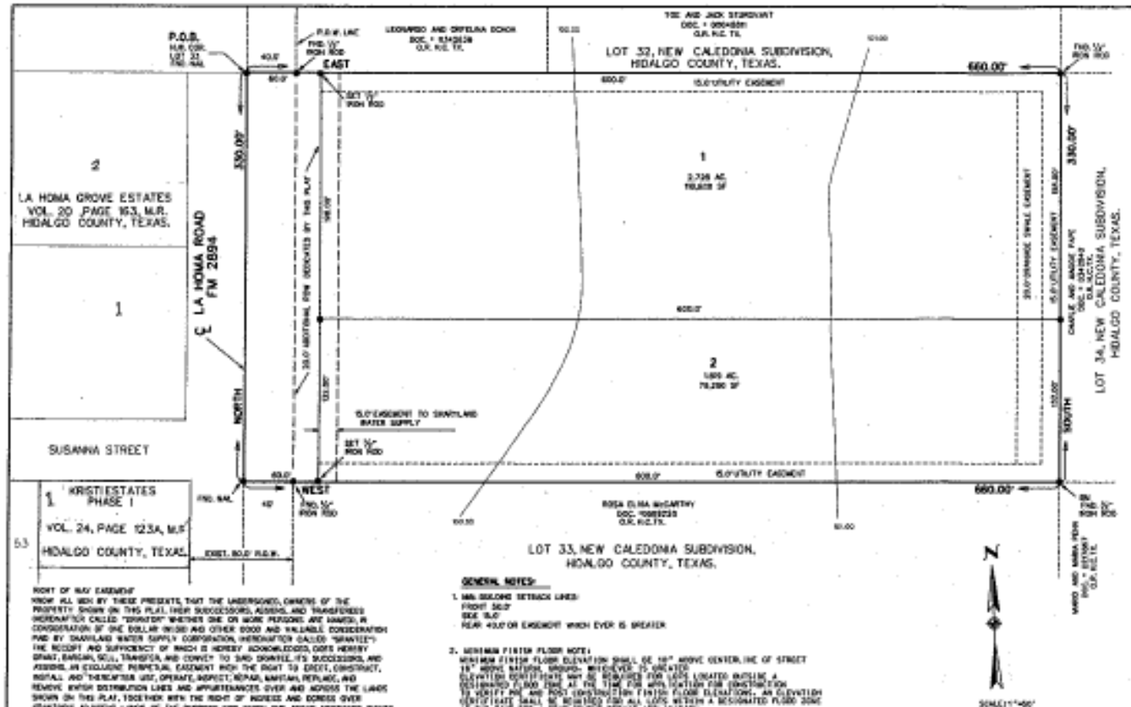
The proposed subdivision plat will dedicate twenty (20) feet on La Homa Road (FM 2894) of additional Road Right of Way in accordance with the Hidalgo County Thoroughfare Plan.

Sanitary Sewer Services will be provided by the City of Mission.

Water Services will be provided by Sharyland Water Supply Corporation. There is an existing six (6) inch waterline on La Homa Road (FM 2894) that will serve as the primary source of water for the proposed development.

The Subdivision received Preliminary Approval from the Hidalgo County Commissioner's Court on April 22, 2008. The Subdivision Plat has been reviewed and complies with the Hidalgo County Subdivision Rules, Texas Water Development Board Model Subdivision Rules and the Texas Local Government Code.

The Hidalgo County Advisory Board convened and recommended **Final Approval** on **January 20, 2009.**



RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, OWNERS OF THE PROPERTY SHOWN ON THIS PLAT, THEIR SUCCESSORS, ASSIGNS, AND TRANSFEREES (HEREINAFTER CALLED "GRANTOR" WHETHER ONE OR MORE PERSONS ARE NAMED), IN CONSIDERATION OF ONE DOLLAR ($1.00) AND OTHER GOOD AND VALUABLE CONSIDERATION PAID BY SHARYLAND WATER SUPPLY CORPORATION, (HEREINAFTER CALLED "GRANTEE") THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, DOES HEREBY GRANT, BARGAIN, SELL, TRANSFER, AND CONVEY TO SAID GRANTEE, ITS SUCCESSORS, AND ASSIGNS, AN EXCLUSIVE PERPETUAL EASEMENT WITH THE RIGHT TO ERECT, CONSTRUCT, INSTALL AND THEREAFTER USE, OPERATE, INSPECT, REPAIR, MAINTAIN, REPLACE, AND REMOVE WATER DISTRIBUTION LINES AND APPURTENANCES OVER AND ACROSS THE LANDS SHOWN ON THIS PLAT, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS OVER GRANTOR'S ADJACENT LANDS FOR THE PURPOSE FOR WHICH THE ABOVE MENTIONED RIGHTS ARE GRANTED, THE EASEMENT HEREBY GRANTED SHALL NOT EXCEED 15'IN WIDTH, AND GRANTEE IS HEREBY AUTHORIZED TO DESIGNATE THE COURSE OF THE EASEMENT HEREIN CONVEYED EXCEPT THAT WHEN THE IMPROVEMENT IS INSTALLED, THE EASEMENT HEREIN GRANTED SHALL BE LIMITED TO A STRIP OF LAND 15'IN WIDTH, THE CENTER LINE THEREOF BEING THE PIPELINE AS RELOCATED. THE CONSIDERATION RECITED HEREIN SHALL CONSTITUTE PAYMENT IN FULL FOR ALL DAMAGES SUSTAINED BY GRANTOR BY REASON OF THE INSTALLATION, MAINTENANCE, REPAIR, REPLACEMENT AND RELOCATION OF THE STRUCTURES REFERRED TO HEREIN. THIS AGREEMENT TOGETHER WITH OTHER PROVISIONS OF THIS GRANT SHALL CONSTITUTE AN EASEMENT FOR THE BENEFIT OF THE GRANTEE, ITS SUCCESSORS, AND ASSIGNS. THE GRANTOR COVENANTS THAT IT IS THE OWNER OF THE ABOVE-DESCRIBED LANDS AND THAT SAID LANDS ARE FREE AND CLEAR OF ALL ENCUMBRANCES AND LIES EXCEPT THE FOLLOWING: THE EASEMENT CONVEYED HEREIN WAS OBTAINED OR IMPROVED THROUGH FEDERAL FINANCIAL ASSISTANCE. THIS EASEMENT IS SUBJECT TO THE PROVISIONS OF TITLE VI OF THE CIVIL RIGHTS ACT OF 1964 AND THE REGULATIONS ISSUED PURSUANT THERETO FOR SO LONG AS THE EASEMENT CONTINUES TO BE USED FOR THE SAME OR SIMILAR PURPOSE FOR WHICH FINANCIAL ASSISTANCE WAS EXTENDED OR FOR SO LONG AS THE GRANTEE OWNS IT, WHICHEVER IS LONGER.

IN WITNESS WHEREOF THE SAID GRANTOR EXECUTED THIS INSTRUMENT THIS _____ DAY OF _____, 2008.

RUBEN RIVERA



LOCATION MAP SCALE: 1" = 1000'

LOCATION OF SUBDIVISION WITH RESPECT TO THE EXTRATERRITORIAL JURISDICTION OF A MUNICIPALITY

RIVIERA ESTATES LOCATED WITHIN HIDALGO COUNTY PRECINCT NO. 3 IS THE SOUTH SIDE OF HIDALGO COUNTY ON THE EAST SIDE OF LA HOMA ROAD ½ MILE NORTH OF FM 1924 ROAD. THE ONLY NEARBY MUNICIPALITY IS THE CITY OF MISSION ACCORDING TO THE MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF MISSION (POPULATION 63,327/2000 CENSUS), RIVIERA ESTATES LIES APPROXIMATELY 1 MILE FROM THE CITY LIMITS OF MISSION AND LIES WITHIN THE CITY'S 2 MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE § 42.021

GENERAL NOTES:

1. MIN. BUILDING SETBACK LINES:
FRONT: 25.0'
SIDE: 25.0'
REAR: 40.0' OR EASEMENT WHICH EVER IS GREATER

2. MINIMUM FINISH FLOOR NOTE:
MINIMUM FINISH FLOOR ELEVATION SHALL BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER.
ELEVATION CERTIFICATE MAY BE REQUIRED FOR LOTS LOCATED OUTSIDE A DESIGNATED FLOOD ZONE AT THE TIME FOR APPLICATION FOR CONSTRUCTION TO VERIFY PRE- AND POST-CONSTRUCTION FINISH FLOOR ELEVATIONS. AN ELEVATION CERTIFICATE SHALL BE REQUIRED FOR ALL LOTS WITHIN A DESIGNATED FLOOD ZONE AT THE TIME FOR A DEVELOPMENT PERMIT APPLICATION.

3. ● -DENOTES ½" IRON ROD FOUND UNLESS OTHERWISE NOTED.

4. BENCHMARK NOTE:
THE FOLLOWING BENCHMARK ARE IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
BENCH MARK ELEV. = 81.30'(GPS), SLAB IN DISH AT THE SOUTHEAST CORNER OF THIS SUBDIVISION.

5. FLOOD ZONE DESIGNATION ZONE "C"
AREAS OF MINIMAL FLOODING.
COMMUNITY-PANEL NO. 480334 0400 C
MAP REVISED NOVEMBER 15, 1982.

6. DRAINAGE:
IN ACCORDANCE WITH THE HIDALGO COUNTY DRAINAGE DISTRICT NO.1 AND HIDALGO COUNTY REQUIREMENTS, THIS DEVELOPMENT WILL BE REQUIRED TO DETAIN A TOTAL OF 0.742 CUBIC FEET 0.0205 ACRE-FEET) OF STORM WATER RUNOFF. DRAINAGE DETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AND FUTURE FILL ON THIS DRAINAGE FOR THIS DEVELOPMENT WILL BE SELF-CONTAINED WITH DETENTION AREA ON THE EAST SIDE OF THIS PROPERTY:
LOT 1: 1.347 OF 0.0729 AC-FEET)
LOT 2: 0.000 OF (0.0418 AC-FEET)

7. NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT.
EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, BRUSH, TREES, AND OTHER PLANTINGS (EXCEPT LOW, LESS THAN 18 INCHES MATURE HEIGHT, GROUND COVER, GRASS, OR FLOWERS) AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATIONS AND MAINTENANCE OF THE EASEMENT.

8. DENSITY NOTE FOR SINGLE FAMILY RESIDENCES:
NO MORE THAN ONE SINGLE FAMILY DETACHED DWELLING SHALL BE LOCATED ON EACH LOT. ANY OTHER USE SHALL REQUIRE PLANNING DEPARTMENT, HEALTH DEPARTMENT AND FIRE MARSHALL APPROVALS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

9. DRAINAGE SWALE EASEMENTS NOTE:
NO FILL OR PERMANENT STRUCTURES SHALL BE ALLOWED WITHIN ANY DRAINAGE SWALE EASEMENT. EACH DRAINAGE SWALE EASEMENT SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, PLANTINGS, AND OTHER OBSTRUCTIONS THAT WOULD INTERFERE WITH THE OPERATION OF THE DRAINAGE SWALE EASEMENT. THE LOT OWNER SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF THE SWALE.

10. THIS SUBDIVISION HAS A 10'WIDE PUBLIC UTILITY AND ELECTRICAL EASEMENT ALONG THE WEST, NORTH, EAST AND SOUTH SIDE OF THIS SUBDIVISION AND A 20' DRAINAGE EASEMENT RUNNING ALONG THE REAR OF EACH LOT.

11. THERE ARE NO WATER WELLS WITHIN 150 FEET FROM THE BOUNDARIES OF THIS SUBDIVISION

12. EACH PURCHASER CONTRACT MADE BETWEEN A SUBDIVIDER AND PURCHASER OF A LOT IN THIS SUBDIVISION SHALL CONTAIN A STATEMENT DESCRIBING HOW AND WHEN WATER, SEWER, ELECTRICITY, AND GAS SERVICES WILL BE MADE AVAILABLE TO THE SUBDIVISION.

13. ALL PUBLIC UTILITIES EASEMENTS DEDICATED BY THIS PLAT SHALL BE A MINIMUM WIDTH OF 15.00 FEET AS PER THE HIDALGO COUNTY MODEL SUBDIVISION RULES. BY SIGNING THIS PLAT DEVELOPER AND ENGINEER CERTIFY THAT ALL OTHER EASEMENTS SHOWN COMPLY WITH THE SIZE REQUIRED BY EACH UTILITY PROVIDER OCCUPANCY AN EASEMENT.

14. AN OFF-STREET PARKING LOT SITE PLAN & DRAINAGE PLAN APPROVAL BY THE HIDALGO COUNTY PLANNING DEPARTMENT SHALL BE REQUIRED FOR COMMERCIAL, INDUSTRIAL & MULTI-FAMILY USE AT THE TIME OF APPLICATION FOR CONSTRUCTION PRIOR TO THE ISSUANCE OF A BUILDING AND/OR DEVELOPMENT PERMIT. NO WATER OR LIGHT CLEARANCES SHALL BE ISSUED UNTIL THE SITE PLAN, DRAINAGE PLAN AND COST PLAN ARE APPROVED AND PROPOSED IMPROVEMENTS ARE CONSTRUCTED IN ACCORDANCE WITH COUNTY AND STATE STANDARDS.

REVISION NOTES

NO.	SHEET	REVISION	DATE	APPROVED

PRINCIPAL CONTACTS:

	NAME	ADDRESS	CITY & ZIP	PHONE
OWNER:	RUBEN RIVERA	P.O. BOX 690	MISSION, TEXAS, 78572	(956) 655-6033
ENGINEER:	RAÚL E. GARZA JR.	100 E. FERGUSON	PHARR, TEXAS, 78577	(956) 533-9280
SURVEYOR:	WILLIAM A. MANGUM	4123 NORTH CONWAY	MISSION, TEXAS, 78574	(956) 581-0206

RIVERA ESTATES

THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA SUBDIVISION, HIDALGO COUNTY, TEXAS.

VOL. 6, PAGE 19, M.R. METES AND BOUNDS

A 5.00 ACRE TRACT OF LAND OUT OF THE NORTH 5.00 ACRES OF LOT 33, NEW CALEDONIA, HIDALGO COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A NAIL FOUND IN THE CENTERLINE OF LA HOMA ROAD FOR THE NORTHEAST CORNER OF LOT 32 AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE: EAST, ALONG THE NORTH LINE OF LOT 33, PASSING A ½" IRON ROD FOUND AT 40.80 FEET FOR THE EAST P.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A ½" IRON SET FOR THE NORTHEAST CORNER OF LOT 33 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE: SOUTH, ALONG THE EAST LINE OF LOT 33, A DISTANCE OF 660.00 FEET TO ADJ.± IRON ROD FOUND FOR THE SOUTHEAST CORNER OF THIS TRACT,

THENCE: WEST, PASSING A ½" IRON ROD FOUND AT 620.20 FEET FOR THE WEST R.O.W. LINE OF LA HOMA ROAD, A TOTAL DISTANCE OF 660.00 FEET TO A NAIL FOUND ON THE WEST LINE OF LOT 33 AND IN THE CENTERLINE OF LA HOMA ROAD FOR THE SOUTHWEST CORNER OF THIS TRACT,

THENCE: NORTH, ALONG THE WEST LINE OF LOT 33, AND THE CENTERLINE OF LA HOMA ROAD, A DISTANCE OF 660.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.00 ACRES OF LAND MORE OR LESS.

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL
UNDER LOCAL GOVERNMENT CODE 232.028(a)

RE: THE UNDERSIGNED CERTIFY THAT THE PLAT OF _____ RIVERA ESTATES _____ WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY COMMISSIONERS COURT ON _____

_____ DATE

_____ HIDALGO COUNTY JUDGE

ATTEST: _____ DATE
HIDALGO COUNTY CLERK

COUNTY CLERK'S RECORDING CERTIFICATE

I, _____ COUNTY CLERK OF HIDALGO COUNTY, THAT THE PLAT BEARING THIS CERTIFICATE WAS FILED FOR RECORD AT _____ O'CLOCK _____ M. ON THE _____ DAY OF _____, A.D. _____ AND WAS DULY RECORDED IN BOOK _____ PAGE(S) _____ THE PLAT RECORDS OF HIDALGO COUNTY, AT _____ O'CLOCK _____ M.

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY RIGHT OF WAY DEPARTMENT ON _____

_____ DATE
HIDALGO COUNTY RIGHT OF WAY DIRECTOR

COUNTY OF HIDALGO
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVERA ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____

_____ DATE
HIDALGO COUNTY ASSISTANT CHIEF INSPECTOR

6. CLEARANCES FOR WATER METERS
AS PER LOCAL GOVERNMENT CODE REQUIREMENTS, SANITARY SEWER MUST BE CONNECTED TO A RESIDENCE PRIOR TO THE COUNTY PROCESSING A FINAL CLEARANCE FOR A WATER METER. A SEWER TAP INSPECTION SHALL BE PROVIDED FROM THE ENTITY SERVICE PROVIDER PRIOR TO RECEIVING A CLEARANCE FOR WATER METERS.

16. TXDOT DRIVEWAY/ENTRANCE PERMITS ARE REQUIRED FOR LOTS 1 AND 2, PRIOR TO THE CONSTRUCTION OF A DRIVEWAY/ENTRANCE ON TO FM 2894. TXDOT ACCESS PERMIT IS REQUIRED PRIOR TO THE COUNTY ISSUING A DEVELOPMENT AND/OR BUILDING PERMIT.

UNITED IRRIGATION DISTRICT

ALL IRRIGATION EASEMENTS ARE EXCLUSIVE TO UNITED IRRIGATION DISTRICT, AND THE DISTRICT ALLOWS NO OTHER UTILITIES OR USE WITHOUT EXPRESS APPROVAL.

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CROSS ABOVE OR BELOW GROUND ANY DISTRICT EASEMENT OR RIGHT OF WAY WITH LINES, PIPES, OPEN DITCHES OR OTHER USE WITHOUT FIRST OBTAINING A CROSS PERMIT FROM THE DISTRICT.

NO PERMANENT STRUCTURE, INCLUDING FENCES, OR DRIVEWAYS OF ANY CONSTRUCTION WILL BE ALLOWED TO BE CONSTRUCTED OR EXIST ON ANY DISTRICT EASEMENT OR RIGHT OF WAY WITHOUT WRITTEN APPROVAL BY THE DISTRICT. ANY UNAUTHORIZED STRUCTURE IN THE EASEMENT AREA IS SUBJECT TO REMOVAL.

NO UTILITY COMPANY OR OTHER PERSON IS ALLOWED TO CONNECT TO ANY DISTRICT FACILITY WITHOUT FIRST OBTAINING A PERMIT FROM THE IRRIGATION DISTRICT. ANY CONNECTION NOT AUTHORIZED BY THE DISTRICT IS SUBJECT TO REMOVAL.

DATE OF PREPARATION APRIL 2007

STATE OF TEXAS
COUNTY OF HIDALGO

OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION

I, RUBEN RIVERA
AM OWNER (S) OF THE 5.00 ACRE TRACT OF LAND ENCOMPASSED WITHIN THE PROPOSED RIVERA ESTATES AND HEREBY THE LAND AS DEPICTED IN THIS SUBDIVISION PLAT AND DEDICATED TO PUBLIC USE THE STREET, PARK, AND EASEMENTS SHOWN HEREON.

I HEREBY CERTIFY THAT I HAVE COMPLIED WITH THE REQUIREMENTS OF TEXAS LOCAL GOVERNMENT CODE §232.032 AND THAT:
(a) THE WATER QUALITY AND CONNECTIONS TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS;
(b) SEWER CONNECTIONS TO THE LOT OR SEPTIC TANKS MEET, OR WILL MEET, THE MINIMUM REQUIREMENTS OF THE STATE STANDARDS;
(c) ELECTRICAL CONNECTIONS PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS; AND
(d) GAS CONNECTIONS, IF AVAILABLE, PROVIDED TO THE LOT MEET, OR WILL MEET, THE MINIMUM STATE STANDARDS.
I ATTEST THAT THE MATTERS ASSERTED IN THIS PLAT ARE TRUE AND COMPLETE.

_____
OWNER: RUBEN RIVERA
ADDRESS: P.O. BOX 690
MISSION, TEXAS. 78572

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RUBEN RIVERA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE _____ DAY OF _____, 2008

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

THIS PLAT IS HEREBY APPROVED BY UNITED IRRIGATION DISTRICT DISTRICT IS SUBJECT TO THE CONDITION THAT THE SUBDIVIDER WILL PROVIDE DOMESTIC WATER SYSTEM TO DISTRIBUTE POTABLE WATER. THE DISTRICT WILL PROVIDE ONLY IRRIGATION WATER WHERE DISTRIBUTION FACILITIES MUST BE CONSTRUCTED AND MAINTAINED AT THE EXPENSE OF THE OWNER AND CONVEYING OF PIPELINES, VALVES, CHECK GATES TO BE CONNECTED TO THE NEAREST DISTRICT FACILITY, DATED THIS THE _____ DAY OF _____ A.D., 2008.

_____ SECRETARY
_____ PRESIDENT

CITY OF MISSION
CERTIFICATE OF APPROVAL

UNDER LOCAL GOVERNMENT CODE 212.0065(d), WE THE UNDERSIGNED CERTIFY THAT THIS PLAT OF RIVIERA ESTATES WAS REVIEWED AND APPROVED BY THE CITY COUNCIL OF MISSION.

_____ MAYOR, CITY OF MISSION _____ DATE:

ATTEST: _____ CITY SECRETARY _____ DATE:

THIS PLAT OF RIVERA ESTATES HAS BEEN SUBMITTED TO AND CONSIDERED BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF MISSION, TEXAS AND IS HEREBY APPROVED BY SUCH COMMISSION.

DATED THIS _____ DAY OF _____, 2008

_____ CHAIRMAN

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 TEX. WATER CODE § 49.211(c). THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESIGNED AND APPROPRIATE FOR THE SPECIFIC SUBDIVISION. ENGINEER OR OTHERWISE ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO.1

BY: _____

STATE OF TEXAS
COUNTY OF HIDALGO

I, WILLIAM A. MANGUM, 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 AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION AND THAT ALL AMOUNTS OF IT ARE IN ACCORDANCE WITH THE CITY OF MISSION SUBDIVISION ORDINANCE AND ALL STATE STATUTES GOVERNING SURVEYS.

_____
WILLIAM A. MANGUM
REGISTERED PROFESSIONAL LAND SURVEYOR No.4353
4123 NORTH CONWAY
MISSION, TEXAS 78574

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____
RAÚL E. GARZA JR.
REG. PROFESSIONAL ENGINEER # 80824
100 E. FERGUSON
PHARR, TEXAS, 78577

SHEET 1 OF 3

INDEX TO SHEET OF RIVERA ESTATES

SHEET 1	INDEX/AREA SKETCH, LOCATION MAP AND KEY PRINCIPAL CONTACTS
	PLAT NOTE (STD., ADDED) AND EASEMENT DEDICATION, CERTIFICATION, DESCRIPTION, METES AND BOUNDS DESCRIPTION OF SUBDIVISION & EXISTING ZONING AND DISTRICTS
	NOTARY/OWNER'S DEDICATION, CERTIFICATION, AND ATTESTATION/COUNTY APPROVAL
	CERTIFICATES FOR: COUNTY CLERK'S RECORDING, HIDALGO COUNTY, UNITED IRRIGATION DISTRICT, CITY OF MISSION, HIDALGO COUNTY DRAINAGE DISTRICT NO.1
	ENGINEER'S CERTIFICATION OF COMPLETION OF CONSTRUCTION WITH RESPECT TO THE PLAT AND/OR A MUNICIPAL ORDINANCE
	LOT 1 & 2 DRAINAGE PLAN AND CONSTRUCTION NOTES, PROJECT TO BE INITIATED AFTER LOT SALE
SHEET 2	CERTIFICATE OF SURVEYOR, CERTIFICATION OF ENGINEER, CERTIFICATE OF APPROVAL/CITY OF MISSION
	SUBDIVISION WIDE NOTICES, RESTRICTIONS NOTES, TYPE AND HEIGHT REQUIREMENT CERTIFICATION
	WATER AND SEWER CONSTRUCTION AND CONNECTIONS, TYPICAL LOT DRAINAGE PLAN
	TEMPLATES AND SPANISH VERSIONS - INCLUDING DESCRIPTION OF WATER AND WASTE
	WATER AND SEWER CONNECTION LOCATION, TEMPLATES AND SPANISH VERSIONS
	WATER AND SEWER CONNECTION DETAILS, TYPICAL LOT DRAINAGE PLAN
	TYPICAL WATER SERVICE CONNECTIONS, OWNER'S RESPONSIBILITIES, CLARIFICATION.
	CERTIFICATE OF SURVEYOR, CERTIFICATION OF ENGINEER, CERTIFICATE OF APPROVAL/CITY OF MISSION
SHEET 3	LOT 1 & 2 DRAINAGE PLAN AND CONSTRUCTION NOTES, PROJECT TO BE INITIATED AFTER LOT SALE
	WATER AND SEWER CONNECTIONS, TEMPLATES AND SPANISH VERSIONS
	WATER AND SEWER CONNECTION LOCATION, TEMPLATES AND SPANISH VERSIONS
	WATER AND SEWER CONNECTION DETAILS, TYPICAL LOT DRAINAGE PLAN
	TYPICAL WATER SERVICE CONNECTIONS, OWNER'S RESPONSIBILITIES, CLARIFICATION.
SHEET 3	LOT 1 & 2 DRAINAGE PLAN AND CONSTRUCTION NOTES, PROJECT TO BE INITIATED AFTER LOT SALE
	LOTS DEVELOPMENTS, MAPS OF, DRAINAGE AND DRAINAGE, AND ENGINEER'S CERTIFICATION, RESTRICTIONS, NOTICES.

GARZA AND GARZA ENGINEERING
CONSULTING ENGINEERS
100 E. FERGUSON, PHARR, TEXAS, 78577
Tel. 956-533-9280

AI-13697 **13.A.**

Removal of Fixed Asset from Inventory List
CC REGULAR

Date:	02/03/2009
Submitted By:	Gabriel Navarro, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	County Treasurer

Information

CAPTION

Approval to remove the following fixed asset from inventory list:
-One (1) FOSA AP6320TM laptop Hidalgo County Asset Tag Number 3245

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to remove inventory item does not require funding; no fiscal impact.

Attachments

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 01:08 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/29/2009 01:10 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Gabriel Navarro			Started On: 01/29/2009 10:46 AM	
Final Approval Date: 01/30/2009				

AFFIDAVIT

It is my intent to attest that the item with asset number 32458, FOSA AP6320TM laptop, is no longer in the possession of the Hidalgo County Treasurer's Office. This Laptop was replaced for a desktop computer, asset number 33055 Pentium 233 MMX Mini Tower, shortly after receiving the item in 1998. All efforts where exhausted through the Hidalgo County Fixed Assets Division, Information Technology Department and the County Treasurer's Office staff to locate information on this item. Due to the lapse of time and transitions of county department staff back-up information is no available, therefore I formally request that the aforementioned item be removed from the inventory list.

RECEIVED
JAN 27 2009
By

Norma G. García
Norma G. Garcia
Hidalgo County Treasurer

THE STATE OF TEXAS ()
()
COUNTY OF HIDALGO ()

BEFORE ME, the undersigned authority, on this day personally appeared NORMA G. GARCIA known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he (she) executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 26 day of JANUARY 2009 A.D.

NOTARY PUBLIC STATE OF TEXAS
ALFREDO ZAMARRIPA
My Commission Expires
October 05, 2011

Alfredo Zamarripa
Notary Public

AI-13642 **14.A.**

Closing of Minnesota Road

CC REGULAR

Date:	02/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration, action and/or approval to temporarily close Minnesota Road approximately 1831.07 feet from 91/2 Mile Line to Canal - A third-class road as per Section 251.010 of the Transportation Code.

BACKGROUND

Property owner will be erecting a gate, closing off access to the roadway. He currently owns land on both sides of said roadway.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

Link: Section 251.010

Link: Minnesota Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 07:47 AM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 08:25 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Sandra Garcia — Started On: 01/27/2009 09:30 AM

Final Approval Date: 01/30/2009

Texas Transportation Code - Section 251.010. Gates On Third-Class And Neighborhood Roads; Offenses

§ 251.010. GATES ON THIRD-CLASS AND NEIGHBORHOOD ROADS; OFFENSES. (a) A person, including a neighborhood association, who owns or controls real property on which a third-class road or a neighborhood road established under Section 251.053 is located for which the right-of-way was obtained without cost to the county may erect a gate across the road when necessary. The person shall place a permanent hitching post and stile block on each side of the gate within 60 feet of the gate. The gate must be:

(1) at least 10 feet wide;

(2) free of obstructions above the gate;

(3) constructed so that opening and shutting the gate will not cause unnecessary delay to persons, including emergency personnel, using the road; and

(4) constructed with a fastening to hold the gate open until a person using the gate passes through it.

(b) The property owner shall keep the gate and the approaches to the gate in good order.

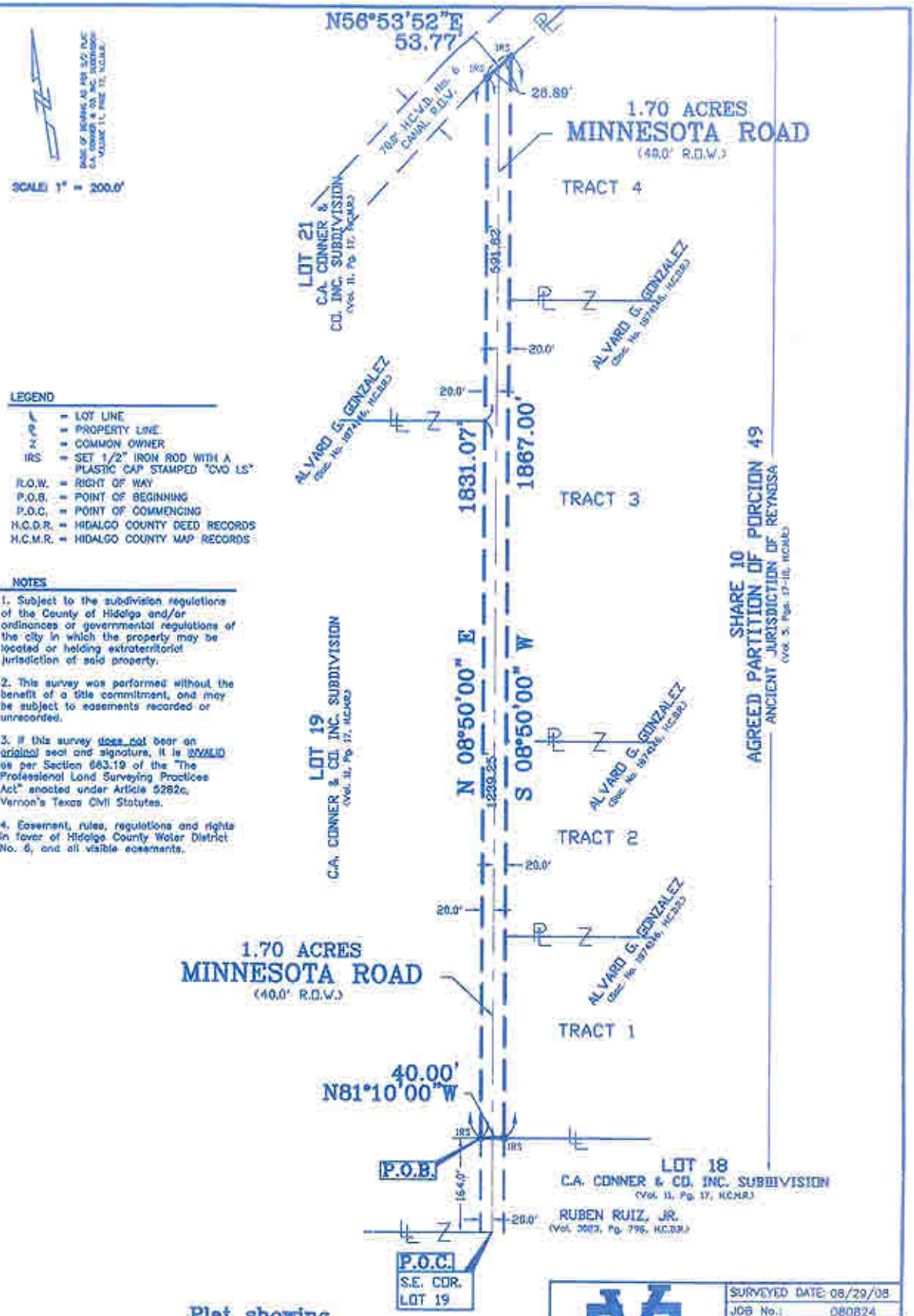
(c) A person who erects a gate across a road specified by Subsection (a) and who wilfully or negligently fails to comply with a requirement of this section commits an offense. An offense under this subsection is a misdemeanor punishable by a fine of not less than $5 or more than $20. Each week that the person fails to comply with this section constitutes a separate offense.

(d) A person who wilfully or negligently leaves open a gate on a road specified by Subsection (a) commits an offense. An offense under this subsection is a misdemeanor punishable by a fine of not less than $5 or more than $20.

Acts 1995, 74th Leg., ch. 165, § 1, eff. Sept. 1, 1995. Amended by Acts 1999, 76th Leg., ch. 1123, § 1, eff. Sept. 1, 1999.

Section: Previous 251.004 251.005 251.006 251.007 251.008 251.009 251.0095 251.010 251.011 251.012 251.013 251.014 251.015 251.016 251.017 Next
Last modified: August 10, 2007

LAND SURVEYORS



LEGEND

L	= LOT LINE
P	= PROPERTY LINE
Z	= COMMON OWNER
IRS	= SET 1/2" IRON ROD WITH A PLASTIC CAP STAMPED "CVO LS"
R.O.W.	= RIGHT OF WAY
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCING
H.C.D.R.	= HIDALGO COUNTY DEED RECORDS
H.C.M.R.	= HIDALGO COUNTY MAP RECORDS

NOTES

1. Subject to the subdivision regulations of the County of Hidalgo and/or ordinances or governmental regulations of the city in which the property may be located or holding extraterritorial jurisdiction of said property.

2. This survey was performed without the benefit of a title commitment, and may be subject to easements recorded or unrecorded.

3. If this survey does not bear an original seal and signature, it is INVALID as per Section 663.19 of the "The Professional Land Surveying Practices Act" enacted under Article 5282c, Vernon's Texas Civil Statutes.

4. Easement, rules, regulations and rights in favor of Hidalgo County Water District No. 6, and all visible easements.

Plat showing
EXISTING 40.0' R.O.W. OF MINNESOTA ROAD OUT OF LOTS 19 & 21, C.A. CONNER & CO. INC. SUBDIVISION (Volume 11, Page 17, H.C.M.R.) AND OUT OF SHARE 10, AGREED PARTITION OF PORCION 49 ANCIENT JURISDICTION OF REYNOSA (Volume 5, Pgs. 17–18, H.C.M.R.) HIDALGO COUNTY, TEXAS

LAND SURVEYING LLC
347 BENAVIDES AVE.
MCALLEN, TEXAS 78501
PH. (956) 618-1551
FAX (956) 618-1547
www.cvols.com

SURVEYED DATE:	08/29/08
JOB No.:	080824
DRAWN BY:	A.S.
CHECKED BY:	C.V.
REVISIONS:	

SURVEYOR'S CERTIFICATION

I, Carlos Vasquez, Registered Professional Land Surveyor, do hereby certify that above foregoing plat to be a true and correct representation of the land as surveyed on August 29, 2008, on the ground under my direction.

Carlos Vasquez
R.P.L.S. No. 4606
STATE OF TEXAS

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L. R
PRECAST
PRECAST

AI-13683 **14.B.**

Earnest Money Contract- Theordora Jacqueline Aguilar
CC REGULAR

Date:	02/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for County Judge to execute Earnest Money Contract for a 47.66 acre tract of land out of Lot 14 R. B. Curry Survey No. 4 Subdivision for the San Carlos Drainage Improvement Project with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue manual check.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Funding from 2009 Certificate of Obligation Series is to become available as of February 18th 2009. Approximately $4,000,000.00 is still available from the aforementioned funds.

Attachments

Link: SCAN 44

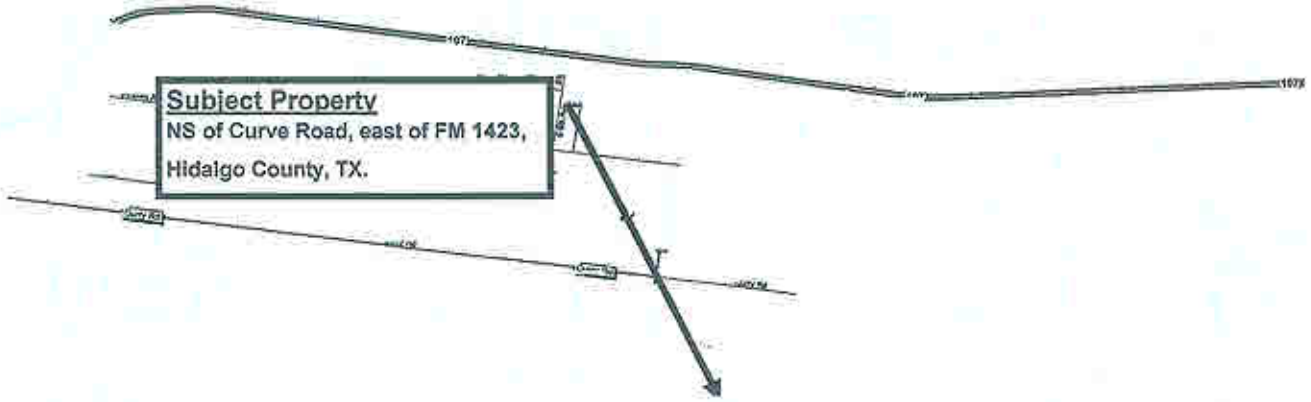
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 07:50 AM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 02:12 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Sandra Garcia Started On: 01/28/2009 05:12 PM

Final Approval Date: 01/30/2009

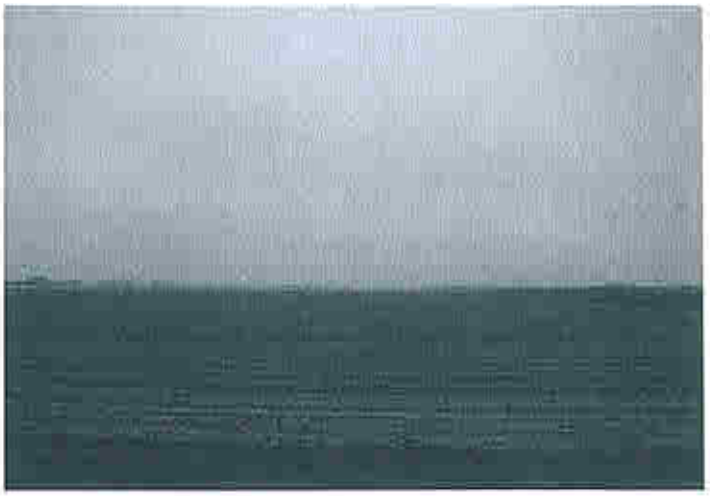



Subject Property
NS of Curve Road, east of FM 1423,
Hidalgo County, TX.


San Carlos
107
Valverde Rd
La Blanca
La Blanca Rd
Subject Property
NS of Curve Road, east of FM
1423, Hidalgo County, TX.
Mile 15 N
© 2008 Europa Technologies
© 2008 Tele Atlas
Google
26°17'31.56" N 98°03'16.81" W
elev 69 ft
2007
Eye alt 14629 ft


Subject Property
Tex-Mex Rd
Skinner Rd
Sunflower Rd
E Wind
Holmes R
107
1423
Navarro Ln
Valverde Rd
Dillon Rd
Curve Rd
Mile 15 N
Google
© 2008 Tele Atlas
26°16'50.13" N 98°03'22.23" W
elev 72 ft
2007
Eye alt 7905 ft





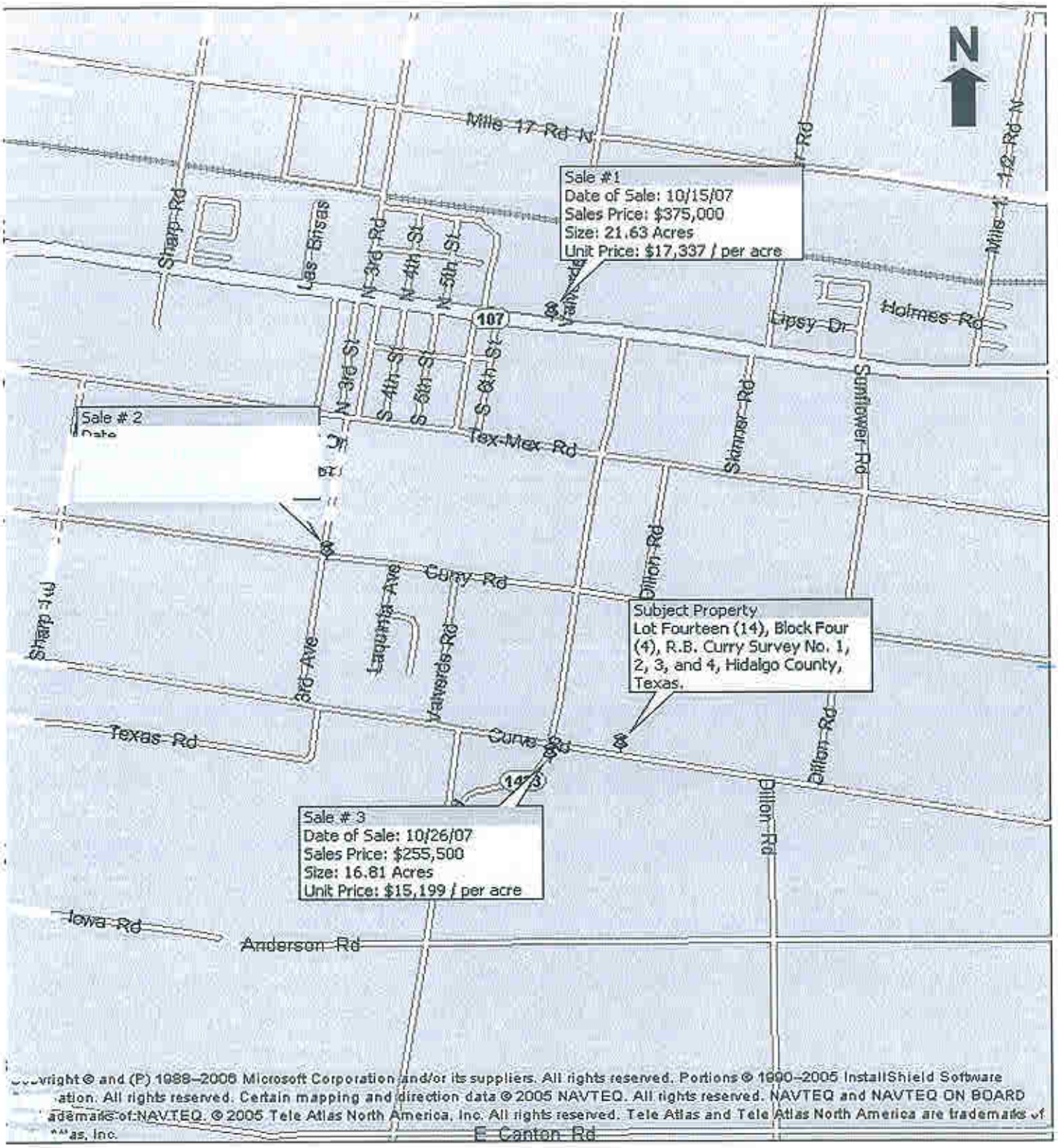





For Sale
778-8252
$175,000
140x315
FOR SALE BY OWNER
(956) 778-8252
7 ACRES
$199,000


SAN CARLOS SCRAP METALS





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AI-13680 **14.C.**

Parcel 1 San Carlos Drainage Improvement Project - Kaylen Heights # 3

CC REGULAR

Date:	02/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Consideration and approval to purchase easement on a certain tract of land described as Parcel #1- Kaylen Heights Subdivision for the San Carlos Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-036-0-713

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

BUDGETARY IMPACT:

Funding available for payment as of 1/30/09.

Attachments

Link: SCAN 47

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 07:48 AM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 10:18 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Sandra Garcia			Started On: 01/28/2009 05:02 PM	
Final Approval Date: 01/30/2009				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

PAY-MEMO

TO: Comm. Oscar L. Garza Jr.
Hidalgo County Pct # 4
Attn. Rumaldo Muniz, Jr. Accts. Payable

FROM: Mr. J. Benito Rodriguez, Agent
Right Of Way Department

DATE: January 14, 2009

RE: San Carlos Drainage Improvements Project: Kaylen Heights Unit # 3
Kate Medina

Comm. Garza,

Attached, please find a copy of a signed unrecorded Deed, Appraisal Report, copy of settlement offer approved by Commissioners' Court and a signed 1099-S form by the land owner on the above-mentioned project. A check in the amount of $4,000.00 needs to made payable to Kate Medina as soon as possible from your Account No. 9-1204-431-00-124-036-0-713 set it for this project.

Commissioners' Court approved this project on November 12, 2008 and in open and closed executive session on January 13, 2009.

Should you have any questions, please feel free to call.

Approved _____
Comm. Oscar L. Garza Jr.

Approved _____
Jose N. Pena, ROW Director

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

COPY

EASEMENT FOR DRAINAGE LINE PURPOSES

San Carlos Drainage Improvements Project

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

KNOW ALL MEN BY THESE PRESENTS:

That, I, Kate Medina, a single woman, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Four Thousand Dollars and No/100ths ($4,000.00) to Grantors in hand paid by the County of Hidalgo, acting by and through the Hidalgo County Commissioners Court, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the County of Hidalgo an easement in, along, upon and across the property which is situated in the County of Hidalgo, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement conveyed herein is for the purpose of opening, constructing and maintaining a permanent drainage line easement in, along, upon and across said premises described in Exhibit "A" together with the right and privilege at all times of the Grantee herein, its agents, employees and representatives of ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the County deems necessary.

HOWEVER, it is expressly understood and agreed that should said easement be abandoned, the estate hereby conveyed shall revert to and revest in the Grantors and their heirs, and it shall be lawful for them to re-enter and obtain sole possession of the premises hereby conveyed.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said Drainage Line may be removed from said premises by the County.

TO HAVE AND TO HOLD the premises described in Exhibit "A" for said purposes together with all and singular the rights, privileges and appurtenances thereto in any manner belonging, unto the County of Hidalgo forever; and Grantors hereby bind themselves, their heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the County of Hidalgo, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, this instrument is executed on this the 14th day of January 2009.

Kate Medina

Kate Medina, a single woman

ACKNOWLEDGMENT

STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Kate Medina, a single woman known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 14 day of January 2009.

I. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

Notary Public, State of Texas

Document Reviewed by:
Atlas & Hall, L.L.P.

JANUARY 8, 2009

COUNTY OF HIDALGO
OSCAR L. GARZA, JR.
1102 N. DOOLITTLE RD.
EDINBURG, TEXAS 78541

RE: SAN CARLOS DRAINAGE IMPROVEMENT
PROJECT PARCEL: KAYLEN HEIGHTS

TO WHOM IT MAY CONCERN:

MY NAME IS KATE MEDINA AND I RESIDE AT 5503 SOUTH CESAR CHAVEZ EDINBURG, HIDALGO COUNTY, TEXAS.

I, KATE MEDINA WAS NOT IN AGREEMENT WITH THE COMPENSATION OFFER FOR THE DRAINAGE EASEMENT IMPROVEMENT, OF $2,925.00, I WILL CONSIDER, THE AMOUNT OF $4,000.00 TO NEGOTIATE.

Kate Medina
KATE MEDINA

JOSE N. PEÑA
Director

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

To: Commissioners' Court

From: J. Benito Rodriguez, Agent
Right of Way Department

Date: January 13, 2009

Subject: San Carlos Drainage Improvements Project: Kaylen Hts.
Parcel 1—Kate Medina

Appraised Value	**$ 2,925.00**
Settlement Demand	**$ 4,000.00 ****
Difference	**($1,075.00) *****

*****See attached letter**

*** The Right of Way Department at this time recommends the submitted Settlement Demand.**

Commissioners' Court Executive Session January 13, 2009.

1/13/09 **Approved**

Not Approved

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

METES AND BOUNDS

PROJECT: HIDALGO COUNTY PRECINCT No.4
SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT
PARCEL No.1: KAYLEN HEIGHTS No.2 DRAINAGE
30.0' PERMANENT EASEMENT

A 0.468 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 855080, 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 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE NORTH LINE OF LOT 14 FOR THE NORTHEAST CORNER OF THIS TRACT, SAID ROD BEARS N 81°28'09"W, 640.00 FEET FROM THE NORTHEAST CORNER OF LOT 14.

THENCE; S 08°31'51"W, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 81°28'09"W, A DISTANCE OF 680.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE WEST LINE OF LOT 14 FOR THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 08°31'51"E, ALONG THE WEST LINE OF LOT 14, A DISTANCE OF 30.00 FEET TO A 1/2" IRON ROD 24" WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF LOT 14 AND THE NORTHWEST CORNER OF THIS TRACT.

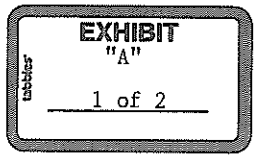
THENCE; S 81°28'09"E, ALONG THE NORTH LINE OF LOT 14, A DISTANCE OF 680.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.468 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH KAYLEN HEIGHTS No.3, RECORDED IN VOLUME 32, PAGE 36, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

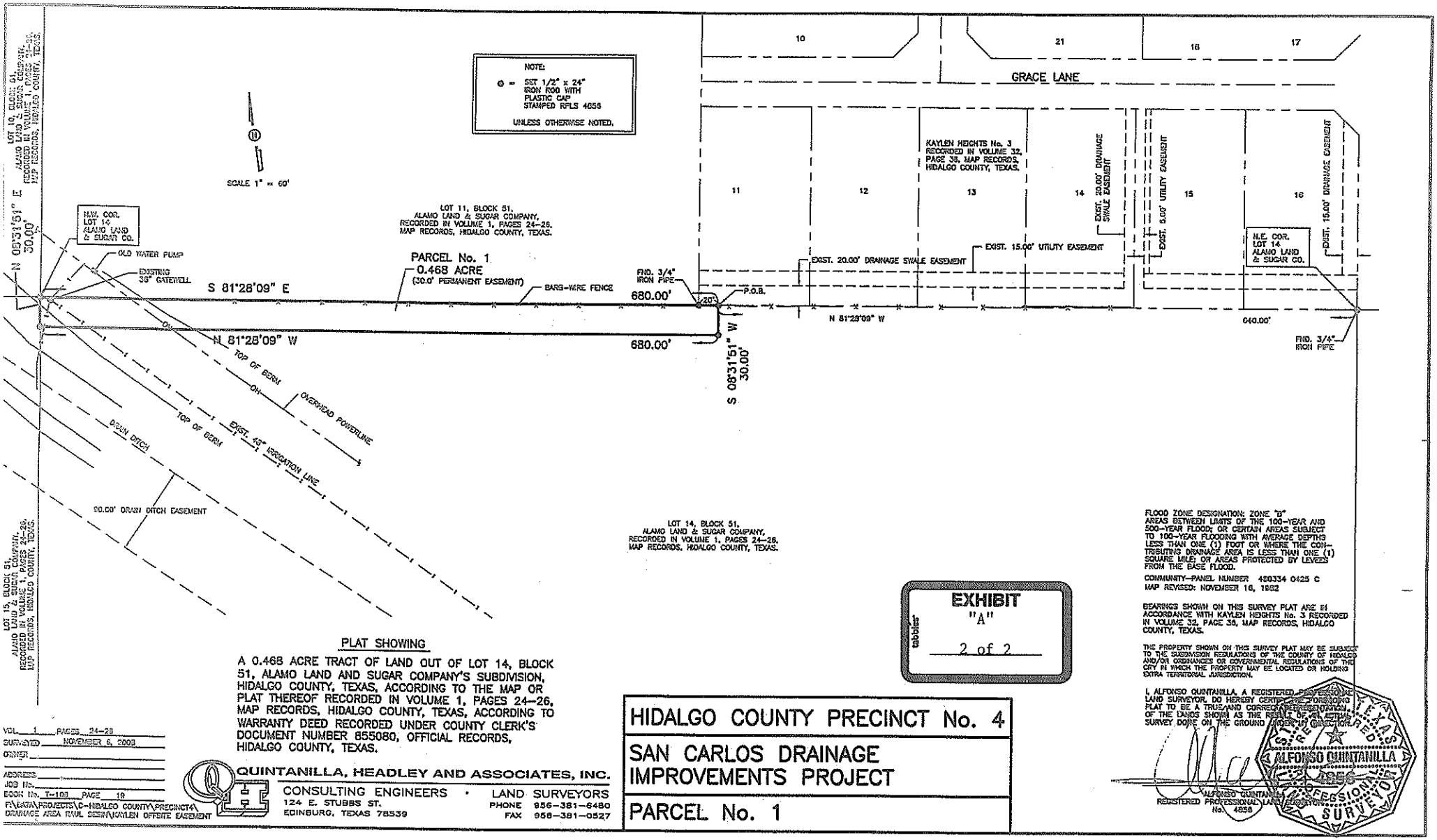
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: December 16, 2008



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856





PLAT SHOWING

A 0.468 ACRE TRACT OF LAND OUT OF LOT 14, BLOCK 51, ALAMO LAND AND SUGAR COMPANY'S SUBDIVISION, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 1, PAGES 24-26, MAP RECORDS, HIDALGO COUNTY, TEXAS, ACCORDING TO WARRANTY DEED RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 855080, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FLOOD ZONE DESIGNATION: ZONE "B" AREAS BETWEEN LIMITS OF THE 100-YEAR AND 500-YEAR FLOOD; OR CERTAIN AREAS SUBJECT TO 100-YEAR FLOODING WITH AVERAGE DEPTHS LESS THAN ONE (1) FOOT OR WHERE THE CONTRIBUTING DRAINAGE AREA IS LESS THAN ONE (1) SQUARE MILE; OR AREAS PROTECTED BY LEVEES FROM THE BASE FLOOD.

COMMUNITY—PANEL NUMBER 480334 0425 C
MAP REVISED: NOVEMBER 16, 1982

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH KAYLEN HEIGHTS No. 3 RECORDED IN VOLUME 32, PAGE 38, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4656

STATE OF TEXAS
ALFONSO QUINTANILLA
4656
REGISTERED PROFESSIONAL LAND SURVEYOR

EXHIBIT "A"
2 of 2

VOL. 1 PAGES 24-26
SURVEYED NOVEMBER 6, 2003
OWNER
ADDRESS
JOB No.
DOCK No. T-103 PAGE 10
F:\DATA\PROJECTS\C-HIDALGO COUNTY\PRECINCT4\DRAINAGE AREA RAWL DESIGN\KAYLEN OFFSITE EASEMENT

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

HIDALGO COUNTY PRECINCT No. 4

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

PARCEL No. 1

AI-13689 **14.D.**

Payment Authorization - San Carlos Drainage Improvement Project

CC REGULAR

Date:	02/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

1. Consideration and approval to purchase a certain tract of land described 2.4 acres of land out of Block 200 La Blanca Tract of the Llano Grande Grant for the San Carlos Drainage Improvement Project - Elva & Fred Villarreal.

2. Consideration and approval to purchase a certain tract of land described as Holding Pond # 1 being an 18.76 acre tract of land out of Lot 15 Section 260 Texas Mexican Railway Company's Survey for the San Carlos Drainage Improvement Project - Rolando R. Guerra.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-036-0-733

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

BUDGETARY IMPACT:

Funding is pending transfers, AI-13735 and AI-13736 in the total amount of $250,000.00.

Attachments

Link: Villarreal

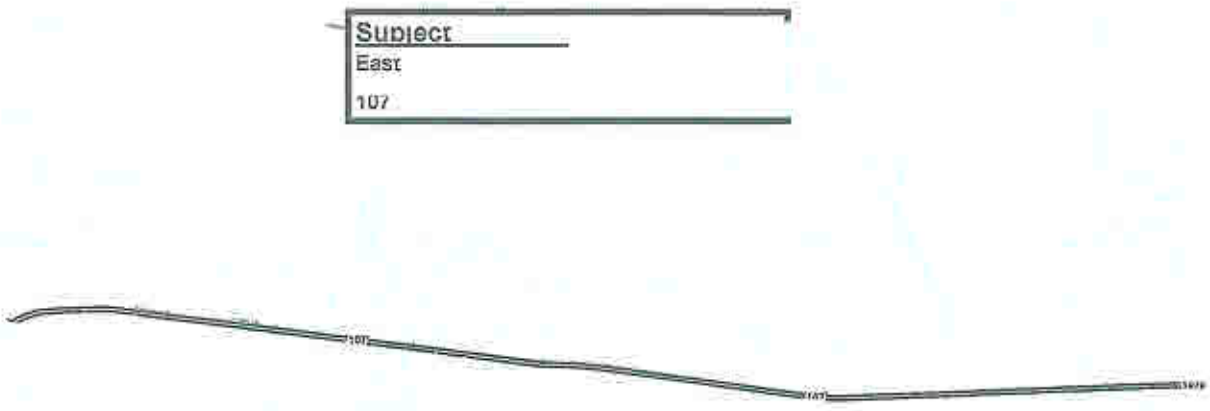
Link: Guerra

Form Routing/Status

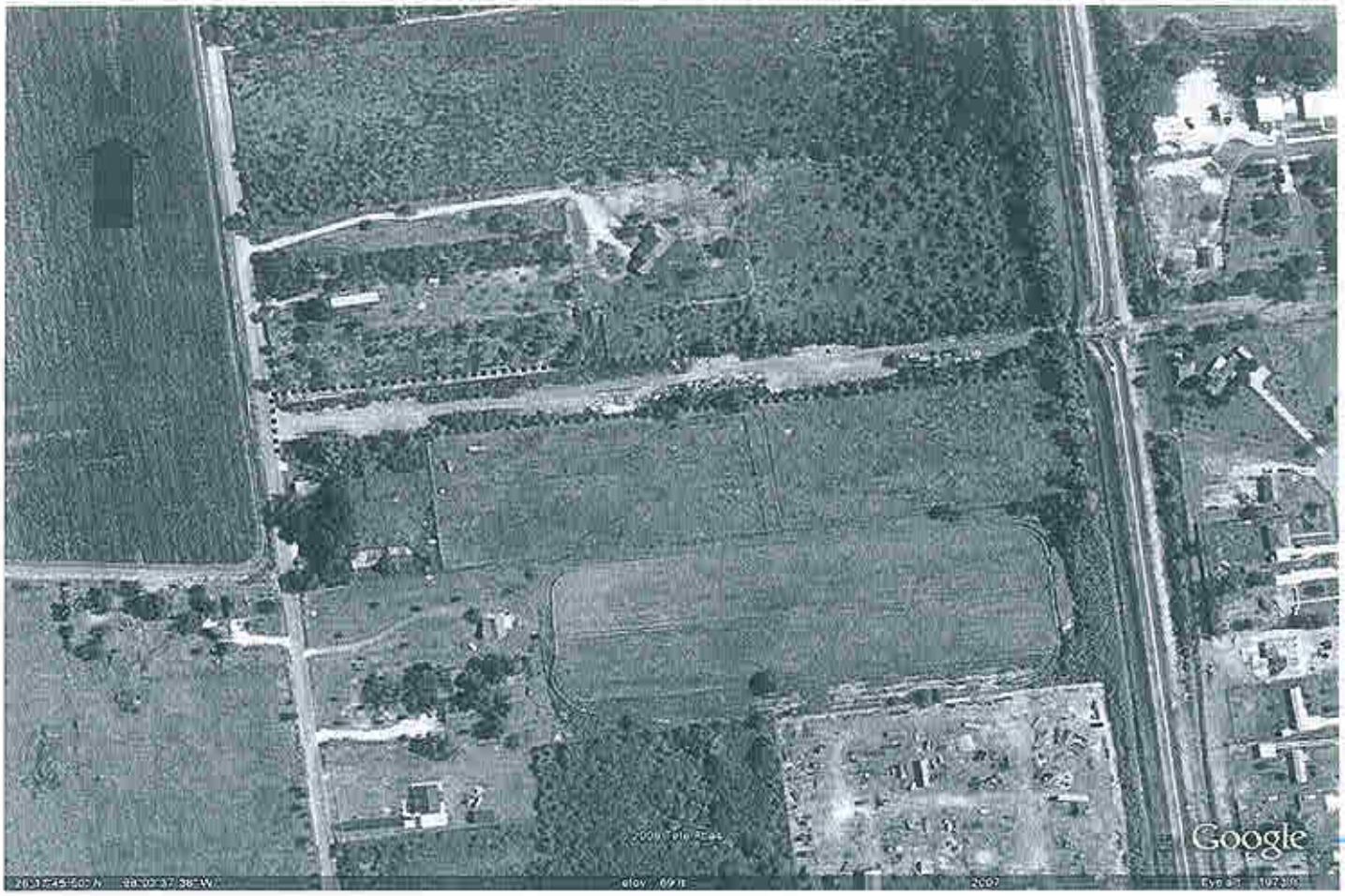
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 01:06 PM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 03:08 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Sandra Garcia Started On: 01/29/2009 10:05 AM

Final Approval Date: 01/30/2009


Subject
East
107


Subject Property
East Side of Sunflower Road,
north of SH 107, Hidalgo County.
San Carlos
107
La Blanca
La Blanca Rd
Valverde Rd
Mile 15 N
© 2008 Europa Technologies
© 2009 Tele Atlas
Google
26°17'31.56" N 98°03'16.81" W
elev 69 ft
2007
Eye alt 14629 ft


Google





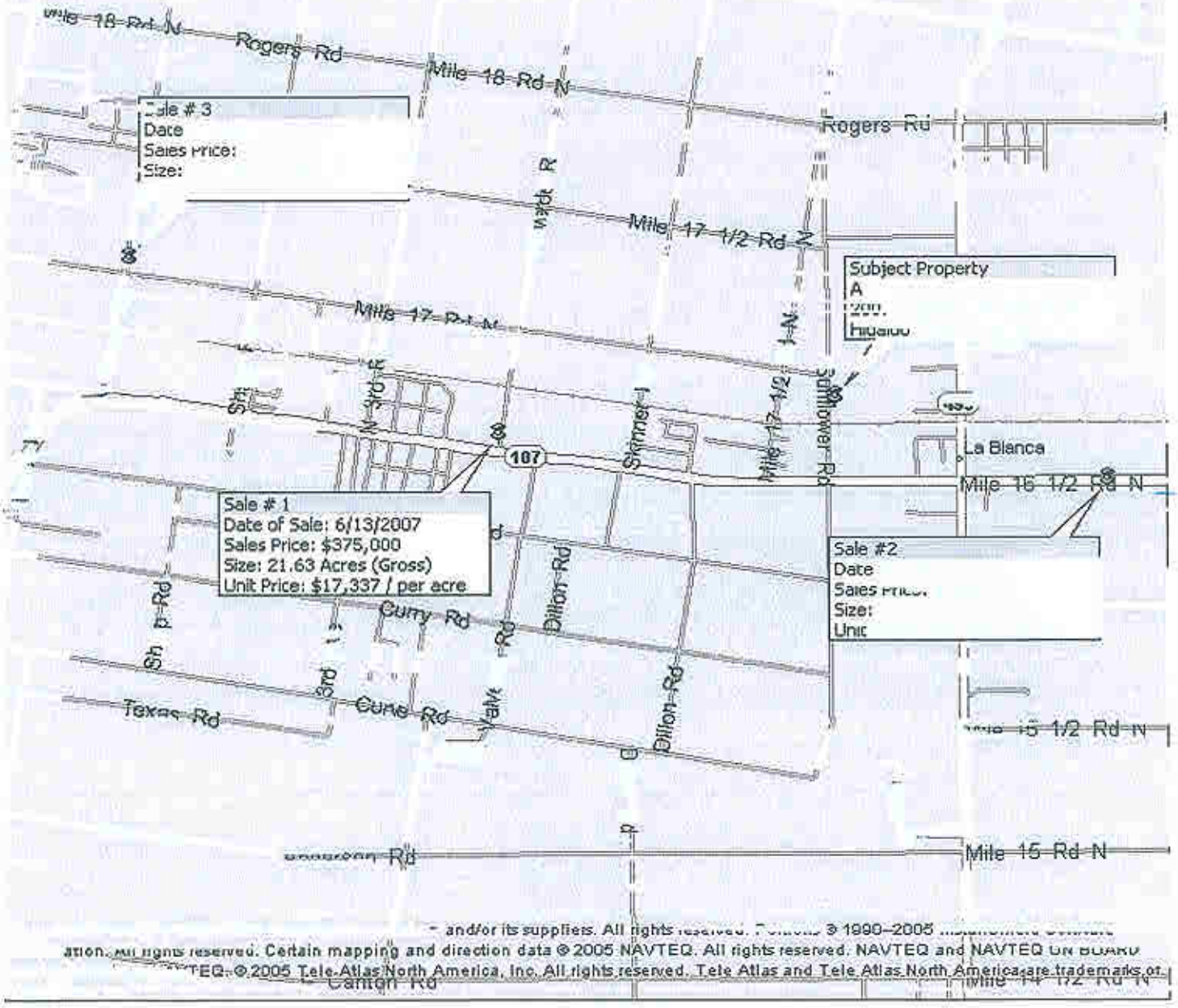



FOR SALE
BY OWNER


For Sale
FOR SALE BY
OWNER
778-8252
(956) 778-8252
$175,000
7 ACRES
140x315
$199,000


BUY JUNK CARS
CARROS
FIERRO. 60
Cans
$25
COPPE
BRASS A
A/C B

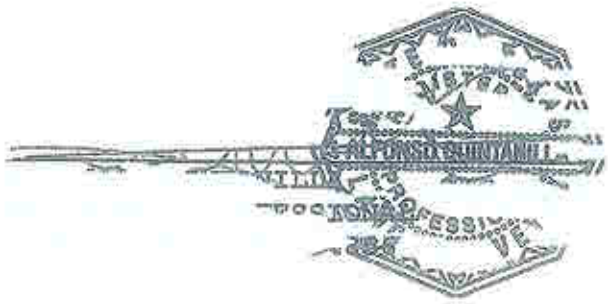

For Sale



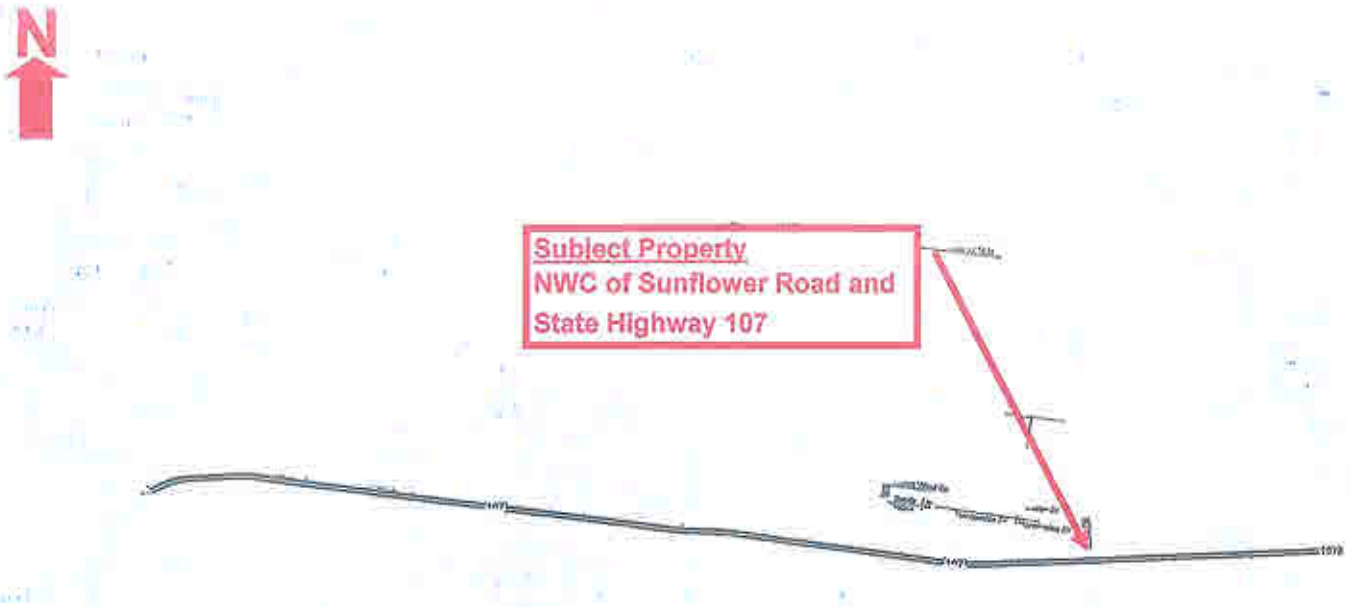
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N
Subject Property
NWC of Sunflower Road and
State Highway 107


N
Subject Property
NWC of Sunflower Road
and State Highway 107
San Carlos
107
La Blanca
La Blanca Rd
Valverde Rd
Mile 15 N
©2008 Europa Technologies
©2008 Tele Atlas
Google
28°17'31.56" N 98°03'16.81" W
elev 69 ft
2007
Eye alt 14629 ft


N
N
1 inch equals 150 feet
Subject Property
15
GUERRA, ROLANDO R.
T2100-00-260-0015-09
SUNFLOWER
FRANKLIN
HIGHWAY 107
HIGHWAY 107









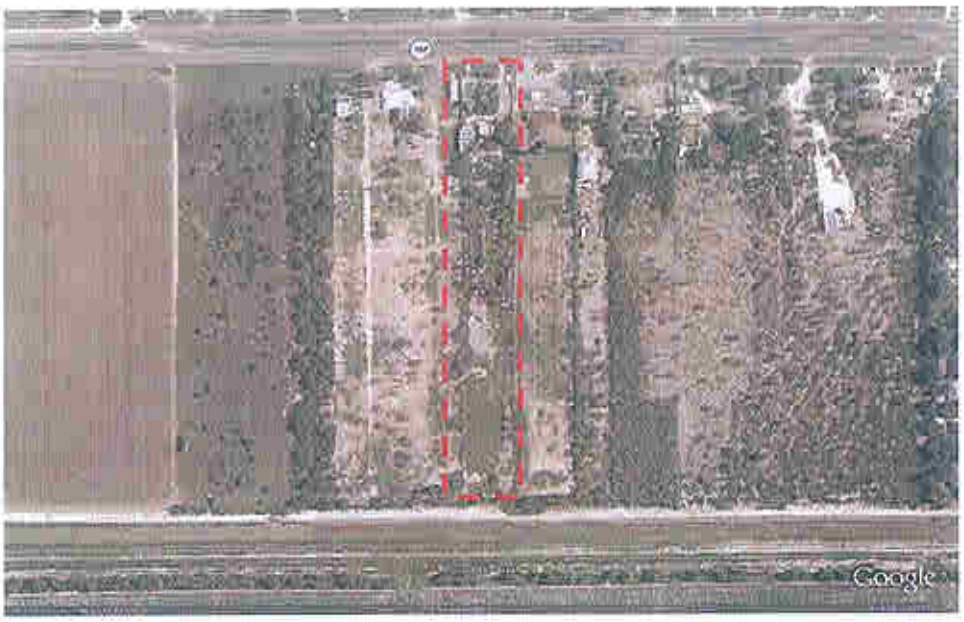



FOR SALE
457-3065

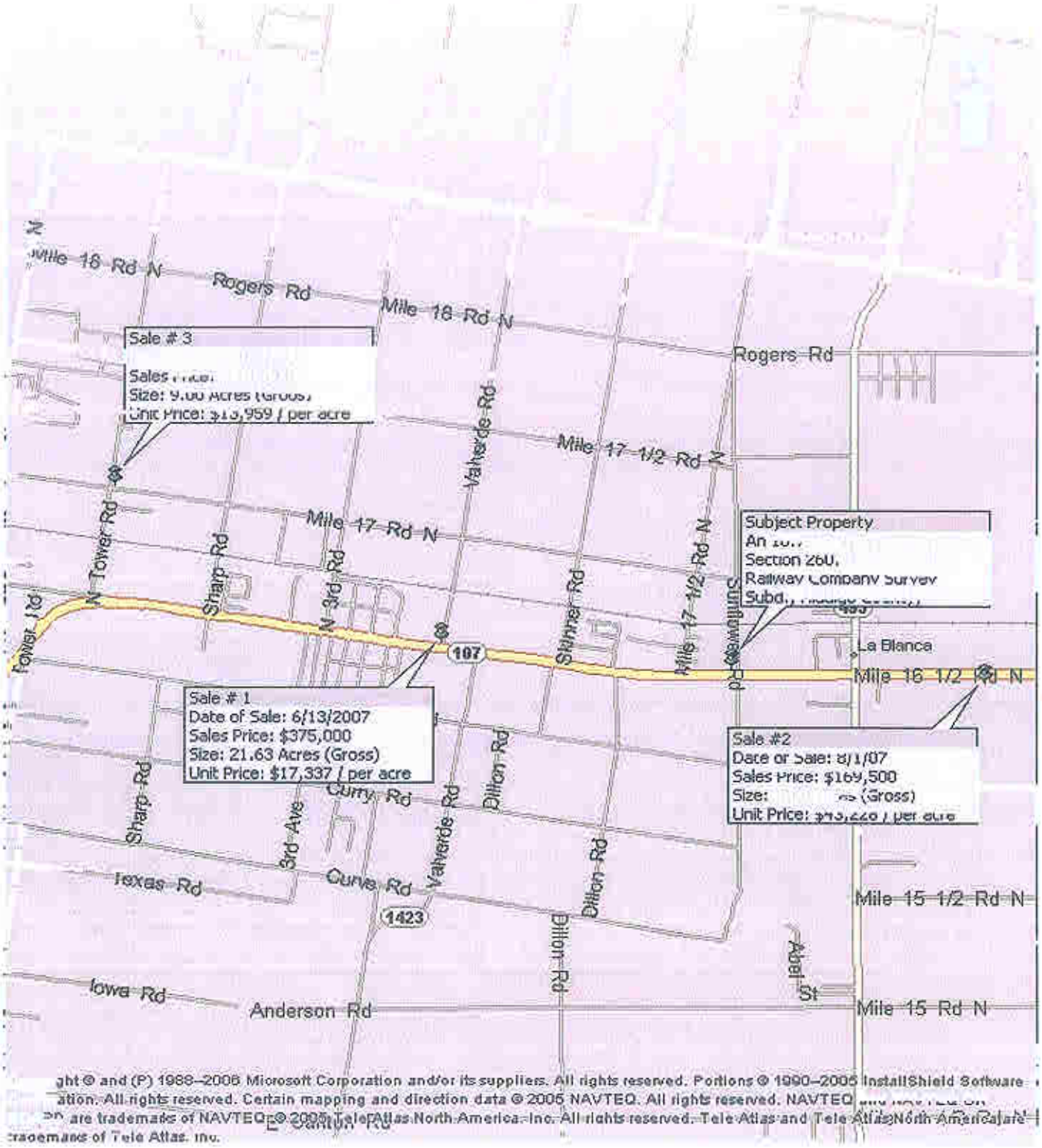





Google


Google


Cucons Dr
E Chapin Rd
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© 2008 Tele Atlas
Eye alt 2286 ft



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AI-13711 **14.E.**

Interlocal Agreement- City of Alamo & County of Hidalgo

CC REGULAR

Date:	02/03/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization to enter in an Interlocal Agreement with the City of Alamo and the County of Hidalgo for the Tower Road Project. Project Limits: Tower Rd from FM 495 to Expressway 83 and Business 83 to Moore Road, sections of which are within the city limits of Alamo.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-260-001-0-711

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

BUDGETARY IMPACT:

Available balance is $800,000.00 as of 1/30/09.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:12 PM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 01:26 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Sandra Garcia			Started On: 01/29/2009 02:49 PM	
Final Approval Date: 01/30/2009				

STATE OF TEXAS §

COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN
THE COUNTY OF HIDALGO AND THE CITY ALAMO, TEXAS

THIS agreement is made on this the _____ day of, _____, 2009, by and between the CITY OF ALAMO, TEXAS, hereinafter referred to as "Alamo" and the COUNTY OF HIDALGO, TEXAS hereinafter referred to as "County", pursuant to the provisions of the Texas Inter-Local Cooperation Act, as follows:

WITNESSETH:

WHEREAS, "Alamo" is a home rule municipality located in Hidalgo County,

Texas;

WHEREAS, "County" is a county in the State of Texas;

WHEREAS, the City of Alamo has deemed it necessary to make certain highway improvements to Tower Road from FM 495 to Expressway 83 and Business 83 to Moore Road (the "Project"), sections of which are within the city limits of Alamo.

WHEREAS, the County and Alamo desire to cooperate in the improvements required to complete the Project this will include the acquisition of certain right-of-way;

WHEREAS, County and Alamo are authorized to enter into this Agreement pursuant to the Inter-local Cooperation Act, Texas Gov't Code 791.001 et. Seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and Alamo, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to undertake the acquisition of right-of-way for the Project within the city limits of Alamo, including but not limited to, required title reports, title policies, appraisals, recording fees, closing costs, the cost of land and condemnation on the reimbursement basis.

2. Alamo agrees to reimburse County for any and all expenses for right-of-way acquisition including but not limited to the cost of land, title policies, appraisals, recording fees, closing costs, legal services, administrative fees, and any other associated expenses incurred by County related to acquisition or condemnation of such right-of-way within the city limits of Alamo.

3. County agrees to invoice Alamo for all expenses incurred on Alamo's behalf for the Project for work performed within the city limits except for those expenses paid directly by the City of Alamo and agrees to make such payments to County within thirty (30) days of receipt of invoices.

4. 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.

5. **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 this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

7. **Entire Agreement**: This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agreement or representative) and 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 Alamo County, and not otherwise.

8. 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.

9. 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 Alamo: City of Alamo
Attention: Rudy Villarreal, Mayor
420 N. Tower Road
Alamo Texas, 78516

If to Hidalgo: Hidalgo County, Texas
Attention J.D. Salinas, III, County Judge
P .0. Box 758
Edinburg, Texas 78539-0758

With Copy to: Sylvia Handy, Commissioner, Precinct No. 1

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 times as it is deposited in the United States Mail.

10. **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.

11. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assign where permitted by this Agreement.

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

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

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

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

16. **Governmental Purpose.** Each party hereto is entering into this agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

17. **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 these 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.

CITY OF ALAMO

_____

Rudy Villarreal - Mayor

ATTEST:

_____

City Secretary

HIDALGO COUNTY

_____

J.D. Salinas III, County Judge

ATTEST:

_____

Arturo Guajardo, County Clerk

Approved as to Form:

_____

Atlas & Hall, L.L.P .
By: Stephen L. Crain

AI-13659 **15.A.**

Delete Cell Phone Service

CC REGULAR

Date:	02/03/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	Tax Office

Information

CAPTION

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Request Form (for deletion of service) for the following elected official(s), department head(s), program director(s) and employee(s):

Department Name:	Name of Employee:	Plan:	Equipment Type:
Tax Office	David Juarez	BE 1000	IC 502

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-001-0-532

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

BUDGETARY IMPACT:

Deleting service would make funds available.

Attachments

Link: Delete Cell Phone Service

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/28/2009 10:20 AM	APRV
2	Roland Garcia	Rolando Garcia	01/28/2009 03:04 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Griselda Salazar Started On: 01/28/2009 09:57 AM

Final Approval Date: 01/30/2009

CELLULAR PHONE REQUEST FORM
HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Phone and service (NEW)
☐ Phone and service (Porting/Existing number: 956-457-5423)
☐ Plan change
☐ User Name Change
☒ Delete Service
☐ Other_____

(2) Requesting employee/position: David Juarez - Fraud Investigator

Employee ID #: 141291 Office: Tax Office **Budget Acct. #:** 9-1100-415-15-140-001-532

(3) Type of duties:

☐Offsite duties ☐On-call duties ☒Law Enforcement ☐Emergency Response ☐Other:_____

(4) Describe how cell phone will be used:_____

(5) Anticipated usage in minutes per month (check only one):

Sprint	☐ Other	☑ BE1000	☐ Data Plan	☑ Equipment Type	☐ Equipment Cost
Plan Cost	$____	$55.00	$55.00	IC502	$____

(6) Will phone be used outside of the County of Hidalgo _____. If yes indicate where and how frequently _____

(7) Cell phones come with desktop charger. Additional accessories needed:

Car charger _____ Carrying case _____ Extra battery _____ Other:_____

(8) If requesting a different model or make of cell phone than is supplied under the current contract indicate justification for additional expense_____

Department Head / Elected Official

↑ Signature ↑	↑ Print Name ↑	↑ Date Signed ↑
[signature]	ARMANDO BARRERA JR. TAX A/C	11/27/09

APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT

APPROVAL DATE : _____

For multiple phone requests, please continue on the following page.
V5 – modified 3/12/2008

AI-13694 **16.A.**

449th District Court - Salary Adjustment
CC REGULAR

Date: 02/03/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: 449th District Court
Department: BUDGET & MANAGEMENT
Agenda Category: Budget and Management

Information

CAPTION

449th District Court:
1. Approval to adjust the budgeted salary for the following positions as requested by new District Court Judge, effective next full pay period of 02/16/09.

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary
0004	Baliff/ Interpreter	$41,467.00	$46,000.00
0005	Asst. Court Coordinator	$44,100.00	$45,000.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-011-001-0-113
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
funds available in obj. 113 thru transfer done from AI-13200 CC 01/13/09 for $5,433.00

Attachments

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/30/2009 10:46 AM	APRV
2	Budget & Management	Veronica Lopez	01/30/2009 01:12 PM	APRV
3	Roland Garcia	Rolando Garcia	01/30/2009 03:34 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Sylvia Solis
Started On: 01/29/2009 10:26 AM

Final Approval Date: 01/30/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-412-00-011-001-0
449TH DC

AI-13694

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	$15,000.00	$0.00	$15,000.00	0	$0.00	$0.00	$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
0002	113	COURT REPORTER	$70,000.00	$0.00	$70,000.00	0.05	$3,500.00	$0.00	$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0003	113	COURT COORDINATOR	$62,500.00	$0.00	$62,500.00	0.05	$3,125.00	$0.00	$65,625.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
								$4,533.00	**SHOULD BE: $46,000.00**							
0004	113	BAILIFF/INTERP	$39,492.00	$0.00	$39,492.00	0.05	$1,975.00	~~$0.00~~	~~$41,467.00~~	$41,467.00	$300.00	$6,000.00	$0.00	$0.00	$0.00	$47,767.00
								$900.00	**SHOULD BE: $45,000.00**							
0005	113	ASST CRT COOR	$42,000.00	$0.00	$42,000.00	0.05	$2,100.00	~~$0.00~~	~~$44,100.00~~	$44,100.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,100.00
		TOTAL	$228,992.00	$0.00	$228,992.00		$10,700.00	$5,433.00	$245,125.00	$234,067.00	$300.00	$6,000.00	$0.00	$10,373.00	$0.00	$250,740.00

Approval to adjust the budgeted salary for the above positions due to new administration's request, effective next full pay period of 02/16/09, pending commissioners' court approval.

AI-13742 **16.B.**

Co. Clerk Title Change fromDeputy Clerk to Public Info Officer

CC REGULAR

Date:	02/03/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Annette Muniz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Co. Clerk:
1. Approval of title change for slot 0007 from Deputy Clerk to Public Information Officer with no salary change.
2. Approval of Revised Salary Schedule

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/30/2009 04:29 PM	APRV
2	Budget & Management	Veronica Lopez	01/30/2009 04:42 PM	APRV
3	Sylvia Solis		01/30/2009 05:06 PM	NEW
Form Started By: Ivan Cantu			Started On: 01/30/2009 04:04 PM	
Final Approval Date: 01/30/2009				

AI-13743 **16**

resinding action on Pct. 3 positions changes

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Budget and Management

Purchasing only: Salary Schedul Change

Information

CAPTION

Approval to rescind action taken on 1/6/09 (AI #13151) in reference to the creation/transfer of four (4) position from Pct. #3

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo Started On: 01/30/2009 04:53 PM

Final Approval Date: 01/30/2009

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AI-13640 **16.D.1.**

Interdept transfer from Co. Wide Contingency to Pct. 1 CRC (1100)
CC REGULAR

Date:	02/03/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Pct. No. 1 CRC (1100):
Approval of 2009 interdepartmental transfer from Countywide Administration - Contingency to Precinct No. 1 CRC in the amount of $81,074.44 to fund salaries, fringes, and operating expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-1XX-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-466-00-121-050-0-XXX $81,074.44 to fund salaries, fringes, and operating expenditures for the Pct. 1 CRC dept.

pending AI-13727 CC 02/03/09 for $50,000.00

Attachments

Link: Pct. 1 CRC interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/26/2009 04:08 PM	APRV
2	Budget & Management	Veronica Lopez	01/27/2009 08:15 AM	APRV
3	Manuel Chapa	Angela Garcia	01/29/2009 08:58 AM	APRV
4	Rey Salazar	Rey Salazar	01/30/2009 02:30 PM	APRV
5	Auditor's Office	Angela Garcia	01/30/2009 04:04 PM	APRV
6	Roland Garcia	Rolando Garcia	01/30/2009 04:09 PM	APRV
7	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Ivan Cantu Started On: 01/26/2009 03:35 PM

Final Approval Date: 01/30/2009

DATE: January 26, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CRC

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(81,074.44)
TO			
9-1100-466-00-121-050-0- 113	Pct. 1 CRC-	Perm F/T Employees	52,720.00
9-1100-466-00-121-050-0- 211	Pct. 1 CRC-	Health Insurance	8,328.00
9-1100-466-00-121-050-0- 212	Pct. 1 CRC-	Life Insurance	54.00
9-1100-466-00-121-050-0- 220	Pct. 1 CRC-	FICA	4,033.00
9-1100-466-00-121-050-0- 230	Pct. 1 CRC-	Retirement	4,755.00
9-1100-466-00-121-050-0- 250	Pct. 1 CRC-	Unemployment Comp	264.00
9-1100-466-00-121-050-0- 260	Pct. 1 CRC-	Workers Comp	105.44
9-1100-466-00-121-050-0- 601	Pct. 1 CRC-	Office Supplies	1,500.00
9-1100-466-00-121-050-0- 602	Pct. 1 CRC-	Paper Supplies	50.00
9-1100-466-00-121-050-0- 605	Pct. 1 CRC-	Clothing & Uniforms	120.00
9-1100-466-00-121-050-0- 609	Pct. 1 CRC-	Agri & Landscaping Supplies	250.00
9-1100-466-00-121-050-0- 613	Pct. 1 CRC-	Safety Supplies	60.00
9-1100-466-00-121-050-0- 661	Pct. 1 CRC-	Minor Office Equipment	650.00
9-1100-466-00-121-050-0- 663	Pct. 1 CRC-	Small Tools	200.00
9-1100-466-00-121-050-0- 664	Pct. 1 CRC-	Other Minor Equipment	1,400.00
9-1100-466-00-121-050-0- 665	Pct. 1 CRC-	Minor Computer Equipment	200.00
9-1100-466-00-121-050-0- 743	Pct. 1 CRC-	Office Equipment	1,500.00
9-1100-466-00-121-050-0- 745	Pct. 1 CRC-	Computer Equipment	2,000.00
9-1100-466-00-121-050-0- 746	Pct. 1 CRC-	Office Furniture	2,885.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund salaries, fringes and operating expenditures for the year 2009 for the Pct. 1 CRC Dept.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-13727 **16.D.2.**

Interdept transfer from Co. Wide Vehicle Replacement to Co. Wide Contingency

CC REGULAR

Date:	02/03/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

Co. Wide Administration - Contingency (1100):
Approval of 2009 interdeparmental transfer within the Countywide Adminstration account, from program #076 to program #002, in the amount of $50,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-0XX-0-XXX

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

BUDGETARY IMPACT:

program no. 076 --> program no. 002 $50,000.00; funds available as of 1-30-09.

Attachments

Link: Interdepartmental transfer form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/30/2009 02:06 PM	APRV
2	Budget & Management	Veronica Lopez	01/30/2009 02:09 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/30/2009 02:45 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Ivan Cantu — Started On: 01/30/2009 11:17 AM

Final Approval Date: 01/30/2009

DATE: January 30, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Co. Wide Adm.

ACCOUNT NUMBER: 9-1100-415-00-115-0XX-0-XXX

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-076-0- 741	Co. Wide Adm Vehicle Replacement-	Vehicles	(50,000.00)
TO			
9-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund unbudgeted expenditures for fiscal year 2009.

SIGNATURE

COMMISSIONERS COURT / / **DATE** **ATTEST, COUNTY CLERK**

AI-13728 **16.D.3.**

Interdept- Jail

CC REGULAR

Date:	02/03/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Jail/Co. Wide Contingency (1100):
Approval of 2008 interdepartmental transfer from Jail to Countywide Administration - Contingency in the amount of $400,000.00 to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-4XX-XX-XXX-002-0-XXX

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

BUDGETARY IMPACT:

8-1100-423-21-280-002-0-211 --> 8-1100-415-00-115-002-0-899 $400,000.00 to faciliate the close out of calendar year 2008; funds available as of 1-30-09

Attachments

Link: Interdept- Jail

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:20 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/30/2009 02:07 PM	APRV
3	Veronica Lopez	Veronica Lopez	01/30/2009 02:13 PM	APRV
4	Ivan Cantu	Ivan Cantu	01/30/2009 02:53 PM	APRV
5	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Veronica Lopez			Started On: 01/30/2009 11:28 AM	
Final Approval Date: 01/30/2009				

DATE: January 30, 2009

DEPARTMENT HEAD: Valde Guerra

DEPARTMENT NAME: Dept. of Budget & Management for Sheriff's Department

ACCOUNT NUMBER: 8-1100-4XX-XX-XXX-002-0-XXX

2008
Transfer
AI- 13728

SUBJECT: **Interdepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
8-1100-423-21-280-002-0- 211	Jail- Health Insurance	($50,000.00)
8-1100-423-21-280-002-0- 331	Jail- Physician Services	($50,000.00)
8-1100-423-21-280-002-0- 332	Jail- Hospital Services	($200,000.00)
8-1100-423-21-280-002-0- 339	Jail- Other Professional Services	($100,000.00)
TO		
8-1100-415-00-115-002-0- 899	Co Wide Adm- Contingency	$400,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: Interdepartmental transfer from various object codes with Jail to Co. Wide Administration- Contingency in the amount of $400,000.00 to aid in funding negatives to close out the 2008 calendar year.

Approved by

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-13736 **16.D.4.**

2009 interdepartmental for Pct 4 Drain Improvement Proj. (1204)
CC REGULAR

Date:	02/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Pct 4 Drain Improvement Proj. (1204)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interdepartmental Transfers

Information

CAPTION

Pct. #4 Paved/Unpaved (1204):
Approval of 2009 interdepartmental transfer within Pct. #4 (prog. 007) into Drain Improvement Project (prog. 036) in the amount of $50,000.00 to help fund the purchase of land needed for the drain project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1204-431-00-124-0XX-0-73X

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

BUDGETARY IMPACT:

From 007-0-731 to 036-0-733 in the amount of $50,000.00. Funding available for transfer as of 1/30/09.

Attachments

Link: 2009 Interdpt for Pct 4 Drain Improvement Proj (1204)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 03:38 PM	APRV
2	Veronica Lopez	Veronica Lopez	01/30/2009 03:49 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Dale Kennan Started On: 01/30/2009 02:47 PM

Final Approval Date: 01/30/2009

DATE: January 30, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Precinct 4 (1204)

ACCOUNT NUMBER: 9-1204-431-00-124-0XX-0-73X

Contact: Dale Kennan **Ph#:** 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1204-431-00-124-007-0-731	PCT.4 P/U RD-ROADS	(50,000.00)
9-1204-431-00-124-036-0-733	PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES	$50,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer from PCT.4 P/U RD-ROADS to PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES to fund the purchase of land for the drain ditch project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13731 **16.D.5.**

Interdept- Various

CC REGULAR

Date:	02/03/2009
Submitted By:	Veronica Lopez, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Co. Wide Contingency/Various Departments (1100):
Approval of 2008 interdepartmental transfer from Countywide Administration - Contingency to Various Depts. in the amount of $79,304.49 for year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

8-1100-415-00-115-002-0-899 --> 8-1100-41X-00-XXX-00X-0-XXX (Various departments) in the amount of $79,304.49 to fund negative balances to close out calendar year 2008.

Funding is pending approval of AI- 13728 for $400,000.00.

Attachments

Link: interdept transfer for negative balances

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 02:09 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/30/2009 02:31 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Veronica Lopez Started On: 01/30/2009 11:49 AM

Final Approval Date: 01/30/2009

Date: January 30, 2009
Department Head: Raul Silguero
Department Name: Department of Budget and Management for Various Depts.
Account: 8-1100-41X-00-XXX-00X-0-XXX

Subject: Interdepartmental Transfer/s in Accordance with Local Government Co 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:
I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

Increase/Decrease Account Number	Account (Object) Name	Amount
FROM		
8-1100-415-00-115-002-0-899	Co Wide Adm- Contingency	**$79,304.49**
TO		
8-1100-412-00-001-001-0-342	92ND DC- INFORMATION & CREDIT SRV	($12.00)
8-1100-412-00-001-001-0-531	92ND DC- TELEPHONE	($31.95)
8-1100-412-00-002-001-0-531	93RD DC- TELEPHONE	($93.23)
8-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	($57.98)
8-1100-412-00-008-001-0-583	389TH DC-TRAVEL OUT OF COUNTY	($66.00)
8-1100-412-00-009-001-0-342	398TH DC-INFORMATION & CREDIT SRV	($12.00)
8-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	($42.66)
8-1100-412-00-010-001-0-342	430TH DC-INFORMATION & CREDIT SRV	($12.00)
8-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	($99.60)
8-1100-412-00-011-001-0-342	449TH DC-INFORMATION & CREDIT SRV	($12.00)
8-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	($190.25)
8-1100-412-00-021-001-0-535	CCL#1-POSTAGE	($19.44)
8-1100-412-00-023-001-0-531	CCL#3 PROBATE CRT-TELEPHONE	($124.50)
8-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	($99.80)
8-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	($67.78)
8-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	($124.50)
8-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	($99.60)
8-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	($278.66)
8-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	($133.19)
8-1100-412-00-068-001-0-535	JP PCT 4/PL 2-POSTAGE	($151.87)
8-1100-412-00-080-002-0-535	CRIM DA-POSTAGE	($193.14)
8-1100-412-00-080-002-0-540	CRIM DA-ADVERTISING	($1,663.20)
8-1100-412-00-090-001-0-431	DIST CLERK-BLDG R&M SERVICE	($225.00)
8-1100-412-00-090-001-0-535	DIST CLERK-POSTAGE	($1,609.02)
8-1100-412-00-090-001-0-743	DIST CLERK-OFFICE EQUIPMENT	($1.99)
8-1100-412-30-085-003-0-831	PUBLIC DEFENDER-COURT COSTS & INVE	($192.00)
8-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	($112.44)
8-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	($69.58)
8-1100-415-00-115-072-0-855	HURRICANE DOLLY-LATE FEES,PENALTIES	($100.00)
8-1100-415-15-140-001-0-535	TAX OFF-POSTAGE	($3,420.54)
8-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	($251.37)

Date: January 30, 2009
Department Head: Raul Silguero
Department Name: Department of Budget and Management for Various Depts.
Account: 8-1100-41X-00-XXX-00X-0-XXX

Subject: Interdepartmental Transfer/s in Accordance with Local Government Co 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:
I would like to request the following Interdepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C.

Increase/Decrease Account Number	Account (Object) Name	Amount
8-1100-415-18-160-001-0-540	PURCHASING-ADVERTISING	($445.17)
8-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	($155.57)
8-1100-419-10-210-001-0-682	PLANNING DEPT-GASOLINE/DIESEL	($25.00)
8-1100-419-40-220-001-0-855	GEN GOVT BLDG-LATE FEES,PENALTIES &	($12.80)
8-1100-421-00-080-003-0-344	AUTOPSIES-AUTOPSY SERVICES	($11,985.75)
8-1100-421-00-293-001-0-745	CONSTABLE PCT.3-COMPUTER EQUIPMEN	($2,394.32)
8-1100-423-32-330-001-0-350	JUV DET HM-CONTRACTUAL SERVICES	($16,321.48)
8-1100-423-60-330-002-0-332	JUV PROB-HOSPITAL SERVICES	($818.44)
8-1100-423-60-330-002-0-590	JUV PROB-ROOM & BOARD	($36,362.13)
8-1100-423-60-330-002-0-604	JUV PROB-CHEM,DRUGS,MEDS & LAB SUP	($6.69)
8-1100-461-00-380-001-0-535	TX AGRILIFE EXT-POSTAGE	($15.49)
8-1100-466-00-121-050-0-666	PCT.1 CRC-MINOR OFFICE FURNITURE	($1,194.36)
	Total Budget Increase (Decrease)	**$0.00**

Reason: To fund negative balances for various departments to close 2008 calendar year for general fund. Negative balances were obtained from SAGE Negative Report as of 01-30-09.

_____ _____
Department Head Signature **Date**

_____ _____
Approved Commisssioner's Court **Attest County Clerk**

AI-13729 **16.E.1.**

Deobligation of Funds Constable Pct. 3 STOP Grant FY 2008

CC REGULAR

Date:	02/03/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Constable Pct. 3 (1285)/Co. Wide Contingency (1100):
Approval of deobligation of funds from the Constable Pct. 3 STOP Truancy grant for fiscal year 2008 due to grant being closed (excess cash match) with authority to appropriate into Countywide Adminstration - Contingency in the amount of $951.57.

BACKGROUND

Deobligation of funds due to excess General Fund cash match for the Constable Pct. 3 STOP grant for FY 2008.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1XXX-XXX-0X-00-XXX-8-XXX

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

BUDGETARY IMPACT:

Deobligation of remaining funds from fund 1285 and appropriation into Co. Wide Admin. Contingency 8-1100-415-00-115-002-0-899.

Attachments

Link: Deobligation of funds transfer

Link: Unappropriation of funds

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	01/30/2009 04:18 PM	APRV
2	Budget & Management	Veronica Lopez	01/30/2009 04:42 PM	APRV
3	Manuel Chapa		01/30/2009 05:06 PM	NEW

Form Started By: Ivan Cantu Started On: 01/30/2009 11:35 AM

Final Approval Date: 01/30/2009

DATE: January 30, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Constable Pct. 3

2008
Transfer

ACCOUNT NUMBER: **8-1XXX-XXX-00-XXX-0XX-0-XXX**

CONTACT PERSON: Ivan Cantu **PHONE:** 292-7025 ext. 5425

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1285-391-01-000-100-8- 000	Transfers In-General Fund	(951.57)
8-1100-491-01-000-285-8- 891	Transfers Out-Desig Purpose Lvl 5	(951.57)
8-1100-415-00-115-002-0- 899	Co. Wide Adm-Contingency	951.57
	TOTAL BUDGET INCREASE (DECREASE)	**951.57**

REASON: To deobligate remaining funds from the FY 2008 Constable Pct. 3 grant due to excess cash match funds. Grant is being closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: January 30, 2009

2008

DEPARTMENT HEAD: Raul Silguero, Jr.

Unappropriation/Deobligation

DEPARTMENT NAME: DBM for Constable Pct. 3

ACCOUNT NUMBER: 8-1285-421-00-293-005-8-XXX

Contact Person: Ivan Cantu **Ph#** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
8-1285-421-00-293-005-8-119	STOP Truancy-	Clothing Allowance	(326.97)
8-1285-421-00-293-005-8-212	STOP Truancy-	Life Insurance	(18.75)
8-1285-421-00-293-005-8-250	STOP Truancy-	Unemployment Comp.	(179.81)
8-1285-421-00-293-005-8-260	STOP Truancy-	Workers Comp.	(277.52)
8-1285-421-00-293-005-8-532	STOP Truancy-	Cell Phone	(52.52)
8-1285-421-00-293-005-8-664	STOP Truancy-	Other Minor Equipment	(50.00)
8-1285-421-00-293-005-8-890	STOP Truancy-	Other	(46.00)
		TOTAL BUDGET INCREASE (DECREASE)	**-951.57**

REASON: Deobligation of funds for the FY 2008 Constable Pct. 3 STOP Grant due to excess cash match. Grant is being closed.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-13735 **16.E.2**

2009 interfund for Precinct 4 Drain Improvement Proj. (1204)

CC REGULAR

Date:	02/03/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	Precinct 4 Drain Improvement Proj. (1204)
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Interfund Transfers

Information

CAPTION

Pct. #4 Drain Improvement Project (1204):
Approval of 2009 interfund transfer from the Right of Way Department (1200) to Precinct 4 Drain Improvement Proj. (1204) in the amount of $200,000.00 for the purchase of additional land needed for the drainage project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-120X-431-00-XXX-0XX-0-7XX

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

BUDGETARY IMPACT:

From 9-1200-431-00-260-001-0-711 to 9-1204-431-00-124-036-0-733 in the amount of $200,000.00. Funding available for transfer as of 1/30/09.

Attachments

Link: 2009 Interfund for Pct 4 Drain Improvement Proj (1204)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 02:47 PM	APRV
2	Rey Salazar	Angela Garcia	01/30/2009 03:09 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/30/2009 03:31 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Dale Kennan Started On: 01/30/2009 02:36 PM

Final Approval Date: 01/30/2009

2.

DATE: January 30, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for the PCT.4 Drainage Improvement Project (1204)

ACCOUNT NUMBER: 9-1200-431-00-260-001-0-711
9-1204-431-00-124-036-0-733

Contact: Dale Kennan **Ph#:** (956) 292-7025 Ext. 5406

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

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1200-431-00-260-001-0-711	R-O-W DEPT-ROW	(200,000.00)
9-1200-491-01-000-204-0-891	TRANSFERS OUT-R&B PCT.4	200,000.00
9-1204-391-01-000-200-0-000	TRANSFERS IN-R&B COUNTY WIDE	200,000.00
9-1204-431-00-124-036-0-733	PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES	200,000.00
	TOTAL BUDGET INCREASE (DECREASE) 1200	0.00
	TOTAL BUDGET INCREASE (DECREASE) 1204	200,000.00

REASON: **To aquire additional funding as needed for the PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES (1204) in the amount of $200,000.00.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-13663 **16.F.**

2008 Appropriation for Elections Dept for Postage Revenue in accordance with TX. Election Code 13.121

CC REGULAR

Date: 02/03/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Election Dept (1100):
Approval to appropriate 2008 revenues and expenditures for the Elections Dept. in the amount of $565.00 in accordance with the Texas Election Code Section 13.121 and the Voter Registration Postage Report as submitted by the Secretary of State.

BACKGROUND

In accordance with Texas Election Code Section 13.121 and Voters Registration Report, the state submitted check#118604561 (12/15/08) in the amount of $565.00, to the US Postmaster, Elections Dept account.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-XXX-XX-130-017-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriate 2008 Revenues and Expenditures for the Elections Dept. in the amount of $565.00.

Attachments

Link: appropriation&docs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/28/2009 03:07 PM	APRV
2	Ivan Cantu	Ivan Cantu	01/28/2009 03:19 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Rolando Garcia			Started On: 01/28/2009 01:45 PM	
Final Approval Date: 01/30/2009				

1.

DATE: January 24, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA c/o Elections Dept.

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 8-1100-XXX-XX-130-017-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-334-10-130-017-0-000	ELECTIONS DPT-TEC SEC 13.121 REVENUES	$ 565.00
8-1100-414-00-130-017-0-535	ELECTIONS DPT-TEC SEC 13.121-POSTAGE	565.00
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
- - - -		
TOTAL BUDGET INCREASE REQUEST		$ 1,130.00

REASON: Pursuant to Section 13.121 of the Texas Election Code and the Voters Registration Postage Report, the State submitted ck#118604561 12/15/08 $565.00 to the U.S. Postmaster, Elections Department Account 4511.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

1-27-09

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CLERK

COUNTY AUDITOR'S FORM: SFA-CA-016
REVISED: 05/01/2000

EDINBURG MPO
EDINBURG, Texas
785399998
4879830068-0095
12/29/2008 (800)275-8777 03:14:18 PM

Sales Receipt

Product Description	Sale Qty	Unit Price	Final Price

Permit Type: Business Reply
Permit Number: 4511526
Customer Name: REGISTRAR OF VOTERS

Amount of Deposit: $565.00
New Balance: $5,905.95
Confirmation #: 200836415134646BD

Total: $565.00

Paid by:
Personal Check $565.00

Order stamps at USPS.com/shop or call 1-800-Stamp24. Go to USPS.com/clicknship to print shipping labels with postage. For other information call 1-800-ASK-USPS.

Bill#:1000500960603
Clerk:04

****
****
HELP US SERVE YOU BETTER

Go to: http://gx.gallup.com/pos

TELL US ABOUT YOUR RECENT POSTAL EXPERIENCE

YOUR OPINION COUNTS
****
****

Customer Copy

THE STATE OF TEXAS PAYMENT INFORMATION

INVOICE NO.	INV. DATE	INVOICE DESCRIPTION	DOC. NO.	INVOICE AMOUNT
99000502		ANNUAL ACCOUNTING FEE BRTA PE 99000502		$565.00

PAYING AGENCY: SECRETARY OF STATE
PAYING AGENCY PHONE NO: 512-463-5600 PAYING AGENCY NO: 307
PAYMENT INFORMATION IS AVAILABLE ON THE INTERNET OR BY FAX AT:
WWW.WINDOW.STATE.TX.US/FM/PAYMENT/
DIRECT DEPOSIT - IT GOES TO THE BANK FOR YOU.
PLEASE DIAL (512) 936-8138 TO SIGN-UP TODAY!

PAYEE NO: 14107600000 526 PAYEE NAME: POSTMASTER ATTN FINANCE WINDOW
WARRANT NO: 118604561 ISSUE DATE: 12/12/2008 WARRANT TOTAL: $565.00

No. 118604561 — NOT NEGOTIABLE — Detach here before depositing ⟶

Texas Comptroller of Public Accounts

1186 4561 DECEMBER 15, 2008

TREASURY WARRANT NO
118604561

1Z1208 0001 307 990005 14 07600000 526
PAYING AGENCY: 512-463-5600 SECRETARY OF STATE

PAY FIVE HUNDRED SIXTY FIVE DOLLARS AND 00/100 $565.00

TO POSTMASTER ATTN FINANCE WINDOW
US POSTAL SERVICE
EDINBURG, TX 78539

VOID AFTER
08/31/2011

Susan Combs

⑈304⑈ ⑆114900⑆6⑆ ⑈118604561⑈

The State of Texas

Elections Division
P.O. Box 12060
Austin, Texas 78711-2060
www.sos.state.tx.us

Phone: 512-463-5650
Fax: 512-475-2811
Dial 7-1-1 For Relay Services
(800) 252-VOTE (8683)

Hope Andrade
Secretary of State

MEMORANDUM

TO: County Voter Registrar/Election Administrator

FROM: Dan Glotzer, Manager, Election Funds Management

DATE: December 17, 2008

RE: Renewal of 4511 Permit and Postal Accounting Fee

Before the end of each calendar year, the Secretary of State renews Business Reply Permit No. 4511 with the United States Postal Service. A BRM permit holder (SOS) can allow its authorized representatives or agents to use that permit number to receive BRM at any post office. The original permit holder must supply the representative with a letter authorizing the use of the BRM permit and a copy of the USPS receipt showing the annual fee payment for that permit.

By way of this memo along with the copy of the renewal of permit 4511, you are authorized to use this permit number to receive voter registration applications at your local post office. You must deliver a copy this memo and a copy of the attached receipt for this permit to your local US Postmaster before December 31, 2008.

In addition, our office has estimated that your county will receive more than 883 applications by mail in the next calendar year. Accordingly, a $565 accounting fee has also been enclosed so that your county will receive a reduced per piece rate. This check must be delivered to your US Postmaster prior to December 31, 2008 to renew your BRM annual account maintenance fee.

Enclosures

AI-13715 **16.F.2.**

2009 Appropriation of Funds - Additional Work for Retrofit to Mechanic Shop Project

CC REGULAR

Date:	02/03/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Raul Silguero
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

CO's 2006 Elections:
Approval of 2009 appropriation of funds for the "Retrofit to Mechanic Shop Project 08-300" in the amount of $4,690.00 to fund data cable drops at the Roberts Chevrolet building.

BACKGROUND

As part of this renovation project, the Open area and classroom area will require drops for computers and phone lines.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-414-00-220-035-0-452

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

BUDGETARY IMPACT:

Appropriation from 1336 Fund Balance.

Attachments

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 04:26 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/30/2009 11:20 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Rolando Garcia Started On: 01/29/2009 03:41 PM

Final Approval Date: 01/30/2009

DATE: January 29, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO's 2006 - B&G Elections-Bldg Add & Renov

AI-13715

ACCOUNT NUMBER: 9-1336-414-00-220-035-0-452

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

Contact: Rolando Garcia
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1336-414-00-220-035-0-452	C.O.,2006-B&G-ELECTIONS-BLDG ADD & RENOV	$ 4,690.00
	TOTAL BUDGET INCREASE (DECREASE)	**4,690.00**

REASON:
Appropriation of funds for data cable drops to the Retrofit Mechanic Shop project for use by Elections Department.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-13726 **16.F.3.**

Pct #3 Budget Appropriation

CC REGULAR

Date: 02/03/2009

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #3 Parks (1213):
Requesting approval of 2009 appropriation of funds into Parks Pct #3 Pavillion-Bldg Project in the amount of $257,500.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-451-22-123-068-0-720

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

BUDGETARY IMPACT:

available funding on 2008 account 8-1213-451-22-123-068-0-720 $257,500.00

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:15 PM	APRV
2	Roland Garcia	Rolando Garcia	01/30/2009 02:07 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Norma Ceballos Started On: 01/30/2009 11:07 AM

Final Approval Date: 01/30/2009

DATE: January 30, 2009

DEPARTMENT HEAD: Commissioner Joe Flores - Pct. No. 3

DEPARTMENT NAME: Pct. No. 3 - R&B Fund (#1203)

ACCOUNT NUMBER: 9-1213-451-22-123-068-0-720

SUBJECT: Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following amendments (increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT	ACCOUNT (OBJECT) NAME	AMOUNT
9 1213 451 22 123 068 0 720	Parks Pct #3 - Admin Pct #3 & Pavillion-Bldg	257,500.00
TOTAL BUDGET INCREASE -FUND 1100		257,500.00

REASON: Expected expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-13739 **16.F.4.**

2009 Appropriation of funds for equipment

CC REGULAR

Date:	02/03/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 R & B Drainage Imp. Proj. (1202)
Approval of 2009 appropriation of funds for Pct. #2 R&B Drainage Improvement Project in the amount of $141,803.18 for purchase of a mid-size loader.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-431-00-122-034-0-742

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

BUDGETARY IMPACT:

Funds will be available upon close of 2008 due to $1,000,000.00 available balance in 8-1202-431-00-122-034-0-733.

Attachments

Link: 2009 Appropriation For Drainage Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 03:39 PM	APRV
2	Dale Kennan	Dale Kennan	01/30/2009 04:06 PM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/30/2009 03:25 PM

Final Approval Date: 01/30/2009

DATE: January 30, 2009

2009
Appropriation

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-034-0-XXX

Contact Person: Yoli Cisneros, Administrative Assistant II **Ph#: 956-787-1891 Ext. 2002**

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1202-431-00-122-034-0-742	PCT.2 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	$141,803.18
	TOTAL BUDGET INCREASE (DECREASE)	$141,803.18

REASON: This appropriation is needed to purchase a mid-size loader.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-13679 **17.A.4.**

EN-1 Road Stabilizer - Countywide

CC REGULAR

Date:	02/03/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to advertise a request for bids with approval of procurement packet (i.e. legal notice, specifications and draft contract document) as attached hereto for: "EN-1 Road Stabilizer" for Hidalgo County ". (Bid No.: 2009-018).

BACKGROUND

Countywide on an "As Neede Basis"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-120X-431-00-12X-00X-0-673

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

BUDGETARY IMPACT:

Available balance as of 1-30-09

9-1201-431-00-121-005-0-673 $211,904.00
9-1202-431-00-122-006-0-673 $111,975.03
9-1203-431-00-123-005-0-673 $ 59,987.50
9-1204-431-00-124-007-0-673 $ 59,824.00

Attachments

Link: Memo

Link: memo for specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:46 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 04:25 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/30/2009 10:48 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/28/2009 04:56 PM

Final Approval Date: 01/30/2009

Bid No: 2009-018-09-25CGV	Buyer: CRIS VILLARREAL	Tel. No: (956) 318-2626

DRAFT

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

RFB EN-1 Road Stabilizer-Hidalgo County
February 25, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for **"RFB EN-1 Road Stabilizer-Hidalgo County,"** in accordance with the specifications attached hereto as Exhibit "A." Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and three (3) copies of all bids are required, with the bidders name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **BID NO.: 2009-018-09-25CGV- "RFB EN-1 Road Stabilizer-Hidalgo County"** and in County's Purchasing Department, 2812 So. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 25, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: "REQUEST FOR BIDS 2009-018-09-25CGV RFB EN-1 Road Stabilizer-Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (IF APPLICABLE)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy-two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **"RFB EN-1 Road Stabilizer-Hidalgo County"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditors' Office
Ray Eufracio, Auditor
2808 So. Business Hwy 281
Edinburg, TX 78539
(956) -2511

17. Schedule of Events

Bid Opening, 9:30 AM	**February 25, 2009**
Award of Contract	_____, 20__
Commence Work or Deliver Products	_____, 20__

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

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

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

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

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

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

19. Ethical Standards:

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

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

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

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE Proposer.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;
. Be able to comply with the required or proposed delivery schedule;
. Have a satisfactory record of performance;
. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications

shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

DRAFT

Bid
for
RFB EN-1 Road Stabilizer-Hidalgo County
Bid No: 2009-018-09-25CGV
February 25, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Business Hwy 281- New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

DRAFT

EXHIBIT "A"
HIDALGO COUNTY
"EN-1 ROAD STABILIZER"
BID NO.: 2009-018-00-00-CGV

BID SPECIFICATIONS

I. DESCRIPTION:

These specifications shall govern for any liquid stabilizer equal or approved equal to patented EN-1 intended primarily as a material stabilizer for mixing and compacting material in accordance with specifications governing base and/or subgrade courses. The approved stabilizer must be able to enhance the compressive strength, increase load bearing capacity of soil, increase flexural strength, reduce swelling, shrinkage and permeability, insure proper compaction an reduce maintenance upkeep through reduction of potential failures.

Purchases of **EN-1 Soil Stabilizer** will be **on an "As Needed Basis" only** by Hidalgo County including all funding sources, Departments, Programs and Entities (i.e. CIP, CAP and R&B).

Any brand name mentioned in this request for bids is for description only and is not intended to exclude any products of equal quality or compatibility. Bidders desiring to substitute items may do so provided that brand names and specifications are indicated in the bid and that items fully meet herein specifications.

II. MATERIALS:

Roadbond (EN-1) Soil Stabilizer is a sulfonated D-limonene bioensyme which contains a strong oxidizer, a powerful solvent and natural dispersant that interacts with natural road materials. The interaction of these components activates the naturally occurring mineral cements in the soil and bonds the soil grains together to form a material analogous to most sedimentary rocks and alluvial soils. This stabilizing solvent acts to scrub the soil and allows the oxidizer access to a wider array of mineral ions evenly throughout the mixture, thereby increasing particle attraction (bonding), greatly decreasing voids in the road strata. In clay soils, it attacks they clay lattice of the soil, which will alter the ionic charge in the clay, and it creates a chemical bond between clay particles. This material is a corrosive in its concentrated state, once mixed with required volume of water; it becomes a non-corrosive, which has been approved by EPA.

III. BID AWARD:

- Any contract awarded to a successful bidder will be in effect until (a) the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty (30) days written notice prior to cancellation.

- Award of contract will be contingent on availability of Hidalgo County funds.

- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest , best, and most advantageous to the County, including compliance to bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

- Hidalgo County reserves the right to award to one or more bidder(s) whichever is in the best interest of the County,

IV. CONTRACT TERM:

- The contract will be in effect for a period of one (1) year with the County's option to extend for an additional One (1) year term based on performance evaluation and contingent upon cost remaining unchanged, and/or sixty (60) day grace period extension at the end of the contract for any unforseen delays on subsequent contract. Bid Price must remain firm during the contract period.

- It is intended that the amount of **"EN-1 Road Stabilizer Material"** required by Hidalgo County will be purchased on an **as needed basis**.

- This contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

V. REQUIREMENTS:

1. Roadbond liquid stabilizer shall be stored and handled in closed, five (5) gallon weatherproof containers until immediate distribution on the road.

2. Roadbond materials must be stored in covered storage and well ventilated with adequate protection from flooding or damage.

3. For mixing ease and safety, round off to the nearest 5-Gallon increments (i.e. 72-Gallons up to 75-Gallons).

4. The following concentrated quantities are to be mixed with 300 gallons of water to each gallon of EN-1. Strict application instructions.

ROAD WIDTH IN FT.	6" IN DEPTH * .0056 GA/SY	8" IN DEPTH *. 0075 GA/SY	10" IN DEPTH *.0089 GA/SY
20' Wide Road	66 Gallons Per Mile	88 Gallons Per Mile	104 Gallons Per Mile
22' Wide Road	73 Gallons Per Mile	97 Gallons Per Mile	120 Gallons Per Mile
24' Wide Road	80 Gallons Per Mile	106 Gallons Per Mile	132 Gallons Per Mile
26' Wide Road	86 Gallons Per Mile	115 Gallons Per Mile	143 Gallons Per Mile
28' Wide Road	93 Gallons Per Mile	124 Gallons Per Mile	154 Gallons Per Mile
30' Wide Road	99 Gallons Per Mile	132 Gallons Per Mile	165 Gallons Per Mile
Square Yards treated/gallon	180 Square Yards	135 Square Yards	108 Square Yards
Square Yards treated/gallon (when using CTB)	171 Square Yards	128 Square Yards	103 Square Yards

**Use 5" more EN-1 Road Stabilizer than the chart calls for when treating Cement Treated Base;

(Calculate 28.5 cubic yards per Gallon)

*** Application rate per square yard = Length (feet) x Width (feet) X Appl. Rate * 9 SF

5. **EN-1 Road Stabilizer Material** shall conform to Texas Department of Transportation (TX DOT), Standard Specifications for Construction of Highways, Streets and Bridges.

6. Product must be registered with the U.S. Patent and Trademark Office as a soil stabilizer.

7. Vendor must furnish test results and documentation from independent sources as the effectiveness of the stabilizer. These test reports must include CBR, Triaxzial Compression Test, Falling Weight Deflectometer, Resilient Modulus or other relevant test to determine strength. Reduction in swelling of clay soils must be verified by relevant test performed by a reputable lab.

8. The product must be easily applied by personnel with equipment commonly used by road construction and maintenance crews.

9. A material safety data sheet (MSDS) on the EN-1 Road Stabilizer product being bid must be submitted with the bid.

10. Insurance certificates as per **"Exhibit C"** must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

11. When requested, samples shall be furnished free of expense to Hidalgo County.

12. Random sampling/Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

13. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County.

14. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

15. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

VI. ADDITIONAL INFORMATION:

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday, _____, 2009 **by 5:00 P.M.** Responses to said inquiries will be sent to all applicants via facsimile by no later than, **Friday, _____, 2009 by 5:00 P.M.**

Contact Personnel for County Precincts	
Hidalgo County Precinct No. 1 Noe Montes, Assistant Administrator 1902 Joe Stephens Weslaco, Texas 78593 956-968-8733	Hidalgo County Precinct No. 2 Mr. Ricardo Cuellar, Field Operations Foreman 301 E. State Pharr, Texas 78577 956-787-1891
Hidalgo County Precinct No. 3 Saul Ramirez, Field Operations Foreman 400 W. 13th Mission, Texas 78572 956-545-4509	Hidalgo County Precinct No. 4 Mr. Juan Carranza, Chief Administrator 1102 N. Doolittle Edinburg, Texas 78539 956-383-3112

EXHIBIT "B"

BID FORM PAGE

DRAFT

EXHIBIT "B"

HIDALGO COUNTY
"EN-1 ROAD STABILIZER"
BID NO.: 2009-018-00-00-CGV

BID PAGE

MATERIAL DESCRIPTION	BID PRICE
EN-1 ROAD STABILIZER (5 gal containers)	**$**

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME:	
ADDRESS:	
CITY/STATE/ZIP CODE:	
PHONE & FAX NO.'S:	
CELLULAR & BEEPER NO.'S:	
AUTHORIZED SIGNATURE:	
PRINTED NAME:	
TITLE	

REQUIREMENTS AGREEMENT
C-00-000-00-00

THIS AGREEMENT (the "Agreement") is entered into effective as of **_____, 2009** and between _____"("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County " _____ ," as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of six months; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in " _____ " in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from_____ to _____**2009** with the option to renew for an additional one (1) year under the same rates, terms, and conditions, and /or sixty (60) day grace period extension at the end of the contract for unforeseen delays on subsequent contract, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

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

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

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: _____

Attn: _____

_____

_____

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

f. **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.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

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

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

EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON,_____.

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

By:_____ HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor_____
By:_____
Printed Name:_____
Title:_____

By:

DRAFT

EXHIBIT "A"
SPECIFICATIONS

DRAFT

EXHIBIT "B"
PAYMENT SCHEDULE

DRAFT

DRAFT

EXHIBIT "C"
INSURANCE REQUIREMENTS

DRAFT

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: January 29, 2009

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

Enclosed for your review are the following specifications for the above reference project so as to start initiating the process to bid out.

Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Friday, January 30, 2009 along with your budget information in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPRQVE ✓ DISAPPROVE

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

9-1201-431-00-121-005-0-677

BUDGET ACCOUNT #: _____ PRECINCT NO: 1

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Noe Montes	1/29/09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

9569737804 PCT 1 10:08:55 a.m. 01-30-2009 1/1

E mailed Today 1/29/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer
Hidalgo County Purchasing Department

DATE: January 29, 2009

RE: RFB- "EN-1 Road Stabilizer Material for Hidalgo County "

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Please make any changes, additions or deletions (if any) and/or indicate if these specifications meet all our requirements by signing below and marking approve or disapprove and return back by Friday, January 30, 2009 along with your budget information in order to place on the next Commissioner's Court meeting.

If you have any questions, please call me at 318-2626.

APPROVE DISAPPROVE

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify)____

BUDGET ACCOUNT #: 91202-431-00-122006-0-673 PRECINCT NO: 2

Ricardo Cuellar RICARDO CUELLAR 9/27/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

AI-13647 **17.A.5.**

COOP Authority to Purchase

CC REGULAR

Date:	02/03/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and approval to utilize the following cooperative purchasing vendor, for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS) awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc.:

Department of Information Resources

Vendor	Contract Description	Contract #
SHI Government	Computers, Components, Peripherals & Software	DIR-SDD-223

Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equipment and Supplies, Chemicals and Services	TXMAS 5-73050

with term of authority to purchase from contracts detailed herein commencing upon approval and expiring December 31, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** various

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

BUDGETARY IMPACT:

Funding will be determined at time purchase(s) are made by vendors "on an as needed" basis; correct object codes will be determined as well at time of purchase(s).

Attachments

Link: COOP Authority to Purchase

Link: COOP Beta Technology

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:07 PM	APRV
2	Budget & Management		01/30/2009 05:06 PM	PEND
3	Ivan Cantu	Ivan Cantu	01/29/2009 03:54 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Matilde Faz

Started On: 01/27/2009 01:14 PM

Final Approval Date: 01/30/2009

Contract Information

To access PDF files, use the free Adobe Acrobat Reader.

Contract DIR-SDD-223 expires 05/02/2009 (65 KB)
Appendix A, TX DIR Standard Terms and Conditions (65 KB)
Appendix B, HUB Subcontracting Plan (113 KB) Revised 10/10/2008
Appendix C, TX Pricing and Product Index (115 KB) Restated 11/11/2008
Appendix D, TX Pricing and Product Index for Standard Configurations (115 KB)
Appendix E, Out-of-State Customer Interlocal Cooperation Agreement (17 KB)
Appendix F, Out-of-State Customer Product and Pricing Index (89 KB) Restated 11/11/2008
Appendix G, Master Lease Agreement (94 KB)
Appendix H, Software License Agreement (47 KB)
Appendix I, Seat Management Services for PC Products (18 KB)
Amendment 1 (12 KB)
Amendment 2 (14 KB)
Amendment 3 (14 KB)
Amendment 4 (13 KB)
Amendment 5 (14 KB)
Amendment 6 (21 KB)
Amendment 7 (23 KB)
Amendment 8 (15 KB)
Amendment 9 (20 KB)
Amendment 10 (25 KB)
Amendment 11 (26 KB)
Amendment 12 (25 KB)
Exhibit 1 (13 KB)
Exhibit 2 (29 KB)

Contacts

HP Contacts and Resellers

DIR Contract Contact
Brian Bell
Phone: 512-475-4903

Requisition

Req # 00147985

PO #

Date: 01/28/09

Consent
2/3/09
13647

Bill To: x
x

Vendor : 358533
BETA TECHNOLOGY, INC.
P.O. BOX 218686
HOUSTON TX 77218-8686
FAX (281)647-9790

Ship To: BUILDINGS & GROUNDS
100 E. CANO, 2ND FL
EDINBURG TX 78539

Contact: ALMA
956-289-7851

Contract No:

Special Instructions:
REQ 124

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		TXMAS 5-73050		
		DO NOT DUPLICATE ORDER		
1.00	EACH	BETA CLEANER ,35GAL (NIGP 485-59)	669.99	669.99
1.00	EACH	TOP GUARD , 6LT BOX (NIGP 485-90)	274.69	274.69
		Account No	Encumbrance	
		9-1100-419-40-220-001-0-607	944.68	
			Freight	.00
			Total	944.68
		09-180		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Search TXMAS Contracts: [ ] Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

BETA TECHNOLOGY, INC.
Contract TXMAS-5-73050

On-Line Catalog/Order Processing

FOOD SERVICE, HOSPITALITY, CLEANING EQUIPMENT AND SUPPLIES, CHEMICALS AND SERVICES

Corporate Office:
BETA TECHNOLOGY, INC.
16810 BARKER SPRINGS RD., STE. 204
HOUSTON TX 77084-5094
USA

Send PO to:
BETA TECHNOLOGY, INC.
P.O. BOX 218686
HOUSTON TX 77218-8686
USA
Vendor ID: 17604407449

Invoice From:
BETA TECHNOLOGY, INC.
16810 BARKER SPRINGS #204
HOUSTON TX 77084
USA
Vendor ID:

Delivery:	SHIPPED 5 DAYS AFTER RECEIPT OF ORDER
FOB Point:	ORIGIN - FREE FREIGHT
Terms:	2% 10 DAYS, NET 30
Remit To:	BETA TECHNOLOGY, INC. P.O. BOX 218686 HOUSTON TX 77218-8686 USA Vendor ID:
Vendor ID:	17604407449
Business Type:	Small
DUNS #:	927551960
Effective: Expires:	7/13/2005 3/31/2010

CONTACT:
DOROTHY GRAHAM

Phone 281-647-9700 x107
d.graham@betatechnologyinc.com

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 7/13/2005 through 3/31/2010 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-07F-5748R.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $200.00
Maximum Order: $150,000.00 PER SIN AND $300,000.00 PER ORDER

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Keywords: Chemicals, Fragrance, Cleaners, Coolant, Lubricants, Air Freshener, Solvents, Bathroom Cleaner, Weed Killers, Bug Repellent, Housekeeping Supplies, Insect Repellent, Odor Control, Cleanser, Disinfectants, Shower

Cleaner, Deodorizers, Plumbing Supplies, Air Conditioner Supplies, Graffiti Removers, Drain Openers, Grease, Insecticides, Herbicides, Shop Supplies, Cleaning Compounds, Degreasers, Kitchen Supplies, Floor Waxes, Floor Strippers, Penetrants, Floor Care, Safety, Supplies, Sanitizers, Hand Cleaners, Coatings, Emulsifiers, Enzymes, Citrus Cleaner, Polish, Biodegradable Cleaner, Rust Remover, Cutting Fluid, Floor Machines, Coil Cleaners, Tephlon Coating, Silicone Spray, Sewer Compound, Detergent,

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

AI-13639 **17.A.6.**

Purchase of Welding Supplies and Related Services

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. legal notice, specifications-requirements, draft contract, etc.) as attached hereto for "Purchase of Welding Supplies and Related Services" (Bid No. 2009-016 MEG)

BACKGROUND

1. Current Contract expires 03/01/09
2. Contract Document was reviewed as to form by legal counsel on 01/26/09
3. Proposed Schedule Events:
   1st advertisement: 02/07/09
   2nd advertisement: 02/14/09
   Bid Opening Date: 02/23/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-679

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $23,960.13.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-432

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $29,557.50.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-679

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $37,314.80.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-442

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

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $1,662.86.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-623
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $5,350.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-442
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $1,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-623
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $350.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-442
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $5,000.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-623
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funds are not available as of 1-29-09 for calendar year 2009, line item transfer(s) to be prepared once purchase(s) are made by dept on an "as needed basis".

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-613
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $38,583.05.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available Balance as of 1-29-09 $20,459.77.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-631
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $2,000.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $10,201.05.

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-613
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $3,844.06.

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $8,807.37.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-442
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $4,486.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-679
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $2,702.90.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-613
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $51,609.88.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-432
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available Balance as of 1-29-09 $27,243.97.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-623

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $300.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-442

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $23,416.40.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-623

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $2,200.00.

Attachments

Link: Memo Approval of Specifications/Legal Notice/Specifications/Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:06 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:35 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/29/2009 04:43 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez Started On: 01/26/2009 02:58 PM

Final Approval Date: 01/30/2009

MEMORANDUM

To: Juan Manuel Carranza,
Administrative Assistant
Hidalgo County Precinct No. 4

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 15, 2009**

Re: Bid No. 2009-016-00-00-MEG Approval of Specifications for Hidalgo County Precinct No. 4 "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☒	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-1204-431-00-124-0070 - 442/679/613/433/623

Oscar L. Garza JR 1-27-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than MONDAY, JANUARY 26, 2009 at 5:00p.m.

Enclosures

MEMORANDUM

To: Mingo Villarreal, Coordinator
Norma Ceballos,
Hidalgo County Precinct No. 3

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: January 15, 2009

Re: Bid No. 2009-016-00-00-MEG Approval of Specifications for Hidalgo County Precinct No. 3 "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 8 120 451 201-183-005-2-452, 674, 442, 623

[signature]	[signature] Norma Ceballos	01/22/09
AUTHORIZED SIGNATURE	PRINTED NAME	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than MONDAY, JANUARY 26, 2009 at 5:00p.m.

Enclosures

MEMORANDUM

To: Ricardo Cuellar
Hidalgo County Precinct 2
Attn: Yolanda Cisneros

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 15, 2009**

Re: Bid No. 2009-016-00-00-MEG Approval of Specifications for Hidalgo County Precinct No. 2 "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / ✓ NO/ Other

(Specify) Working on transfer for 2/03/09

BUDGET ACCOUNT #: 9-1200-431-00122-0040-442+623/9-1202-431-00-122-0060-442+623

Yolanda Cisneros — Yolanda Cisneros — 1/26/09

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than MONDAY, JANUARY 26, 2009 at 5:00p.m.

Enclosures

RECEIVED
Yoli Cisneros
JAN 2 2 09
Hidalgo County
PRECINCT #2

MEMORANDUM

To: Noe Montez, Budget Manager
Hidalgo County Precinct No. 1

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 15, 2009**

Re: Bid No. 2009-016-00-00-MEG Approval of Specifications for Hidalgo County Precinct No. 1 "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify) See attached

BUDGET ACCOUNT #:_____

[signature] Noe Montez

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than MONDAY, JANUARY 26, 2009 at 5:00p.m.

Enclosures

MEMORANDUM

To: Daniel Flores, Director
Hidalgo County Buildings & Grounds
Attn: Javier Carreon

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 15, 2009**

Re: Bid No. 2009-016-00-00-MEG Approval of Specifications for Hidalgo County Buildings & Grounds-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY:_____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT #: 9-1160-419-40-220-001 C.679

Daniel Flores 1/22/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than MONDAY, JANUARY 26, 2009 at 5:00p.m.

Enclosures

Elena Gomez

From: juan tapia [juan.tapia@hidalgoso.org]
Sent: Tuesday, January 27, 2009 9:51 AM
To: 'Elena Gomez'
Cc: richard.ozuna@hidalgoso.org; Virginia.Rodriguez@hidalgoso.org
Subject: RE: 2009-016 Purchase of Welding Supplies and Related Services

Elena

For this project (contract) we use two different accounts as follows:

9-1100-423-21-280-002-0-442 for rental equipment

9-1100-423-21-280-002-0-623 for Refills

Thanks JT

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Tuesday, January 27, 2009 8:07 AM
To: 'juan tapia'; ramon.vela@co.hidalgo.tx.us
Subject: 2009-016 Purchase of Welding Supplies and Related Services

As I explained on yesterday's email I need to place the above mentioned project thru CC in order to meet the deadline with have, all I need from your Department is to confirm the account number that your department using for this services?

Elena Gomez, Buyer

Hidalgo County Purchasing Dept.

2812 S Bus. Highway 281

Edinburg, Texas 78539

(956) 318-2626 x 4855

(956) 292-7612

elena.gomez@co.hidalgo.tx.us

REQUEST FOR BIDS

HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"

BID OPENING DATE:
February 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-016-02-23-MEG HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Monday February 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-09-016-02-23-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any

necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY-"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Building & Grounds
3100 S. Bus. 281
Edinburg, Texas 78539
ATTN.: Daniel Flores

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**February 23 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

. If a contract is for the construction, alteration or repair of public buildings

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES
AND RELATED SERVICES"
BID NO.: 09-016-02-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"
HIDALGO COUNTY
"PURCHASE OF WELDING SUPPLIES AND RELATED SERVICES"
BID NO.: 2009-016-02-23-MEG
SPECIFICATIONS

1) Sealed Bids will be received for the following on an "As Needed Basis"
   A: Industrial Welding Services
   B: Welding Supplies

A: INDUSTRIAL WELDING SERVICES:

Vendor must perform the following services on an "As Needed Basis" for Hidalgo County:

1. Torch welding
2. Heavy duty arch welding

SPECIFICATION/REQUIREMENTS:

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. Vendor must bill on an hourly basis.
2. Vendor must supply an itemized invoice
3. Vendor must submit invoices within 3 to 5 working days after the job is completed.
4. Vendor is to have own tools and supplies to perform assigned jobs.
5. Vendor must have a Service Truck to respond to service calls and to provide welding on miscellaneous County Vehicles and Equipment.
6. Vendor should preferably be situated within the Precinct jurisdiction boundaries. (In order to provide prompt service)
7. Vendor must comply with Hidalgo County Insurance Requirements and Regulations.
8. Vendor must be able to fabricate parts as required and must have own machine shop.
9. Vendor must be State Certified.
10. Vendor must have a forklift.
11. Vendor must have a hoist.

It is intended that the amount of **"Industrial Welding Services and Supplies"** will be on an as needed basis by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more material/services than is needed.

Bid price on Welding Material shall be per item.

***Vendor should be able to provide the following materials on an "AS NEEDED BASIS"**
WELDING SUPPLIES (No items are specific name brand)**

	SIZE		CASE/UNITS
1. Metal welding **Rods** (different gauges) 1a Stainless steel welding **Rods** (different gauges)	7018	1/8	50 LBS
	7018	5/32	50 LBS
	6011	1/8	50 LBS
	6011	5/32	50 LBS
	6011	3/32	50 LBS
2. Rod keeper (storage system)			30 LBS
3. Aluminum welding **Rods** (different gauges)	#35	1/8	5 LBS
4. Cast Iron **Rods** 99 % Cast	#35	5/32	5 LBS
	#460	1/8	10 LBS
5. Torch RD-45	1/8 Steel		1 LB
	3/32		1 LB
6 Alloy 144 Brass Electrode	1/8		1 LB
	5/32		1 LB
7 Torch Brass	1/8		1 LB
	5/32		1 LB

(No items are specific name brand)

	CYLINDER SIZE
8 Oxygen (for welding gas)	80 Series
	100 Series
	200 Series
9 Acetylene, (for welding gas)	100 Series
10 Welding Goggles standard (square frame, flip lens preferred)	
11 Leather Welding Gloves (standard)	
12 Welding Helmets (2" with flip lens preferred)	
13 Leather Jackets for Welders (complete)	Small
	Medium
	Large

14. Doo- Rag Flame Retardant Cap and/or Beanies	
15. Welding Blanket Coated Fiberglass and Acrylic Coated	30 oz.
16. Bid Apron Leather 36" – 48"	
17. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"
18. Torch Lighters (3 way)	

19. Torch Tips (both torch tips fit small torch and medium torch, Torch tip 1-010-1, Heating tip 1-010-1)	Small Torch 100 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to
	Medium Torch 300 Series	**Tip Type 1-010-1**	**Size**
		Cutting Tip Org. Victor	03-101 Victor
		Welding Tip Victor 2 or equalivant to	#0-W-1 #1-W-1 #2-W-1 #3-W-1
		Heating 1-010-1 or equalivant to	Rosebud Victor 8 or equalivant to

20. Torch Gauges-Replacement Gauges for regulators are preferred a) Victor b) Victor CSR150CR	
	Size
21. Torch Hoses	25 ft x ¼
	50 ft x ¼
	100 ft x ¼
22. Torches Complete Kit is preferred with handle and cutting attachments	Small 100 Series
	Medium 300 Series

23. Rental of Cylinder (as needed)	**Gas**	**Tank Size**
	Oxygen	80 Series
		100 Series
		200 Series
	Acetylene	100 Series
24. No. 1 Cable (by feet)		
25. Tip cleaner- Standard		
26. Flat Soap Stone-Standard Square		

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. **Bid Award:** Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

2. Hidalgo County reserves the right to award to one or more bidder(s), whichever is in the best interest of the County.

3. After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

4. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5. It is expressly understood and agreed that in case Hidalgo County should need "Industrial Welding Services and/or Welding Supplies " not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

6. The successful bidder(s) must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

7. The contract will be in effect for a period **of one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace Period at the end of the contract term due to unforseen delay of award for the next contract term.

9. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

10. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

11. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

12. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in

question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, **MONDAY FEBRUARY 16 2009, 5:00 P.M**. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., WEDNESDAY FEBRUARY 18 2009,**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-016-00-00

THIS CONTRACT is made and entered into this _____ day of _____, by and between the **County of Hidalgo, Texas** ("County"), and _____ ("Company").

WHEREAS, Company responded to request for bids for _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

DRAFT

with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____ and ending _____ and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

6. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

7. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto

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payable against written invoice submitted by Company.

8. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

9. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

10. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

11. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company

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

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16 This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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WITNESS our hands in duplicate originals this____ day of_____, 2008.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on,_____

APPROVED AS TO FORM:

By:_____
Atlas & Hall, LLP

DRAFT

AI-13684 **17.A.7.**

Renewal/Extension Of Lease Of Office Space For Department Of Public Safety (DPS) In Weslaco

CC REGULAR

Date:	02/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation for discussion, consideration and action to exercise the County's option to renew/extend for an additional one (1) year period for: C-06-272-10-10-Siesta Village, as provided in the current contract agreement (under same rates, terms and conditions) with renewal/extension date effective February 24, 2009.

BACKGROUND

Agenda item had been placed for CC date of 01/28/09, due to circumstances, item required to be placed for the following court date for action.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-115-027-0-441

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

BUDGETARY IMPACT:

Req # 146763 in the amount of $35,280.00

Attachments

Link: CONTRACT DOCUMENTATION

Link: EXTENSION LETTER TO VENDOR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:49 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 04:25 PM	APRV
3	Veronica Lopez	Veronica Lopez	01/30/2009 09:05 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Vangie Garcia

Started On: 01/29/2009 08:35 AM

Final Approval Date: 01/30/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-06–272-10-10

THIS LEASE is made and entered into by and between **SIESTA VILLAGE, INC.**, a Texas Corporation referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall become ("Commencement Date") effective on **February 23, 2007** and terminate on **February 23, 2009** ("Termination Date") for a period of two (2) years and unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for

an additional one (1) year period. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor thirty (30) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under

Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rent in the sum of (Two-thousand Nine Hundred Forty Dollars and no cents) $2,940.00 per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at 260 S. Texas Blvd., Suite 400 Weslaco, Texas 78596 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs tot he foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Lessor's duty

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor or Vacate

4.4 (a) If after Lessee's notice to lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs with sixty (60) days following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws,

ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's

personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverages to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessor to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessee under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (3) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease ter, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a

period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relet the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, lessee may elect that:

> Upon Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within sixty (60) days following written notice from Lessee. Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this

Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Siesta Village, Inc.
Attn: Margo Sunderland
260 S. Texas Blvd., suite 400
Weslaco, Texas 78596

Lessee:
County of Hidalgo
Attn: County Judge
P.O. Box 1356
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting

the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each

agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the_____ day of _____

_____,2006.

Approved on Commissioners' Court October 10, 2006

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

LESSEE:

_____
Ramon Garcia, County Judge

ATTEST:

_____
Eddy Trevino, County Clerk

LESSOR: MARGO SUNDERLAND

By:_____

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY

Lease of Office Space For Department of Public Safety (DPS in the City of Weslaco
BID NO: 2006-272-09-27-VYG

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS & CONDITIONS

SCOPE OF SERVICES:

1. The proposed building should be in good working condition and shall consist as follows:

   Must provide a min. of 2050 square feet to a max. of 4,000 square feet.

Exceptions/Variations: Currently there is 3920 sq. ft. at the current location. The rent amount will be $2940.00 plus water.

2. Bidder shall charge by the square foot for the rental space.

Exceptions/Variations: Current charge is .75¢ a sq. ft.

3. The building must meet all ADA accessibility requirements for all entrance, restrooms, and shall be fully handicap accessible for all parking areas.

Exceptions/Variations: See current location.

4. Adequate parking spaces for the general public, with ten (10) designated parking spaces for staff vehicles, which two (2) will be handicap spaces, one (1) handicap van accessible for a total of **15** parking spaces.

Exceptions/Variations: See current location.

5. One (1) Large Squad Room, approximately 30'x30 for Twelve (12) Patrol Troopers, to accommodate desks, filing cabinets and other office equipment, furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

6. An office for two (2) License and Weight Patrol Troopers, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

7. An office (14`x14) for Highway Patrol Supervisor, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

8. Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, and other office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use in the receptionist area.

Exceptions/Variations: See current location.

9. An office (12`x12) for DPS Secretary, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

10. An office (12`x12) for Warrant Clerk, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

11. Adequate storage space for janitorial, office and other equipment supplies.

Exceptions/Variations:
See current location.

12. A Computer Room (14`x14) for two (2) computers and two (2) desks, and other office equipment and furniture required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

13. A Debriefing/Meeting Conference Room (20`x20`) required to run the DPS Office efficiently.

Exceptions/Variations: See current location.

14. Bid premises must have designated public restrooms that are handicap accessible for both men and women with a separate restroom facility for employees that also must be handicap accessible for men and women.

Exceptions/Variations: See current location.

15. Break Room for refrigerator, microwave, table and chairs.

Exceptions/Variations: See current location.

16. Building must have adequate lighting.

Exceptions/Variations: See current location.

17. The building must have one (1) entrance and one (1) exit.

Exceptions/Variations: See current location.

18. The building should be well insulated with an ERA rating of minimum of eleven (11).

Exceptions/Variations: See current location.

19. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster. Also, bidder shall maintain liability insurance on the premises, as described and listed in: **Insurance Requirements: See Exhibit "C" attached.**

Exceptions/Variations: See current location.

20. Certificates of Insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.

Exceptions/Variations: See current location.

21. Bid premises must have water, sewer, natural gas and electricity, central air and heating of the entire building, including garbage pick up.

Exceptions/Variations: See current location. The water and garbage bill will be in the Lessee's name.

22. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

Exceptions/Variations: See current location.

23. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor's responsibility for the expense for pest control throughout the term of this contract.

Exceptions/Variations: See current location.

24. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results on the Purchasing Department.

Exceptions/Variations: See current location.

25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.

Exceptions/Variations: See current location.

26. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the American With Disabilities Act, ninety (90) days from the date of the awarding of the bid or the award will become null.

Exceptions/Variations: See current location.

27. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.

Exceptions/Variations: See current location.

28. Term of contract shall be for a period of two (2) years with the County's option to renew for an additional year under the same terms and conditions. During initial lease term, contract will be a thirty (30) day termination/cancellation clause.

Exceptions/Variations: See current location.

29. Any contract awarded to a successful bidder will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with sixty (60) day's written notice prior to cancellation.

Exceptions/Variations: See current location.

30. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/contract.

Exceptions/Variations: See current location.

31. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

Exceptions/Variations: See current location.

32. Hidalgo County reserves the right to hold bids for a period of sixty (60) days without taking any action.

Exceptions/Variations: See current location.

Building at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810 – 2812 S. International Blvd., (FM 1015), Weslaco, Hidalgo County, Texas.

EXHIBIT "B"
PAYMENT
SCHEDULE

HIDALGO COUNTY

"LEASE OF OFFICE SPACE FOR DEPARTMENT OF PUBLIC SAFETY (DPS) IN THE CITY OF WESLACO"

BID NO.: 2006-272-09-27-VYG

BID PAGE

BID PRICE: $ .75¢ **SQ. FT.**

LOCATION/ADDRESS OF PROPOSED BUILDING: 2810 & 2812 S. International Blvd., Weslaco, TX 78596

BIDDER/COMPANY NAME: Siesta Village, Inc.

ADDRESS: 260 S. Texas Blvd., Suite 400

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE & FAX NO.'S: (956) 969-3100 / Fax - (956) 447-9912

CELLULAR & BEEPER NO.'S: N/A

AUTHORIZED SIGNATURE: Margo Sunderland

PRINTED NAME: Margo Sunderland

TITLE: Manager

FACSIMILE TRANSMITTAL SHEET

TO: Vangie
FROM: Iliana
COMPANY: DPS
DATE: January 22, 2009
FAX NUMBER: 956-318-2629
TOTAL NO. OF PAGES INCLUDING COVER: Two (2)
PHONE NUMBER: 956-318-2626 x 4856
SENDER'S REFERENCE NUMBER:
RE: Renewal
YOUR REFERENCE NUMBER:

☐ URGENT ☒ FOR REVIEW ☐ PLEASE COMMENT ☐ PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

If you have any questions or comments please contact our office.

Thank you

260 South Texas Blvd. • Suite 400 • Weslaco, TX 78596
956-969-3100 • 956-447-9912 fax
www.villadecortezweslaco.com

PURCHASING DEPARTMENT
County Of Hidalgo

January 20, 2009

Margo Sunderland, Manager
260 S. Texas Blvd., Suite 400
Weslaco, Texas 78596

Via Fax: 956-447-9912
Via E-mail: villadecortezweslaco.com

Re: *C-06-272-10-10-Lease Contract*

Dear Ms. Sunderland:

Commissioners' Court will take applicable action (Tuesday, January 27, 2009) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current requirements/contract agreement (under the same rates, terms and conditions). Effective date of renew/extension is of February 24, 2009.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday, January 21, 2009, 11:00 a.m., via facsimile to (956) 956-318-2629.

By: Margo Sunderland Date: 1/21/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626-x-4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Vangie Y. Garcia

Vangie Y. Garcia/Contracts Manager
Hidalgo County Purchasing Department

xc: file

AI-13655 **17.A.8.**

Hidalgo County Pool of Professional Services-Request for Acceptance
CC REGULAR

Date:	02/03/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for consideration and acceptance of “Pool” (as listed on the RFQ Acceptance Sheet attached hereto) of pre-qualified firms submitting Statements of Qualifications for ranking on an “As Needed Basis” per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements stated in the County’s Request for Qualifications packet for the following listed Professional Services:

1. “Engineering Services” - (RFQ No. 2009-028-01-14-MSS)
2. “Architectural Services” - (RFQ No. 2009-027-01-14-LRM)
3. “Construction Materials Testing Services” - (RFQ No. 2009-032-01-14-YSI)
4. “Real Estate Appraisers” – (RFQ No. 2009-029-01-14-OTM)
5. “Surveyor Services” – (RFQ No. 2009-030-01-14-OTM)

and, if necessary;

B. Authority to re-advertise any of the above captioned professional services for the purpose of expansion of said "pools".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	**ACCT. #:** County Wide
FUNDS AVAILABLE Y/N?:	**MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding will need to be determined on an "as needed basis", prior to the project(s) start.

Attachments

Link: construction materials testing services
Link: Appraisers-Acceptance Sheet
Link: Appraisers-Participation Sheet
Link: Surveyors-Acceptance Sheet
Link: Surveyors-Participation Log
Link: Engineering Prof Svcs-Participation Log and Acceptance Sheet

Link: architect participation list

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:36 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/29/2009 03:48 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Yvette Islas

Started On: 01/28/2009 08:24 AM

Final Approval Date: 01/30/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 28, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO: 2009-031-01-14-YSI

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1. TERRACON CONSULTANTS, INC. JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T.	EMAIL BLM	YSI	01-10-09	1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 drash@drashce.com , jaflores@terracon.com
2. MILLENNIUM ENGINEERS GROUP (M.E.G.) RAUL PALMA, P.E.	EMAIL BLM	YSI	01-10-09	P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com
3. RABA-KISTNER CONSULTANTS, INC. STANLEY M. WILCOX	EMAIL BLM	YSI	01-10-09	800 EAST HACKBERRY McALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 swilcox@rkci.com , jarmstrong@rkci.com , kbraun@rkci.com www.rkci.com
4. L & G ENGINEERING LABORATORY, LLC. JACINTO GARZA, P.E.	EMAIL BLM EMAIL	YSI YSI	01-10-09 01-13-09	2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com calmaguerca@lgengineers.com
5. PROFESSIONAL SERVICES INDUSTRIES INC (PSI) JAIME CANTU, P.E. RUDY MARTINEZ, BRANCH MANAGER	EMAIL BLM	YSI	01-13-09	2020 N LOOP 499 # 302 HARLINGEN, TEXAS 78550 PH. # (956) 423-6826 FAX # (956) 423-5735 eladio.garza@psiusa.com
6. EARTH CO., LLC RUDY MARTINEZ	IP	YSI	01-20-09	1306 S "F" Street Suite A Harlingen, TX 78550 PH. #(956) 428-2443 CELL # (956) 793-6387 rm.earthco@gmail.com jc.earthco@gmail.com

VIA:
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 28, 2009	**RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "CONSTRUCTION MATERIAL TESTING SERVICES"

BID NO: 09-031-01-14-YSI

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS	ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**Terracon Consultants, Inc.** **1506 Mid-Cities Drive** **Pharr, Texas 78577**	√	√
2.	**Professional Services Inc. (PSI)** **2020 N Loop 499 # 302** **Harlingen, Texas 78550**	√	√
3.	**L & G Engineering Laboratory, LLC** **2100 W Expressway 83** **Mercedes, Texas 78570**	√	√
4.	**Millennium Engineers Group (MEG)** **705 Dawson Drive** **Edinburg, Texas 78540**	√	√
5.	**Earth Co** **1306 South "F" Street, Suite A** **Harlingen, Texas 78550**	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
SUMMARY OF
RFQ–"CONSTRUCTION MATERIALS TESTING SERVICES"
RESPONSES
2009-031-01-14-YSI
(ACCEPTANCE DATE: 01/28/09)

SUBMITTED	YEAR 2009	NUMBER OF RESPONSES	NUMBER THAT DID NOT RESPOND
	6	5	1
SUBMITTED	YEAR 2008	NUMBER OF RESPONSES	NUMBER THAT DID NOT RESPOND
	5	5	0
NEW FIRMS FOR THIS YEAR	1. EARTHCO		
FIRMS THAT RESPONDED LAST YEAR BUT DID NOT RESPOND THIS YEAR	1. RABA-KISTNER CONSULTANTS, INC.		

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 28, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 09-031-01-14-YSI

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	OTHER
1.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 drash@drashce.com jaflores@terracon.com		√			√			√		√ (FACILITIES)
2.	**PROFESSIONAL SERVICES INDUSTRIES INC (PSI)** JAIME CANTU, P.E. or RUDY MARTINEZ, BRANCH MANAGER 2020 LOOP 499 #302 HARLINGEN, TEXAS 78550 PH. # (956) 423-6826 FAX # (956) 423-5735 eladio.garza@psiusa.com					√			√		
3.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com		√			√			√		
4.	**MILLENNIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		√	√		√			√	√	

5.	**EARTH CO., LLC** RUDY MARTINEZ 1306 "F" STREET, SUITE A HARLINGEN, TEXAS 78550 PH. # (956) 428-2443 CELL # (956) 793-6387 **rm.earthco@gmail.com** **jc.earthco@gmail.com**		√			√					

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 EXTENDED TO JANUARY 28, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: REAL ESTATE APPRAISERS

RFQ NO: 2009-029-01-14

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM 1 & 2
#01	HLH APPRAISAL SERVICES HOUSTON, TX 77084	√	√
#02	ROBINSON, DUFFY & BARNARD, L.L.P. HARLINGEN, TX 78550	√	√
#03	LEONEL GARZA JR. & ASSOC. L.L.C. McALLEN, TX 78504	√	√
#04	PROFESSIONAL APPRAISAL SERVICES, INC. McALLEN, TX 78502	√	√
#05			
#06			
#07			
#08			
#09			

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS-HIDALGO COUNTY"

RFQ NO: 2009-029-01-14-OTM

17 participation

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL TO:	arandaj@arandaworld.com	01-12-09	TEL: 956-631-0944 - FAX: 631-0992
Scroggin Appraisal Service 1124 Pecan Blvd.-McAllen TX 78501	E-MAIL TO:	scroggintx@sbcglobal.net	01-14-09	TEL: 956-668-7478 – FAX 956-668-1728
Executive Appraisals **Ramon A. Olivarez** 106 Ciro Dr. San Juan, TX 78589	E-MAIL TO:	rolivarez@rgv.rr.com	01-12-09	TEL: 956-682-6123 - FAX:
Perez Appraisal Service 6901 N. 34th Street-McAllen TX 78502	E-MAIL TO:	Dperez7187@aol.com	01-13-09	TEL: 956-971-0867 - FAX:
S & R Appraisal 3317 N. Ware Rd. – McAllen TX 78504	E-MAIL TO:	Robertlstout2@hotmail.com	01-12-09	TEL: 956-687-6181- FAX:
Trevino Real Estate Appraisal Service 1023 S. 14th Street-Edinburg, TX 78539	E-MAIL TO:	treappraisals@yahoo.com	01-12-09	TEL: 956-383-2586 FAX:
Spectrum Appraisals 924 W. Nolana Rd. Ste A-Pharr, TX 78577	E-MAIL TO:	specappraisals@sbcglobal.net	01-12-09	TEL: 956- 283-8730 FAX:
Sunrise Appraisal Company 7308 N. 32nd St. –McAllen TX 78501	E-MAIL TO:		01-12-09	TEL: 956-994-8488 FAX:
Alliance Realty Malcolm Wiley	MAIL TO:	3828 Davis Ste 314 Conroe, TX 77304	01-12-09	TEL: 936-756-7171 FAX:
HLH Appraisal Service Harvey L. Heerssen	E-MAIL TO:	heerssen@sbcglobal.net 6107 Aberton Forest Drive Houston, Tx 77084	01-13-09	TEL: 281-855-7763 CELL: 281-799-5652

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE APPRAISERS-HIDALGO COUNTY"

RFQ NO: 2009-029-01-14-otm

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Robinson, Duffy & Barnard, LLP. 1906 East Tyler Avenue, Suite C Harlingen, TX 78550	E-MAIL TO:	bduffy@rdbllp.com	01-13-09	TEL: 956-428-4480 FAX: 956-428-4154
Leonel Garza, Jr. & Asse. LLC. 1419 Dove, Ste 1 McAllen, TX 78504	E-MAIL TO:	Leonel3@aol.com	01-12-09	TEL: 956-687-7295 FAX: 956-687-9236
Aguirre and Patterson, Inc. **Joe Patterson, Pres.** 3315 N. McColl Road McAllen, TX 78501	E-MAIL TO:	Patterson@bizrgv.rr.com	01-12-09	TEL: 956-686-4532 FAX: 956-686-6011
Professional Appraisal Service, Inc. **John H. Malcolm, Jr-President** PO Box 3722 McAllen, TX 78502	E-MAIL TO:	jmalcolm@proappraisal.com	01-12-09	TEL: 956-687-9535 FAX: 687-9539
A Palacios Management Consultants **Arturo Palacios** PO Box 3613 McAllen, TX 78502	E-MAIL TO:	apalacio@hiline.net arturopalacios@sbcglobal.net	01-12-09	TEL: 956-664-0073 FAX:956-664-1422
DFW Group, Inc. **Ted Myers** PO Box 768 Arlington, TX 76004	E-MAIL TO:	ted@dfwgroup.com	01-12-09	TEL: 972-641-6005 FAX: 972-641-6506
McAllen Valuation Services **Jess Smith**	E-MAIL TO:	mcallenvaluation@hotmail.com	01-12-09	TEL: 956-687-8200
	E-MAIL TO:		01-13-09	TEL: FAX:

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 EXTENDED TO JANUARY 28, 2009	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: REAL ESTATE SURVEYORS

RFQ NO: 2009-030-01-14

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM 1
#01	GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. McALLEN, TX	√	√
#02	SAM ENGINEERING & SURVEYING, INC PHARR, TX	√	√
#03	J.E. SAENZ & ASSOCIATES, INC. EDINBURG, TX	√	√
#04	TEDSI INFRASTRUCTURE GROUP MISSION, TX	√	√
#05	DLS (DOS LAND SURVEYING) DONNA, TX	√	√
#06	R. GUTIERREZ ENGINEERING CORP. PHARR, TX	√	√
#07	SALINAS ENGINEERING & ASSOC. McALLEN, TX	√	
#08	MILLENNIUM ENGINEERS GROUP, INC. EDINBURG, TX	√	√

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 EXTENDED TO JANUARY 28, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: REAL ESTATE SURVEYORS

RFQ NO: 2009-030-01-14

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM 1
#09	RODRIGUEZ ENGINEERING EDINBURG, TX	√	√
#10	R.E. GARCIA & ASSOCIATES EDINBURG, TX	√	√
#11	RIO DELTA SURVEYING MONTE ALTO, TX	√	√
#12	CVQ LAND SURVEYORS, LLC. McALLEN, TX	√	√
#13	QUINTANILLA, HEADLEY & ASSOC. INC. EDINBURG, TX	√	√
#14	HINOJOSA ENGINEERING, INC. MISSION, TX	√	√
#15	MELDEN & HUNT, INC. EDINBURG, TX	√	
#16	DANNEMBAUM ENGINEERING COMPANY McALLEN, TX	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE SURVEYORS-HIDALGO COUNTY"

RFQ NO: 2009-030-01-14-OTM

22 participation log

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
Aranda & Associates 1552 Dove Ave. McAllen TX 78504	E-MAIL TO:	arandaj@arandaworld.com	01-12-09	TEL: 956-631-0944 FAX: 956-631-0992
CVQ Land Surveyors 517 Beaumont Ave. – McAllen, Tx 78501	E-MAIL TO:		01-14-09	TEL: 956- 618-1551 FAX 956-618-1547
Melden & Hunt, Inc. 115 West McIntyre Street Edinburg, TX 78541	E-MAIL TO:	tina@meldenandhunt.com	01-12-09	TEL: 956-381-0981 FAX: 956-381-1839
Guzman & Munoz Engineering/Surveying, Inc, 913 E. Harrison Ste 14 Harlingen, TX 78550	E-MAIL TO:	jmunoz@gmes.biz	01-13-09	TEL: 956-425-1330 FAX: 956-425-1685
L & G Engineering 2100 W. Expressway Mercedes, TX 78570	E-MAIL TO:	velma@lgengineers.com	01-12-09	TEL: 956-565-9813 FAX:
Dannenbaum Eng. Inc. 1109 Nolana Loop Ste 208 McAllen TX 78504	MAIL TO:		01-12-09	TEL: 956-682-3677 FAX:
Dos Logistics 212 West 3rd Weslaco, TX 78596	E-MAIL TO:	ericybarra@doslandsurveying.com	01-12-09	TEL: 956- 968-8800 FAX:
Garcia R. E. & Assc. Surveyors & Eng. 116 N. 12th Ave Edinburg, TX 78539	E-MAIL TO:	regaassoc@aol.com	01-12-09	TEL: 956- 381-1061 CELL: 956-428-2443
Innovative Civil Eng. Services **Jaime M. Cantu** 1306 S. F. St. Suite A Harlingen, TX 78550	MAIL TO:	icesltd@rgv.rr.com	01-12-09	TEL: 936- 466-1954 FAX:
Rio Delta Surveying **Jose M. Gonzalez** 8207 Mateo Escobar Monte Alto, TX 78538	E-MAIL TO:	jmgonzalezrpls@msn.com mcreldag@msn.com	01-13-09	TEL: 956-380-5154 FAX:956-380-5156

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "REAL ESTATE SURVEYORS-HIDALGO COUNTY"

RFQ NO: 2009-030-01-14-otm

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE=S NAME
J E SAENZ & ASSC. INC. **Jose E. Saenz, President** 211 E. Wisconsin Edinburg, TX	E-MAIL TO:	jacalifa@jesaenz.com	01-13-09	TEL: 956-383-2984 FAX: 956-383-3736
Millennium Engineers Group, Inc. **Raul Palma, President** 705 Dawson Drive Edinburg, TX 78539	E-MAIL TO:	meg@megengineers.com	01-12-09	TEL: 956-383-8522 FAX: 956-383-0295
R. Gutierrez, Engineering **Ramiro Gutierrez, -President** 130 E. Park Pharr, TX 78577	E-MAIL TO:	office@rgutierrezengineering.com	01-12-09	TEL: 956-782-2557 FAX: 956-782-2558
Rodriguez Engineering **Leo L. Rodriguez, Jr** 5602 E. Iowa Rd. (PO Box 1830) Edinburg, TX 78540	E-MAIL TO:	Atm1963@hotmail.com	01-12-09	TEL: 956-491-1013 FAX: 956-380-2775
Dos Land Surveying **Erik Ybarra, President** 2811 E. Mile 9.5 Donna, TX 78537	E-MAIL TO:	michaelwood@doslandsurveying.com	01-12-09	TEL: 956-246-0064 FAX:956-797-4630
Quintanilla Headley & Assc. **Alfonso Quintanilla, President** 124 E. Stubbs St. Edinburg, TX 78539	E-MAIL TO:	quintanillaheadley@sbcglobal.net	01-12-09	TEL: 956-381-6480 FAX: 956-381-0527
Hinojosa Engineering Inc. **Wilfredo Ricardo Hinojosa, President** 108 W. 18th Street Mission, TX 78572	E-MAIL TO:	hinojosaenginc@aol.com	01-12-09	TEL: 956-581-0143 FAX: 956-581-2074
Sam Engineering & Surveying, Inc. **Samuel Maldonado** 801 East Ferguson Road Pharr, Texas 78577	E-MAIL TO:	m.samueld@hotmail.com	01-13-09	TEL: 956-702-8880 FAX: 956-702-8883

Sherwood Surveying, LLC. **David L. Ellis** **6477 FM 311** **Spring Branch, TX 78070**	EMAIL TO:	dellis@msengr.com	12/30/08	TEL: 830-228-5446 FAX:830-885-2170
Halff Associates, Inc. Lorena Corpus, Adm. Asst. 5000 West Military, Suite 100 McAllen, TX 78503	EMAIL TO:	lcorpus@halff.com	01-12-09	TEL: 956-664-0286 FAX: 956-664-0282
Salinas Engineering & Assc. **David Omar Salinas** 2221 Daffodil Ave. McAllen, TX 78501	EMAIL TO:	Dsalinas.sea@sbcglobal.net	01-05-09	TEL: 956-682-9081 FAX: 956-686-1489 CELL: 956-648-8899
TEDSI **ERIC DIETRICH**	EMAIL TO:	edietrich@tedsi.com	01-05-09	

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"
RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Arcadis G&M, Inc. 5219 McPherson Road, Suite 426 Laredo, TX 78041	E-MAIL TO:	Ricardo.ramos@arcadis-us.com	01-14-09	TEL: 956-728-7292 - FAX: 712-4171 Alfonso P. Garza, P.E.
BMW Engineering, Inc. 410 S. Enterprize Parkway Corpus Christi, TX 78405	E-MAIL TO:	rwheaton@rmtecon.net ncooney@wheaton-ees.com	01-14-09	TEL: 361-299-1801 - FAX: 299-1804 Ronald B. Wheaton, P.E., R.E.P., President
Cobblestone Engineering, Inc. 2810 Century Court Harlingen, TX 78550	E-MAIL TO:	doria@cobblestoneusa.com	01-14-09	TEL: 956-423-0235 - FAX: 423-6008 Ralph M. O'Quinn, P.E., President
Cook-Joyce, Inc. 812 West Eleventh Austin, TX 78701-2000	E-MAIL TO:	Brian.dudley@cook-joyce.com	01-12-09	TEL: 512-474-9097 - FAX: 474-8463 Steve Cook, P.E., President
Dannenbaum Engineering Corporation 1109 Nolana Loop, Suite 208 McAllen, TX 78504	E-MAIL TO: IP 01-12-09	Cynthia.luera@dannenbaum.com	01-13-09	TEL: 956-682-3677- FAX: 686-1822 Louis H. Jones, Jr., P.E., Principal
Drash Consulting Engineers, Inc. 1506 Mid-Cities Drive Pharr, TX 78577		MERGED WITH TERRACON		TEL: 956-283-8254 - FAX: 283-8279 Anthony F. Adamo, P.E., Regional Manager
ERO International, LLP 300 S. 8th Street McAllen, TX 78501	E-MAIL TO:	prodriguez@erointernational.com	01-14-09	TEL: 956-661-0400 - FAX: 661-0401 Eli R. Ochoa, P.E., A.I.A.

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

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DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Noe Garza Engineers, Inc. 204 W. 495 Pharr, TX 78577	E-MAIL TO:	Lydia.rodriguez@ngeinc.net	01-14-09	TEL: 956-783-1207 - FAX: 783-1209 Noe Garza, P.E.
R. Gutierrez Engineering Corporation 317 E. Park Pharr, TX 78577	E-MAIL TO:	rguteng@sbcglobal.net	01-12-09	TEL: 956-782-2557 - FAX: 782-2558 Ramiro Gutierrez, P.E., President
Halff Associates, Inc. 4600 W. Military, Suite 700 McAllen, TX 78503	E-MAIL TO:	jtrevino@halff.com	01-12-09	TEL: 956-664-0286 - FAX: 664-0282 Robert Saenz, P.E.
Hinojosa Engineering, Inc. 108 W. 18th Street Mission, TX 78572	E-MAIL TO:	hinojosaenginc@aol.com	01-13-09	TEL: 956-581-0143 - FAX: 581-2074 Ricardo Hinojosa, P.E., President
Javier Hinojosa Engineering 416 E. Dove Avenue McAllen, TX 78504	E-MAIL TO:	javhin@rgv.rr.com	01-12-09	TEL: 956-668-1588 - FAX: 994-8102 Javier Hinojosa, P.E., Owner
KK Engineering Consultant 410 E. Dove Avenue McAllen, TX 78504	E-MAIL TO: IP 01-12-09	kknademi@hiline.net Please update to new addresses: kkengineering@sbcglobal.net kkhademi@sbcglobal.net	01-12-09	TEL: 956-630-2125 - FAX: 630-2219 Kambiz S. Khademi, P.E., President
L&G Engineering 2100 W. Expressway 83 Mercedes, TX 78570	E-MAIL TO:	jacinto@lgengineers.com ldominguez@lgengineers.com	01-12-09 01-13-09	TEL: 956-565-9813 - FAX: 565-9018 Jacinto Garza, P.E., CEO/Project Manager
Melden & Hunt, Inc. 115 W. McIntyre Street Edinburg, TX 78539	E-MAIL TO:	tina@meldenandhunt.com	01-12-09	TEL: 956-381-0981 - FAX: 381-1839 Ruben Chapa, P.E., Vice President

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

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RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
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DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Millennium Engineers Group, Inc. 705 Dawson Drive Edinburg, TX 78539	E-MAIL TO:	megengineers@aol.com	01-12-09	TEL: 956-383-8522 - FAX: 383-0295 Raul Palma, P.E., President
PE Service 3730 Kirby Drive, Suite 1175 Houston, TX 77098	E-MAIL TO:	phuerta@peservice.com phuerta_peservice@yahoo.com	01-14-09	TEL: 888-219-0553 - FAX 888-219-0554 Margarita Flores
Perez Consulting Engineers 808 Dallas Avenue McAllen, TX 78501	E-MAIL TO:	mf@perezce.com	01-12-09	TEL: 956-631-4482 - FAX: 682-1545 Jorge D. Perez, P.E., R.P.L.S., President
Professional Service Industries, Inc. 2020 North Loop 499, Suite 302 Harlingen, TX 78550	E-MAIL TO:	Eladio.garza@psiusa.com Hector.lopez@psiusa.com	01-13-09	TEL: 956-423-6826 - FAX: 423-5735 Hector Garza, Branch Manager
Quintanilla, Headley and Associates, Inc. 124 E. Stubbs Edinburg, TX 78539	E-MAIL TO:	quintanillaheadley@sbcglobal.net	01-12-09	TEL: 956-381-6480 - FAX: 381-0527 Alfonso Quintanilla, E.I.T., President
Raba-Kistner Consultants, Inc. 800 E. Hackberry McAllen, TX 78501	E-MAIL TO:	mvila@rkci.com kbraun@rkci.com	01-12-09	TEL: 956-682-5332 - FAX: 682-5487 Martin Vila, P.E., Vice President (Elizabeth)
Rodriguez Engineering 612 Nolana, Suite 320 McAllen, TX 78504	E-MAIL TO:	Atm1963@hotmail.com	01-12-09	TEL: 956-687-7291 - FAX: 630-6220 Leo L. Rodriguez, P.E./R.P.L.S., President
S&B Infrastructure, Ltd. 5408 N. 10th Street McAllen, TX 78504	E-MAIL TO:	acwalzer@sbinfra.com	01-12-09	TEL: 956-994-3613 - FAX: 994-0427 Daniel O. Rios, P.E., Vice President
J.E. Saenz & Associates, Inc. 211 E. Wisconsin Edinburg, TX 78539	E-MAIL TO:	jacalifa@jesaenz.com	01-12-09	TEL: 956-383-2984 - FAX: 383-3736 José E. "Eddie" Saenz, P.E., President
Salinas Engineering & Associates 2221 Daffodil Ave. McAllen, TX 78501	E-MAIL TO:	Dsalinas.sea@sbcglobal.net	01-13-09	TEL: 956-682-9081 - FAX: 686-1489 David Omar Salinas, P.E., M.S.E.E., President

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**
EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
Sigler, Winston, Greenwood & Assoc., Inc. 1604 E. Highway 83 Weslaco, TX 78596	E-MAIL TO:	cindy@siglerwinstongreenwood.com	01-13-09	TEL: 956-968-2194 – FAX: 968-8300 Wm. R. Shea, P.E., Exec. Vice President
Spoore Engineering 202 S. 4th McAllen, TX 78501	E-MAIL TO:	spooreng@sbcglobal.net	01-12-09	TEL: 956-683-1000 – FAX: 683-1002
TEDSI Infrastructure Group 1200 Fresno Avenue McAllen, TX 78501	E-MAIL TO:	edietrich@tedsi.com	01-12-09	TEL: 956-682-8666 – FAX: 682-9486 Jesse Salinas, Exec. Vice President
Rio Delta Engineering 323 W. Cano, Suite 100 Edinburg, TX 78539	E-MAIL TO:	Riodelta2004@yahoo.com	01-12-09	TEL: 956-380-5152 -FAX: Debra J. Guerra
Cruz-Hogan Consultants 605 E. Violet Avenue, Ste. 5 McAllen, Texas 78504	E-MAIL TO:	Ronnie@cruzhogan.net lorena@cruzhogan.net	01-12-09	TEL: 956-682-5022 ATTN: RONNIE CRUZ
AMBIOTEC ENGINEERING 5420 PAREDES LINE ROAD BROWNSVILLE, TEXAS 78526	E-MAIL TO:	cmmarin@ambiotec.com	01-12-09	TEL: 956-548-9338 ATTN: ANNE WHITKO
DOS LOGISTICS 2811 E. MILE 9½ DONNA, TEXAS 78537	E-MAIL TO:	selinagarza@doslogistics.com	01-12-09	TEL: 472-8042 ATTN: RENE GONZALEZ
LJA Engineering and Surveying, Inc. 13300 Old Blanco Road, Bldg II, Suite 326 San Antonio, TX 78216	E-MAIL TO:	khunt@ljaengineering.com	01-13-09	TEL: 210-678-4700 FAX: 210-678-4796 Kevin P. Hunt, P.E.

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 **RFQ ACCEPTANCE TIME: 9:30 A.M.**

EXTENDED DATE: JANUARY 28, 2009

DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"

RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
KSA Engineering	E-MAIL TO:	drupp@ksaeng.com	01-12-09	TEL: 512-342-6868 - FAX:
PBS & J 10100 Reunion Place, Ste. 850 San Antonio, TX 78216	E-MAIL TO:	rcmedellin@pbsj.com	01-12-09	TEL: 210-828-9494 - FAX: 210-282-7282 Rachel Medellin, Senior Prog. Assistant II
MZ Design	E-MAIL TO:	fwhite@mzgdesign.com	01-12-09	TEL: 956-686-8889
LVN Engineering 8918 Tesoro Drive, Suite 401 San Antonio, TX 78217	E-MAIL TO:	kbishop@lnvinc.com	01-12-09	TEL: 210-822-2232 ext. 322 FAX: 210-822-4032
TDC –Texas Diamond Construction 4019 East Exp. 83 Weslaco, TX 78596	E-MAIL TO:	Fjns6282@aol.com	01-12-09	TEL: 956-784-5819 FAX: 956-514-5036 Frank Nava, General Manager
SAM Engineering & Surveying, Inc. 801 E. Ferguson Rd. Ste. B Pharr, TX 78577	E-MAIL TO:	m_saul79@yahoo.com	01-12-09	TEL: 956-702-8880 FAX: 956-702-8883 Saul D. Maldonado, PE
PBK 1300 N. 10TH St., Suite 210 McAllen, TX 78501	E-MAIL TO:	Nato.garcia@pbk.com	01-12-09	TEL: 956-687-1330 FAX:956-687-1331 Nato Garcia, Field Representative
R.E. Garcia and Associates	E-MAIL TO:	regaassoc@aol.com	01-12-09	TEL: 956-381-1061 FAX: Raul Garcia, Civil Engineer/Surveing
SWCA Environmental Consultants 6200 UTSA Boulevard, Suite 102 San Antonio, TX 78249	E-MAIL TO:	camy@swca.com	01-12-09	TEL: 210-877-2847 FAX: 210-877-2848 Christopher Amy, Environmental Specialist
Terracon Consultants, Inc. 1506 Mid-Cites Drive Pharr, TX 78577	E-M AIL TO:	jaflores@terracon.com	01-12-09	TEL: 956-283-8254 FAX: 956-283-8279 Jorge A. Flores, P.G.

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING VENDOR'S LOG
REQUIREMENTS/RFQ PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.
EXTENDED DATE: JANUARY 28, 2009
DEPARTMENT/RFQ DESCRIPTION: "ENGINEERING SERVICES-HIDALGO COUNTY"
RFQ NO: 2009-028-01-14-MSS

NAME OF BIDDER: COMPANY/FIRM, ADDRESS	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHONE, FAX No. & REPRESENTATIVE'S NAME
M Garcia Engineering 400 Nolana Suite D McAllen, TX 78504	E-MAIL TO:	mgarciaeng@gmail.com	01-12-09	TEL: 956-687-9421 FAX: 956-687-3211
Civil Systems Engineering, Inc. P. O. Box 572373 Houston, TX 77257	E-MAIL TO:	dli@cseengineers.com	01-12-09	TEL: 713-782-3811 FAX: 713-782-3812
Barrera Infrastructure Group (BIG) 7001 N. 10th St. , Suite 300 McAllen, TX 78504	E-MAIL TO:	rene@big-engineering.com	01-12-09	TEL: 956-687-3355 FAX: 956-992-8801
R E Garcia and Associates 116 N. 12th Ave. Edinburg, TX 78541-3501	E-MAIL TO:	regaassoc@aol.com	01-12-09	TEL: 956-381-1061 FAX: 956-381-1280 Raul E. Garcia, Owner
HDR Engineering	E-MAIL TO:	Betty.hopkins@hdrinc.com	01-13-09	TEL: 210-841-2813 FAX:

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2009-028-01-14-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 28, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#01	**R E Garcia and Associates** 116 N. 12th Avenue Edinburg, TX 78541-3501 Attn: Raul E. Garcia, P.E., R.P.L.S. (956) 381-1061 Fax: (956) 381-1280 E-mail: regaassoc@aol.com	X					X		X	
#02	**Salinas Engineering & Associates** 2221 Daffpdo; Ave. McAllen, TX 78501 Attn: David Omar Salinas, P.E., M.S.E.E. (956) 682-9081 Fax: (956) 686-1489 Dsalinas.sea@sbcglobal.net	X	X				X		X	
#03	**Halff Associates, Inc.** 500 W. Military Suite 100 McAllen, TX 78503 Attn: Robert L. Saenz, P.E., C.F.M. (956) 664-0286 Fax: (956) 664-0282 rsaenz@halff.com	X	X		X	X	X	X	X	
#04	**Millennium Engineers Group, Inc.** 705 Dawson Drive Edinburg, Texas 78539 Attn: Raul Palma, P.E. (956) 383-8522 Fax: (956) 383-0295 E-mail: meg@megengineers.com	X		X			X		X	Construction Materials Testing
#05	**M Garcia Engineering** 400 Nolana Suite D McAllen, Texas 78504 Attn: Mariano Garcia, P.E. (956) 687-9421 Fax: 687-3211 E-Mail: mariano@mgarciaengineering.com	X								
#06	**Ambiotec Civil Engineering Group, Inc.** 5420 Paredes Line Road. Brownsville, TX 78526 Attn: Vicente Mendez, P.E., R.P.L.S. (956) 548-9333 Fax: (956) 548-9399 E-mail: vmendez@ambiotec.com	X					X			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES** | RFQ NO: **2009-028-01-14-MSS**

RFQ ACCEPTANCE DATE: **JANUARY 28, 2009** | RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#07	**Hinojosa Engineering, Inc.** 108 W. 18TH Street Mission, Texas 78572 Attn: Ricardo Hinojosa, P.E. -President (956) 581-0143 Fax: (956) 581-2074 E-mail: hinojosaenginc@aol.com; rhinojosa@heningineering.com Website: www.hengineering.com	X	X							
#08	**Gilbert J. Guerra Engineering, LLC d/b/a Rio Delta Engineering** 921 South 10th Edinburg, TX 78539 Attn: Gilbert J. Guerra, P.E. (956) 380-5152 Fax: (956) 380-5083 E-mail: riodelta2004@yahoo.com	X								
#09	**Quintanilla, Headley and Associates, Inc.** 124 E. Stubs St. Edinburg, Texas 78539 Attn: Alfonso Quintanilla, P.E., President (956) 381-6480 Fax: (956) 381-0527 E-mail: quintanillaheadley@sbcglobal.net	X							X	
#10	**Cruz-Hogan Consultants, Inc.** 605 E. Violet Avenue, Suite 5 McAllen, Texas 78504 Attn: Ronnie Cruz, P.E. (956) 682-5022 Fax: (956) 682-5089 E-Mail: Ronnie@cruzhogan.net	X					X			Water & Wastewater Treatment Colletion & Distribution
#11	**Civil Systems Engineering, Inc.** P. O. Box 572373 (9894 Bissonnet Street, Suite 404) Houston, TX 77257 Attn: Daren Li, President (713) 782-3811 Fax: (713) 782-3812 E-mail: dli@cseengineers.com Web: www.cseengineers.com	X					X		X	GIS Applications
#12	**Cook-Joyce, Inc.** 812 West 11th Street Austin, Texas 78701 Attn: J. Brian Dudley, Sr., P.E. (512) 474-9097 Fax: (512) 474-8463 E-mail: brian.dudley@cook-joyce.com Web: www.cook-joyce.com	X					X			

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2009-028-01-14-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 28, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#13	**Izaguirre Engineering Group, LLc.** 7413 N. La Homa Rd. Mission, TX 78574 Attn: Gilberto A. Gracia, P.E.	X					X		X	
#14	**Rodriguez Engineering** 5602 East Iowa Rd. Edinburg, Texas 78539 Attn: Mr. Leo L. Rodriguez, Jr., P.E./R.P.L.S. -President (956) 491-1013 Fax: 380-2775 E-mail: atm1963@hotmail.com	X							X	
#15	**Javier Hinojosa Engineering** 416 E. Dove Avenue McAllen, Texas 78504 Attn: Javier Hinojosa, P.E., Owner (956) 668-1588 Fax: (956) 994-8102 E-mail: javhin@rgv.rr.com	X								
#16	**L&G Engineering** 2100 W. Expressway 83 Mercedes, Texas 78570 Attn: Jacinto Garza, President (956) 565-9813 Fax: (956) 565-9018 E-mail: jacinto@lgengineers.com	X		X			X		X	
#17	**S&B Infrastructure, Ltd.** 5408 North 10th Street McAllen, Texas 78504 Attn: Daniel O. Rios, P.E., Senior Vicd-President (956) 926-5000 Fax: (956) 994-0427 E-mail: dorios@sbinfra.com	X	X		X	X	X	X	X	-GIS Services and Database Development -Funding Liaison and Funding Application Preparation -Public Involvement -Water/Wastewater -Design-Build (Roadway, Facilities) -NPDES Engineering/Documentation -Disaster Mitigation / Damage Assessment -Economic Analysis (Benefit-Cost) -Railway Planning -Construction Management/Inspection
#18	**Melden and Hunt, Inc.** 115 W. Mcintyre St. Edinburg, TX 78541 Attn: Fred L. Kurth, President (956) 381-0981 Fax: (956) 381-1839 fkurth@meldenandhunt.com	X								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2009-028-01-14-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 28, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#19	**Noe Garza Engineers, Inc.** 208 West Ferguson, Unit 2 Pharr, TX 78577 Attn: Noe Garza, President (956) 783-1207 Fax: (956) 783-1209 E-mail: Lydia.rodriguez@ngeinc.net	X	X							
#20	**DOS Logistics** P.O. Box 8337 212 W. 3RD St. Weslaco, Texas 78596 Attn: Eric C. Ybarra, President (956) 968-8800 Fax: (956) 447-8194 E-mail: ericybarra@doslogistics.com Web: www.doslogistics.com	X	X				X		X	
#21	**Vanguard Engineering** 2201 Northgate Drive Weslaco, TX 78596 Attn: Victor H. Garcia, P.E. (956) 5145086 Fax: (956) 514-5036 E-mail: vgarcia@vanguardeng.com	X	X	X					X	
#22	**DBR Engineering Consultants, Inc.** 7001 North 10th Street McAllen, TX 78504 Attn: Brian C. Uhlrich, P.E. (956) 683-1640 Fax: (956) 683-1903 E-mail: buhlrich@dbrinc.com				X	X		X		
#23	**J. E. Saenz & Associates, Inc.** 211 E. Wisconsin Edinburg, Texas 78539 Attn: Jose E. Saenz, President (956) 383-2984 Fax: (956) 383-3736 E-mail: jacalifa@jesaenz.com; eddie@jesaenz.com	X							X	
#24	**TEDSI Infrastructure Group** 1201 E. Expressway 83 Mission, Texas 78572 Attn: Jesse Salinas, Principal (956) 424-7898 Fax: (956) 424-7022 E-mail: jsalinas@tedsi.com Web: www.tesdi.com	X					X		X	

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2009-028-01-14-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 28, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#25	**Dannenbaum Engineering Company - McAllen, LLC** 1109 Nolana Loop, Suite 208 McAllen, Texas 78504 Attn: Louis H. Jones, Jr., P.E., Vice-President (956) 682-3677 Fax: (956) 682-3677 E-mail: southtexas@dannenbaum.com Web: www.dannenbaum.com	X	X				X		X	
#26	**LJA Engineering & Surveying, Inc.** 2929 Briarpark Drive, Suite 600 Houston, TX 77042 Attn: David Quebedeaux, P.E. (713) 953-5200 Fax: (713) 953-5026 E-mail: dquebedeaux@ljaengineering.com	X								
#27	**R. Gutierrez Engineering Corporation** 130 East Park Pharr, Texas 78577 Attn: Ramiro Gutierrez, P.E., President (956) 782-2557 Fax: (956) 782-2558 E-mail: office@rgutierrezengineering.com ;rguteng@sbcglobal.net	X							X	
#28	**Guzman & Munoz Engineering and Surveying, Inc.** 1100 E. Jasmine, Ste. 107 McAllen, TX 78501 Attn: Jose L. Munoz, President (956) 682-3812 Fax: (956) 682-3813 E-mail: jmunoz@gmes.biz	X	X		X				X	
#29	**KK Engineering Consultant** 410 E. Dove Ave. McAllen, Texas 78504 Attn: Kambiz S. Khademi, PE, President/Owner (956) 630-2125 Fax: (956) 630-2219 E-mail: kkhademi@sbcglobal.net	X								

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ- ACCEPTANCE / REFERRAL POOL

DESCRIPTION OF RFQ: **HIDALGO COUNTY ENGINEERING SERVICES**	RFQ NO: **2009-028-01-14-MSS**
RFQ ACCEPTANCE DATE: **JANUARY 28, 2009**	RFQ ACCEPTANCE TIME: **9:30 A.M.**

PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: February 8, 2009 through February 8, 2010

	NAME OF COMPANY	Areas of Specialization								
		Civil	Structural	Geo-technical	MEP	Mechanical	Environ-mental	Electrical	Highway	Other
#30	**SAMES, Inc.** 2606 Woods Drive Edinburg, TX 78539 Attn: Sam Maldonado, Principal (956) 702-8880 Fax: (956) 702-8883 E-mail: sam@samengineering-surveying.com	X	X						X	
#31	**TERRACON CONSULTANTS** 1506 Mid-Cites Drive Pharr, Texas 78577 Attn: Jorge A. Flores, P.G. (956) 283-8254 Fax: (956) 283-8279 E-Mail: jaflores@terracon.com			X			X			-Construction Materials Testing -Facilities

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATION LIST

RFQ-2009-027-01-14LRM- "ARCHITECTURAL SERVICES - HIDALGO COUNTY"
PARTICIPATION LIST

Name of Company	Email Sent on	Acknowledgement of email	Addendum No 1
Reynaldo Vargas, Architect, Inc. dba V-A Architect 2029 Industrial Drive McAllen, TX 78504 vaarchi@aol.com	1-10-09		1-12-09
Mata Villarreal Garcia Design Group, LLP 201 S 10th St. Suite 2 McAllen, TX 78501 fmata@mvgdesign.us fwhite@mvgdesign.us	1-10-09		
Di Stefano/Santopetro Architect, Inc 729 N Ware Road, Suite 105 McAllen, TX 78501 j.santopetro@dsarchitectsinc.com	1-10-09	Phone 1-21-09	1-21-09
Gignac & Associates, LLP 222 E Van Buren, Ste. 102 Harlingen, TX 78550 rgignac@gignac-associates.com asalas@gignac-associates.com	1-12-09	1-12-09	
ERO International, LLP 300 South 8th Street McAllen, TX 78501 eochoa@erointernational.com brian@godinezintl.com	1-10-09		
Gomez Mendez Saenz, Inc. 1150 Paredes Line Road Brownsville, TX 78521 Rudyg.gms@bizrgv.rr.com Susana.gms@bizrgv.rr.com	1-10-09		
Rike Ogden Figueroa Allex Architects, Inc 1007 Walnut Ave McAllen, TX 78501 luis@rofainc.com	1-10-09		
Milnet Architectural Services 608 S 12th Street McAllen, TX 78501 milnet@swbell.net	1-10-09	01-12-09	
IDE*A Group Inc. 1409 Galveston Ave. McAllen, TX 78501 Ideagrp95@sbcglobal.net	1-10-09	01-20-09	
AMTECH Building Sciences, Inc. 2708 N 10th St., Suite C, PMB #371 McAllen, TX 78501 Ideagrp95@sbcglobal.net	1-10-09		
Alcocer Garcia Associates Deisign Consulting 13333 East Jasmine Ave. McAllen, TX 78501 edo@agadc.com george@agadc.com	1-10-09		
Alamo Architects 1512 South Flores San Antonio, TX 78204 jerry@alamoarchitects.com	1-10-09		

PBK Architect Nato.garcia@pbk.com Eli.alvardo@pbk.com	1-10-09	01-15-09	01-15-09
Halff lcorpus@halff.com			
McGraw Hill Peggy_koehn@mcgrawwhill.com			
RGM Architects julian@rgm-arch.com lskoy@bkzgroup.com			
Dannenbaum Engineers Sandra.spence@dannenbaum.com	1-12-09	01-12-09	01-15-09
Randel Scott Archites 972-664-9100 awaddle@rsarchitects.com	1-14-09	01-14-09	
LNV Engineering 8919 Tesoro Drive San Antonio, Texas 785217 kbishop@lnvinc.com	01-15-09	01-15-09	
Raba-Kistner 12821 W. Golden Ln San Antonio, Tx 78249 kbraun@rkci.com	01-12-09	01-12-09	

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

ACCEPTANCE DATE: January 14, 2009 EXTENDED TO JANUARY 28, 2009	ACCEPTANCE OPENING TIME: 9:30 A.M.

DESCRIPTION OF RFQ: "Architectural Services-Hidalgo County"

RFQ NO: 2009-027-01-14-LRM

RFQ NO.	NAME OF COMPANY		ACKNOWLEDGMENT OF ADDENDUM #1	ACKNOWLEDGMENT OF ADDENDUM #2
1.	GIGNAC ARCHITECTS		√	√
2.	V-A ARCHITECTS		√	√
3.	MILNET ARCHITECTURAL SERVICES		√	√
4.	DANNENBAUM ENGINEERING COMPANY		√	√
5.	ALCOCER GARCIA ASSOCIATES		√	√
6.	IDEA GROUP		√	√
7.	AMTECH BUILDING SCIENCES, INC.		√	√
8.	MATA-VILLARREAL- GARCIA DESIGN GROUP L.L.P.		√	√
9.	ERO ARCHITECTS		√	√
10.	GOMEZ MENDEZ SAENZ, INC.		√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

ACCEPTANCE DATE: January 14, 2009 EXTENDED TO JANUARY 28, 2009	ACCEPTANCE OPENINGTIME: 9:30 A.M.

DESCRIPTION OF RFQ: "Architectural Services-Hidalgo County"

RFQ NO: 2009-027-01-14-LRM ACCEPTANCE DATE OF JANUARY 28, 2009

RFQ NO.	NAME OF COMPANY		ACKNOWLEDGMENT OF ADDENDUM #1	ACKNOWLEDGMENT OF ADDENDUM # 2
11.	DI STEFANO/SANTOPETRO ARCHITECTS, INC.		√	√
12.				
13.				
14.				
15.				
16.				
17.				
18.				
19.				
20.				

AI-13633 **17.B.1.**

Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development

CC REGULAR

Date:	02/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

A. Presentation of scoring grid for the purposes of ranking by CC in connection with responses received for RFP/Q NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development" in order to proceed forward with the next phase of the proposal process;

B. Requesting authority for Purchasing Department to enter into negotiations with number one ranked proposer in order to finalize a contract for the provision of professional consultant services for asset mapping and strtegic planning consideration and award.

BACKGROUND

A presentation was held by the two (2) participants to the grading committee so as to complete the grading process in order to proceed to the approval of the ranking by Commissioners Court as requested on 01/06/09.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1287-465-20-110-070-9-311

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

BUDGETARY IMPACT:

Available balance as of 01/29/09; $16,000.00

Negotitations with number one ranked proposer and finalized contract needs to be in place in order to identify funding needs.

Attachments

Link: GRID

Link: TABULATION LOG

Link: PARTICIPATION LOG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:04 PM	APRV
2	Budget & Management		01/30/2009 05:06 PM	PEND
3	Roland Garcia	Rolando Garcia	01/29/2009 05:22 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Vangie Garcia Started On: 01/26/2009 10:16 AM

Final Approval Date: 01/30/2009

EVALUATION/GRADING GRID
RFP NO: 2008-409-11-05-VYG
"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"

EVALUATION CRITERIA	TIPS STRATEGIES INC.				UTPA (UNIVERSITY OF TEXAS-PAN AMERICAN)			
	GRADERS							
	1	2	3	4	1	2	3	4
A. NARRATIVE: (15 PTS) 1. Knowledge of tasks required to meet the proposal requirements. 2. Provides expert personnel in strategic planning and asset mapping, and makes such personnel available to the County for the duration of the project. 3. Indicative of outstanding or exceptional performance of required services	15	13	10	13	15	14	13	14
B. BUDGET AND COST EFFECTIVENESS: (15 PTS) Provides the required turnkey services at a reasonable cost.	12	13	15	10	13	13	12	13
C. PRIOR EXPERIENCE: (30 PTS) 1. Experience in providing strategic planning and asset mapping services, including research, analyses, strategy development, group process facilitation, and plan writing activities. 2. Experience in developing strategic plans, and in organizing asset mapping projects using the same or similar framework set forth in "Asset Mapping Roadmap: A Guide to Assessing Regional	25	27	20	29	30	28	30	29

Development Resources." 3. Provides references. 4. Extent of experience.								
D. **QUALIFICATIONS: (20 PTS)** 1. Met minimum of five (5) years of experience in providing strategic planning services. 2. Met minimum of three (3) years of experience in providing asset mapping services. 3. Experience relevant to the tasks set forth in the scope of services.	20	17	15	20	20	18	20	20
E. **ABILITY TO MEET TIMING REQUIREMENTS: (20 PTS)** 1. Knowledge of the time requirements for completion of all work required in the Scope of Services. 2. Work plan provides specific details on how the timing requirements will be met.	20	18	15	18	20	18	20	18
TOTAL	92	88	75	90	98	91	95	94
AVERAGE	86				94			
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)								

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL TABULATION SHEET
EXTENDED TO 11/12/08

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL OPENING DATE: November 05, 2008	**PROPOSAL OPENING TIME: 9:30 A.M.**

DESCRIPTION OF PROPOSAL: PROFESSIONAL CONSULTANT SERVICES FOR ASSET MAPPING AND STRATEGIC PLANNING TO GUIDE ECONOMIC DEVELOPMENT IN HIDALGO COUNTY

PROPOSAL NO: 2008-409-11-05-VYG	**BUYER II: VANGIE Y. GARCIA**

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF PROPOSAL
#1	U.T.P.A.	√
#2	TIP STRATEGIES, INC.	√
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **November 05, 2008** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/DESCRIPTION: "**Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County**"
RFP/Q NO: **2008-409-11-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1.UTPA-TMGC Melissa Gonzalez 316-7090	IP	Melissa Gonzalez	10/20/08	2120 S. Sugar Road Edinburg, Texas 78539 gonzalesm@utpa.edu
2. HOLLIS RUTLEDGE & ASSO. 583-0002 (P) mike.mesa@rutledge-associates.com	IP	Mike Mesa	10/20/08	523 N. Conway Mission, Texas 78572 583-0500 (F)
3. TEDSI INFRASTRUCTURE Eric R. Dietrich edietrich@tedsi.com - 424-7898(P)	EMAILED	VANGIE Y. GARCIA	10/20/08	1201 E. EXP. 83 MISSION, TX. 78572 424-7022 (F) 222-6167 (C)
4. DOS LOGISTICS, INC. Celina Garza celinagarza@doslogistics.com	EMAILED	VANGIE Y. GARCIA	10/20/08	956-797-4601 (P) 956-797-4630 (F)
5. RCLCO (REAL ESTATE ADVISORS) BARBRA BOWERS BBowes@rclco.com (P) 404-601-0541	EMAILED	VANGIE Y. GARCIA	10/20/08	999 PEACHTREE ST. NE SUITE 2690 ATLANTA, GA 30309 (F) 404-365-8363
6. Holli Rutledge and Associates, Inc. Miguel E. Mesa (P) 956-583-002 (F) 956-583-0500 Email: mike.mesa@rutlege-associates.com	IP	MIKE MESA	10/20/08	523 N. Conway St., Ste. 3, 2nd Fl. Mission, Texas 78572
7. Strategic Growth Institute Amy A. Bynum (P) 501-269-9009 (F) 501-450-5277 (C) 501-269-9009 Email: abynum@uca.edu	EMAILED	VANGIE Y. GARCIA	10/20/08	201 Donaghey Ave. Conway, AR 72035
8.Mid-West GIS Ryon Gross (P) 903-894-7446 (Cell) 469-667-1705 Email: ryon@mid-westgis.com	EMAILED	VANGIE Y. GARCIA	10/20/08	
9. Meshek & Associates Chris Duncan (P) 918-392-5620 (F) 918-392-5621 Email: cduncan@meshekengr.com	EMAILED	VANGIE Y. GARCIA	10/20/08	1437 S. Boulder Ave. Suite 1080 Tulsa, Oklahoma 74119
10. Gregory Ahlgreen-Attorney At Law Gregory Ahlgreen-(P) 956-702-9580 Email: gregory@ahlgrenlawfirm.com	EMAILED	VANGIE Y. GARCIA	10/20/08	9801 S. Cage Blvd. Suite 3 Pharr, Texas 78577

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **November 05, 2008** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/DESCRIPTION: "**Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County**"
RFP/Q NO: **2008-409-11-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
11. Robert Stokes Topographic Mapping Co. (P) 405-843-4847 Email: robert.stokes@topographic.com	EMAILED	VANGIE Y. GARCIA	10/20/08	6709 N. Classen Blvd. Oklahoma City, OK. 73116
12. Facet Technology Corp. Andrew Munyon (P) 952-944-1839-Ext. 203 (Cell) 612-710-2318	EMAILED	VANGIE Y. GARCIA	10/20/08	EMAIL: andym@facet-tech.com
13. Leland Consulting Group Christine Maguire (P) 817-350-4730 (Cell)817-676-5293 Email: cmaguire@aircanopy.net	EMAILED	VANGIE Y. GARCIA	10/20/08	7430 Jordan Lane Midlothian, texas 76065
14. Community Development Concepts Advisory Services, Inc. (Fred Cooper) (P)301-960-4162 (Cell) 206-235-0140 Email: f.cooper@comcast.net	EMAILED	VANGIE Y. GARCIA	10/20/08	
15. Strategic Advisory Group Tony Peterman-(P) 678-584-0727	EMAILED	VANGIE Y. GARCIA	10/20/08	EMAIL: tony@strategicadvisorygroup.net
16. AMEC Earth and Environmental Phillip Grant Chapman	EMAILED	VANGIE Y. GARCIA	10/20/08	EMAIL: phillip.chapman@amec.com
17. RKG Associates, Inc. Kate Pope-(P) 603-868-5513 (F) 603-868-5513 Email: kate@rkgassociates.com	EMAILED	VANGIE Y. GARCIA	10/20/08	277 Mast Road Durham, HH 03824
18. Data Transfer Solutions Bart Williamson -(P) 210-481-5333 (Cell) 210-837-5249	EMAILED	VANGIE Y. GARCIA	10/20/08	3310 Edge View San Antonio, Tx. 78259 EMAIL: bwilliamson@edats.com
19. The Mellgren Planning Group Michele C. Mellgren-(P) 954-475-3070 (F) 954-475-9550 Email: michele@millgrenplkanninggroup.com	EMAILED	VANGIE Y. GARCIA	10/20/08	6555 Nova Drive, Suite 305 Fort Lauderdale, FL 33317
20. William Gauger & Associates William Gauger-(P) 202-423-2012 (F) 202-747-5754	EMAILED	VANGIE Y. GARCIA	10/20/08	1776 I St. NW, Floor 9 Washington, DC 20006 Email: wgauger@paraticep.com

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **November 05, 2008** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/DESCRIPTION: "**Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County**"
RFP/Q NO: **2008-409-11-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
21. International Computer Works Suzan Wolent-(P) 813-988-0434 Email: suzan.wolent@icwmaps.com	EMAILED	VANGIE Y. GARCIA	10/20/08	111 South Riverhills Drive Temple Terrace, FL 33617
22. MGT Of America, Inc. Suan Dembowski-(P) 850-386-3191 Email: susan_dembowski@mgtamer.com	EMAILED	VANGIE Y. GARCIA	10/20/08	2123 Centre Pointe Blvd. Tallahassee, FL 32308
23. HRWK-John Kroll (P) 512-472-1600-Ext. 102 (F) 512-472-1603 (Cell) 512-657-4028	EMAILED	VANGIE Y. GARCIA	10/20/08	919 Congress Avenue Suite 1130 Austin, Texas 78701 Email: john@hrwkglobal.com
24. Bruce Decker Email: bruce@collectibeimpact.com	EMAILED	VANGIE Y. GARCIA	10/20/08	
25. Chuck Snow (P) 205-987-1771 Email: csnow@aerialexperts.com	EMAILED	VANGIE Y. GARCIA	10/20/08	585 Valley View Road Indian Springs. AL 35124
26. Orasi Development Historic Sinclair (P) 817-913-3393(F) 817-882-9612 Email: mahenker@orasidevelopment.com	EMAILED	VANGIE Y. GARCIA	10/20/08	512 Main Street, Suite 706 Fort Worth, Tx. 76102
27. PBS&J Cindy Miller-(P) 512-342-3418 (Cell) 512-431-0385	EMAILED	VANGIE Y. GARCIA	10/20/08	EMAIL: clmiller@pbsj.com
28. Paul M. Vazaldua	EMAILED	VANGIE Y. GARCIA	10/20/08	
29. Design Workshop Melanie Meriwether (P) 801-359-2096-Ext. 5917	EMAILED	VANGIE Y. GARCIA	10/20/08	Email: MMeriwether@DesignWorkshop .com
30. Market Street Services, Inc. JMOORE@marketstreetservicces.com	EMAILED	VANGIE Y. GARCIA	10/20/08	mss@marketstreetservices.com (P) 404-880-7246

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP/Q ACCEPTANCE DATE: **November 05, 2008** RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/DESCRIPTION: "**Professional Consultant For Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County**"
RFP/Q NO: **2008-409-11-05-VYG**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	**PROPOSAL REQUEST *VIA**	**SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT**	**DATE**	**PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S**
31. TIP STRATEGIES, INC. Amber Guitrau amber@TIPstrategies.com	EMAILED	VANGIE Y. GARCIA	10/20/08	7000 North MoPac, Suite 305 Austin, Texas 78731 (P) 512-343-9113 (F) 512-343-9190
32. UTPA - MICHAEL UHRBROCK EMAIL: uhrbrock@utpa.edu	EMAILED	VANGIE Y. GARCIA		
33. S&B INFRASTRUCTURE EMAIL: ACWalzer@sbec.com ALMA WALZER	EMAILED	VANGIE Y. GARCIA	10/30/08	5408 North 10th Street McAllen, Texas 78504 Office-956-926-5042 Cell-956-342-1427
34. GUTIERREZ ENGINEERING OLGA GUTIERREZ EMAIL: olga@rgutierrezengineering.com	EMAILED	VANGIE Y. GARCIA	10/29/08	
35. G.E.C. INC. ADAM WERTH EMAIL:AWerth@gecinc.com	EMAILED	VANGIE Y.GARCIA	10/22/08	9357 Interline Avenue Baton Rouge, LA 70809 (P) 225-612-4180
36.				
37.				
38.				
39.				
40.				
41.				
42.				
43.				
44.				

AI-13658 **17.C.1.**

Pct 1-Corrected WA# 1-Dos Logistics Inc-C-08-389-10-28 & Invoice No. 01.08VV-Dos Land Surveying-C-08-225-09-09

CC REGULAR

Date:	02/03/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Invoice No. 01.08 VV in the total amount of $11,100.00 from DOS LAND SURVEYING, LLC contracted surveyor for the ""ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Surveying Assessement of approximately 1.0 Mile of Valley View Road from US Highway 281 (Military Hwy) North to Anaya Road within Hidalgo County Precinct No. 1. for Hidalgo County Precinct No. 1 and in connection to (Contract No. C-08-225-09-09).

B. Presentation for consideration, discussion, and approval of CORRECTED Work Authorization #1 in the amount of $197,221.25 with DOS LOGISTICS, INC. to provide engineering services in connection with Contract No. C-08-389-10-28 -"ON-CALL VARIOUS ROAD and BRIDGE and C.I.P. Projects" for (Engineering Assessement of approximately 80.25 Miles of Drainage Ditch) within Hidalgo County Precinct No. 1.

BACKGROUND

Corrected WA#1-Dos Logistics, Inc
Invoice No. 01.08 VV-Dos Land Surveying

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-005-0-334

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

BUDGETARY IMPACT:

Amount available for PO #613832 $11,100.00 for Dos Land Surveying.

FISCAL YEAR: 2008 **ACCT. #:** 8-1201-431-00-121-052-0-733

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

BUDGETARY IMPACT:

Amount available for PO #613322 $196,176.03 as of 1-30-09 for Dos Logisitics, Inc., pending PO increase if this item is approved.

Attachments

Link: Invoice No. 01.08VV-Dos Land Surveying

Link: Corrected WA# 1-Dos Logistics Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:37 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/30/2009 09:59 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Letty Saenz Started On: 01/28/2009 09:44 AM

Final Approval Date: 01/30/2009

D S

DATE:
January 15,2009

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

INVOICE # 01.08 VV

Attention: Accounts Payable

PO Number: 613832

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Valley View Road				
Professional Services **Survey and Topography**				
Surveying Services	$11,100.00		$11,100.00	$0.00
TOTAL	**$11,100.00**	**$0.00**		**$0.00**
		TOTAL DUE	**$11,100.00**	

Please remit to:
Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

608-225-09-09
VA#2

8-1201-431-00-121-005-0-334
Po 613832
INVOICE RECEIVED BY
Noe Hinojosa on 1/27/09
GOODS/SERVICES RECEIVED BY:
Noe Hinojosa on 1/27/09

Affidavit of Final Request for Payment

Date: January 15, 2009

Professional Service Contract

Date: 10-15-07

Owner: Hidalgo County Precinct No. 1

Contractor: Dos Land Surveying

Project:

Valley View Road

Completion Date: January 15, 2009

Affiant: Mr. Eric C. Ybarra, President of Dos Land Surveying

Affidavit of Final Request for Payment

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

1. Dos Land Surveying is a Texas LLC.

2. Affiant is President of Surveyor and is authorized to make this affidavit on behalf of Surveyor.

3. The Surveying services required by the Professional Services Contract have been completed in accordance with the requirements of the Contract.

4. Surveyor has paid laborers, and material in full for all labor, services and materials provided to Surveyor for the work and services performed on the Project, excepting only the amounts owed to the persons identified below: NONE.

5. This affidavit is made to induce Owner to accept the services as completed, to pay Surveyor all or part of the consideration in the Professional Services Contract, and to induce Owner to acknowledge completion of the Project.

Dos Land Surveying

Eric Ybarra, President

SUBSCRIBED AND SWORN TO before me on this 15 day of January, 2009 by Eric Ybarra, in his capacity as President of Dos Land Surveying.

CELINA GARZA
Notary Public, State of Texas
My Commission Expires
December 12, 2010

Notary Public, State of Texas

SYLVIA S. HANDY
COUNTY COMMISSIONER, PCT. 1

(956) 968-8733 FAX(956) 973-7804
1902 JOE STEPHENS AVE.
Weslaco, Texas 78596

FAX COVERSHEET

To: Purchasing Dept. **From:** Noe Montez

ATTN: Letty

Fax: **Pages:** 3

Phone: **Date:** 1/27/09

Re: **CC:**

☐ **Urgent** ☐ **For Review** ☐ **Please Comment** ☐ **Please Reply** ☐ **Please Recycle**

• **Comments**

Please place the following inv # 01.08 vv from Dos Land Surveying on the next CC meeting for approval for payment.

Thanks

Noe Montez

NOTICE OF CONFIDENTIALITY

THE INFORMATION CONTAINED IN THIS FACSIMILE MESSAGE IS LEGALLY PRIVILEGED AND CONFIDENTIAL INFORMATION INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY NAMED ABOVE. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPY OF THIS TELECOPY IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS TELECOPY IN ERROR, PLEASE IMMEDIATELY NOTIFY US BY TELEPHONE AND RETURN THIS MESSAGE TO US AT THE ABOVE ADDRESS VIA THE UNITED STATES POSTAL SERVICE. THANK YOU.

HIDALGO COUNTY

Professional Engineering Services
Contract #C-08-389-10-28

CORRECTED
WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"DOS LOGISTICS, INC"**, professional engineer of Weslaco, Texas, hereinafter called **"Engineer"**.

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide engineering services as it pertains to the following:

INVENTORY OF EXISTING DRAINAGE STRUCTURES AND ENGINEERING ASSESSMENT OF APPROXIMATELY 80.25 MILES OF DRAINAGE DITCH LOCATED IN HIDALGO COUNTY PCT #1

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "A"*** – ***Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is **$ 197,221.25**. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B"**.

PART 3. PAYMENT

Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No.1 shall be funded through funding source:
Account No. **8-1201-431-00-121-005-0-733**
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate **upon completion of scope of work .**

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 1, Commissioner Sylvia S. Handy as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 1

BY: _____
Sylvia Handy, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2009.

THE ENGINEER:
DOS LOGISTICS, INC.

BY: _____
Eric C. Ybarra

THE OWNER:
HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Engineer
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Engineer
ATTACHMENT "D" - Work Authorization Form

Exhibit "A"
Scope of Work

INVENTORY OF EXISTING DRAINAGE STRUCTURES AND ENGINEERING ASSESSMENT OF APPROXIMATELY 80.25 MILES OF DRAINAGE DITCH LOCATED IN HIDALGO COUNTY PCT #1

Project Startup and Coordination

Coordinate with Irrigation District No. 9 to research and acquire any and all existing right-of-way information pertaining to irrigation ditches and structures available.

Coordinate and meet with Hidalgo County Precinct #1 and Drainage District No. 1 to provide project updates.

Inventory of Existing Drainage Structures

Identify locations, sizes and types of all drainage structures under crossings within the project limits.

Perform preliminary inspection of structures to determine existing conditions. A minimum of three digital photos will be taken of each structure (one photo showing roadway above structure, one photo showing inlet, and one photo showing outlet).

The consultant will note any major construction failures of structures.

Drainage Ditch Engineering Assessment

Search for, locate and identify any structures that are plugged.

Search for, locate and identify any major scouring (above 3 feet).

The consultant will report drainage ditch conditions. These conditions will be classified as: clear and maintained, light brush, medium brush, and heavy brush.

Identify Improvements adjacent to drainage ditches. This includes taking digital photos of buildings, houses, barns, roadways etc., and prepare location map of such improvements.

Establish approximate GPS positions of the beginning and ending points of drainage ditches, all major bends of drainage ditches and all drainage structures.

Digital photos will be taken approximately every 0.25 of a mile.

Plan of Action

Develop map of historically known flood prone areas.

Based on existing drainage ditch and drainage structure conditions, improvements adjacent to drainage ditches and areas that are historically known flood prone areas, the consultant will prioritize and develop a comprehensive plan of action.

Dos Logistics, Inc.
Client: Hidalgo County Precinct No. 1

Project Name: Drainage Ditch Assessment within Hidalgo County, Texas Precinct (Work Authorization No. 1)

EXHIBIT "C"
FEE BUDGET ESTIMATE
STRUCTURE INVENTORY AND DITCH ASSESSMENT
& DEVELOPMENT OF PLAN OF ACTION
WORK AUTHORIZATION NO.1

	DESCRIPTION OF WORK TASK	BASIS OF MANHOUR ESTIMATE QNTY	UNIT	MANHOURS PER TASK BY CLASSIFICATION: PRINCIPAL (VIII) $226.22	PROJ MGR (VII) $200.11	SENIOR ENGR (V) $181.92	PROJ ENG (III) (IV) $156.45	ENGINEER (I) (II) $127.34	SR. ENG DGNR (III) $134.87	ENVIRON SCIENTIST $120.07	ENG DGNR (I)(II) $90.96	CADD OPER (I) (II) $78.31	SECTY $65.49	RPLS $133.71	PROJECT SURPERVISOR $103.45	SURVEY TECHNICIAN $64.95	TOTAL MH'S PER TASK	TOTAL FEE PER TASK
	TASK																	
	PROJECT START-UP AND COORDINATION																	
	COORDINATION WITH PRECINCT # 1 /CITIES			8			24	24						24			80	$11,929.88
	COORDINATION WITH UTILITIES AND IRRIGATION DISTRICTS			8			8	16			24			40			96	$12,630.36
	SUBTOTAL			16			32	40	0	0	24	0	0	64	0	0	176	$24,460.24
	INVENTORY OF EXISTING DRAINAGE STRUCTURES																	
	FIELD WORK						2	4						50	124	124	304	$28,389.38
	OFFICE WORK & ENGINEERING ASSESSMENT OF STRUCTURES						20	40	60			132					252	$26,651.90
	SUBTOTAL			0			22	44	60	0	0	132	0	50	124	124	556	$55,041.27
	DRAINAGE DITCH ASSESSMENT																	
	FIELD WORK						2	4						80	150	150	386	$36,779.08
	OFFICE WORK & ENGINEERING ASSESSMENT OF DITCHES						30	60	60			160					310	$32,956.93
	SUBTOTAL			0			32	64	60	0	0	160	0	80	150	150	696	$69,735.01
	DEVELOP PLAN OF ACTION																	
	DEVELOPMENT OF EXHIBITS						16	24	40			80	24				184	$18,790.80
	REVIEW AND COMPILE DATA						32	60	16		16						124	$16,260.38
	DEVELOP FINAL REPORT			8			16	24					16				64	$8,417.05
	SUBTOTAL			8			64	108	56	0	16	80	40	0	0	0	372	$43,468.24
	TOTAL HOURS			24			150	256	176	0	40	372	40	194	274	274	1800	
	TOTAL COST			$5,429.34			$23,467.50	$32,600.06	$23,737.56	$0.00	$3,638.46	$29,130.95	$2,619.54	$25,939.74	$28,345.30	$17,796.30		$192,704.75
	TOTAL ODC																	$4,516.50
	TOTAL PROJECT COST																	$197,221.25
	% OF TOTAL HOURS PER CLASSIFICATION			1.33%			8.33%	14.22%	9.78%	0.00%	2.22%	20.67%	2.22%	10.78%	15.22%	15.22%	100.00%	

DIRECT EXPENSES	NO.	UNIT	QUANTITY	UNIT	QUANTITY	UNIT PRICE	AMOUNT
PLOTTING - 11 X 17 PAPER PLOTS	5	SETS	10	PLOTS/SET	50	1.50	$ 75.00
PLOTTING - 22 X 34 PAPER PLOTS	5	SETS	8	PLOTS/SET	40	6.00	$ 240.00
PLOTTING - COLOR PLOTS	5	SETS	8	PLOTS/SET	40	10.00	$ 400.00
MYLAR PLOTS - 11 X 17	5	SETS	10	PLOTS/SET	50	10.00	$ 500.00
REPRODUCTION - 8.5 X 11 PAPER COPIES	35	SETS	545	COPIES/SET	19,075	0.12	$ 2,289.00
REPRODUCTION - 11 X 17 PAPER COPIES	35	SETS	10	COPIES/SET	350	0.15	$ 52.50
OVERNIGHT CARRIER COST		PKGS	1	EACH	0	30.00	$ -
AUTO EXPENSE (Mileage)	40	TRIPS	50	MI /TRIP	2,000	0.48	$ 960.00
TOTAL DIRECT EXPENSES							$ 4,516.50

AI-13717 **17.C.2.**

Purchase of Attachments for Pct. 1

CC REGULAR

Date:	02/03/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Recommending bid award to the sole bidder meeting all specifications for the request for bids for :Purchase of the Following New Attachments: One (1) Hydraulic High Shoulder Planer; One (1) Hydraulic Sidearm Ditcher; One (1) Hydraulic Sickle Bar Type Tree Limb Cutter (Bid No.: 09-045-01-28CGV).

BACKGROUND

Amount of purchase for all attachments: $105,880.00 plus delivery charge of $1,600.00 which includes a one (1) year warranty in the total amount of $107,480.00.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-052-0-742

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

BUDGETARY IMPACT:

Available Balance as of 1-30-09 $109,345.84 for calendar year 2009.

Available Balance as of 1-30-09 $637,458.84 for calendar year 2008, pending closing of period 13.

Attachments

Link: Recommendation Memo

Link: Tabulation-Bid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/30/2009 01:46 PM	APRV
2	Budget & Management	Veronica Lopez	01/30/2009 02:10 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/30/2009 02:40 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/29/2009 04:50 PM

Final Approval Date: 01/30/2009

Memorandum

To: Purchasing Dept.

Attn: Cris Villarreal

From: Noe Montez

Date: 1/29/2009

Re: Bid No. 2009-045-01-28CGV

Please be advised that Pct. 1 is recommending award of bid to U.S. Ditcher Inc. who was the sole bidder meeting all specifications for 1- hydraulic high shoulder planer and 1- hydraulic sidearm ditcher and 1- hydraulic sickle bar type tree limb cutter.

Thanks

Noe Montez

DEPARTMENT NAME: Hidalgo County Precinct No. 1	
BID OPENING DATE: January 28, 2009	BID OPENING TIME: 9:30 A.M.
DESCRIPTION OF BID: RFB-Purchase of The Following New Attachments: One (1) Hydraulic High Shoulder Planer; One (1) Hydraulic Sidearm Ditcher; One (1) Hydraulic Sickle Bar Type Tree Limb Cutter	
BID NO: 2009-045-01-28CGV	

BID # RFB#	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE	BID BOND OR CHECK INCLUDED
#1	US Ditcher, Inc.	High Shoulder Planer: $59,880.00		
#2		Sidearm Ditcher: $34,500.00		
#3		Sickle Bar Type Tree Limb Cutter: $11,500.00		
#4				
#5				
#6				
#7				
#8				
#9				
#10				

Exhibit "B"

REQUEST FOR BIDS
Hidalgo County

RFB No.: 2009-045-01-28CGV

BID PAGE

1) **Cost for the purchase of the following new attachments:**
   a) **One (1) Hydraulic High Shoulder Planer** $ 59,880.00
   b) **One (1) Hydraulic Sidearm Ditcher** $ 34,500.00
   c) **One Hydraulic Sickle Bar Type Tree Limb Cutter** $ 11,500.00

2) **Does the equipment (attachments) have Warranty? Please specify:** Yes, it comes with a 1 year warranty.

3) **Is there a delivery charge?** Yes, a cost of $1,600.00 charge for delivery

4) **Will training be provided for the use of the equipment (attachments) and are there any additional charges?**
   ✓ **yes /** ____ **No, please specify:** There are no additional charges for training

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: U.S. Ditcher Inc.

ADDRESS: 1805 South Port Road Spartanburg, SC 29306

CITY/STATE/ZIP CODE: Spartanburg, SC 29306

PHONE & FAX NO.'S: (1) 864-948-0884 Fax. (1) 864-948-0987

CELLULAR & BEEPER NO.'S: 956-720-5782

AUTHORIZED SIGNATURE: Robert Downing

PRINTED NAME: Robert Downing

TITLE Texas Product Representative

Bid
for

RFB-Purchase of The Following New Attachments:
One (1) Hydraulic High Shoulder Planer; One (1) Hydraulic Sidearm Ditcher;
One (1) Hydraulic Sickle Bar Type Tree Limb Cutter
Bid No: 2009-045-01-28CGV
January 28, 2009

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business Hwy 281 - New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof. The purchases resulting from this bid will be on an as-needed basis. The County reserves the right to reject items with minimum order requirements. All bid items **must** be normal stock items for the vendor.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: U.S Ditcher INC.

Address: 1805 South Port Rd. Spartanburg, SC 29306

By: Robt Downing

Printed Name: Robert Downing

Title: Texas Product Representative

EXHIBIT A

SPECIFICATIONS

2009-045-01-28CGV

RFB-Purchase of The Following New Attachments:
One (1) Hydraulic High Shoulder Planer;
One (1) Hydraulic Sidearm Ditcher; One
(1)Hydraulic Sickle Bar Type Tree Limb Cutter

REQUEST FOR BIDS
Hidalgo County

RFB No.: 2009-045-01-28CGV

Exhibit "A"

RFB- "Purchase of The Following New Attachments: One (1) Hydraulic High Shoulder Planer; One (1) Hydraulic Sidearm Dither; One (1) Hydraulic Sickle Bar Type Tree Limb Cutter"

I. SPECIFICATIONS/TERMS AND CONDITIONS

Hidalgo County Precinct No. 1 is seeking to purchase the following new attachments to be used with a 3.0 Hitch, Hydraulic, Category 2 Tractor.

A. One (1) Hydraulic High Shoulder Planer;

- 72" Carbide blade rotary drum
- Mechanical transmission powered by a host tractor at 540 RPM
- Permanently mounted on a trailer, a frame as complete unit
- Capabilities: can remove up to an 18" dirt/vegetation lip off the road shoulder using a creeper gear
- Recommended operating ground speed 4 mph average, under normal working operations,
- 3/8 " thick steel sheet metal deflector shields
- Reversible rotary drum

B. One (1) Hydraulic Sidearm Ditcher;

- Self contained hydraulic system
- Independent Hydraulic fluid tank, PTO driven pump, and independent HYD
- 100" center to center reach
- 24" maximum depth in cut standard
- Capable of 0.6 mph to 1/3 mph (for cutting new ditches)
- Standard carbon steel cutter head
- Tractor at 540 RPM min 70HP, 3 point hitch, and a creeper gear

C. One (1) Hydraulic Sickle Bar Type Tree Limb Cutter;

- Road side tree limb cutter
- 62" in cutting surface
- 3" in diameter for cutting limbs or trees
- Self contained hydraulic system on host machine

II. Additional Information:

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

- All applicable forms in this packet must be billed out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

- Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day written notice prior to cancellation.

- Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest , best, and most advantageous to the County, including compliance to bid specifications. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

- Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 So. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN**, Wednesday **January 21, 2009 by 5:00 P.M..** Responses to said inquiries will be sent to all applicants via facsimile by no later than, **Friday, January 23, 2009 by 5:00 P.M.**

III. Special Instructions:

- Equipment and/or products must be delivered to the following location:
  - Hidalgo County Precinct No. 1
    1902 Joe Stephens
    Weslaco, Tx 78596

  - Contact Person for any questions or directions:
    Noe Montez, Administrator Assistant
    956-968-8733

EXHIBIT B

BID FORM PAGE

2009-045-01-28CGV

RFB-Purchase of The Following New Attachments:
One (1) Hydraulic High Shoulder Planer;
One (1) Hydraulic Sidearm Ditcher; One (1)
Hydraulic Sickle Bar Type Tree Limb Cutter

Exhibit "B"

REQUEST FOR BIDS
Hidalgo County

RFB No.: 2009-045-01-28CGV

BID PAGE

1) **Cost for the purchase of the following new attachments:**
   a) **One (1) Hydraulic High Shoulder Planer** $ 59,880.00
   b) **One (1) Hydraulic Sidearm Ditcher** $ 34,500.00
   c) **One Hydraulic Sickle Bar Type Tree Limb Cutter** $ 11,500.00

2) **Does the equipment (attachments) have Warranty? Please specify:** Yes, it comes with a 1 year warranty.

3) **Is there a delivery charge?** Yes, a cost of $1,600.00 charge for delivery

4) **Will training be provided for the use of the equipment (attachments) and are there any additional charges?**
   ✓ **yes /** ____ **No, please specify:** There are no additional charges for training

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: U.S. Ditcher Inc.
ADDRESS: 1805 South Port Road Spartanburg, SC 29306
CITY/STATE/ZIP CODE: Spartanburg, SC 29306
PHONE & FAX NO.'S: (1) 864-948-0884 Fax. (1) 864-948-0987
CELLULAR & BEEPER NO.'S: 956-720-5782
AUTHORIZED SIGNATURE: [signature]
PRINTED NAME: Robert Downing
TITLE: Texas Product Representative

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: US DITCHER INC. **Telephone No.** (864) 948-0884

dba Name: US DITCHER INC.

Legal Name: US DITCHER INC.

Mailing Address : 1805 SOUTHPORT RD **Fax No.** (864) 948-0987

Physical Address:

City, State, Zip SPARTANBURG, SC 29306 **Tax I.D. No.** 57-1057839

Remit to Address : 1805 SOUTHPORT RD **City, State, Zip** SPARTANBURG, SC 29306

E-Mail Address: USDITCHER@CHARTERINTERNET.COM

Representative(s) Name(s) & Title(s) ROBERT DOWNING TEXAS PRODUCT REPRESENTATIVE

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No. 1-57-1057839 200-5294 **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. 57-1057839

State of Incorporation: Incorporation **Date:** 8-1-1996 **Other:** ____

Type of Business (check one): ✓ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify ____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: ROBERT DOWNING TEXAS REPRESENTATIVE

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: • Yes • ✓No

Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** • Yes • ✓No

What type of product(s) is/are solicited by your company?: DRAINAGE & ROAD MAINTENANCE EQUIPMENT

Would you like to be provided with specifications for procurements of such products?: ✓Yes • No

To Be Completed by the County: Rec'd by (Purchasing): ____ **Date Rec'd by (Purchasing):** ____

Date Forwarded Information to Auditor's Office: ____ **Entry Date:** ____ **Vendor No.:** ____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

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

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
FRANK P. SCORDILIS US. DITCHER INC.

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
1805 SOUTH PORT RD

Requester's name and address (optional)

City, state, and ZIP code
SPARTANBURG, SC 29306

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | | | | | | | | |

or

Employer identification number
5 7 | 1 0 5 7 8 3 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► Robert Scordilis Date ► 1-22-09

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

US Ditcher, INC.

1805 South Port Road, Tel.(1) 864 948 0884.Fax. (1) 864 948 0987.

Spartanburg, SC. 29306 / USA. (usditcher@earthlink.net)

Date: January 13, 2009

Product Bid Proposal

Prepared For; Mrs. Martha L. Salazar CPPB Hidalgo County Purchasing Agent,

Prepared By: U. S. Ditcher Inc Texas product representative Robert Downing

To Supply Hidalgo County Precinct # 1 with the following items listed below.

USD –R72SST High Shoulder Planer :
Comes with 72"(6ft) Carbide blade rotary drum. Includes a mechanical transmission powered by a host tractor at 540 RPM . The Planer is permanently mounted on a trailer a frame as complete unit. Operation capabilities: can remove up to an 18 in dirt/vegetation lip off of the road shoulder using a creeper gear. Recommended operating ground speed is 4 MPH under normal working operations, < than 18" or less of accumulated dirt/ vegetation buildup.
Deflector shields are 3/8" thick steel sheet metal. Rotary
Rotary drum is reversible to allow windrowing on the left side (street side) .
Same price as previously stated: $59,880.00

DSL -35-BHR Hydraulic Side - Arm Ditcher
Unit has a self contained hydraulic system
Independent Hydraulic fluid tank, PTO driven pump, and independent HYD remote controls mounted in tractor cab via cable.
100" center to center reach & 24 in max depth in cut standard
Tractor requirements 540 RPM min 70 HP, 3 point hitch, and a creeper gear capable of 0.6 MPH to 1/3 mph (not required for clean out work, only for cutting new ditches). Includes an upgraded Carbon Steel Cutter head at no additional cost to the customer.
New Price: $ 34,500.00

BT 100-62" sickle bar type Safety Tree Limb Cutter

*** Road side Tree limb cutter is an attachment for the DSL 35 BHR .**

The BT 100 has a 62"in cutting surface designed to allow a flat consistent looking cut along any road side regardless of the terrain.

Can limbs or trees 4" in diameter

The cutter is driven hydraulically by the self contained hydraulic system found on the host machine DSL 35 BHR.

New Price: $ 11,500.00

----- Delivery Time for All tools will be approximately 4 weeks------

Shipping and Handling FOB. Spartanburg SC, to Hidalgo County Pct #1

Cost: $1600.00 for all tools included in this proposal

Thank You,
Robert Downing

Robert Downing

Texas Product Representative
US Ditcher Inc,

AI-13670 **17.D.1.**

Tower Road Drainage Items-Pct. 2

CC REGULAR

Date:	02/03/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of contract C-08-399-2-03 for Hidalgo County Precinct No. 2- "Construction of Tower Road Drainage Items", reviewed and approved as to form by legal counsel, and previously awarded by Commissioners' Court on 12-02-08.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

As per Yoli at Pct. 2, pending transfer of funds upon availability.

2008 available balance as of 01/29/09; $159,169.66

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:41 PM	APRV
3	Roland Garcia	Rolando Garcia	01/30/2009 01:43 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/28/2009 03:21 PM

Final Approval Date: 01/30/2009

C. Pct 2

1. **Presentation, for discussion, consideration, acceptance and approval (for the purpose of clarification) of company name change from Clean Air Solutions to CAS Companies, LP in connection with action taken by Commissioners' Court on November 12, 2008 to award the proposal received (through Hidalgo County's membership/participation with The Interlocal Puchasing System's awarded construction services vendor) for: Retrofit to Mechanic Shop for use of Elections Department (Project No. 2008-300-11-06-MSS).**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration and action on a recommendation by project engineer R. Gutierrez Engineering to award to the lowest bidder meeting all specifications for Bid No.:2008-399-10-29MSS-"Construction of Tower Road Drainage Items"- Precinct No. 2.**

   On motion of Commissioner Palacios, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

3. **Approval of Request for Payment No. 2 (Reimbursable) in the amount of $632.50, from V-A Architecture, contracted architect for "South Tower CRC/Park Project" C-07-042-04-17.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

   At this time Commissioner Garza steps out.

D. Pct 3

1. **Requesting authority for Hidalgo County to purchase one (1) new Ford F-550 Cab/Chasis vehicle through Philpott Motor Company, Port Neches, Texas, the County's Participation/membership with TASB Buyboard for Precinct #3 in the total purchase price not to exceed $ 56,631.00 to include but not limited to Buyboard Fees and any accessories as requested by Pct. #3 as follows for Project #08-461.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

2. **Presentation for discussion, consideration, and approval to award proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in an amount not to exceed $34,285.76, for installation of new fire alarm system to the county building known as "The Mansion" to house Precinct No. 3 Administration Offices to include but limited to equipment, labor, installation set up and any other accessories as may be needed for a turnkey solution.**

   On motion of Commissioner Handy, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-08-399-2-03

This Agreement, entered into this 2 day of December , 2008 by and between Hidalgo County (hereinafter called the "OWNER," and O. G. Construction Company, LLC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

CONSTRUCTION OF TOWER ROAD DRAINAGE ITEMS

Hereinafter called the project, for the sum of Five Hundred Sixty Nine Thousand, Five Dollars and Fifty Seven Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by
R. Gutierrez Engineering Corporation, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within **105** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$200.00** for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, December 2, 2008.

CONTRACTOR: _____

Name of Firm: O.G. Construction Company,LLC

Address: 222 W.University Dr.; Edinburg,TX 78539

Fed. I.D. # / S.S.##: 47-0944347

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 21st day of Jan, 2009, by Omar F Garcia Of and on behalf of OG Construction Co LLC
(Title) (A corporation)

NORMA LINDA CERDA
My Commission Expires
March 10, 2009

_____
Notary Public-Signature

APPROVED AS TO FORM:

Atlas & Hall, LLP

BY: _____
~~Atlas & Hall, LLP~~

ATTEST:

_____
Artuto Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas, III, County Judge

EXHIBIT "A"

SPECIFICATIONS

Exhibit "A" consists of the entire bound document as prepared by R. GUTIERREZ ENGINEERING CORPORATION for HIDALGO COUNTY PRECINCT TWO – **CONSTRUCTION OF "HIDALGO COUNTY - TOWER ROAD DRAINAGE ITEMS" – Bid No: 2008-399-10-29-MSS.**

EXHIBIT "B"

PAYMENT SCHEDULE

Payment Schedule shall be in accordance with "Bid Proposal for Hidalgo County Precinct Two – **CONSTRUCTION OF "HIDALGO COUNTY - TOWER ROAD DRAINAGE ITEMS" – Bid No: 2008-399-10-29-MSS**, included herewith, including Item 1 and any and all related provisions contained herewith.

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
465	40.00	EA	Inlet (Compl) Ty "C" Three Thousand One Hundred Dollars and 00/100 Cents Per Each	$ 3,100	$ 124,000
465	5.00	EA	Manhole (Compl) Ty "A" Two Thousand Two Hundred Dollars and Fifty Cents Per Each	$ 2,200.50	$ 11,002.50
* 467	1.00	EA	Safety End Treatment (18")(4:1) Six Hundred Dollars and 00/100 Cents Per Each	$ 600.00	$ 600.00
* 467	2.00	EA	Safety End Treatment (18")(3:1) Seven Hundred Dollars and 00/100 Cents Per Each	$ 700.00	$ 1,400.00
* 506	252.00	SY	Construction Exits (Ty II)(Install) Fifteen Dollars and Fifty Cents Per Square Yard	$ 15.50	$ 3,906.00
* 506	252.00	SY	Construction Exits (Ty II)(Remove) Five Dollars and Fifty Cents Per Square Yard	$ 5.50	$ 1,386.00
* 506	1,668.00	LF	Temp Sediment Control Fence Two Dollars and Twenty Five Cents Per Linear Foot	$ 2.25	$ 3,753.00
4035	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN) Twenty Two Dollars and Thirty Five Cents Per Linear Foot	$ 22.35	$ 2,011.50

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)

BASE BID ITEMS

* 400 959.00 CY Cement Stablized Backfill
Twenty Dollars and
Zero Cents $ 20.00 $ 19,180.00
Per Cubic Yard

* 400 397.70 SY Cut & Restore Pavement
Thirty Six Dollars and
Ten Cents $ 36.10 $ 14,356.97
Per Square Yard

* 402 5,762.00 LF Trench Excavation Protection
One Dollars and
Twenty Five Cents $ 1.25 $ 7,202.50
Per Linear Foot

464 1,561.00 LF RC Pipe (CL III)(18")
Twenty Nine Dollars and
Fifty Cents $ 29.50 $ 46,049.50
Per Linear Foot

464 2,183.00 LF RC Pipe (CL III)(24")
Thirty Three Dollars and
Ninety Cents $ 33.90 $ 74,003.70
Per Linear Foot

464 1,200.00 LF RC Pipe (CL III)(30")
Fifty Four Dollars and
Fifty Cents $ 54.50 $ 65,400.00
Per Linear Foot

464 1,182.00 LF RC Pipe (CL III)(36")
Sixty Five Dollars and
Fifty Cents $ 65.50 $ 77,421.00
Per Linear Foot

464 1,229.00 LF RC Pipe (CL III)(42")
Ninety Dollars and
Ten Cents $ 90.10 $ 109,503.90
Per Linear Foot

110,732.92 (OS)

BID PROPOSAL FORM
HIDALGO COUNTY
TOWER ROAD DRAINAGE ITEMS

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (in figures)
4035	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN) Thirty Two Dollars and Fifty Cents Per Linear Foot	$ 32.50	$ 2,600.00
4035	1.00	EA	~~Stand Pipe (24 IN)~~ Four Thousand Dollars and Zero Cents Per Each	$ 1,000.00	$ 1,000.00
			Five Hundred Sixty Three Thousand Seven Hundred Seventy Six Dollars and Fifty Seven Cents **Total Base Bid Amount**	$	$ ~~563,776.57~~ 569,005.57

ALTERNATE BID ITEMS

464	1,561.00	LF	RC Pipe (CL III)(18")(Installation Only) Nineteen Dollars and Zero Cents Per Linear Foot	$ 19.00	$ 29,659.00
464	2,183.00	LF	RC Pipe (CL III)(24")(Installation Only) Nineteen Dollars and Zero Cents Per Linear Foot	$ 19.00	$ 41,477.00
464	1,200.00	LF	RC Pipe (CL III)(30")(Installation Only) Thirty Dollars and Zero Cents Per Linear Foot	$ 30.00	$ 36,000.00
464	1,182.00	LF	RC Pipe (CL III)(36")(Installation Only) Forty Dollars and Zero Cents Per Linear Foot	$ 40.00	$ 47,280.00

EXHIBIT "C "

Insurance Requirements

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

1. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and $500,000.00 per occurrence, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

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

3. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

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

Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. if replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

PAYMENT BOND

Bond# 611622

KNOW ALL MEN BY THESE PRESENTS, that O.G. Construction Companay LLC

(hereinafter called the Principal(s), as Principal(s), and Insurors Indemnity Company

hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County 2812 S Bus. 281 Edinburg, TX 78539 (hereinafter called the Oblige), in the amount of Five Hundred Sixty Nine Thousand Five and 57/100***

Dollars ($ 569,005.57) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 2nd day of December 2008, for the Construction of Tower Road Drainage Items

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provided in said contract in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021(c) for the beneficiaries described by such sub-section, and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 23rd day of January A.D., ~~2008~~ 2009

O.G. Construction Company LLC
Principal

ATTEST:

(Principal) Secretary
(SEAL)

Signature

Witness to Principal

Omar F. Garcia
(Print / Type Name)

125 W Hawk Ave
(Address)

222 W. University Drive
(Address)

McAllen, TX 78504
(City, State, Zip)

Edinburg, TX 78539
(City, State, Zip)

PAYMENT BOND (Continued)

Insurors Indemnity Company
Surety

ATTEST:

(Surety) Secretary
(SEAL)

Attorney-in-Fact (Signature)

Witness to Surety Debbie Valdez

Andy Alvarez
(Print / Type Name)

620 W. Ferguson
(Address)

P.O. Drawer 3783
(Address)

Pharr, TX 78577
(City, State, Zip)

McAllen, TX 78502
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

PERFORMANCE BOND

Bond# 611622

KNOW ALL MEN BY THESE PRESENTS, that O.G. Construction Company LLC

(hereinafter called the Principal(s), as Principal(s), and Insurors Indemnity Company

hereinafter called the Surety(s), as Surety(s), are held and firmly bound onto Hidalgo County 2812 S. Bus. 281 Edinburg, TX 78539 (hereinafter called the Oblige), in the amount of Five Hundred Sixty Nine Thousand Five and 57/100***

Dollars ($ 569,005.57) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written contract with the Oblige, dated the 2nd day of December 2008, for the Construction of Tower Road Drainage Item

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copies at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the plans, specifications and contract documents, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Texas Government Code, Section 2253.021 (b), for the benefit of Oblige and provisions of said Section to the same extent as if it were copied in length herein.

IN WITNESS WHEREOF, this instrument is executed in four counterparts, each one of which shall be deemed an original, this the 23rd day of January A.D., 2008 2009

ATTEST:

(Principal) Secretary
(SEAL)

Witness to Principal
125 W. Hawk Ave
(Address)
McAllen, TX 78504
(City, State, Zip)

O.G. Construction Company LLC
Principal

Signature

Omar F. Garcia
(Print / Type Name)
222 W. University Drive
(Address)
Edinburg, TX 78539
(City, State, Zip)

PERFORMANCE BOND (Continued)

ATTEST:

(Surety) Secretary
(SEAL)

Witness to Surety Debbie Valdez

620 W. Ferguson
(Address)
Pharr, TX 78577
(City, State, Zip)

Insurors Indemnity Company
Surety

Attorney-in-Fact (Signature)

Andy Alvarez
(Print / Type Name)

P.O. Drawer 3783
(Address)
McAllen, TX 78502
(City, State, Zip)

Notes: Date of Bond must be prior to date of Contract.
Provide correct name of Contractor, indicate corporation, partnership or an individual, as case may be.
Provide correct name of Surety and Surety must attach its original power of attorney to this BOND.
If Contractor is partnership, all partners must sign and execute BOND.
Indicate County or Parish and State.

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____, certify that I am the secretary of the corporation named as Principal in the BOND; that _____ who signed the BOND on behalf of Principal, was then _____ of the corporation; that I know his or her signature, and his or her signature is genuine; and that the BOND was duly signed for and on behalf of the corporation by authority of its governing body.

_____ (Corporate Seal)
Secretary's Signature

AI-13671 **17.D.2.**

Hidalgo County Pct 2 "Purchase of Doosan DL-250 Loader"

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/BUYBOARD awarded vendor H & V Equipment, Inc.: One (1) Doosan DL-250 Loader with a 3.5 Cubic Yard Bucket in the amount not to exceed $ 141,803.18 which includes Buyboard Pricing and Accessories. (Bid No. 2009-077)

BACKGROUND

Funds available pending 2009 appropriation of funds in the amount of $141,803.18, refer to AI-13739.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-034-0-742

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

BUDGETARY IMPACT:

9-1202-431-00-122-034-0-742 $141,803.18; funding pending 2009 appropriation, department was notified.

Attachments

Link: Buyboard Quote

Link: Memo from the Department

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:31 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:42 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/30/2009 04:28 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez — Started On: 01/28/2009 03:26 PM

Final Approval Date: 01/30/2009

H & V EQUIPMENT, INC.

P.O. Box 909
Progreso, TX 78579

January 28, 2009

Hidalgo County Pct #2
301 E. State Street
Pharr, TX 78577
Attn: Rocky

H & V Equipment is pleased to quote the following Doosan Wheel Loader. This loader is identical to the loader purchased in April' 08 with the exception of the radial tire option on this machine.

Buyboard Contract # 268-07 Item# 16, Integrated Tool Carriers, Accessories, & Attachments

New DL250 Wheel Loader
153Hp
30,865 Lbs Operating Weight
E-Rops Cab & Air
3.5 Cu Yd Bucket
Radial Tires
Back Up Alarm
5Yr/ 5000 Hr Powertrain Warranty*

List Price:	$193,495.61
Less 25% Buy Board Discount	48,379.90
Additional Discount (H&V)	5,798.87
Additional Factory (Govt.) Discount	2,400.00
	$136,916.84
Freight Adjustment	1,200.00
Make Ready/ PDI	900.00
2% Buy Board Fee	2,786.34
Total Delivered Price	$141,803.18

Extended Warranty:

5Yr/ 5000 Hr Powertrain -0- Deductible	*included in above price

Machine is in stock.

Thank you for the opportunity to quote this machine and your interest in doing business with H & V Equipment, Inc. Quote is effective for 90 days from above date.

Respectfully

Thad R. Moore
956-639-7035

Vendor Contract Information

Proposal Documents

Back

Vendor: H & V Equipment, Inc.
Address: 5627 E. Hwy 281
Progresso, TX 78579
Phone: (956) 565-3788
Contact: Thad Moore
Email: hvprogreso@aol.com
Website: www.rgvequipment.com
Federal ID: 74-2997884
Accepts RFQs: Yes
Contract: Construction Equipment, Etc. #268-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 90
Shipping Terms: Free Shipping
Freight Terms: FOB Destination
Ship Via: Common Carrier
Quote Reference Number:
268-07
Regions Served: All Texas Regions
States Served: Louisiana, Texas
Vendor Exceptions: None
Return Policy: No returns

[Log Out]

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Martha Salazar

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Friday, January 23, 2009 9:07 AM
To: moises.salazar@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Cc: Yoli Cisneros; Marcie Jackson; 'dina trevino'
Subject: Doosan Loader
Attachments: final quotes doosan wheel loader 23jan09.pdf

Good Morning Moy, attached please find two quotes for a mid-size loader for precinct 2. Both of the vendors are state contracted. The precinct has decided to award the purchase to the low quote (H & V Equipment, Inc) in the amount of $141,803.18. Please place this item in the agenda for Tuesday 3rd February 2009.
The account number will be forthcoming as budget has not generated the CO 09 series. As soon as the account is provided, I will forward it to you.
Thanks,

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

AI-13676 **17.E.1.**

Requesting approval of Payment No. 2 for AGADC Meeting Hall/Pavilion
CC REGULAR

Date:	02/03/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

Presentation for discussion, consideration, acceptance, and approval of Payment No. 2 (reimbursable) in the amount of $490.60 from Alcocer Garcia Associates Design Consulting, contracted architect for, "Meeting Hall/Pavilion for Precinct No. 3

BACKGROUND

Invoice was placed on CC 1/20/09 for approval, but invoice amount was incorrect.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1302-451-22-123-068-0-720

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

BUDGETARY IMPACT:

Amount available in PO#594477 is $21,052.62 for Alcocer Garcia and Assoc. Design

Attachments

Link: Invoice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:46 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 04:24 PM	APRV
3	Roland Garcia	Rolando Garcia	01/30/2009 11:36 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Rocio Villarreal — Started On: 01/28/2009 04:33 PM

Final Approval Date: 01/30/2009

12/451
594477

AGADC

ALCÓCER GARCIA ASSOCIATES DESIGN CONSULTING
1333 E. Jasmine Ave. McAllen, TX 78501 Pho: 956.618-2007 FAX 956.618-2008

INVOICE FOR SERVICES:

CONTRACT NO.: C-07-

INVOICE NO. : **2 for Reimbursable Expenses** P.O. No.: 594477

DATE: January 8, 2009 A/E Contract Date: 10-09-07

PROJECT: Precinct 3 Meeting Hall / Pavilion

TO: OFFICE OF THE COUNTY JUDGE
c/o Hidalgo County Purchasing Department
2802 S. Bus. Hwy 281
Edinburg, Tx 78539

This Invoice for: printing plans & specifications as follows:
Printed 5 additional sets at a cost of $ 446.00 (Printing Invoice attached).

.$ 446.00 x 1.1 = 490.60 Due

5 sets of prints have been provided to County at no charge.
(See AGADC Invoice No.1 for Reimbursable Expenses)

Please remit payment to:
Alcócer Garcia Associates Design Consulting
1333 E. Jasmine Ave.
McAllen, Texas 78501

Thank you,
AGADC

George A. Garcia
Project Architect

Acknowledged By:

County Commissioner,
Precinct No. 3

Date: 01-12-09

INVOICE RECEIVED BY
ON 1/8/09
GOODS/SERVICES RECEIVED BY
ON 1/12/09
9-1302-451-22-173-069-0720

SOUTH TEXAS
REPROGRAPHICS & COPIES

P.O. Box 2375
McAllen, TX 78502

(956) 686-6655 | (956) 686-5509

Invoice

Date	Invoice #
12/10/2008	6513

Bill To

Alcocer Garica Associates
1333 Jasmine
McAllen, Texas 78501

P.O. No.	Terms	Rep
Meeting hall	Net 30	BR

Description	Qty	Rate	Amount
Large Format Bond Copies 24x36	225	1.30	292.50
Small Format Bond Copies 8.5x11	2,875	0.05	143.75
General Binding W/Covers	5	1.95	9.75

Payment Are Due 30 Day From The Date On The Invoice!!!

Signature Here: X

Subtotal	$446.00
Sales Tax (8.25%)	$0.00
Total	$446.00
Payments/Credits	$0.00
Balance Due	$446.00

AI-13667 **17.F.1.**

Maintenance Support for County Wide

CC REGULAR

Date:	02/03/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

Requesting authority to enter into a (2) years renewal basic support services through the County's membership/participation with (DIR) Department of Information Resource awarded vendor NWN Corporation contract DIR-SDD-258 for the I. T. Department, requisition #147941 for the total amount of $6,382.00. Effective: 01/31/09-01/30/11

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-002-0-336

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

BUDGETARY IMPACT:

Req # 147941 in the amont of $6,382.00 as of 01-30-09
Available balance as of 01-30-09 $307,304.58

Attachments

Link: License Renewal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:39 PM	APRV
3	Veronica Lopez	Veronica Lopez	01/30/2009 09:31 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Matilde Faz Started On: 01/28/2009 02:41 PM

Final Approval Date: 01/30/2009

Requisition

Req # 00147941

PO #

Date: 01/27/09

Bill To: x
x

Vendor : 350907
NWN CORPORATION
271 WAVERLY OAKS RD
WALTHAM MA 02452
FAX (281)983-5599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-258

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE #QT54955 DIR-SDD-258		
		DO NOT DUPLICATE ORDER		
1.00	EACH	2 YEARS OF BASIC SUPPORT INTRANSA EQUIPMENT COVERED INCLUDED BENEFITS: 24X7X365 TELEPHONE, WEB & EMAIL ACCESS TO THE INTRANSA GLOBAL SUPPORT SERVICES (GSS) CENTER ALL SOFTWARE UPGRADES AND MAINTENANCE INCLUDES REPLACEMENT PARTS AND SPARES JANUARY 31, 2009 TO JANUARY 30, 2011	6,382.00	6,382.00
		AS PER LINDA FONG ANY RENEWAL OF LICENSE WITH TECHNICAL SUPPORT WILL FALL UNDER OBJECT CODE 336 01/28/09		
		WAS DISCUSS WITH MS. MATY 06/19/2008		
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-336	6,382.00	
			Freight	.00
			Total	6,382.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Requisition

Req # 00147941

PO #

Date: 01/27/09

Regular #13467 2/3/09

Bill To: x
x

Vendor : 350907
NWN CORPORATION
271 WAVERLY OAKS RD
WALTHAM MA 02452
FAX (281)983-5599

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: EDNA KIRBY
956-292-7010

Contract No: DIR-SDD-258

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		QUOTE #QT54955 DIR-SDD-258 DO NOT DUPLICATE ORDER		
1.00	EACH	2 YEARS OF BASIC SUPPORT INTRANSA EQUIPMENT COVERED INCLUDED BENEFITS: 24X7X365 TELEPHONE, WEB & EMAIL ACCESS TO THE INTRANSA GLOBAL SUPPORT SERVICES (GSS) CENTER ALL SOFTWARE UPGRADES AND MAINTENANCE INCLUDES REPLACEMENT PARTS AND SPARES JANUARY 31, 2009 TO JANUARY 30, 2011	6,382.00	6,382.00
		Account No	Encumbrance	
		9-1100-415-00-200-002-0-745	6,382.00	
			Freight	.00
			Total	6,382.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

336

Maintenance Support for
County Wide Storage Server
Previously Purchase PO # 594333 2007 Asset #'s 47666
PO # 610769 2008 47667

Authorized By: _____

Reg # 147941

Quote

Date	1/27/2009
Quote #	QT54955
Expires	2/26/2009
Sales Rep	Engle, Bill D
Project	
Terms	Net 30
Quote Title	2 year Support DIR-SDD-258
Inside Sales Rep	Warren, Tammy D

NWN Corporation
10661 Rockley Rd
Houston TX 77099
P: (281)983-9955
F: (281)983-5599

Quote for:

Stan Ramos - Information Technology
Hidalgo County
100E. Cano
4th Floor
Edinburg TX 78540
United States

Ship To:

Stan Ramos - Information Technology
Hidalgo County
100E. Cano
4th Floor
Edinburg TX 78540
United States

BSC-IM-R	1	2 years of Basic support Intransa Equipment Covered PCU20, JSF1RD1 PCU20, 550DD1 SCE3-02, TW3I3781016 SCE3-02, TW3I3781011 StorSupport Basic Included benefits: 24x7x365 telephone, web & email access to the Intransa Global Support Services (GSS) center - All software upgrades and maintenance - Includes replacement parts and spares January 31st, 2009 to January 30th, 2011	6,382.00	6,382.00

Total $6,382.00

1) Refer to attached Terms & Conditions.
2) Subject to Credit Approval.

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 4:08 PM
To: matilde.faz@co.hidalgo.tx.us; blanca.mayorga@co.hidalgo.tx.us
Subject: FW: QT54955

Req. 147941

From: Tammy D. Warren [mailto:TWarren@nwnit.com]
Sent: Wednesday, January 28, 2009 3:11 PM
To: 'edna.kirby@co.hidalgo.tx.us'
Subject: QT54955

Hi Edna,

All we require is a purchase order to process QT54955 – no signature required.

Thanks!

Tammy Warren

Inside Sales | 281.506-1114 direct number | 713.828.7106 mobile | 10661 Rockley Road, Houston, Texas 77099

Cisco Systems Gold Certified Partner | Gold Business Partner hp | Microsoft Gold Certified | Novell

http://www.nwnit.com/experts/HP.asp

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AI-13610 **17.G.1.**

Maintenance & Repair for Elevators Located in County Owned Bldgs

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Buildings & Grounds

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. legal Notice, specifications-requirements, draft contract, etc.)as attached hereto for " Maintenance & Repairs for Elevators Located in Hidalgo County Owned Buildings"(Bid No. 2009-006-02-23 MEG).

BACKGROUND

1. Current Contract Expires: 03/03/09
2. Draft Contract Document reviewed as to form by legal counsel on 01/26/09
3. Proposed Schedule Events:
   1st advertisement: 02/07/09
   2nd advertisement: 02/14/09
   Bid Opening Date: 02/23/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available balance is $544,043.27 as of 1/30/09.

Attachments

Link: Legal Notice/Specifications/Draft Contract/Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 02:57 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:32 PM	APRV
3	Dale Kennan	Dale Kennan	01/30/2009 08:15 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez — Started On: 01/23/2009 11:25 AM

Final Approval Date: 01/30/2009

MEMORANDUM

To: Daniel Flores, Director
Hidalgo County Buildings & Ground

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: January 20, 2009

Re: Bid No. 2009-006-00-MEG-Approval of Specifications for **HIDALGO COUNTY "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"**

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/_____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-1100-419-40-220-001-0-431

_____ Daniel Flores 4/22/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, January 27, 2009 at 5:00p.m.

Enclosures

REQUEST FOR BIDS

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY BUILDINGS"

BID OPENING DATE: FEBRUARY 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Bids will be received for **HIDALGO COUNTY – "MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-006-02-23-MEG HIDALGO COUNTY-"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., MONDAY, FEBRUARY 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-09-006-02-23-MEG".**
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY-"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"**

Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Building & Grounds
3100 S. Bus. 281
Edinburg, Texas 78539
ATTN.: Daniel Flores

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**FEBRUARY 23, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or

damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"
BID NO.: 09-006-02-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY
"MAINTENANCE & REPAIRS FOR ELEVATORS LOCATED IN COUNTY OWNED BLDGS"
2009-006-02-23-MEG

SPECIFICATIONS/REQUIREMENTS

SCOPE: This contract is a full service type of contract. Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

GENERAL PROVISIONS

SCOPE OF CONTRACT: This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.

(b) Time of performance (i.e. hours of day, days of week, etc.)

(c) Place of performance of the services.

(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

LOCATIONS: To the following elevators to be serviced, but not limited to:

Hidalgo County Administration Bldg. 100 E. Cano Edinburg, Texas 78539	**4 Elevators:** 2 to Second Floor only, on West side and 2 to Fifth Floor on East side.
Hidalgo County Courthouse Bldg. 100 N. Closner (HSO Substation) Edinburg, TX 78539	**4 Elevators:** 1 to Basement only, on East side. 1 to Third Floor only, on East side and

POC: Daniel Flores, Director of Buildings & Grounds
956-318-2646 x 2647

EQUIPMENT

The following is a list of equipment to be serviced.

(A) HYDRAULIC ELEVATORS: Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, "V" belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packaging and packing gland, guide rails and guide shoes.

REPLACEMENT PARTS: Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

(a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

(b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

1. Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) ELECTRIC ELEVATORS: Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts, resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire reopens, equalize tension all hoisting roses, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibes or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. He shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Buildings & Grounds Director Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

SITE VISIT: Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Buildings & Grounds at (956)318-2646/ 2647.

EXCLUDED ITEMS: Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS: Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Buildings & Grounds, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Buildings & Grounds, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS: Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Buildings & Grounds. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Buildings & Grounds.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS: Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Buildings & Grounds, or a designated representative, shall require immediate response. Routine repairs and maintenance calls shall not be classified as an emergency. Emergency calls shall be handled as follows:

(a) Director, Hidalgo County Buildings & Grounds, or his/her representative shall call the Vendor as an emergency as defined above. Vendor shall respond on a twenty-four (24) hour-a-day basis, (7) days a week.

(b) Vendor shall provide immediate response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Buildings & Grounds, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Buildings & Grounds, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING: Vendor and designated representative of Hidalgo County Buildings & Grounds, Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES: Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS: Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:

Hydro-Electric
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE: The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator's must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Buildings & Grounds Department. When requesting consent from Hidalgo County Building & Grounds the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF VENDOR: (a) the vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Building & Grounds. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract. (b)Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES: The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

(1) The initial term of this contract will be for one (1) year period.
(2) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.
(3) Hidalgo County may terminate the contract upon thirty (30) days with advance written notice of Vendor.
(4) Hidalgo County reserves the right to award the bid **to MULTIPLE** bidders if the County determines it is in its best interest to do so.
(5) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
6.) Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.
7.) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

A. Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1). Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for

all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2). **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3). **Time frame for Adjusted Price Increases**: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4). **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5). **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information Regarding This Project Can Be Addressed In Writing, To The Hidalgo County Purchasing Department. Hidalgo County Is Also Requesting That Any And All Questions, Inquiries And Clarifications Regarding Quotes, Bids, Proposal Or Statement Of Qualifications Be Addressed To Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY, FEBRUARY 16, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. WEDNESDAY, FEBRUARY 18, 2009.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-006-00-00

THIS CONTRACT is made and entered into this day ____of _____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____, a _____ ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance & Repairs for Elevators Located in County Owned Buildings"** ("the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the quote to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of

this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Director of Buildings and Grounds or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning, _____, **2009** and ending on, _____, **2009** and may be extended at the sole discretion of County for an additional one (1) year, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

DRAFT

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses and expenses including attorney's fees for any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

1. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

13. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

DRAFT

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____

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

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____day of _____, 2009

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

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

By:_____

AI-13660 **17.G.2.**

Pct 2 -Overhead Doors -Request to Cancel Contract with Blue Steel Construction (No. C-08-264-09-09)

CC REGULAR

Date:	02/03/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

A. Presentation for discussion acceptance and approval to exercise the "thirty (30) day written notice of termination of contract" with Federico Lozano, d/b/a Blue Steel Construction under Contract No. C-08-264-09-09-"Replacement of Overhead Doors" as recommended for consideration by the Hidalgo County Buildings and Grounds.

B. Requesting authority to request proposals from State awarded vendors, Co-ops, and/or JOC vendors for the "Replacement of existing Overhead Doors & Related materials to County Wide Shop"

BACKGROUND

Contract was approved on September 9, 2008 and project not started. Numerous attempts to contact company have been made with no answers from awared vendor.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1336-419-40-220-027-0-431

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

BUDGETARY IMPACT:

Funds are currently encumbered in PO# 610504 for Blue Steel Construction in the amount of $22,965.00 (as of 1/30/09). A PO cancellation will be needed to free the funds up to be re-encumbered in 2009.

Attachments

Link: Termination e-mail request

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:37 PM	APRV
3	Dale Kennan	Dale Kennan	01/30/2009 08:46 AM	APRV

4	Auditor's Office	01/30/2009 05:06 PM	NEW
Form Started By: Moises Salazar		Started On: 01/28/2009 10:12 AM	
Final Approval Date: 01/30/2009			

Moises Salazar

From: Oscar Garza [oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 9:24 AM
To: 'Daniel Flores'
Cc: moises.salazar@co.hidalgo.tx.us
Subject: RE: County Wide Shop Doors

We place on agenda today.

Thank you,

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 9:06 AM
To: 'Oscar Garza'
Cc: 'Charlie Contreras'; 'Hector "Tito" Palacios'; ramon.vela@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: RE: County Wide Shop Doors

Buildings and Grounds is requesting that this project get put back on the agenda to formally cancel the vendor and request to give the job to an AJOC or State awarded vendor to complete.

From: Oscar Garza [mailto:oscarg.garza@co.hidalgo.tx.us]
Sent: Wednesday, January 28, 2009 8:39 AM
To: Daniel Flores
Cc: Charlie Contreras; Hector "Tito" Palacios; ramon.vela@co.hidalgo.tx.us; darlene.betancourt@co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us
Subject: FW: County Wide Shop Doors

Let this serve as a formal notice that we have done everything that we can to try to get Bluesteel Construction to respond to our calls. The phone numbers are now inactive, the cell phone number is inactive; therefore it is our recommendation for Pct. #2 to take the necessary steps to re-bid and/or request proposals from JOC contractors in lieu of the fact that this project needs to get completed.
In our opinion Mr. Fred Lozano has completely ignored his responsibility with Hidalgo County Precinct #2. We are trying to locate Fred Lozano and if we do we let you know the outcome.

Should you have any questions, please let me know.

Thanks,

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Tuesday, January 27, 2009 4:19 PM
To: ramon.vela@co.hidalgo.tx.us
Cc: Oscar Garza
Subject: County Wide Shop Doors

We are on the agenda for the Precinct 2 meeting on January 30, 2009 at 9:30 a.m. The Commissioner want to know what will be done with the doors? WE have attempted to contact this person several times but have not succeeded. Oscar has also tried, what is the next step? Do you need the OK to cancel? If so let me know and we will make it happen.
We need something by Friday's meeting.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-264-09-09

THIS CONTRACT is made and entered into this **09th** day of **September, 2008** by and between the **COUNTY OF HIDALGO, TEXAS,** and **Federico Lozano, A resident of Cameron County, d/b/a Blue Steel Construction** individual/sole proprietor ("Company").

WHEREAS, Company responded to requests for sealed quotes for **"Replacement of Overhead Doors and related materials to County wide Shop" Pharr, Tx** (the" Services"); and

WHEREAS, Company submitted quotes to provide services in accordance with the specifications, a copy of such specifications and quotes being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications the Commissioners Court of County awarded the bid to Company; and

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

Specifications within **HIDALGO COUNTY** following a request for Services by the **COUNTY'S BUILDINGS AND GROUNDS DEPARTMENT HEAD** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term:** This Contract shall be for a period commencing **September 09, 2008** and ending **upon the completion of project** and may be extended at the sole discretion of County for an additional thirty (30) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected

with providing services under this Contract naming County as an additional insured (with the coverage's and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. **Entire Agreement:** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County, and not otherwise.

11. **Non-Assignment**. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver.** No waiver or a breach of any provision of this Agreement shall be construed be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor**. It is expressly agreed that this Contract and the

performance by the parties hereunder does not create any agency relationship or master-servant relationship and County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: **Blue Steel Construction**
Attn: Federico Lozano Jr.
26332 Meredith St.
La Feria, TX 78559

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.

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

16. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

17. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Contract.

18 **TEXAS LAW TO APPLY**. The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

19. **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

20. **Commitment of Current Revenues.** 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 Contract, then any party may terminate this Contract upon sixty (60) 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 provision of Tex. Loc. Govt. Code Ann.§271.903.

WITNESS our hands in duplicate originals this ____ day of _____, 2008

COUNTY OF HIDALGO

By:_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: Blue Steel Construction_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court: **September 09, 2008**

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

By:_____
Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

Hidalgo County Buildings and Grounds
"Replacement of existing overhead doors & related materials to County Wide Shop"
RFB: 2008-264- 07-16-OGG

Bid Specifications

Required Specifications:
A minimum of (8) eight roll up doors with heavy duty chain hoist required with a minimum of 16 to 18 gauge metal roll up door style, base rollers and heavy-duty gauge support channels attached to the existing building structure to include but not limited to new galvanized brackets, beams fittings, boxes, screws, channels, rods, clamps, springs and any other accessories as may be needed to support the proper weight of each door to be installed.

Doors must be caulked, primed, painted to include prepping interior and exterior doors to a class- 5 finish, but not limited to any other appurtenances as may be needed to complete proposed project. Color selection will be decided by Owner Rep.

Coordination and Timeline of project:
Coordinate with Hidalgo County Buildings & Grounds staff on scheduling of project.
Shop must be secured upon demolition of existing door and/or doors.
Notice of Timeline required for coordination with Hidalgo County Safety Division, for assistance of security and safety issues.

Safety guidelines:
Must meet OSHA requirements

Disposal:
Remove and dispose a minimum of (8 eight doors, brackets, fittings, channels and any other appurtenances as may be required for proper disposal.

Installation:
Provide and install a minimum of (4) four new roll up doors complete with all necessary hardware and framing to include heavy duty chain hoist.

ADDITIONAL INFORMATION

Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

Further information required for this project can be addressed to, Hidalgo County Purchasing Department. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE and/or VIA E-MAIL TO oscarg.garza@co.hidalgo.tx.us NO LATER THAN, Wednesday, **July 07, 2008**, 5:00 P.M. Responses will be sent to all applicants via facsimile and/or via e-mail by no later than, 12:00 P.M., Friday, **July 11, 2008.**

PURCHASING DEPARTMENT
County Of Hidalgo

July 08, 2008

RE: ADDENDUM NO.1
FOR RFP No.:2008-264-07-16-OGG
"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – BUILDINGS & GROUNDS DEPARTMENT**-request for proposal for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX 5 MILES SO. BUS. 83 ON FM 1015**

Please add this **ADDENDUM NO. 1** to your bid packet, so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Friday July 11, 2008 at 9:30 A.M. via fax to (956) 292-7612 or via e-mail oscarg.garza@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/sma
Enclosures

284 So. Bus. Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

ADDENDUM NO. 1

July 8, 2008

"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX
RFP No.: 2008-264-07-16-OGG
Proposed Bid Opening Date: July 16, 2008

As per questions and answers posed at the Pre-Bid Conference on July 02, 2008, please let this addendum serve as a **FORMAL NOTICE** to all interested parties that requested bid packets for project **#2008-264-07-16-OGG** that the following changes be made a part of your bid packet.

1. Clearance must be a minimum and maximum of 13ft. to accommodate tallest unit.
2. Make note of outer diameter: Door #2 - Height is 15' 4" and Width 18' 10"
   Door #3 - Height is 15' 4" and Width 18' 8".
3. Only openings 2 & 3 will be replaced with this request
4. Roll up device will be assembled on outside of opening in between Jam Mounts with chain hoist inverted towards inside of building

All RFP sealed envelopes shall be identified with the correct project No. **RFP: 2008-264-07-16-OGG**

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, **July 07, 2008**, for RFP-**2008-264-07-16-OGG** - **"Replacement of existing Overhead Doors & related materials to Countywide Shop" located at 301 E. State Pharr, TX**

_____ _____

Printed Bidder Name Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

2612 So. Bus. Hwy 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "B"

Hidalgo County Buildings and Grounds

"Replacement of existing overhead doors & related materials to County Wide [illegible]"

RFB: 2008-264- 07-16-OGG

BID PAGE

BID PRICE: $ 22,965.00

BIDDER/COMPANY NAME: BLUESTEEL CONSTRUCTION

ADDRESS: 26332 MEREDITH STREET

CITY/STATE/ZIP CODE LA FERIA, TEXAS 78559

PHONE & FAX NO.'S: (956) 797-2941

CELLULAR & BEEPER NO.'S: (956) 454-5192 or (956) 778-2391

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: FEDERICO LOZANO JR.

TITLE: OWNER

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 09/24/08

PRODUCER: Greer Insurance Agency
1271 N. Stuart Place Road
Harlingen, TX 78552
Phone (956)425-7778 Fax (945)425-7778

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED: Federico Lozano
Blue Steel Construction
26332 Meredith
La Feria, TX 78559

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Essex Insurance	
INSURER B: Zurich N.A.	
INSURER C: Texas Mutual Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

THE POLICIES OF INSURANCE LISTED HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	☐	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☑ OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC	3CX9458	02/09/08	02/09/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	1,000,000 50,000 1,000 1,000,000 2,000,000 1,000,000
B	☐	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ☑ HIRED AUTOS ☑ NON OWNED AUTOS ☑ Un/Under Insured ☐	SCI 03199199	09/03/08	09/03/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	500,000
C	☐	GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
	☐	EXCESS/UMBRELLA LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE AGGREGATE	
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER / MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001194292	08/28/08	08/28/09	☑ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000 500,000 500,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County listed as an Additional Insured in regards to the General Liability Insurance.

CERTIFICATE HOLDER

Hidalgo County
100 E. Cano
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

AI-10976 **35.M.0.**

Overhead Doors to County Wide Shop in Pct. #2

CC REGULAR

Date: 09/09/2008
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Buildings & Grounds

Information

CAPTION

Requesting award of bid and approval of service contract (approved as to form by legal counsel) to the sole responsible bidder meeting all specifications and/or requirements for the "Replacement of existing Overhead Doors & Related
materials to County wide Shop" in an amount not to exceed $22,965.00. (Project #2008-264-07-16-OGG)

BACKGROUND

Proposed project will eliminate an on-going safety hazard with the existing hanging doors at the County wide Shop located at the Pct. #2 location. Proposed project has been advertised twice and attached please find the participation list for project #2008-264-07-16-OGG.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 08133641940220027043 1
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funding under acct. #08133641940220027043 1 has been appropriated as per Buildings and Grounds.

Attachments

Link: 08-264
Link: 08-264

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Oscar Garza	09/03/2008 03:26 PM	CREATED
1	Purchasing Department	Darlene Betancourt	09/04/2008 10:13 AM	PEND
2	Budget & Management			
3	Auditor's Office			
4	Court Administrator			

Form Started By: Oscar Garza Started On: 09/03/2008 03:26 PM

E. IT Department:

1. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor-SHI Government Solutions, Inc. contract #DIRSDD-294-requisition #138791 in the total amount of $68,812.40.**

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

2. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor(s):**

   A. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138281 for the total amount of $ 6,288.00;

   B. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138283 for the total amount of $15,839.43;

   C. Dell Marketing L. P. contract #DIR-SDD-192-requisition #138415 for the total amount of $13,102.70.

   On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A thru C.

3. **Requesting authority to purchase computer software, equipment and/or peripherals, through our membership/participation with (DIR) Department of Information Resource with the following awarded vendor.-Tech Depot DIR-SDD-223 through requisition #138021 for the total amount of $6,430.00.**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

   At this time the Court moved back to item #19-D

F. Buildings & Grounds

1. **Requesting award of bid and approval of service contract (approved as to form by legal counsel) with Blue Steel Corporation (the sole responsible bidder meeting all specifications and/or requirements) for the "Replacement of the existing Overhead Doors including Accessories & Related Materials at the County Wide Shop" in an amount not to exceed $22,965.00. (Project #2008-264-07-16-OGG).**

   On motion of Commissioner Garza, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-13664 **17.H.1.**

BCAP PCT#1 - AWARD OF BIDS FOR DIMAS #1 AND EL MONTE
CC REGULAR

Date:	02/03/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration and action on a recommendation by project engineer TEDSI Infrastrcture Group to award to the lowest bidder meeting all specifications for the following bids;
A. Bid No CAP-08-033-12-31-LRM Dimas #1 Subdivision
B. Bid No CAP-08-032-12-31-LRM El Monte Subdivision
and approval of contract(s)subject to CC'S legal counsel review, TXDOT approval and reciept of applicable bonds.

BACKGROUND

As per the Purchasing Deparment, the contract is not complete. Attached please find a draft copy that is normally utilized for all BCAP Projects. The contract will be completed after awarding when the bonds are issued.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-121-245-0-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 9 **ACCT. #:** 9-1201-431-00-121-005-0-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-121-230-0-733/734
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Dimas #1
Link: Dimas #1 award
Link: El Monte

Link: El Monte award

Link: BCAP-Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Darlene Betancourt	Darlene Betancourt	01/28/2009 05:01 PM	APRV
2	Martha Salazar		01/30/2009 05:06 PM	NEW

Form Started By: Marcie Jackson

Started On: 01/28/2009 01:54 PM

Final Approval Date: 01/30/2009

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Darlene Betancourt, HCP Procurement Process & Data Manager

CC: Commissioner Sylvia Handy, Hidalgo County Precinct 1
Valde Guerra, Commissioner's Court Executive Officer
Joseph Palacios, Chief Administrator Precinct 1
John Paul Lugo, HCCAP Precinct Coordinator
Rosanna Schettino, HCCAP Auditor
Darlene Betancourt, HCP Procurement Process & Data Manager

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 28 January 2009

Subject: Recommendation for award – 2nd Call Colonias Project, Dimas #1, CSJ: 2C1080865.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 3rd February 2009

Precinct 1 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is TEDSI Infrastructure Group. The low bidder for this project is Valley Paving, Inc. with a low bid of $58,230.30. There were a total of four vendors submitting bids for this project.

- J.M. Construction
- Valley Paving, Inc.
- Sascon, Inc.
- IOC Company

Attached is the letter of recommendation from TEDSI Infrastructure Group.
Please insure that the correct contract number is included.
If you have any questions, please advice.

Thanks,

Hidalgo County
Border Colonias Access Program

28 January 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-033-12-31-LRM 2nd Call; Dimas I Subdivision CSJ: 3C1080865 Award Recommendation

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

TEDSI Infrastructure Group has reviewed bids and tabulations and is recommending Valley Paving, Inc. as the low bidder for the above-referenced project. The amount budgeted for this project is $53,179.00 for road construction and $16,080.00 for drainage work for a grand total of $69,259.00. Additional funds will be transferred in from Road and Bridge accounts. This project will be a turn-key project.

The award will be to the low bidder Valley Paving, Inc. for the bid in the amount of $58,230.30. The bids received were as follows:

- Valley Paving, Inc. $58,230.30
- J.M. Construction $77,905.50
- Sascon, Inc. $97,774.00
- IOC Company $111,037.27

Commissioner Sylvia Handy concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Sylvia Handy, Hidalgo County Precinct 1
Valde Guerra, Commissioner's Court Executive Officer
Joseph Palacios, Chief Administrator Precinct 1
John Paul Lugo, HCCAP Precinct Coordinator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

January 20, 2009

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: Dimas 1 Subdivision (CAP-08-033-12-31-LRM) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Valley Paving Inc.

We found no errors in Valley Paving Inc bid tabulations as submitted by Hidalgo County Purchasing Department.

Attached find the following documents:

- Bid tabulation analysis for all bidders.
- Valley Paving Inc. letter confirming ability to perform services as per bid documents submitted even tough bid was lower than engineer's estimate and other bidders.
- Bid tabulations from all bidders.

It is our recommendation that Hidalgo County award Construction of Dimas 1 to Valley Paving Inc.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: as stated

Dimas #1
CSJ: 2C1080865
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100-502	ROW Preparation	8.89	STA	$100.00	$889.00
134-502	Backfill (TY B)	8.89	STA	$100.00	$889.00
247-699	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	461	CY	$39.70	$18,301.70
310-501	ASPH Material (MC-30)	494	GAL	$4.25	$2,099.50
340-511	ASPH Concrete (TY D)	203	TON	$73.90	$15,001.70
500-501	Mobilization	1	LS	$1,975.00	$1,975.00
502-501	Barricades, Sings and Traffice Handling	1	MO	$250.00	$250.00
530-665	Turnouts (ASPH CONC PAV)(PBS-2)	107	SY	$12.05	$1,289.35
2500	EN -1 Treated Flexbase (DC)(6")	2766	SY	$0.50	$1,383.00
2500	EN - 1 Road Bond (Flexbase)	15	GAL	$92.20	$1,383.00
5249-501	Temporary Sediment Control Fence	40	LF	$1.85	$74.00
5249-503	Temporary Sediment Control Fence (Remove)	40	LF	$1.00	$40.00
				Total Roadwork	$43,575.25
	Drainage				
530-540	Driveways (CONC)(4")	171	SY	$35.55	$6,079.05
530-542	Driveways (ASPH CONC PAV)(PB-1)	296	SY	$11.00	$3,256.00
556	15" Corrugated ADS Pipe	380	LF	$14.00	$5,320.00
				Total Drainage	$14,655.05
				Project Total	$58,230.30

ANALYSIS OF BIDS

Bid No: CAP-08-033-12-31-LRM Road Drainage Construction for Dimas #1 Subdivision

				APPARENT LOW BIDDER Valley Paving		J.M. Construction		Sascon		IOC Company	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
100-502	8.89	STA	Preparing ROW	$100.00	$889.00	$550.00	$4,889.50	$200.00	$1,778.00	$493.00	$4,382.77
134-502	8.89	STA	Backfill (TY B)	$100.00	$889.00	$500.00	$4,445.00	$1,000.00	$8,890.00	$520.00	$4,622.80
247-699	461	CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	$39.70	$18,301.70	$24.00	$11,064.00	$19.00	$8,759.00	$35.00	$16,135.00
310-501	494	GAL	ASPH Material (MC-30)	$4.25	$2,099.50	$6.00	$2,964.00	$7.50	$3,705.00	$6.50	$3,211.00
340-511	203	TON	ASPH Concrete (TY D)	$73.90	$15,001.70	$85.00	$17,255.00	$100.00	$20,300.00	$100.00	$20,300.00
500-501	1	LS	Mobilization	$1,975.00	$1,975.00	$1,000.00	$1,000.00	$5,500.00	$5,500.00	$6,300.00	$6,300.00
502-501	1	MO	Barricades, Signs and Traffic Handling	$250.00	$250.00	$1,000.00	$1,000.00	$3,000.00	$3,000.00	$2,505.00	$2,505.00
530-540	171	SY	Driveways (CONC)(4")	$35.55	$6,079.05	$47.00	$8,037.00	$45.00	$7,695.00	$36.00	$6,156.00
530-542	296	SY	Driveways (ASPH CONC PAV)(PB-1)	$11.00	$3,256.00	$24.00	$7,104.00	$21.00	$6,216.00	$19.00	$5,624.00
530-665	107	SY	Turnouts (ASPH CONC PAV)(PBS-2)	$12.05	$1,289.35	$27.00	$2,889.00	$21.00	$2,247.00	$40.50	$4,333.50
556	380	LF	15" Corrugated ADS Pipe	$14.00	$5,320.00	$17.00	$6,460.00	$24.00	$9,120.00	$39.50	$15,010.00
2500	2766	SY	EN-1 Treated Flexbase (DC)(6")	$0.50	$1,383.00	$3.00	$8,298.00	$4.00	$11,064.00	$7.20	$19,915.20
2500	15	GAL	EN-1 Road Bond (Flexbase)	$92.20	$1,383.00	$140.00	$2,100.00	$100.00	$1,500.00	$152.00	$2,280.00
5249-501	40	LF	Temporary Sediment Control Fence	$1.85	$74.00	$5.00	$200.00	$100.00	$4,000.00	$4.40	$176.00
5249-503	40	LF	Temporary Sediment Control Fence (Remove)	$1.00	$40.00	$5.00	$200.00	$100.00	$4,000.00	$2.15	$86.00
TOTALS				$58,230.30		$77,905.50		$97,774.00		$111,037.27	

Contractor's Unit Price OK, TOTAL is incorrect. Unit price rules, total adjusted.

Contractor's sum of column is incorrect. Correct sum rules. Sum of column adjusted.

Bid Documents: Instruction to Bidders ARTICLE 11 (page 5)

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group
NAME


SIGNATURE

01.20.2009
DATE

ANALYSIS OF BIDS

Bid No: CAP-08-033-12-31-LRM Road Drainage Construction for Dimas #1 Subdivision

				APPARENT LOW BIDDER Valley Paving		Engineer's Estimate		Difference		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	%
100-502	8.89	STA	Preparing ROW	$100.00	$889.00	$350.00	$3,111.50	-$250.00	-$2,222.50	-71.4%
134-502	8.89	STA	Backfill (TY B)	$100.00	$889.00	$60.00	$533.40	$40.00	$355.60	66.7%
247-699	461	CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	$39.70	$18,301.70	$20.00	$9,220.00	$19.70	$9,081.70	98.5%
310-501	494	GAL	ASPH Material (MC-30)	$4.25	$2,099.50	$2.75	$1,358.50	$1.50	$741.00	54.5%
340-511	203	TON	ASPH Concrete (TY D)	$73.90	$15,001.70	$75.75	$15,377.25	-$1.85	-$375.55	-2.4%
500-501	1	LS	Mobilization	$1,975.00	$1,975.00	$15,000.00	$15,000.00	-$13,025.00	-$13,025.00	-86.8%
502-501	1	MO	Barricades, Signs and Traffic Handling	$250.00	$250.00	$1,000.00	$1,000.00	-$750.00	-$750.00	-75.0%
530-540	171	SY	Driveways (CONC)(4")	$35.55	$6,079.05	$30.00	$5,130.00	$5.55	$949.05	18.5%
530-542	296	SY	Driveways (ASPH CONC PAV)(PB-1)	$11.00	$3,256.00	$13.00	$3,848.00	-$2.00	-$592.00	-15.4%
530-665	107	SY	Turnouts (ASPH CONC PAV)(PBS-2)	$12.05	$1,289.35	$13.00	$1,391.00	-$0.95	-$101.65	-7.3%
556	380	LF	15" Corrugated ADS Pipe	$14.00	$5,320.00	$20.00	$7,600.00	-$6.00	-$2,280.00	-30.0%
2500	2766	SY	EN-1 Treated Flexbase (DC)(6")	$0.50	$1,383.00	$4.60	$12,723.60	-$4.10	-$11,340.60	-89.1%
2500	15	GAL	EN-1 Road Bond (Flexbase)	$92.20	$1,383.00	$85.00	$1,275.00	$7.20	$108.00	8.5%
5249-501	40	LF	Temporary Sediment Control Fence	$1.85	$74.00	$3.75	$150.00	-$1.90	-$76.00	-50.7%
5249-503	40	LF	Temporary Sediment Control Fence (Remove)	$1.00	$40.00	$1.50	$60.00	-$0.50	-$20.00	-33.3%
TOTALS				$58,230.30		$77,778.25		-$19,547.95		-25.1%

Contractor's price higher than Engineer's Estimate

Contractor's price lower than Engineer's Estimate

Valley Paving consents to having reviewed above information. Valley Paving confirms ability to perform services as per bid prices shown above (bid prices as per bid submitted for CAP-08-033-12-31-LRM Road and Drainage Construction for Dimas#1 Subdivision). Engineer's Estimate for information purposes only.

Signature: _____

Printed Name: Oscar Cordova, President

Date: 1-20-09

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-033-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Valley Paving Inc.

Address: 321 E. 2 Mile

Mission TX 78574

By: _____

Printed Name: Oscar Cordova

Title: President

BID PROPOSAL FOR
HIDALGO COUNTY PRECINCT No. 1
ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"
BID NO: CAP-08-033-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Dear Ms. Salazar

Pursuant to the foregoing **"Advertisement for Bids"**, Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION(S)" in Hidalgo County,** the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items all other work shall be incidental to bid items) Estimated quantities are provided for information only.

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	8.89	STA	Preparing ROW One Hundred Dollars 502 No Cents	$ 100.00	$ 889.00
134	8.89	STA	Backfill (TY B) One Hundred Dollars 502 No Cents	$ 100.00	$ 889.00
247	461	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4) Thirty Nine Dollars 699 Seventy Cents	$ 39.70	$ 18,301.70
310	494	GAL	ASPH Material (MC-30) Four Dollars 501 Twenty Five Cents	$ 4.25	$ 2099.50
340	203	TON	ASPH Concrete (TY D) Seventy Three Dollars 511 Ninety Cents	$ 73.90	$ 15,001.70
500	1	LS	Mobilization One Thousand Nine Hundred Seventy Dollars 501 No Cents	$ 1975.00	$ 1975.00
502	1	MO	Barricades,Signs and Traffic Handling Twothundred fifty Dollars 501 Cents	$ 250.00	$ 250.00
530	171	SY	Driveways (CONC.) (4") Thirty five Dollars 540 Fifty-Five Cents	$ 35.55	$ 6079.05
530	296	SY	Driveways (ASPH CONC PAV) (PB-1) Eleven Dollars 542 No Cents	$ 11.00	$ 3256.00
530	107	SY	Turnouts (ASPH CONC PAV) (PBS-2) Twelve Dollars 665 Five Cents	$ 12.05	$ 1289.35
556	380	LF	15" Corrugated ADS Pipe Fourteen Dollars No Cents	$ 14.00	$ 5320.00
2500	2766	SY	EN-1 Treated Flexbase (DC)(6") Dollars Fifty Cents	$ .50	$ 1383.00
2500	15	GAL	EN-1 Road Bond (Flexbase) Ninety two Dollars Twenty Cents	$ 92.20	$ 1383.00

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
5249	40	LF	Temporary Sediment Control Fence	$ 1.85	$ 74.00
			One Dollars		
501			Eighty Five Cents		
5249	40	LF	Temporary Sediment Control Fence (Remove)	$ 1.00	$ 40.00
			One Dollars		
503			_____ Cents		
				Sub-Total	$ 58,230.30

Fifty Eight Thousand, Two Hundred thirty Dollars & thirty Cents.

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____)
or a Bid Bond in the sum of
Five Thousand Dollars(5000.00 _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1.	12/15/08		#2.		
#3.			#4.		

Respectfully submitted,

Valley Paving, Inc.
Name of Firm

By: _____ 12/31/08
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

President
Title

321 E. 2 Mile Line
Address

Mission Tx 78574

(Seal, if BID is by a Corporation)

956-585-6908
Telephone Number

Attest Sandra Cordova

ADDENDUM NO. 1

December 15, 2008

"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS#1 SUBDIVISION"
BID NO.: CAP-08-033-12-31-LRM
Bid Opening Date: December 31, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID DOCUMENTS: BID PROPOSAL TABULATION AND PLAN SET: SHEET 6 E&Q HAVE CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, December 31, 2008.

I, Oscar Cordova, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

Valley Paving Inc.

Printed Bidder Name

12/14/08

Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

INSTRUCTION TO BIDDERS

LEGAL NOTICE

Bid No: CAP-08-033-12-31-LRM

1. Sealed bids will be received for **"HIDALGO COUNTY COLONIA ACCESS PROGRAM – "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features, which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-08-033-12-31-LRM "ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION"** and in Hidalgo County's Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas 78539, on or before 9:30 a.m., DECEMBER 31, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** A pre-bid conference will be held at 2:00 p.m., December 24, 2008 at the Hidalgo County New Administration Building-Purchasing Department 2812 S. Business Hwy. 281, Edinburg, Texas 78539. All prospective bidders are encouraged to attend.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County . Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a Hidalgo County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances, which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County . Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-033-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: IOC Company LLC.

Address: 2546 Raising Ave
Edinburg, TX

By: [signature]

Printed Name: Eric Villarreal

Title: Estimator

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	8.89	STA	Preparing ROW	$ 493.00	$ 4382.77
			four hundred ninety three Dollars		
502			00/100 Cents		
134	8.89	STA	Backfill (TY B)	$ 520.00	$ 4622.80
			five hundred twenty Dollars		
502			zero Cents		
247	461	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 35.00	$ 16135.00
			thirty five Dollars		
699			zero Cents		
310	494	GAL	ASPH Material (MC-30)	$ 6.50	$ 3211.00
			six Dollars		
501			fifty Cents		
340	203	TON	ASPH Concrete (TY D)	$ 100.00	$ 20300.00
			one hundred Dollars		
511			zero Cents		
500	1	LS	Mobilization	$ 6300.00	$ 6300.00
			Six thousand three hundred Dollars		
501			zero Cents		
502	1	MO	Barricades,Signs and Traffic Handling	$ 2505.00	$ 2505.00
			two thousand five Dollars		
501			zero Cents		
530	171	SY	Driveways (CONC.) (4")	$ 36.00	$ 6372.00
			thirty six Dollars		
540			zero Cents		
530	296	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 19.00	$ 5624.00
			nineteen Dollars		
542			zero Cents		
530	107	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 40.50	$ 4333.50
			fourty Dollars		
665			fifty Cents		
556	380	LF	15" Corrugated ADS Pipe	$ 39.50	$ 15010.00
			thirty nine Dollars		
			fifty Cents		
2500	2766	SY	EN-1 Treated Flexbase (DC)(6")	$ 7.20	$ 19915.20
			seven Dollars		
			twenty Cents		
2500	15	GAL	EN-1 Road Bond (Flexbase)	$ 152.00	$ 2280.00
			One hundred fifty two Dollars		

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
			zero Cents		
5249	40	LF	Temporary Sediment Control Fence	$ 4.40	$ 176.00
			four Dollars		
501			fourty Cents		
5249	40	LF	Temporary Sediment Control Fence (Remove)	$ 2.15	$ 86.00
			two Dollars		
503			fifteen Cents		
				Sub-Total	$ 111,253.27

PURCHASING DEPARTMENT
County Of Hidalgo

December 15, 2008

RE:
ADDENDUM NO.1
FOR BID No.: CAP-08-033-12-31-LRM
"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS#1 SUBDIVISION"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 5** in connection with **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO. 1"** -request for bids for **"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS#1".**

Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your bid packet for **"HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM PRECINCT NO 1 - ROAD & DRAINAGE CONSTRUCTION OF DIMAS#1 SUBDIVISION".**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/lrm

100 E. Cano, 4th Floor, Adm. Bldg. ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

ADDENDUM NO. 1

December 15, 2008

"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS#1 SUBDIVISION"
BID NO.: CAP-08-033-12-31-LRM
Bid Opening Date: December 31, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID DOCUMENTS: BID PROPOSAL TABULATION AND PLAN SET: SHEET 6 E&Q HAVE CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, December 31, 2008.

I, Eric Villarreal, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

Tac Company L.L.C. — Printed Bidder Name

12/29/08 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # Z518

KNOW ALL MEN BY THESE PRESENTS, that we

IOC COMPANY, LLC
P.O. BOX 4737 EDINBURG, TX 78540
(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

INTERNATIONAL FIDELITY INSURANCE COMPANY
2425 N. CENTRAL EXPRESSWAY SUITE 458 RICHARDSON, TX 75080

a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

HIDALGO COUNTY PCT. #1
2812 S. BUSINESS 281 EDINBURG, TX 78539
(Here insert full name ,and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5% Greatest Amount Bid** Dollars ($ **5% G.A.B.**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

ROAD AND DRAINAGE FOR EL MONTE SUBDIVISION.
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of December, 2008.

	IOC COMPANY, LLC (Principal) (Seal)
(Witness)	(Title)
	INTERNATIONAL FIDELITY INSURANCE COMPANY (Surety) (Seal)
Linda Magruder (Witness)	Justin McQuain, Attorney-in-fact (Title)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LINDA MAGRUDER, KEVIN MCQUAIN, DEBRA MCQUAIN, JUSTIN MCQUAIN, ERIN MCQUAIN

Spring, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, INTERNATIONAL FIDELITY INSURANCE COMPANY has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of December, 2008

Maria H. Franco

Assistant Secretary

Insurance Requirement Acknowledgment

I, Oscar Cuellar, authorized representative for Ioc Company LLC
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☒ have already been met, see attached copy of insurance certificate.

X _____
Authorized Representative

05/21/08
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2008

PRODUCER (903)342-3721 FAX: (903)342-1312
Beverly Onley Insurance Agency
701 W Broadway
P.O. Box 810
Winnsboro TX 75494

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
IOC Company, LLC
P.O. Box 4737

Edinburg TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Praetorian Specialty	
INSURER B: Lincoln General	
INSURER C: American Specialty Lines	
INSURER D: Texas Mutual Insurance	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING A REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTA THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIE AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] $250. Deductible [ ] GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PSITX0002469 BLANKET ADDITIONAL INSD BLANKET WAIVER OF SUBROG	9/7/2007	9/7/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 50,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ]	3810000744-00 BLANKET ADDITIONAL INSD BLANKET WAIVER OF SUBROG	3/22/2008	3/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO [ ]				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	BE5346260	9/7/2007	9/7/2008	EACH OCCURRENCE AGGREGATE	$ 5,000,00 $ $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001173099	10/5/2007	10/5/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,00 $ 1,000,00 $ 1,000,00
A B		OTHER RENTED EQPT/All Risk PHYSICAL DAMAGE	PSITX0002246 BINDER	8/4/2007 3/22/2008	8/4/2008 3/22/2009	$1000. Deductible $1000. Deductible on Comp. & Collision	$100,000 Lim

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

For Information purposes only
Please fax cert request to
903-342-1312

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rob Eppers/NORMA

© ACORD CORPORATION 19

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Oscar Cuellar, possess all of the APPLICABLE:

1. Licenses: - OK -
2. Bonds: 5% Min Bond
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

05/21/08
Date

Iox Company LLC.
Company

PO Box 4737
Address

Edinburg TX 78540
City, State, Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....) Texas

County of.....) Hidalgo

Oscar Cuellar, being first duly sworn,

deposes and says that:

(1) He is managing member, of TC Company LLC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all partinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

Managing member
(Title)

Subscribed and sworn to before me on this _____

day of _____

_____

_____
Title



Eddy Trevino
County Clerk
Edinburg,TX 78540

Instrument Number: 2006-1693471

As

Recorded On: December 04, 2006 Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CONFLICT OF INTERES

** Examined and Charged as Follows: **

Recording	20.00
Total Recording:	20.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1693471

Receipt Number: 816039

Recorded Date/Time: December 04, 2006 11:07A

User / Station: M Cantu - Cash Station 17

Record and Return To:

IOC COMP LLC
P.O. BOX 4737
EDINBURG TX 78540

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

1493471

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

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

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

IoC Company, LLC

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

N/A ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

N/A ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

N/A ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

We work w/ the county through Tedsi Eng. Firm not directly w/ the County.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7 [signature]

Signature of person doing business with the governmental entity

12/04/2006

Date

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: X
Print Name: Oscar Cuellar
Title: managing member
Telephone Number: 956-227-9327
Date: 05/21/09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 100 E. Cano St.4th Floor, Edinburg, Texas 78539 or
e-mail: purchasing@co.hidalgo.tx.us

Company Name: IOC Company, LLC Telephone No. (956) 380-2897

dba Name:

Legal Name: IOC Company, LLC

Mailing Address: PO Box 4737 Fax No. (956) 380-4085

Physical Address: 2516 Fatima #4

City, State, Zip Edinburg, TX 78540 Tax I.D. No. 36-4576062

Remit to Address: City, State, Zip

E-Mail Address: iocompany@iocompany.com

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
✓ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No. 800508682

Federal Identification No. or (if individual) SS No. 36-4576062

State of Incorporation: TX Date: 6/21/05 Other: ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Oscar Cuellar, Managing member; Nancy Cuellar, member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☑ Women
- ☐ Other

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

Indicate Certification No.(s): 1364576062300 or are Certificate(s) attached?: ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: site work, utility, paving construction

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County:

Rec'd by: ____ Date Rec'd: ____ Date Forwarded to Auditor's Office: ____

Vendor No.: ____ Entry Date: ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☑ State General Services Commission ☐ Other _____

Indicate Certification No(s).: 1264574062300 or Are Certificate(s) Attached?: ☑ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

State of Texas

Historically Underutilized Business Certification and Compliance Program

In accordance with the Memorandum of Agreement between the Texas Department of Transportation (TXDOT) and the Texas Building & Procurement Commission (TBPC), the Commission hereby certifies that

IOC COMPANY, LLC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 28-FEB-2006, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Paul A. Gibson

Certificate/VID Number: 1364576062300
File/Vendor Number: 01714
Approval Date: 28-FEB-2006
Expiration Date: 28-FEB-2010

Paul A. Gibson
HUB Certification & Compliance Manager
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) IOC Company, LLC

Business name, if different from above ~~PDT~~

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) PO BOX 4737

Requester's name and address (optional)

City, state, and ZIP code Edinburg, TX 78540

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | | | | | | | | |

or

Employer identification number
3 1 6 4 1 5 7 1 6 0 1 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/23/07

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Jason St Los. being first duly sworn, deposes and says that

(1) He is Vice President, of Swisco Inc. the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Vice President
(Title)

Subscribed and sworn to before me this 30th day of December, 2008

Oralia Ramos
Notary Public

My Commission expires: 06/14/2011

ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-033-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

_____

By: _____

Printed Name: _____

Title: _____

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	8.89	STA	Preparing ROW	$ 200.00 -	$ 1,778.00 -
			_____ Dollars		
502			_____ Cents		
134	8.89	STA	Backfill (TY B)	$ 1000.00 -	$ 8,890.00 -
			_____ Dollars		
502			_____ Cents		
247	461	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 19.00 -	$ 8,759.00 -
			_____ Dollars		
699			_____ Cents		
310	494	GAL	ASPH Material (MC-30)	$ 7.50 -	$ 3,705.00 -
			_____ Dollars		
501			_____ Cents		
340	203	TON	ASPH Concrete (TY D)	$ 100.00 -	$ 20,300.00 -
			_____ Dollars		
511			_____ Cents		
500	1	LS	Mobilization	$ 5,500.00 -	$ 5,500.00 -
			_____ Dollars		
501			_____ Cents		
502	1	MO	Barricades,Signs and Traffic Handling	$ 3000.00 -	$ 3,000.00 -
			_____ Dollars		
501			_____ Cents		
530	171	SY	Driveways (CONC.) (4")	$ 45.00 -	$ 7695.00 -
			_____ Dollars		
540			_____ Cents		
530	296	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 21.00 -	$ 6,216.00 -
			_____ Dollars		
542			_____ Cents		
530	107	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 21.00 -	$ 2247.00 -
			_____ Dollars		
665			_____ Cents		
556	380	LF	15" Corrugated ADS Pipe	$ 24.00 -	$ 9120.00 -
			_____ Dollars		
			_____ Cents		
2500	2766	SY	EN-1 Treated Flexbase (DC)(6")	$ 4.00 -	$ 11,064.00 -
			_____ Dollars		
			_____ Cents		
2500	15	GAL	EN-1 Road Bond (Flexbase)	$ 100.00 -	$ 1500.00 -
			_____ Dollars		

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
			_____ Cents		
5249	40	LF	Temporary Sediment Control Fence	$ 100 -	$ 400 -
			_____ Dollars		
501			_____ Cents		
5249	40	LF	Temporary Sediment Control Fence (Remove)	$ 100 -	$ 400 -
			_____ Dollars		
503			_____ Cents		
				Sub-Total	$ 90,574.00

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of _____Dollars(_____ _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1. _____	_____	#2. _____	_____
#3. _____	_____	#4. _____	_____

Respectfully submitted,

Sascon Inc.
Name of Firm

By: _____ 12-31-08
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

Vice President
Title

5200 N. 26th Lane
Address

McAllen Tx 78504

(Seal, if BID is by a Corporation)

(956) 682-3954
Telephone Number

Attest _____

Bid Date: 12/31/08

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Sascon Inc.
5200 N 26th Ln
McAllen, TX 78504
(Here insert the name and address or legal title of the Contractor)

, as Principal, (hereinafter called the "Principal"),

and Fidelity and Deposit Co of MD ~~Colonial American Casualty & Surety Co~~, of Baltimore, Maryland, a corporation duly organized
(Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto

(Here insert the name and address or legal title of the Owner)
Hidalgo County

as Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of Greatest Amount of Bid Dollars ($ 5% of G.A.B.),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Road & Drainage Improvements
Dimas # 1 Subdivision

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of December A.D., ~~19~~ 2008

Witness

(SEAL)
Principal

Vice President
Title

☒ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☒ COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Witness

Surety
By R. L. Fox (SEAL)
Title

CD250(TX)
Conforms to American Institute of Architects Document A-310.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Phillip Lee FOX, Ben D. SMITH, Brian LEWIS, Norma CAMARILLO and Maria ZUNIGA, all of McAllen, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of C. Don BOWMAN, Phillip Lee FOX, Richard E. DOOLEY, dated August 11, 2003.

FOR YOUR PROTECTION
FOR THE FULL TEXT

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 11th day of October, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — INCORPORATED — 1890 — SEAL — COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

By:

Eric D. Barnes *Assistant Secretary* *M. P. Hammond* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 11th day of October, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-033-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Juan Mendoza Corporation dba J. M. Construction

Address: 3701 Jade Street
Weslaco, Tx. 78596

By: [signature]

Printed Name: Juan Mendoza

Title: President

ADDENDUM NO. 1

December 15, 2008

"ROAD & DRAINAGE CONSTRUCTION FOR DIMAS#1 SUBDIVISION"
BID NO.: CAP-08-033-12-31-LRM
Bid Opening Date: December 31, 2008

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 **BID DOCUMENTS: BID PROPOSAL TABULATION AND PLAN SET: SHEET 6 E&Q HAVE CHANGED** BIDS WILL BE RECEIVED AND OPENED AT 9:30A.M. ON WEDNESDAY, December 31, 2008.

I, Gabriel Carrillo, acknowledge receipt of ADDENDUM NO. 1 dated, October 3, 2005, for RFB- HIDALGO COUNTY BORDER COLONIA ACCESS PROGRAM ROAD & DRAINAGE CONSTRUCTION FOR RENA RAE.

Printed Bidder Name

12-30-08
Date

JM CONSTRUCTION
Underground Utilities Contractor
3701 Jade Street - Weslaco, Texas 78596

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	8.89	STA	Preparing ROW	$ 550.00 -	$ 4,889.50-
			Five hundred fifty Dollars		
502			NO Cents		
134	8.89	STA	Backfill (TY B)	$ 500.00 -	$ 4,445.00
			Five hundred Dollars		
502			NO Cents		
247	461	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 24.00 -	$ 11,064.00-
			Twenty four Dollars		
699			NO Cents		
310	494	GAL	ASPH Material (MC-30)	$ 6.00 -	$ 2,964.00
			Six Dollars		
501			No Cents		
340	203	TON	ASPH Concrete (TY D)	$ 85.00 -	$ 17,255.00
			Eighty five Dollars		
511			No Cents		
500	1	LS	Mobilization	$ 1,000.00 -	$ 1,000.00 -
			One thousand Dollars		
501			NO Cents		
502	1	MO	Barricades,Signs and Traffic Handling	$ 1,000.00 -	$ 1,000.00 -
			One thousand Dollars		
501			NO Cents		
530	171	SY	Driveways (CONC.) (4")	$ 47.00 -	$ 8,037.00
			Forty seven Dollars		
540			No Cents		
530	296	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 24.00 -	$ 7,104.00-
			Twenty four Dollars		
542			No Cents		
530	107	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 27.00 -	$ 2,889.00
			Twenty Seven Dollars		
665			No Cents		
556	380	LF	15" Corrugated ADS Pipe	$ 17.00 -	$ 6,460.00
			Seventeen Dollars		
			No Cents		
2500	2766	SY	EN-1 Treated Flexbase (DC)(6")	$ 3.00 -	$ 8,298.00
			Three Dollars		
			No Cents		
2500	15	GAL	EN-1 Road Bond (Flexbase)	$ 140.00 -	$ 2,100.00 -
			One hundred forty Dollars		
			No cents		

BID ITEMS FOR ROAD & DRAINAGE CONSTRUCTION FOR DIMAS #1 SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
			_____ Cents		
5249	40	LF	Temporary Sediment Control Fence	$ 5.00 -	$ 200.00 -
			Five Dollars		
501			NO Cents		
5249	40	LF	Temporary Sediment Control Fence (Remove)	$ 5.00 -	$ 200.00 -
			Five Dollars		
503			NO Cents.		
				Sub-Total	$ 77,905.50

Seventy Seven thousand nine 222 five dollars + fifty cents

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of _____Dollars(_____ _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1.	12-15-08		#2.		
#3.			#4.		

Respectfully submitted,

Juan Mendoza Corporation dba
J. M. Construction
Name of Firm

By: _____ _____
Signature Date

President
Title

3701 Jade Street
Address

Weslaco, TX. 78596

956-565-5222
Telephone Number

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

(Seal, if BID is by a Corporation)

Attest _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Juan Mendoza being first duly sworn, deposes and says that

(1) He is President, of Juan Mendoza Corporation dba J.M. Construction the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President
(Title)

Subscribed and sworn to before me this 30

day of Dec., 2008

_____
Notary Public

My Commission expires: _____

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

Hidalgo County
Border Colonias Access Program
MEMORANDUM

TO: Marty Salazar, Hidalgo County Purchasing Agent
Attn: Darlene Betancourt, HCP Procurement Process & Data Manager

CC: Commissioner Sylvia Handy, Hidalgo County Precinct 1
Valde Guerra, Commissioner's Court Executive Officer
Joseph Palacios, Chief Administrator Precinct 1
John Paul Lugo, HCCAP Precinct Coordinator
Rosanna Schettino, HCCAP Auditor
Darlene Betancourt, HCP Procurement Process & Data Manager

From: Agapito Vargas, Jr., Hidalgo County BCAP Director
Marcie Jackson, Hidalgo County BCAP Administrative Assistant

Date: 28 January 2009

Subject: Recommendation for award – 2nd Call Colonias Project, El Monte, CSJ: 2C1080245.

Marty, please place the above-referenced item on Commissioner's Court agenda for Tuesday 3rd February 2009

Precinct 1 is requesting Court approval to award contract to low bidder for the above-referenced 2nd Call Colonia Access Project. The project engineer for this project is TEDSI Infrastructure Group. The low bidder for this project is Valley Paving, Inc. with a low bid of $102,706.00. There were a total of four vendors submitting bids for this project.

- J.M. Construction
- Valley Paving, Inc.
- Sascon, Inc.
- IOC Company

Attached is the letter of recommendation from TEDSI Infrastructure Group.
Please insure that the correct contract number is included.
If you have any questions, please advice.

Thanks,

301 East State Street * Pharr, Texas 78577 * Telephone # 787-1891 *FAX 787-4683

Hidalgo County
Border Colonias Access Program

28 January 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-08-032-12-31-LRM 2nd Call; El Monte Subdivision CSJ: 3C1080245 Award Recommendation

Dear Sharon:

Attached please find information regarding the award of the above-referenced 2nd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

TEDSI Infrastructure Group has reviewed bids and tabulations and is recommending Valley Paving, Inc. as the low bidder for the above-referenced project. The amount budgeted for this project is $89,618.00 for road construction and $19,800.00 for drainage work for a grand total of $109,418.00. Additional funds will be transferred in from Road and Bridge accounts. This project will be a turn-key project.

The award will be to the low bidder Valley Paving, Inc. for the bid in the amount of $102,706.00. The bids received were as follows:

- Valley Paving, Inc. $102,706.00
- J.M. Construction $131,098.30
- Sascon, Inc. $123,501.00
- IOC Company $193,733.53

Commissioner Sylvia Handy concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program Director

Cc: Commissioner Sylvia Handy, Hidalgo County Precinct 1
Valde Guerra, Commissioner's Court Executive Officer
Joseph Palacios, Chief Administrator Precinct 1
John Paul Lugo, HCCAP Precinct Coordinator
Rossana Schettino, HCCAP Auditor
Laura R. Moya, HCCAP Buyer II
Project files

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

January 27, 2009

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: El Monte Subdivision (CAP-08-032-12-31-LRM) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Valley Paving Inc.

We found no errors in Valley Paving Inc bid tabulations as submitted by Hidalgo County Purchasing Department.

Attached find the following documents:

- Bid tabulation analysis for all bidders.
- Valley Paving Inc. letter confirming ability to perform services as per bid documents submitted even tough bid was lower than engineer's estimate and other bidders.
- Bid tabulations from all bidders.

It is our recommendation that Hidalgo County award Construction of El Monte Subdivision to Valley Paving Inc.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: as stated

El Monte
CSJ: 2C1080245
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100-502	ROW Preparation	17.21	STA	$150.00	$2,581.50
134-502	Backfill (TY B)	17.21	STA	$100.00	$1,721.00
247-699	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	892	CY	$43.25	$38,579.00
310-501	ASPH Material (MC-30)	956	GAL	$4.25	$4,063.00
340-511	ASPH Concrete (TY D)	392	TON	$69.00	$27,048.00
500-501	Mobilization	1	LS	$2,850.00	$2,850.00
502-501	Barricades, Sings and Traffice Handling	2	MO	$250.00	$500.00
530-665	Turnouts (ASPH CONC PAV)(PBS-2)	192	SY	$12.25	$2,352.00
2500	EN -1 Treated Flexbase (DC)(6")	5354	SY	$0.50	$2,677.00
2500	EN - 1 Road Bond (Flexbase)	30	GAL	$88.20	$2,646.00
5249-501	Temporary Sediment Control Fence	100	LF	$1.85	$185.00
5249-503	Temporary Sediment Control Fence (Remove)	100	LF	$0.50	$50.00
				Total Roadwork	$85,252.50
	Drainage				
530-540	Driveways (CONC)(4")	77	SY	$37.50	$2,887.50
530-542	Driveways (ASPH CONC PAV)(PB-1)	586	SY	$11.00	$6,446.00
556	15" Corrugated ADS Pipe	580	LF	$14.00	$8,120.00
				Total Drainage	$17,453.50
				Project Total	$102,706.00

ANALYSIS OF BIDS

Bid No: CAP-08-032-12-31-LRM Road Drainage Construction for El Monte Subdivision

				APPARENT LOW BIDDER Valley Paving		Sascon		J.M. Construction		IOC Company	
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
100-502	17.21	STA	Preparing ROW	$150.00	$2,581.50	$200.00	$3,442.00	$480.00	$8,260.80	$493.00	$8,484.53
134-502	17.21	STA	Backfill (TY B)	$100.00	$1,721.00	$400.00	$6,884.00	$450.00	$7,744.50	$520.00	$8,949.20
247-699	892	CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	$43.25	$38,579.00	$19.00	$16,948.00	$22.00	$19,624.00	$35.00	$31,220.00
310-501	956	GAL	ASPH Material (MC-30)	$4.25	$4,063.00	$5.00	$4,780.00	$6.00	$5,736.00	$6.50	$6,214.00
340-511	392	TON	ASPH Concrete (TY D)	$69.00	$27,048.00	$75.00	$29,400.00	$89.00	$34,888.00	$100.00	$39,200.00
500-501	1	LS	Mobilization	$2,850.00	$2,850.00	$5,500.00	$5,500.00	$1,000.00	$1,000.00	$6,300.00	$6,300.00
502-501	2	MO	Barricades, Signs and Traffic Handling	$250.00	$500.00	$2,500.00	$5,000.00	$1,000.00	$2,000.00	$2,505.00	$5,010.00
530-540	77	SY	Driveways (CONC)(4")	$37.50	$2,887.50	$50.00	$3,850.00	$47.00	$3,619.00	$36.00	$2,772.00
530-542	586	SY	Driveways (ASPH CONC PAV)(PB-1)	$11.00	$6,446.00	$21.00	$12,306.00	$20.00	$11,720.00	$19.00	$11,134.00
530-665	192	SY	Turnouts (ASPH CONC PAV)(PBS-2)	$12.25	$2,352.00	$21.00	$4,032.00	$22.00	$4,224.00	$40.50	$7,776.00
556	580	LF	15" Corrugated ADS Pipe	$14.00	$8,120.00	$19.00	$11,020.00	$19.00	$11,020.00	$39.50	$22,910.00
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$0.50	$2,677.00	$3.50	$18,739.00	$3.00	$16,062.00	$7.20	$38,548.80
2500	30	GAL	EN-1 Road Bond (Flexbase)	$88.20	$2,646.00	$20.00	$600.00	$140.00	$4,200.00	$152.00	$4,560.00
5249-501	100	LF	Temporary Sediment Control Fence	$1.85	$185.00	$5.00	$500.00	$5.00	$500.00	$4.40	$440.00
5249-503	100	LF	Temporary Sediment Control Fence (Remove)	$0.50	$50.00	$5.00	$500.00	$5.00	$500.00	$2.15	$215.00
TOTALS				$102,706.00		$123,501.00		$131,098.30		$193,733.53	

Contractor's Unit Price OK, TOTAL is incorrect. Unit price rules, total adjusted.

Contractor's sum of column is incorrect. Correct sum rules. Sum of column adjusted.

Bid Documents: Instruction to Bidders ARTICLE 11 (page 5)

11. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

CONSULTANT ANALYSIS OF BIDS:

Jose A. Sanchez, P.E. TEDSI Infrastructure Group
NAME

SIGNATURE

01.20.2009
DATE

ANALYSIS OF BIDS

Bid No: CAP-08-032-12-31-LRM Road Drainage Construction for El Monte Subdivision

				APPARENT LOW BIDDER Valley Paving		Engineer's Estimate		Difference		
ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	%
100-502	17.21	STA	Preparing ROW	$150.00	$2,581.50	$350.00	$6,023.50	-$200.00	-$3,442.00	-57.1%
134-502	17.21	STA	Backfill (TY B)	$100.00	$1,721.00	$60.00	$1,032.60	$40.00	$688.40	66.7%
247-699	892	CY	FL BS (Rdwy Del)(TY D, GR 6, CL 4)	$43.25	$38,579.00	$20.00	$17,840.00	$23.25	$20,739.00	116.3%
310-501	956	GAL	ASPH Material (MC-30)	$4.25	$4,063.00	$2.75	$2,629.00	$1.50	$1,434.00	54.5%
340-511	392	TON	ASPH Concrete (TY D)	$69.00	$27,048.00	$75.75	$29,694.00	-$6.75	-$2,646.00	-8.9%
500-501	1	LS	Mobilization	$2,850.00	$2,850.00	$1,500.00	$1,500.00	$1,350.00	$1,350.00	90.0%
502-501	2	MO	Barricades, Signs and Traffic Handling	$250.00	$500.00	$1,000.00	$2,000.00	-$750.00	-$1,500.00	-75.0%
530-540	77	SY	Driveways (CONC)(4")	$37.50	$2,887.50	$30.00	$2,310.00	$7.50	$577.50	25.0%
530-542	586	SY	Driveways (ASPH CONC PAV)(PB-1)	$11.00	$6,446.00	$13.00	$7,618.00	-$2.00	-$1,172.00	-15.4%
530-665	192	SY	Turnouts (ASPH CONC PAV)(PBS-2)	$12.25	$2,352.00	$13.00	$2,496.00	-$0.75	-$144.00	-5.8%
556	580	LF	15" Corrugated ADS Pipe	$14.00	$8,120.00	$20.00	$11,600.00	-$6.00	-$3,480.00	-30.0%
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$0.50	$2,677.00	$4.60	$24,628.40	-$4.10	-$21,951.40	-89.1%
2500	30	GAL	EN-1 Road Bond (Flexbase)	$88.20	$2,646.00	$85.00	$2,550.00	$3.20	$96.00	3.8%
5249-501	100	LF	Temporary Sediment Control Fence	$1.85	$185.00	$3.75	$375.00	-$1.90	-$190.00	-50.7%
5249-503	100	LF	Temporary Sediment Control Fence (Remove)	$0.50	$50.00	$1.50	$150.00	-$1.00	-$100.00	-66.7%
TOTALS				$102,706.00		$112,446.50		-$9,740.50		-8.7%

Contractor's price higher than Engineer's Estimate

Contractor's price lower than Engineer's Estimate

Valley Paving consents to having reviewed above information. Valley Paving confirms ability to perform services as per bid prices shown above (bid prices as per bid submitted for CAP-08-032-12-31-LRM Road and Drainage Construction for El Monte Subdivision). Engineer's Estimate for information purposes only.

Signature: _____

Printed Name: Oscar Cordova, President

Date: 1-20-09

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-032-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Sasco Inc

Address: 5203 N. 21st Lane

McAllen, Tx 78504

By: [signature]

Printed Name: Jason A. Skow

Title: Vice Pres.

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	17.21	STA	Preparing ROW	$ 200.00	$ 3442.00
			_____ Dollars		
502			_____ Cents		
134	17.21	STA	Backfill (TY B)	$ 400.00	$ 6884.00
			_____ Dollars		
502			_____ Cents		
247	892	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 19.00	$ 16,948.00
			_____ Dollars		
699			_____ Cents		
310	956	GAL	ASPH Material (MC-30)	$ 5.00	$ 4780.00
			_____ Dollars		
501			_____ Cents		
340	392	TON	ASPH Concrete (TY D)	$ 75.00	$ 29400.00
			_____ Dollars		
511			_____ Cents		
500	1	LS	Mobilization	$ 5,500.00	$ 5,500.00
			_____ Dollars		
501			_____ Cents		
502	2	MO	Barricades,Signs and Traffic Handling	$ 2500.00	$ 5000.00
			_____ Dollars		
501			_____ Cents		
530	77	SY	Driveways (CONC.) (4")	$ 50.00	$ 3,850.00
			_____ Dollars		
540			_____ Cents		
530	586	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 21.00	$ 12,306.00
			_____ Dollars		
542			_____ Cents		
530	192	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 21.00	$ 4032.00
			_____ Dollars		
665			_____ Cents		
556	580	LF	15" Corrugated ADS Pipe	$ 19.00	$ 11,020.00
			_____ Dollars		
			_____ Cents		
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$ 3.50	$ 18,739.00
			_____ Dollars		
			_____ Cents		

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
2500	30	GAL	EN-1 Road Bond (Flexbase) _____ Dollars _____ Cents	$ 20 -	$ 600 -
5249 501	100	LF	Temporary Sediment Control Fence _____ Dollars _____ Cents	$ 5 -	$ 500 -
5249 503	100	LF	Temporary Sediment Control Fence (Remove) _____ Dollars _____ Cents	$ 5 -	$ 500 -
				Sub-Total	$ 123,501 -

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of _____Dollars(_____ _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1. _____	_____	#2. _____	_____
#3. _____	_____	#4. _____	_____

Respectfully submitted,

Snscor Inc.
Name of Firm

By: _____ 12-31-08
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

Vice President
Title

3200 N. 21st Lane McAllen Tx
Address

75501

(Seal, if BID is by a Corporation)

(956) 682-3454
Telephone Number

Attest _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Jason Stahl being first duly sworn, deposes and says that

(1) He is Vice President, of Swisco Inc. the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____
Vice President
(Title)

Subscribed and sworn to before me this 30th
day of December, 2008

Oralia Ramos
Notary Public

My Commission expires: 06/14/2011

ORALIA RAMOS
Notary Public, State of Texas
My Commission Expires 06-14-2011

Bid Date: 12/31/08

The F&D Companies

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

HOME OFFICES: P.O. BOX 1227 BALTIMORE, MD 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Sascon Inc.
5200 N 26th Ln
McAllen, TX 78504
(Here insert the name and address or legal title of the Contractor)

_____, as Principal, (hereinafter called the "Principal"),

and Fidelity and Deposit Co of MD ~~Colonial American Casualty & Surety Co~~, of Baltimore, Maryland, a corporation duly organized
(Here insert the name of the Surety)

under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety") are held and firmly bound unto

Hidalgo County
(Here insert the name and address or legal title of the Owner)

_____ as Obligee, (hereinafter called the "Obligee"),

in the sum of Five Percent of Greatest Amount of Bid Dollars ($ 5% of G A B),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Road & Drainage Improvements - El Monto Subd.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of December A.D. ~~19~~ 2008

_____ (SEAL)
Principal

_____
Witness

_____
Title

☒ FIDELITY AND DEPOSIT COMPANY OF MARYLAND
☒ COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

Surety

By _____ (SEAL)
Title

_____
Witness

CD29aTR1
Conforms to American Institute of Architects Document A-310.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, corporations of the State of Maryland, by M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, does hereby nominate, constitute and appoint **Phillip Lee FOX, Ben D. SMITH, Brian LEWIS, Norma CAMARILLO and Maria ZUNIGA, all of McAllen, Texas, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings, EXCEPT bonds on behalf of Independent Executors, Community Survivors and Community Guardians**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of C. Don BOWMAN, Phillip Lee FOX, Richard E. DOOLEY, dated August 11, 2003.

FOR YOUR PROTECTION READ THE NOTICE BELOW
SECURITY WARNING

The said Assistant Secretary does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article VI, Section 2, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seals of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, this 11th day of October, A.D. 2007.

ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY

FIDELITY AND DEPOSIT COMPANY OF MARYLAND — INCORPORATED — 1890

COLONIAL AMERICAN CASUALTY AND SURETY COMPANY — SEAL

By:

Eric D. Barnes *Assistant Secretary* *M. P. Hammond* *Vice President*

State of Maryland }
City of Baltimore } ss:

On this 11th day of October, A.D. 2007, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, came M. P. HAMMOND, Vice President, and ERIC D. BARNES, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, and the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself deposeth and saith, that they are the said officers of the Companies aforesaid, and that the seals affixed to the preceding instrument is the Corporate Seals of said Companies, and that the said Corporate Seals and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn *Notary Public*
My Commission Expires: July 14, 2011

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-032-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Valley Paving, Inc.

Address: 321 E. 2 Mile Line
Mission TX 78574

By: _____

Printed Name: Oscar Cordova

Title: President

BID PROPOSAL FOR
HIDALGO COUNTY PRECINCT No. 1
ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"
BID NO: CAP-08-032-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Dear Ms. Salazar

Pursuant to the foregoing "**Advertisement for Bids**", Notice and Instructions to Bidders for **HIDALGO COUNTY COLONIA ACCESS PROGRAM – ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION(S)" in Hidalgo County,** the undersigned **Bidder** having examined the plans and specifications with related documents and carefully read same, and having visited the site of the proposed work, hereby proposes to furnish all necessary superintendence, labor, machinery, equipment, tools, materials, and supplies to construct the project in accordance with the contract documents within the time set forth herein and at the price stated below and noted in the following pages (Note: Only those bid items identified shall be considered as pay items all other work shall be incidental to bid items) Estimated quantities are provided for information only.

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	17.21	STA	Preparing ROW	$ 150.00	$ 2581.50
			One Hundred Fifty Dollars		
502			No Cents		
134	17.21	STA	Backfill (TY B)	$ 100.00	$ 1721.00
			One Hundred Dollars		
502			No Cents		
247	892	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 43.25	$ 38,579.00
			Forty Three Dollars		
699			Twenty-Five Cents		
310	956	GAL	ASPH Material (MC-30)	$ 4.25	$ 4063.00
			Four Dollars		
501			Twenty-Five Cents		
340	392	TON	ASPH Concrete (TY D)	$ 69.00	$ 27,048.00
			Sixty Nine Dollars		
511			No Cents		
500	1	LS	Mobilization	$ 2850.00	$ 2850.00
			Two Thousand Eight Hundred Fifty Dollars		
501			No Cents		
502	2	MO	Barricades,Signs and Traffic Handling	$ 250.00	$ 500.00
			Two Hundred Fifty Dollars		
501			Cents		
530	77	SY	Driveways (CONC.) (4")	$ 37.50	$ 2887.50
			Thirty Seven Dollars		
540			Fifty Cents		
530	586	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 11.00	$ 6446.00
			Eleven Dollars		
542			No Cents		
530	192	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 12.25	$ 2352.00
			Twelve Dollars		
665			Twenty Five Cents		
556	580	LF	15" Corrugated ADS Pipe	$ 14.00	$ 8120.00
			Fourteen Dollars		
			No Cents		
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$ .50	$ 2677.00
			Dollars		
			Fifty Cents		

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
2500	30	GAL	EN-1 Road Bond (Flexbase) Eighty Eight Dollars Twenty Cents	$ 88.20	$ 2646.00
5249 501	100	LF	Temporary Sediment Control Fence One Dollars Eighty Five Cents	$ 1.85	$ 185.00
5249 503	100	LF	Temporary Sediment Control Fence (Remove) Dollars Fifty Cents	$ .50	$ 50.00
				Sub-Total	$ 102,706.00

One Hundred Two Thousand, Seven Hundred and Six Dollars
No Cents.

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____)
or a Bid Bond in the sum of Seventhousand Five Hundred Dollars(7500.00 _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1. _____	_____	#2. _____	_____
#3. _____	_____	#4. _____	_____

Respectfully submitted,

Valley Paving, Inc.
Name of Firm

By: _____ 12/3/08
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

President
Title

321 E. 2 Mile Line
Address

Mission TX 78574

(Seal, if BID is by a Corporation)

956-585-5908
Telephone Number

Attest Sandra Sandra

INSTRUCTION TO BIDDERS

LEGAL NOTICE **Bid No: CAP-08-032-12-31-LRM**

1. Sealed bids will be received for **"HIDALGO COUNTY COLONIA ACCESS PROGRAM – "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features, which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID NO: CAP-08-032-12-31-LRM "ROAD & DRAINAGE CONSTRUCTION FOR EL MONTE SUBDIVISION"** and in Hidalgo County's Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy. 281, Hidalgo County New Administration Building, Edinburg, Texas 78539, on or before 9:30 a.m., DECEMBER 31, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** A pre-bid conference will be held at 2:00 p.m., December 24, 2008 at the Hidalgo County New Administration Building-Purchasing Department 2812 S. Business Hwy. 281, Edinburg, Texas 78539. All prospective bidders are encouraged to attend.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County . Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a Hidalgo County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances, which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County . Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-032-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: IOC Company LLC.

Address: 2566 Farms Ave
Edinburg TX 78540

By: [signature]

Printed Name: Enrique Villarreal

Title: Executor

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description / Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	17.21	STA	Preparing ROW	$ 493.00	$ 8484.53
			four hundred ninety three Dollars		
502			zero Cents		
134	17.21	STA	Backfill (TY B)	$ 520.00	$ 8949.20
			five hundred twenty Dollars		
502			zero Cents		
247	892	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 35.00	$ 31220.00
			thirty five Dollars		
699			zero Cents		
310	956	GAL	ASPH Material (MC-30)	$ 6.50	$ 6214.00
			six Dollars		
501			fifty Cents		
340	392	TON	ASPH Concrete (TY D)	$ 100.00	$ 39200.00
			one hundred Dollars		
511			zero Cents		
500	1	LS	Mobilization	$ 6300.00	$ 6300.00
			Six thousand three hundred Dollars		
501			zero Cents		
502	2	MO	Barricades,Signs and Traffic Handling	$ 2505.00	$ 5010.00
			two thousand five Dollars		
501			zero Cents		
530	77	SY	Driveways (CONC.) (4")	$ 36.00	$ 2772.00
			thirty six Dollars		
540			zero Cents		
530	586	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 19.00	$ 11134.00
			nineteen Dollars		
542			zero Cents		
530	192	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 40.50	$ 7776.00
			fourty Dollars		
665			fifty Cents		
556	580	LF	15" Corrugated ADS Pipe	$ 39.50	$ 22910.00
			thirty nine Dollars		
			fifty Cents		
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$ 7.20	$ 38548.80
			Seven Dollars		
			twenty Cents		

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
2500	30	GAL	EN-1 Road Bond (Flexbase) one hundred fifty two Dollars zero Cents	$ 152.00	$ 4560.00
5249 501	100	LF	Temporary Sediment Control Fence four Dollars fourty Cents	$ 4.40	$ 440.00
5249 503	100	LF	Temporary Sediment Control Fence (Remove) two Dollars fifteen Cents	$ 2.15	$ 215.00
				Sub-Total	$ 193,733.53

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____)
or a Bid Bond in the sum of Nine thousand Six hundred fifty Dollars(9,650.00), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1. _____	N/A	#2. _____	_____
#3. _____		#4. _____	_____

Respectfully submitted,

FOC Company LLC.
Name of Firm

By: _____ 12/29/05
Signature Date

Estimator
Title

2516 Tatum Ave
Address

Edinburg, TX

956-380-2897
Telephone Number

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

(Seal, if BID is by a Corporation)

Attest _____

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

BOND # Z517

KNOW ALL MEN BY THESE PRESENTS, that we

IOC COMPANY, LLC
P.O. BOX 4737 EDINBURG, TX 78540
(Here insert full name ,and address or legal title of Contractor)

as Principal, hereinafter called the Principal, and

INTERNATIONAL FIDELITY INSURANCE COMPANY
2425 N. CENTRAL EXPRESSWAY SUITE 458 RICHARDSON, TX 75080
a corporation duly organized under the laws of the State of as Surety, hereinafter called the Surety, are held and firmly bound unto

HIDALGO COUNTY PCT. #1
2812 S. BUSINESS 281 EDINBURG, TX 78539
(Here insert full name ,and address or legal title of Owner)

as Obligee, hereinafter called the Obligee, in the sum of **5% Greatest Amount Bid** Dollars ($ **5% G.A.B.**), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for

ROAD AND DRAINAGE FOR DIMAS SUBDIVISION.
(Here insert full name, address and description of project)

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of December, 2008.

(Witness)

IOC COMPANY, LLC
(Principal) (Seal)

(Title)

(Witness)

INTERNATIONAL FIDELITY INSURANCE COMPANY
(Surety) (Seal)

Justin McOmie, Attorney-in-fact
(Title)

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

Tel (973) 624-7200

POWER OF ATTORNEY
INTERNATIONAL FIDELITY INSURANCE COMPANY

HOME OFFICE: ONE NEWARK CENTER, 20TH FLOOR
NEWARK, NEW JERSEY 07102-5207

FOR BID BOND/RIDER/CONSENTS/AFFIDAVITS

KNOW ALL MEN BY THESE PRESENTS: That **INTERNATIONAL FIDELITY INSURANCE COMPANY,** a corporation organized and existing laws of the State of New Jersey, and having its principal office in the City of Newark, New Jersey, does hereby constitute and appoint

LINDA MAGRUDER, KEVIN MCQUAIN, DEBRA MCQUAIN, JUSTIN MCQUAIN, ERIN MCQUAIN

Spring, TX.

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, stature, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **INTERNATIONAL FIDELITY INSURANCE COMPANY,** as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of Article 3-Section 3, of the By-Laws adopted by the Board of Directors of **INTERNATIONAL FIDELITY INSURANCE COMPANY** at a meeting called and held on the 7th day of February, 1974.

The President or any Vice President, Executive Vice President, Secretary or Assistant Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and,

(2) To remove, at any time, any such attorney-in-fact and revoke the authority given.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 29th day of April, 1982 of which the following is a true excerpt:

Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

INTERNATIONAL FIDELITY INSURANCE COMPANY CORPORATE SEAL 1904 NEW JERSEY

IN TESTIMONY WHEREOF, **INTERNATIONAL FIDELITY INSURANCE COMPANY** has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 16th day of October, A.D. 2007.

INTERNATIONAL FIDELITY INSURANCE COMPANY

STATE OF NEW JERSEY
County of Essex

Secretary

On this 16th day of October 2007, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said the he is the therein described and authorized officer of the **INTERNATIONAL FIDELITY INSURANCE COMPANY;** that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

JOSE A. MARQUEZ, JR. NOTARY PUBLIC NEW JERSEY

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

A NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Nov. 21, 2010

CERTIFICATION

I, the undersigned officer of **INTERNATIONAL FIDELITY INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect

IN TESTIMONY WHEREOF, I have hereunto set my hand this 31st day of December, 2008

Assistant Secretary

Insurance Requirement Acknowledgment

I, Oscar Cuellar, authorized representative for IDC Company LLC,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

☒ have already been met, see attached copy of insurance certificate.

X _____
Authorized Representative

05/21/08
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/20/2008

PRODUCER (903)342-3721 FAX: (903)342-1312
Beverly Onley Insurance Agency
701 W Broadway
P.O. Box 810
Winnsboro TX 75494

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
IOC Company, LLC
P.O. Box 4737

Edinburg TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Praetorian Specialty	
INSURER B: Lincoln General	
INSURER C: American Specialty Lines	
INSURER D: Texas Mutual Insurance	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] $250. Deductible GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	PSITX0002469 BLANKET ADDITIONAL INSD BLANKET WAIVER OF SUBROG	9/7/2007	9/7/2008	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	3810000744-00 BLANKET ADDITIONAL INSD BLANKET WAIVER OF SUBROG	3/22/2008	3/22/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000. $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	BE5346260	9/7/2007	9/7/2008	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0001173099	10/5/2007	10/5/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		OTHER RENTED EQPT/All Risk	PSITX0002246	8/4/2007	8/4/2008	$1000. Deductible	$100,000 Limt
B		PHYSICAL DAMAGE	BINDER	3/22/2008	3/22/2009	$1000. Deductible on Comp. & Collision	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

For Information purposes only
Please fax cert request to
903-342-1312

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Rob Eppers/NORMA

© ACORD CORPORATION 1988

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Oscar Cuellar, possess all of the APPLICABLE:

1. Licenses: - OK -
2. Bonds: 5% Min Bond
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

05/21/08
Date

Ox Company LLC.
Company

PO Box 4737
Address

Edinburg TX 78540
City, State, Zip

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of.....) Texas

County of.....) Hidalgo

Oscar Cuellar, being first duly sworn,

deposes and says that:

(1) He is managing member, of TC Company LLC., the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all partinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

managing member
(Title)

Subscribed and sworn to before me on this _____

day of _____

_____

_____

Title

Hidalgo County
Eddy Trevino
County Clerk
Edinburg,TX 78540

70 2006 01693471

Instrument Number: 2006-1693471

As

Recorded On: December 04, 2006 Recording

Parties:

To

Billable Pages: 2

Number of Pages: 3

Comment: CONFLICT OF INTERES

** Examined and Charged as Follows: **

Recording	20.00
Total Recording:	20.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1693471

Receipt Number: 816039

Recorded Date/Time: December 04, 2006 11:07A

User / Station: M Cantu - Cash Station 17

Record and Return To:

IOC COMP LLC
P.O. BOX 4737
EDINBURG TX 78540

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

1693471

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

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

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

IOC Company, LLC

2

☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

N/A

4 Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

N/A

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ
Page 2

For vendor or other person doing business with local governmental entity

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.) N/A

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

N/A ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

N/A ☐ Yes ☐ No

C Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

N/A ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

We work w/ the county through Tedsi Eng. Firm not directly w/ the County.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

N/A

7 [signature]

Signature of person doing business with the governmental entity

12/04/2006

Date

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: X
Print Name: Oscar Cuellar
Title: managing member
Telephone Number: 956-227-9327
Date: 05/21/04

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 100 E. Cano St.4th Floor, Edinburg, Texas 78539 or
e-mail: purchasing@co.hidalgo.tx.us

Company Name: IOC Company, LLC Telephone No. (956) 380-2897

dba Name:

Legal Name: IOC Company, LLC

Mailing Address: PO Box 4737 Fax No. (956) 380-4085

Physical Address: 2516 Fatima #4

City, State, Zip Edinburg, TX 78540 Tax I.D. No. 36-4576062

Remit to Address: City, State, Zip

E-Mail Address: iocompany@iocompany.com

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ____ Individual ✓ LLC ____ Partnership ____ Corporation ____ Non-Profit
____ Sole Proprietor ____ Other, Specify ____

State Identification No. 800508682

Federal Identification No. or (if individual) SS No. 36-4576062

State of Incorporation: TX Date: 6/21/05 Other: ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization ✓ Other, Specify Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Oslar Cuellar, Managing member; Nancy Cuellar, member

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- ☐ Black American
- ☑ Hispanic American
- ☐ Asian Pacific American
- ☐ Native American
- ☑ Women
- ☐ Other

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

Indicate Certification No.(s): 136457606 2300 or are Certificate(s) attached?: ☑ Yes ☐ No

What type of product(s) is/are solicited by your company?: site work, utility, paving construction

Would you like to be provided with specifications for procurements of such products?: ☑ Yes ☐ No

To Be Completed by the County:

Rec'd by: ____ Date Rec'd: ____ Date Forwarded to Auditor's Office: ____

Vendor No.: ____ Entry Date: ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

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

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

If yes, by whom?: ☑ State General Services Commission ☐ Other_____

Indicate Certification No(s).: 136457A062300 or Are Certificate(s) Attached?: ☑ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

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

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

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

State of Texas

Historically Underutilized Business Certification and Compliance Program

In accordance with the Memorandum of Agreement between the Texas Department of Transportation (TXDOT) and the Texas Building & Procurement Commission (TBPC), the Commission hereby certifies that

IOC COMPANY, LLC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Certification and Compliance Program to be recognized as a HUB.

This certificate, printed 28-FEB-2006, supersedes any registration and certificate previously issued by the TBPC's HUB Certification and Compliance Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, addresses, phone and fax numbers or authorized signatures) provided in the submission of the business' application for registration/certification into the TXDOT's program, you must immediately (within 30 days of such changes) notify the TXDOT's program in writing. The Commission reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility. If your firm ceases to remain certified in the TXDOT's program, you must apply and become certified through the State of Texas HUB program to maintain your HUB certification.

Certificate/VID Number: 1364576062300
File/Vendor Number: 01714
Approval Date: 28-FEB-2006
Expiration Date: 28-FEB-2010

Paul A. Gibson
HUB Certification & Compliance Manager
Texas Building & Procurement Commission
(512) 305-9071

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies and universities are encouraged to validate HUB certification prior to issuing a notice of award by accessing the Internet (http://www.tbpc.state.tx.us) or by contacting the TBPC's HUB Certification and Compliance Program at (888) 863-5881 or (512) 463-5872.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) IDC Company, LLC

Business name, if different from above ~~PDT~~

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☒ Other ▶ LLC ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) PO BOX 4737

Requester's name and address (optional)

City, state, and ZIP code Edinburg, TX 78540

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
			+		+			

or

Employer identification number
3 1 6 4 1 5 7 6 0 1 6 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 10/23/07

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

- The U.S. owner of a disregarded entity and not the entity,

BIDDER'S ACKNOWLEDGMENT

Bid for
HIDALGO COUNTY PRECINCT NO. 1
BID NO: CAP-08-032-12-31-LRM

To: **Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent**
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
Hidalgo County New Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Location:
Hidalgo County New Administration Building
2802 S. Business Hwy. 281
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges that a Pre-Bid Conference was scheduled, held and was available for attendance on DECEMBER 24, 2008 at 2:00 pm. At the Hidalgo County New Administration Building-Purchasing Department, 2812 S. Business Hwy. 281, Edinburg, Texas 78539.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Juan Mendoza Corporation dba

Bidder: J. M. Construction

Address: 3701 Jade Street

Weslaco, Tx. 78596

By: [signature]

Printed Name: Juan Mendoza

Title: President

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
100	17.21	STA	Preparing ROW	$ 480.00 -	$ 8,260.80
			Four hundred eighty Dollars		
502			NO Cents		
134	17.21	STA	Backfill (TY B)	$ 450.00 -	$ 7,744.50 -
			Four hundred fifty Dollars		
502			NO Cents		
247	892	CY	FL BS (Rdwy Del) (TY D, GR 6, CL 4)	$ 22.00 -	$ 19,624.00
			Twenty two Dollars		
699			NO Cents		
310	956	GAL	ASPH Material (MC-30)	$ 6.00 -	$ 5,736.00 -
			Six Dollars		
501			NO Cents		
340	392	TON	ASPH Concrete (TY D)	$ 89.00 -	$ 34,888.00 -
			Eighty nine Dollars		
511			NO Cents		
500	1	LS	Mobilization	$ 1,000.00 -	$ 1,000.00 -
			One thousand Dollars		
501			NO Cents		
502	2	MO	Barricades,Signs and Traffic Handling	$ 1,000.00 -	$ 2,000.00 -
			One thousand Dollars		
501			NO Cents		
530	77	SY	Driveways (CONC.) (4")	$ 47.00 -	$ 3,619.00
			Forty seven Dollars		
540			NO Cents		
530	586	SY	Driveways (ASPH CONC PAV) (PB-1)	$ 20.00 -	$ 11,720.00 -
			Twenty Dollars		
542			NO Cents		
530	192	SY	Turnouts (ASPH CONC PAV) (PBS-2)	$ 22.00 -	$ 4,224.00
			Twenty two Dollars		
665			NO Cents		
556	580	LF	15" Corrugated ADS Pipe	$ 19.00 -	$ 11,020.00 -
			Nineteen Dollars		
			NO Cents		
2500	5354	SY	EN-1 Treated Flexbase (DC)(6")	$ 3.00 -	$ 16,062.00
			Three Dollars		
			NO Cents		

BID ITEMS FOR ROAD CONSTRUCTION OF EL MONTE SUBDIVISION

Item No.	Est. Quantity	Unit	Item Description Unit Bid Price In Words	Unit Price (In Figures)	Total Extension (In Figures)
2500	30	GAL	EN-1 Road Bond (Flexbase) One hundred forty Dollars NO Cents	$ 140.00 -	$ 4,200.00
5249 501	100	LF	Temporary Sediment Control Fence Five Dollars No Cents	$ 5.00 -	$ 500.00 -
5249 503	100	LF	Temporary Sediment Control Fence (Remove) Five Dollars No Cents	$ 5.00 -	$ 500.00 -
				Sub-Total	$131,098.30

One hundred thirty one thousand ninety eight dollars and thirty cents.

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's Check or Certified Check for _____ Dollars (_____) or a Bid Bond in the sum of _____Dollars(_____ _____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposal is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

DATE	ACKNOWLEDGE	DATE	ACKNOWLEDGE
#1. _____	_____	#2. _____	_____
#3. _____	_____	#4. _____	_____

Respectfully submitted,

Juan Mendoza Corporation dba
J.M. Construction
Name of Firm

By: _____ 12-31-08
Signature Date

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

President
Title

3701 Jade Street
Address

Weslaco, Tx. 78596

(Seal, if BID is by a Corporation)

956-565-5222
Telephone Number

Attest _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas
County of Hidalgo

Juan Mendoza being first duly sworn, deposes and says that

(1) He is President, of Juan Mendoza Corporation dba J. M. Construction the Bidder that has submitted the attached bid;

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such bid:

(3) Such bid is genuine and is not a collusive or sham Bid:

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

President
(Title)

Subscribed and sworn to before me this 30

day of Dec., 2008

_____
Notary Public

My Commission expires: _____

GABRIEL CARILLO
Notary Public, State of Texas
My Commission Expires
March 30, 2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-08-XXX-XX-XX

This Agreement, entered into this _____day of _____, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, _____ (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

NAME OF SUBDIVISION(S)

Hereinafter called the project, for the sum of _____ Dollars and _____ Cents and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by ___ engineer _____, entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within _____ consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $_____for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

DRAFT

IN WITNESS WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR:_____
Print Name & Title: _____
Name of Firm: _____
_____
Address: _____
_____
Fed I.D. #/SS #: _____

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the _____day of _____,

2007, by _____Of and on behalf of _____
(Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

DRAFT

AI-13666 **17.H.2.**

BCAP-PRECINCT NO 1-Round III-Final Approval of Prof Engineering Svcs Contract

CC REGULAR

Date:	02/03/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Presentation for discussion, consideration, and approval of final negotiated contract #C-CAP-09-00-01-20 for Professional Engineering Services with Izaguirre Engineering Group, LLC in connection with BCAP Round III-Precinct No. 1 B-CAP Projects for the following colonia's : Brenda Gay, Chapa No 2, L & P, Los Castillos Est.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** fund 1312 Pct. 1 BCAP Round III

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

BUDGETARY IMPACT:

Funds available as of 1-29-09 for calendar year 2008, pending carry over to calendar year 2009. Please refer to attached expense report.

Attachments

Link: BCAP-Pct 1-Expense Report

Link: BCAP-PCT 1-IZAGUIRRE ENG CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/29/2009 03:46 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Darlene Betancourt — Started On: 01/28/2009 02:28 PM

Final Approval Date: 01/30/2009

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
063							
8-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	.00	.00	42,960.23	.00
063		**.00**	**42,960.23**	**.00**	**.00**	**42,960.23**	**.00**
148							
8-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	.00	.00	6,866.64	.00
148		**.00**	**6,866.64**	**.00**	**.00**	**6,866.64**	**.00**
149							
8-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	.00	.00	6,074.64	.00
149		**.00**	**6,074.64**	**.00**	**.00**	**6,074.64**	**.00**
185							
8-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	.00	.00	9,991.52	.00
185		**.00**	**9,991.52**	**.00**	**.00**	**9,991.52**	**.00**
215							
8-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	.00	.00	5,147.76	.00
215		**.00**	**5,147.76**	**.00**	**.00**	**5,147.76**	**.00**
220							
8-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	.00	.00	28,466.19	.00
220		**.00**	**28,466.19**	**.00**	**.00**	**28,466.19**	**.00**
228							
8-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	.00	.00	5,171.37	.00
228		**.00**	**5,171.37**	**.00**	**.00**	**5,171.37**	**.00**
319							
8-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	.00	.00	9,702.00	.00
319		**.00**	**9,702.00**	**.00**	**.00**	**9,702.00**	**.00**
387							
8-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	.00	.00	16,810.69	.00
387		**.00**	**16,810.69**	**.00**	**.00**	**16,810.69**	**.00**
461							
8-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	.00	.00	18,801.76	.00
461		**.00**	**18,801.76**	**.00**	**.00**	**18,801.76**	**.00**
687							
8-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	.00	.00	4,704.16	.00
687		**.00**	**4,704.16**	**.00**	**.00**	**4,704.16**	**.00**
688							
8-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	.00	.00	3,891.04	.00
688		**.00**	**3,891.04**	**.00**	**.00**	**3,891.04**	**.00**
790							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND III							
790							
8-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	.00	.00	3,379.10	.00
790		**.00**	**3,379.10**	**.00**	**.00**	**3,379.10**	**.00**
804							
8-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	.00	.00	7,179.31	.00
804		**.00**	**7,179.31**	**.00**	**.00**	**7,179.31**	**.00**
855							
8-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	.00	.00	10,430.01	.00
855		**.00**	**10,430.01**	**.00**	**.00**	**10,430.01**	**.00**
896							
8-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	.00	.00	9,837.08	.00
896		**.00**	**9,837.08**	**.00**	**.00**	**9,837.08**	**.00**
932							
8-1312-431-00-121-932-0-334	INDIAN HILLS EAST-ENG & ARCH SRV	.00	100,890.90	.00	.00	100,890.90	.00
932		**.00**	**100,890.90**	**.00**	**.00**	**100,890.90**	**.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND III		**.00**	**290,304.40**	**.00**	**.00**	**290,304.40**	**.00**
8 YEAR		**.00**	**290,304.40**	**.00**	**.00**	**290,304.40**	**.00**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-CAP-09-003-01-20

THIS AGREEMENT is made effective the _____ day of _____, 2009 by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **IZAGUIRRE ENGINEERING GROUP, LLC,** professional engineers of Mission, Texas, hereinafter called the **"Engineer".**

WITNESSETH:

Whereas, the **Owner** desires to Contract with the **Engineer** to provide professional engineering services for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias Round III for **Hidalgo County Precinct No 1** (hereinafter referred to as the **"Project**).

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work For this Agreement, the professional services to be provided by the **Engineer**, are more particularly identified in **EXHIBIT "B"**, attached hereto.

2.2 Classification of Services The **Owner** will furnish items and provide those services for the

development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** ***Services to be Provided by the Owner***, attached hereto and made a part of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement shall terminate at the close of business on **April 16, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.** If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement

will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 **Termination of Agreement**. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be

shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above and shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the

the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services identified in Article 2 and more practically described in Exhibit "B" attached hereto, the maximum amount payable by the Owner to the Engineer for services rendered by Engineer, subject to adjustment in accordance with Article 6.1 herein, will be provided in each Work Authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-*Fee Breakdown***, attached hereto and made a part of this Agreement. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Special Services***. Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** as required by the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Agreement Rates**") specified in **EXHIBIT "D"** - ***Agreement Rates***, attached hereto and made a part of this Agreement, and as follows:

1. RESIDENT OR SITE ENGINEER, INSPECTOR. Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. DOCUMENT COPIES. Actual performance and/or providing of additional copies (over 10) pf report; additional copies (over 10) of plans (Agreement drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. EXTRA TRAVEL. Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. EXPERT WITNESS. Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. MISCELLANEOUS. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with Article 7 herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in

in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6. 1 hereof. The **Final Payment** shall not be

made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any Agreement documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any Agreements or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"- *Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,** the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D",** attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and

approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner** and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Agreement Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

Article 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Agreement Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional

to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** finds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of Contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the

reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and Release of Documents.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act

Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontractor or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.**

the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this Agreement.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the

Owner's employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under Agreement with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any Agreement with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer**

Engineer for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgment and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the

Engineer shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,**

the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the

Engineer must change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or Contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer**

The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the Owner *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein,

20 herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(1) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(2) Professional Liability in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County* Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- *Hidalgo County Certificate of Insurance***. The **Engineer** will be considered in breach of Agreement should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the

following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Noncollusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all Contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER:	**ENGINEER**:
Hidalgo County	**IZAGUIRRE ENGINEERING GROUP, L.L.C.**
Attn: Agapito Vargas	**Attn:Diana Izaguirre, President**
301 East State Street	**5522 North 10th Street**
Pharr, Texas 78577	**McAllen, Texas 78504**

The Address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral Agreements between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent Contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009

IZAGUIRRE ENGINEERING GROUP, L.L.C.

BY:_____
Diana Izaguirre, President

OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., Hidalgo County Clerk

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

By:_____

ATTACHMENTS:

EXHIBIT A	- Scope of Services to be Provided by the Owner
EXHIBIT B	- Scope of Services to be provided by the Engineer
EXHIBIT C	- Work Schedule
EXHIBIT D	- Engineer's Agreement Rates
EXHIBIT D1	- Fee Breakdown
EXHIBIT E	- Work Authorization Form
EXHIBIT F	- Supplemental Agreement Form
EXHIBIT G	- Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Project (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Engineer the following:

1) Authorization to the Engineer to begin work.
2) Payment for work performed by the engineer.
3) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
4) Provide any available relevant data that may be on file concerning the Project.
5) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
6) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
7) Advertise and award, as assisted and recommendation by the Engineer, construction Agreements for the PS&E developed by the Engineer.
8) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
9) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensation and pay the Agreements for work performed as identified in the approved monthly and final estimates.
10) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
11) Provide Engineer with Geotechnical Data of existing pavement thickness.

Exhibit "B"

Services to be Provided by Engineer

The work to be furnished by the Engineer shall consist of management and engineering services for improvements in Hidalgo County Colonias approved by the State of Texas under the Third Call of Proposition Three funding. The work shall be developed in accordance with the Owner, TXDOT, and applicable design standards and in a format acceptable to the owner, and reviewing agencies.

The Engineer shall render specific management and engineering services for the devel9opment of the Project and fulfillment of this Agreement as follows:

I. PRELIMINARY PHASE – GENERAL PROJECT MANGEMENT AND ADMINISTRATION

II. DESIGN PHASE – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E) FOR COLONIA ACCESS

III. CONSTRUTION PHASE – CONSTRUCTION MANGEMENT & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE SERVICES

GENERAL PROJECT MANGEMENT

Services for GENERAL PROJECT MANAGEMENT by the Engineer will include the following:

1. Project/Program Schedule. See Exhibit "C".

2. Coordination/Meetings. The Owner may require the Engineer to attend local public hearings, policy meetings and upon request attend Owner staff meetings. The Engineer shall assist the Owner, as requested, at meetings with the Texas Department of Transportation (TXDOT), or other necessary entities.

Planning & Assessment

The Engineer will provide the following:

1. Review, verify and gather data necessary to proceed with design of approved TXDOT Colonia Projects.

2. Perform interviews and each Precinct County Commissioner and staff to identify "present day" complaints, roadway and drainage histories and preliminary design information for the approved projects.

3. Obtain geotechnical data for pavement designs; determine subsurface conditions.

4. Develop pavement designs, including cost data, pavement material properties, and pavement drainage.

5. Identify preliminary alignments; develop typical sections.

6. Develop hydraulic design criteria in accordance with Hidalgo County/Local Municipal or TXDOT guidelines.

7. Verify FEMA FIRM zones and requirements.

8. Develop basic schematic layout of improvement to determine right of way requirements.

Environmental Document Preparation and Public Comment

Provide Owner assistance in gathering data necessary to complete the Environmental Review Record format established by Owner to satisfy TXDOT environmental requirements.

Right of Way Data

The Engineer shall provide utility and the right of way data for each approved individual project as follows:

Utility Coordination/Inventory

1) The Engineer will develop utility layout sheets from schematics and incorporate utility information; identify existing overhead and above ground utilities; identify all existing underground utilities; document all information on utility layout sheets; identify potential conflicts. The layout sheets will be reproducible drawings (11"x17") with the following information.

    a) Existing and/or proposed right of way lines
    b) Benchmark data
    c) Existing and proposed drainage system(s)
    d) Location and size of utility (plan/profile view)
    e) Limits of existing casing pipe
    f) Name of the owner/company

2) The Engineer will coordinate utility adjustments with Owner and all affected utility owners as necessary.

Field Survey

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish and stake the Project control centerline (baselines) and

offset for the Project or portions of the Project. Establish vertical control by looping all benchmark (BM) circuits and tie to monument permanent BM elevation. BM's are to be set at 1,000 ft maximum intervals using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain topographic information surveyed for the length of the control centerline, as required; provide location (station and offset), size, height, and depth and/or length and description of topographic features; to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, cou7nty and/or city limits, etc...Drainage elements to include:

3) Design Centerline. Establish and stake the design centerline.

Right of Way Map

Provide for the preparation of a project right-of-way map where right of way acquisition is necessary. Provide for the necessary right-or-way research, mapping, surveying and all services related to the development of a right-of-way map. Prepared parcel sketches and field notes of all parcels requiring acquisition. Revisions to be done promptly at no cost to the owner.

II. DESIGN PHASE SERVICES

Final Design and Plans, Specifications & Estimates

The Engineer will develop the final design and prepare Agreement drawings, specifications and estimates for construction of the Project or portions of the Project as authorized by the Owner. These documents will be submitted to the applicable city, county, state, and/or federal agencies for approval.

All final plan sheets will be developed by the Engineer on 11"x17" reproducible, 4 mil, double-matte, white, opaque film.

Recognizing that there will be several team members participating in the development of the overall Project, and taking into consideration that the Owner has a significant investment in the development of the Project, there is need for consistency in document development for the purpose of review and production to help facilitate and economically efficient product. All computer document files furnished to the Owner by the Engineer shall be furnished on a CD-ROM created utilizing DOS software. Retrieval documentation relating to file storage on the designated delivery media shall be prepared by the Engineer and provide to the Owner. It is the intent of the Engineer and this Agreement to secure computer files from all Project Team members that are composed of elements of the same precision, integrity, singularity, attributes.

The Engineer shall prepare graphic files that can be reviewed and plotted utilizing Microstation/AutoCAD, software. The graphic files submitted must be compatible with Microstation

Cad System without conversion or modification and must plot consistent with reproducible plots submitted.

Plan Sheets. Plan sheets developed by the Engineer will include, but not limited to, title sheet, typical sections, sequence of construction, estimates and quantity, plan-profile, channel details, roadway details, bridge and culvert details, hydraulic details, and standards.

Specifications. The Engineer shall use the June 1, 2004 Texas Department of Transportation Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges. Other specifications may be developed by the Engineer, but must incorporate, reference to standard TXDOT requirements of design & testing procedures and Hidalgo County Subdivision Required Standards.

Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based on the unit price system of bidding.

All plots and graphic media provided by the Engineer, as a result of this Agreement, shall be delivered to the Owner. Final payment for plan sheet documents and/or associated, applicable engineer files will not be made until the files furnished by the Engineer have been demonstrated to be useable in the formats described above and herein.

Service for FINAL DESIGN AND PLANS, SPECIFICATIONS AND ESTIMATES by the Engineer will include the following:

Roadway Design Controls

The Engineer will prepare the roadway design for the Project or portions of the Project as authorized by the Owner. The roadway design will be submitted to the applicable city, county, state, and/or federal agencies for approval.

Roadway design controls will include:

1) Geometric Design – horizontal and vertical alignments, intersection geometrics: to be incorporated onto plan and profile sheets.
2) Geometric and grading design – development of typical roadway sections through horizontal and vertical alignment determination and roadway cross sections.
3) Grading design – existing and design cross sections, cut/fill quantities, slope stability analysis, embankment foundation stability and settlement analysis.
4) Earthwork Quantities – obtained from grading design.
5) Miscellaneous supplemental plan details.

Drainage

The Engineer will perform final hydrologic/hydraulic analysis and design for the proposed improvements of the Project or portions of the Project as authorized by the Owner.

Signing

The Engineer will determine location and type of warning, regulatory and guide signs as required by the Hidalgo County Subdivision Standards or local Municipal standards as applicable. All signing design will be based on the final proposed roadway design.

Permanent Pavement Markings

The Engineer with the Owner will evaluate the need for pavement markings and design all permanent pavements markings in accordance with the Hidalgo County Subdivision Standard or Local Municipal Standards as applicable. All such design will be based on the final proposed roadway design.

Miscellaneous

If required for the Project or portion of the Project approved by the Owner, the Engineer will provide the following miscellaneous roadway items:

Miscellaneous Drafting, Standards, and Details

1. The Engineer will prepare a title sheet indicating, at a minimum, project limits, project location map, name of owner and owner acknowledgment/acceptance, facility identification, specification reference, Engineer's seal, signature and date.

2. The Engineer will determine appropriate standard drawings to be incorporated into the plans, and sign/seal any modifications to any agency or industry approved standards.

3. The Engineer will develop any details to clarify any construction requirements of the plan drawings.

PS&E Supporting Documents

4. Specifications List and general Notes. The Engineer will prepare an applicable specifications list, in TXDOT format, as well as any general notes that may be applicable to each PS&E submission.

5. Estimates. The Engineer will prepare detailed cost estimates and proposals of authorized construction, which will include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding.

6. Agreement Time Determination Statement. The Engineer will determine the time required for construction for the project, outlining phases of construction and appropriate rates of production and construction for bid items determined to be in the critical path for construction of the PS&E submittal.

7. Additional documents. Right of Way Certification letter, material testing and sampling table.

III. CONSTRUCTION PHASE SERVICE

Construction Management and Support

The Engineer will provide engineering and support services for and during the construction of the Project or portions of the Project approved by the Owner. Specific services for CONSTRUCTION MANAGEMENT AND SUPPORT by the Engineer will include the following:

Construction Bidding

1. The Engineer will furnish to the Owner the necessary copies of approved plans, specifications, notices to bidders, and proposals as prepared under PS&E.

2. The Engineer will coordinate and conduct a Pre-Bid Conference for prospective bidders.

3. The Engineer will assist Owner the tabulation of bids, recommendations to the Owner as to the proper action on all bid proposals received, and the preparation of form Agreement documents for the award of each construction Agreement.

Construction Agreement Administration

4. In general, the Engineer will provide the management and engineering support/data required for consultation and advertisement to the Owner and act as the Owners representative as provided in the General Condition of the Construction Agreement.

5. The Engineer will coordinate and conduct a pre-construction conference.

6. Defects and Deficiencies. The Engineer will use his best efforts to protect the Owner against defects and deficiencies in the work of the Contractor. The Engineer will promptly notify the Owner of any such defect of deficiency, and take all steps possible to require the Contractor to correct the defect or deficiency.

7. Contractor Payment. The Engineer will take measurements and calculate quantities, in accordance with the construction Agreement specifications, of those items of work accepted and conforming to the construction Agreement specifications, for the preparation of the monthly and final estimates for payment to the Contractor.

8. The Engineer will provide Project site inspection of the authorized construction Agreement(s) as follows:
    a. Project Engineer. The Engineer will provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction plans and specifications.

b. Resident Engineer and/or Construction Inspector(s). The Owner may request the Engineer to furnish the service of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection construction to the monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. See Article 5 for special services compensation details.

Miscellaneous Technical Activities

9. Shop Drawings. The Engineer will review and check all shop or working drawings furnished by the Contractor.

10. Control of Materials & Equipment. The Engineer will provide inspection of all materials and equipment furnished/used by the Contractor as follows:

    a. Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction Agreement specifications.

    b. Observe and/or perform Project record testing and/or independent assurance testing as outlined in the construction Agreement specifications.

11. Change Orders. When applicable the Engineer will prepare the engineering data, including plan sheet drawings, specifications, and estimates, for the preparation of construction Agreement change orders, which may be required due to actual field conditions encountered or new requirements directed by the Owner.

12. As Built Drawings. The Engineer will develop as built drawings to depict the work as actually constructed. The Owner will be furnished five (5) set of prints.

EXHIBIT "C"

Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT "C-1"

PROJECT SCHEDULE

BRENDA GAY SUBDIVISION

County of Hidalgo , Texas

as of January 2009

DATE ⇨⇨⇨	FEB '09				MAR '09					APR '09				MAY '09				JUN '09					JUL '09				AUG '09					SEPT '09				OCT '09			
ACTIVITY DESCRIPTION ↓↓↓↓	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
PRELIMINARY PHASE Planning & Assesment, Environmental Documentation Assistance, Right-of-Way, Utility Coordination and Inventory, Field Data Collection, Topography, Etc.																																							
DESIGN PHASE Finalize Roadway Design, Finalize Drainage Design, Establish Sequence of Construction, Prepare Traffic Control Plan, Prepare Project Specific Details, Assemble Standard Drawings, Assemble PS&E Supporting Documents, Etc.																																							
CONSTRUCTION PHASE Construction Bidding and Award, & Construction of Project, Etc.																																							

EXHIBIT C-7

PROJECT SCHEDULE

CHAPA No.2 SUBDIVISION

County of Hidalgo , Texas

as of January 2009

DATE ⇨⇨⇨	FEB '09				MAR '09					APR '09				MAY '09				JUN '09					JUL '09				AUG '09					SEPT '09				OCT '09			
ACTIVITY DESCRIPTION ↓↓↓↓	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
PRELIMINARY PHASE Planning & Assesment, Environmental Documentation Assistance, Right-of-Way, Utility Coordination and Inventory, Field Data Collection, Topography, Etc.																																							
DESIGN PHASE Finalize Roadway Design, Finalize Drainage Design, Establish Sequence of Construction, Prepare Traffic Control Plan, Prepare Project Specific Details, Assemble Standard Drawings, Assemble PS&E Supporting Documents, Etc.																																							
CONSTRUCTION PHASE Construction Bidding and Award, & Construction of Project, Etc.																																							

EXHIBIT C-3

PROJECT SCHEDULE

L & P SUBDIVISION

County of Hidalgo , Texas

as of January 2009

DATE ⇨⇨⇨	FEB '09				MAR '09					APR '09				MAY '09				JUN '09					JUL '09				AUG '09					SEPT '09				OCT '09			
ACTIVITY DESCRIPTION ↓↓↓↓	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
PRELIMINARY PHASE Planning & Assesment, Environmental Documentation Assistance, Right-of-Way, Utility Coordination and Inventory, Field Data Collection, Topography, Etc.																																							
DESIGN PHASE Finalize Roadway Design, Finalize Drainage Design, Establish Sequence of Construction, Prepare Traffic Control Plan, Prepare Project Specific Details, Assemble Standard Drawings, Assemble PS&E Supporting Documents, Etc.																																							
CONSTRUCTION PHASE Construction Bidding and Award, & Construction of Project, Etc.																																							

EXHIBIT "C-4"

PROJECT SCHEDULE

LOS CASTILLOS SUBDIVISION

County of Hidalgo , Texas

as of January 2009

DATE ⇨⇨⇨	FEB '09				MAR '09					APR '09				MAY '09				JUN '09					JUL '09				AUG '09					SEPT '09				OCT '09			
ACTIVITY DESCRIPTION ↓↓↓↓	2	9	16	23	2	9	16	23	30	6	13	20	27	4	11	18	25	1	8	15	22	29	6	13	20	27	3	10	17	24	31	7	14	21	28	5	12	19	26
PRELIMINARY PHASE Planning & Assesment, Environmental Documentation Assistance, Right-of-Way, Utility Coordination and Inventory, Field Data Collection, Topography, Etc.																																							
DESIGN PHASE Finalize Roadway Design, Finalize Drainage Design, Establish Sequence of Construction, Prepare Traffic Control Plan, Prepare Project Specific Details, Assemble Standard Drawings, Assemble PS&E Supporting Documents, Etc.																																							
CONSTRUCTION PHASE Construction Bidding and Award, & Construction of Project, Etc.																																							

EXHIBIT "D"

Engineers Agreement Rates

5.4.1. The Salary Costs used as a basis for payment means salaries and wages (basic and incentive) paid all ENGINEER's personnel engaged directly on the Project(s) and/or work task(s), including, but not limited to, engineers, architects, surveyors, designers, draftsmen, specification writers, estimators, other technical and business personnel; plus the cost of customary and statutory benefits including, but not limited to, social security contributions, unemployment, excise and payroll taxes, workers' compensation, health and retirement benefits, sick leave, vacation and holiday and other group benefits. For the purposes of this Agreement, the Engineer's current hourly rates are:

Engineer Rates:

EXHIBIT "D-1"

IZAGUIRRE
Engineering Group LLC.

Engineering Rates:

Position/Title:	FY 2009 Hourly Rate
Principal	$ 155.00
Senior Engineer	$ 145.00
Project Engineer	$ 135.00
Civil Engineer	$ 120.00
Senior Engineer Tech	$ 80.00
GIS Analyst	$ 75.00
CADD-Design Tech	$ 65.00
Utility Coordinator	$ 45.00
Clerical	$ 35.00
Runner	$ 25.00
Surveying	*Contract Rate*

7413 N. La Homa Rd. Mission Tx 78574
Phone: (956)240-0749
Fax: (956) 584-0049

EXHIBIT "D1"

Fee Breakdown

For and in consideration of the Services attached to this Agreement and to be rendered by the Engineer, the Owner shall pay the Engineer the Fee as defined in Article 5.1 of this Agreement, and as more particularly identified as follows:

Basic Services Fee	=	**$52,241.03**	
Phase I	=	40% of the **Service Fee**	$20,896.41
Phase II	=	40% of the **Service Fee**	20,896.41
Phase III	=	20% of the **Service Fee**	$10,448.21

Cost Proposal for Round III

Colonia	No. St(s)	Name of Street(s)	CSJ	Length (LF)	Survey Fee	Engineer Fee	Total
Brenda Gay	1	Alice Street	3C1080120	1275	$2,000.66	$ 6,802.25	$ 8,802.91
Chapa #2	2	Interior Loop & Belen St,	3C1080958	3339	$6,242.15	$ 21,223.31	$ 27,465.46
L & P	1	Garza Street	3C1080362	1250	$2,146.81	$ 7,299.16	$ 9,445.97
Los Castillos Est.	1	Amanda Street	3C1080423	1290	$1,483.34	$ 5,043.35	$ 6,526.69
						Total	$ 52,241.03

EXHIBIT "E"

HIDALGO COUNTY
Professional Engineering Services
Agreement #C-CAP-08-029C-00-00
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____ professional engineers of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide_____.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Engineer** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Engineer*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT
Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section _____ of the Agreement.

PART 4. FUNDING
This Work Authorization No.__ shall be funded through funding source:
Account No. _-_____-_____-_____-_____-_____-_____
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. **ACKNOWLEDGEMENT AND CONFIRMATION**
Acknowledgement and confirmation by Hidalgo County Precinct No.___
Commissioner_____ as to content and detail of this Work Authorization No. # ___.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. __:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on ____(DATE)___ as indicated below and effective as of _____ day of _____, 2008.

THE ENGINEER:
IZAGUIRRE ENGINEERING GROUP, L.L.C.

_____
By: Diana Izaguirre, President

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas III, County Judge

ATTEST:

_____
by: Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Estimated Cost Proposal

EXHIBIT "F"

SUPPLEMENTAL AGREEMENT FORM

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineers of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2008** concerning engineering for Preliminary, Design and Construction Phase Services for the Texas Department of Transportation Border Colonia Access Funded Colonias for Hidalgo County Precinct Number ___ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article 3.1 of the **Agreement**, (Termination Date), establishes that this Agreement is to terminate at the close of business on November 6, 2008; and,

WHEREAS, it has become necessary to amend the Agreement to extend the termination date of this Agreement.

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article 3.1 of the **Agreement**, (Termination Date), is revised to extend the termination date to the close of business on November 6, 2008.

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
IZAGUIRRE ENGINEERING GROUP, L.L.C.

BY:_____
Diana Izaguirre, President

Address for Giving Notices:
5522 North 10th Street
McAllen, Texas 78504

THE OWNER:
HIDALGO COUNTY

BY:_____
Juan D. Salinas III, County Judge

ATTESTED

By: _____
Arturo Guajardo Jr., County Clerk

LIST OF ATTACHMENTS

(as required)

EXHIBIT "G"
CERTIFICATE OF INSURANCE

Policy Number: FMFE100075 **EXHIBIT "G-1"** Date Entered: 11/6/2008

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/6/2008

PRODUCER
Davis Insurance Agency
2030 E. Griffin Parkway
Mission, Texas 78572

Phone: (956)581-9838
Fax: (956)519-1524

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
IZAGUIRRE ENGINEERING GROUP LLC

7413 N LA HOMA RD
MISSION, TX 78574

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FIRST MERCURY INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER PROFESSIONAL LIABILITY	FMFE100075	10/28/2008	10/28/2009	PER OCCURRENCE	$1,000,000
						AGGREGATE	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
EDINBURG, TEXAS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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EXHIBIT "G-2"

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/22/2009

PRODUCER
FELIPE FARIAS INSURANCE AGENCY
5103 S MCCOLL RD
EDINBURG, TX 78539
956-971-9100

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
IZAGUIRRE ENGINEERING GROUP, LLC
7413 N LA HOMA RD
MISSION, TX 78574

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SOUTHERN COUNTY MUTUAL	
INSURER B: FARMERS INSURANCE EXCHANGE	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC	604328332	01-22-09	01-22-10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 75,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC577983	11-06-08	11-06-09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
HIDALGO COUNTY
EDINBURG, TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Felipe Farias

ACORD 25 (2001/08)

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EXHIBIT "G-3"

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/5/2008

PRODUCER Phone: 210-658-9595 Fax: 210-658-9598
Consumers Insurance Agency, LLC
433 Kitty Hawk Drive, Suite 230
Universal City TX 78148

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE | NAIC #

INSURED
Primary Business Systems, LLC
433 Kitty Hawk Dr. # 226
Universal City TX 78148

INSURER A: Texas Mutual Insurance Co | 22945
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		☐ POLICY ☐ PRO-JECT ☐ LOC					
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001101931	11/18/2007	11/18/2008	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Alternate Employer: Izaguirre Engineering Group LLC
Coverage is provided to employees leased to Izaguirre Engineering Group LLC or subcontracted through Primary Business Systems, LLC

CERTIFICATE HOLDER

Izaguirre Engineering Group LLC
7413 N. La Homa Rd
Mission TX 78572

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

D. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

AI-13612 **17.I.1.**

Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e, legal notice, specifications-requirements, draft contract, etc.) as attached hereto for " Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc" (Bid No.2009-007).

BACKGROUND

1. Current Contract Expires on 03/10/09
2. Draft Contract Document was reviewed as to form by legal counsel on 01/26/09
3. Proposed Schedule Events:
   1st advertisement: 02/07/09
   2nd advertisement: 02/14/09
   Bid Opening Date: 02/23/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

$50,023.00 available funds as of 01/30/09.

Attachments

Link: Memo of Approval of Specifications/Legal Notice/Specifications/Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 02:59 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:32 PM	APRV
3	Rey Salazar	Rey Salazar	01/30/2009 08:45 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez Started On: 01/23/2009 11:31 AM

Final Approval Date: 01/30/2009

MEMORANDUM

RECEIVED
JAN 26 2009
By

To: Juan Tapia, Procurement Specialties
Hidalgo County Sheriff's Office

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 20, 2009**

Re: Request for Bids - **HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."**
Bid No: 09-007-00-00-MEG

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-11007-423-21-280-002-0-432

Arnoldo Martinez 1-26-09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, January 27, 2009 at 5:00p.m.

Enclosures

EXHIBIT "A"

Hidalgo County Sheriff's Office
RFB NO. 09-007-02-23-MEG

"SERVICE & MAINTENANCE TO GENERATORS LOCATED AT JAIL-LAW ENFORCEMENT CNTR-ETC."

SPECIFICATION

The Hidalgo County Sheriff's Office is requesting sealed bids for a one (1) year term for service/ maintenance and repair agreement along with a listing prices for the following P.M. 1, P.M. 2, and P.M. 3 for four (4) Caterpillar, one (1) Kohler 250 (Detroit Diesel) and one (1) Generac **SD 100 Generators** along with a repair hourly rate on and "As Needed Basis" with a mark up for parts, located at the Hidalgo County Sheriff's Office (Adult Detention Center, Motor Pool, Academy and **Sub Station Court house**). Participants **must** be authorized factory trained and certified to work on all Caterpillar equipment and its switch gear **(I S O Links, Zenith and ASCO series 300)**, along with Kohler (Detroit Diesel), **Generac SD 100 (Mitsubishi)** equipment and its switch gear. Participants **must** also use only genuine Caterpillar parts, **Detroit Diesel and Mitsubishi parts (filters oil, air, diesel, and misc. parts,** equal or better) and able to provide service/ maintenance and repair to generators in accordance with the National Electric Code (N E C), the life Safety Code, and the National Fire Protection Association and the Joint Commission. Technicians must be available (24) twenty–four hours (7) seven days a week. The following services will be provided in accordance with these specifications and the manufacturer recommendations.

Requirements, Terms & Conditions

1. Please provide with your sealed bid a technician fee on an "As needed basis" per hour (normal hours and after hours) and the percentage mark up rate for parts for repairing the mentioned generator(s)

2. All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto **HIDALGO COUNTY**.

3. Awarded vendor or vendors shall provide services for one year (1) with the County of Hidalgo Contract. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

4. **Hidalgo County** reserves the right to continue this bid for additional sixty (60) days Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

5. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

6. **Hidalgo County** reserves the right to award the bid to MULITPLE bidders if the County determines it is in its best interest to do so.

7. **Hidalgo County** reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

8. The awarded vendor will maintain all insurance requirements and its limits through out the agreement term, as described and listed in Exhibit "C" Insurance requirements.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

Description of Generators

	Manu factor	KW	Serial #	BUILDING	LOCATION
1	Caterpillar 3512 B	750	1GZ00708	Adult Det. Cent.	701 El Cibolo Rd. F.M. 162
2	Caterpillar 3512 B	750	1GZ00709	Adult Det. Cen.	701 El Cibolo Rd. F.M. 162
3	Cat. 3412 C	600	3FZ02548	Law Enforcement	711 El Cibolo Rd. F.M. 162
4	Cat. D 304	350	92B03273	Motor Pool	713 El Cibolo Rd. F.M. 162
5	Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	600	2095562	Academy	715 El Cibolo Rd. F.M. 162
6	Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	100	2091520	Courthouse Sally Port	100 N. Closner, Edinburg,Tx.

SCOPE OF SERVICES / MAINTENANCE FOR GENERATORS

PM LEVEL 1 Services are recommended Quarterly
PM LEVEL 2 Services are Recommended Annually
PM LEVEL 3 Services are Recommended every Three (3) years
TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually
LOAD BANK TESTING Recommended Annually

A. The following generators require one (1) P.M. LEVEL 2 for one of the quarters of this year.
- Gen. 1 Cat. 3512 B Gen set 750 KW 480 volt 3 PH
- Gen. 2 Cat. 3512 B Gen set 750 KW 480 volt 3 PH
- Gen. 3 Cat. 3412 C

B. The following generators require one (1) P.M. LEVEL 3 for one of the quarters of this year.
- Gen. 4 Cat. D-304
- Gen. 5 Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB
- Gen. 6 Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)

C. Generators will require three (3) P.M. LEVEL 1 broken down in quarters for the remainder of the year.
* Gen. 1 Cat. 3512 B
* Gen. 2 Cat. 3512 B
* Gen. 3 Cat. 3412 C
* Gen. 4 Cat. D-304
* Gen. 5 Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB
* Gen. 6 Generac SD100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)

An annual fuel sample with a report will also be required for all generator fuel storage tanks once a year. With an optional price of service for transfer switch scheduled maintenance and load bank testing on all six (6) generators.

DETAILED DESCRIPTION OF SCHEDULED MAINTENANCE SERVICE LEVELS

Scheduled Maintenance
PM LEVEL 1 – Services are recommended Quarterly

GENERAL

- Visual Inspection – Visual inspection of overall condition of unit to identify foreign objects, loose or broken fittings, guards, and components.
- Wipe off unit – Clean oil, coolant, fuel and acid deposits. Police generator area.

COOLING SYSTEM

- Radiator/Heat Exchanger – Visual inspection for leaks, damage, and debris. Check louver operation.
- Coolant – Visual inspection for correct level and condition of coolant (rust, oil, and contaminants). Check coolant conditioner concentration and temperature protection. Check filler cap gasket and sealing surface.
- Hoses and Connections – Visual inspection of all hoses for deterioration. Check tightness of connections.
- Fan Drive Pulley and Fan – Check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
- Fan Belts – Inspect for wear or deterioration. Check tension and adjust as necessary.
- Jacket Water Heater – Inspect for proper operation. Check thermostat settings for proper coolant temperature.
- Water Pump – Visual and operational inspection for leaks or unusual noises.

FUEL SYSTEM

- Fuel Tank – Visually inspect fuel tank system for leaks and fuel level. Test day tank pump for proper operation. Inspect fuel condition for contaminants.
- Water Trap/Separator – Drain water from fuel tank or water separator when possible.
- Fuel Lines and Connections – Inspect for leaks and tightness of connections. Check line brackets.
- Governor and Controls – Inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
- Fuel Filters (Primary/Secondary) – Inspect for damage, leaks and proper operation.
- Fuel Pressure – Operational check of gauge and correct pressure.

AIR INDICTION AND EXHAUST SYSTEM

- Air Filter Service Indicator – Note reading. Inspect for proper operation. Reset Indicator.
- Air Filter – Inspect. Clean as necessary
- Air Inlet System – Inspect piping and air filer housing for damage, loose connections, and evidence of leaks. Clean air filters housing if air filter is cleaned or replaced. Check housing seals and gaskets.
- Turbocharger – Inspect for oil leakage or exhaust leakage. Check for unusual noises and proper operation.
- Exhaust Manifold – Inspect for damage, loose or missing hardware, evidence of exhaust leakage and wet-stacking. Load bank recommendation.
- Exhaust System – Inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

LUBE OIL SYSTEM

- Oil Level – Inspect for correct oil level and contamination. Visual inspect unit for leaks.
- Oil Pressure – Operational check of gauge for correct pressure. Operational and visual inspection of prelube pump.
- Crankcase Breather – Inspect for proper operation. Check connections and inspect hose for deterioration. Note excessive blowby.
- Scheduled Oil Sample – Obtain oil sample for analysis (optional for Level 1).

STARTING SYSTEM

- Batteries – inspect for damage or leakage, clean acid neutralizer. Clean and tighten all battery cable connections.
- Batteries (Specific Gravity) – Check electrolyte level and specific gravity.
- Battery Charger – Inspect for proper operation, loose terminals, and deteriorated wiring.
- Starting Motor – Inspect electrical connections and wiring. For air starters, inspect oil jar and feeder operation. Operational check for abnormal engagement and cranking noises.
- Alternator – Inspect for proper operation, loose connections, and mounting hardware. Check belts, pulley and voltage output.

ENGINE MONITORS AND SAFETY CONTROLS

- Safety Controls – Check for: loose connections, and wiring deterioration.
- Remote Annunciator and Alarms – Inspect all panel and system alarms.

CONTROL PANEL

- Start Controls – Manual/Auto – Operational check for proper operation. Check automatic start (if allowed).
- Voltmeter – Operational check for correct readings. Check voltage level.
- Ammeter – Operational check for correct readings, if load is available.
- Frequency Meter – Operational check for correct readings. Load and no load readings, if possible.

Scheduled Maintenance

PM LEVEL 2 Services are Recommended Annually

(Includes All Services Level 1 Inspection, AS Well As The Following).

FUEL SYSTEM

- Fuel Filter – Replace. Inspect for proper sealing and operation.

LUBE OIL SYSTEM

- Oil and Filters – Change. Inspect all gaskets and seals.
- S.O.S – Obtain oil sample for analysis.
- Crankcase Breather – Inspect and clean or replace if applicable.

AIR INDUCTION SYSTEM

- Turbocharger – Check for oil leakage or unusual noises.
- Air Filter – Inspect. Clean or replace as necessary.

ENGINE MONITORS AND SAFETY CONTROLS

- Gauge Accuracy – Check oil pressure, water temperature, and alternator gauge for accuracy.
- Safety Controls – Inspect for proper operation, loose connections, and wiring deterioration. Check all safety controls for proper operation.
- Remote Annunciator and alarms – Inspect and test alarms for proper operation.

GENERATOR

- Generator Rear Bearing – Lubricate if applicable.
- Vibration Isolators – Check for proper adjustment and condition.

CONTROL PANEL

- Circuit Breakers – Inspect for free movement and tight connections, if accessible.

Scheduled Maintenance

PM LEVEL 3 Services are Recommended every Three (3) years

(Includes All Services Previously Listed Under **Level 1 and Level 2.** As Well As the Following)

COOLING SYSTEM

- Coolant – Drain, flush and replace coolant.
- Thermostats – Replace
- Fan Belts – Replace
- Hoses – Replace all cooling system hoses including jacket water heater hoses.

STARTING SYSTEM

- Batteries – Test
- Alternator Belt - Replace.

AIR INDUCTION AND EXHAUST SYSTEM

- Air Filter – Replace
- Adjust Valves and replace cover gaskets (as dictated by manufacturer's Operation and Maintenance Guide).

TRANSFER SWITCH SCHEDULED MAINTENANCE – Recommended Annually

INTERIOR WIRING COMPONENTS

- Perform visual inspection of all wiring and connections for signs of tracking, overheating, and insulation deterioration.
- Check and tighten, where necessary, all control circuit wiring terminals.
- Check manual switches for free movement and contact continuity.
- Check all time delay settings and adjust to the customer's specifications.
- Check condition of main and arcing contracts and auxiliary contracts.
- Check all common and ground wires. Measure and record resistance to ground readings.
- Check lug connections and mounting insulator bolts (de-energized switch).
- Megger test generator windings and rotor for proper resistance.
- Check for proper transfer operation and sequencing of time control relays.
- Calibrate all phase and voltage sensitive relays.
- Perform infrared heat scan on all cable connections. Clean and torque as necessary.

ENCLOSURE

- Wipe down.
- Clean interior of enclosure and remove accumulated dust and/or dirt.
- Check door closure, locking bar, and mechanism for proper operation.

MISCELLANEOUS

- Record findings of the inspection. Note corrective action taken.
- Report unsafe conditions.
- Report recommendations for replacement of major components.

LOAD BANK TESTING Recommended Annually (Required Annually For Most Applications)
(SEE NFPA 110 & NFPA 99)

In addition to your Scheduled Maintenance services, we also recommend having a two – (2) hour Load Bank Test performed annually, in conjunction with your regular service. This test will prevent a condition known as "wet stacking", which is the presence of carbon particles, unburned fuel, acids and condensed water in the exhaust system, which accumulates due to incomplete combustion caused by low combustion temperatures. The presence of continual black smoke during operation is an indication what wet stacking is occurring.

The NFPA 110 states the following regarding Load Bank Testing (this also applies to **NFPA 99** for Healthcare Facilities, pertinent information is underlined):

6-4 Operational Inspection and Testing.

6-4.1* Level 1 and Level 2 EPSS's, including all appurtenant components, shall be exercised under load at least monthly.

Exception: If the generator set is being used for standby power or for peak load Shaving, such use shall be recorded and shall be permitted to be substituted for scheduled operations and testing of the generator set, provided the appropriate data are recorded.

6-4.2* Generator sets in Level 1 and Level 2 service shall be exercised at least once monthly, for a minimum of 30 minutes, using one of the following methods.

(a) Under operating temperatures conditions or at not less than 30 percent of the EPS nameplate rating

(b) Loading that maintains the minimum exhaust gas temperatures as recommended by the manufacturer.

The date and time of day for required testing shall be decided by the owner, based on facility operations

6-4.2.2 Diesel-powered EPS installations that do not meet the requirements of 6-4.2 shall be exercised monthly with the available EPSS load and exercised annually with supplemental loads at 25 percent of the nameplate rating for 30 minutes, followed by 50 percent of the nameplate rating for 30 minutes, followed by 75 percent of the nameplate rating for 60 minutes, for a total of 2 continuous hours.

In summary, the engine needs to be exercised at monthly intervals. This must be done at the manufacturer's recommended operating temperature, which can only achieved by running it under recommended load (usually 30 % to 50 % of the generator's designed capacity). If this is not possible due to the inability to transfer adequate building loads to the generator, a Load Bank Test will be required to satisfy the supplemental load requirement.

Load Bank Testing for a minimum of two continuous hours at 80-100 % of the nameplate rating on the customer's generator, which will exceed the requirements of the requirements of the National Fire Protection Association. Unless otherwise specified by the customer.

MEGOHMETER TESTING

Test main stator, main rotor, exciter, and exciter rotor. Record data for reference.

FUEL ANALYSIS – Recommended Annually

Property	Test Methods (*)	Low Sulfur No. 1-D	No. 1-D	Low Sulfur No. 2-D	No. 2-D	No. 4-D
Flash Point C, min	D 93	38	38	52	52	55
Water and Sediment, % vol, max	D 2709 D 1796	0.05	0.05	0.05	0.05	0.05
Distillation temperature, C 90 % vole covered Min Max	D86	288	288	282 338		
Kinematic Viscosity, 40 C sCt Min Max	D445	1.3 2.4	1.3 2.4	1.9 4.1	1.9 4.1	5.5 24
Ash, % mass, max	D482	0.01	0.01	0.01	0.01	0.1
Sulfur, % mass,max	D2622	0.05	0.05	0.05	0.05	2
Copper strip corrosion, 3 hr at 50 C, max rating	D130	No. 3	No. 3	No. 3	No. 3	
Cetane number, min	D613	40	40	40	40	30
One of he following: 1) Cetain index min 2) Aromaticity, % vol, max	D976 D1319	40 35		40 35		
Ramsbottom carbon residue on 10 % distillation residue, % mass, max	D524	0.15	0.15	0.35	0.35	

Fuel analysis should include, but is not limited to testing for the following in accordance with ASTM D 975 Requirements for Diesel Fuel Oils (from Chevron "Diesel Fuels Technical Review", Copyright 1998, P.34):

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

Hidalgo County Is Requesting That Any And All Questions, Inquiries, And Clarifications Regarding Quotes, Bids, Proposals, Or Statements Of Qualifications Be Addressed To, Martha L. Salazar, Cppb, Purchasing Agent, Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas 78539 **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY FEBRUARY 16, 2009, BY 5:00 P.M. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICATIONS VIA FACSIMILE BY NO LATER THAN, **WEDNESDAY FEBRUARY 18, 2009, BY 5:00 P.M.**

Bid No: 09-007-02-23-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE & MAINTENANCE FOR GENERATORS at JAIL- LAW ENFORCEMENT CNTR-ETC"

BID OPENING DATE: FEBRUARY 23, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS AT JAIL-LAW ENFORCEMENT CNTR-ETC"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-09-007-02-23-MEG HIDALGO COUNTY SHERIFF'S OFFICE "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC"** and in County's Purchasing Department, Physical: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M. MONDAY, FEBRUARY 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-09-007-02-23-MEG HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC"** . Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino (956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**February 23 , 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

Code Ch. 2253.

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

19. **Ethical Standards:**

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

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

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

20. **Disclosure of Conflict of Interest**

. **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business**

with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE-
"SERVICE & MAINTENANCE FOR GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC" "
BID NO.: 09-007-02-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 - Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-007-00-00

THIS CONTRACT is made and entered into this _____ day of _____, 2009 by and between the **County of Hidalgo, Texas** ("County"), and _____a Texas Corporation ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Service/Maintenance and Repairs for Generators at the County Jail-Law Enforcement Center-Etc"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

DRAFT

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year ("on an as needed basis"),** commencing _____, 2009, expiring on _____, 2010. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

DRAFT

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

DRAFT

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: _____

By:_____
Printed Name: _____
Title:_____

DRAFT

AI-13703 **17.I.2.**

Services & Maintenance to the Adult Detention Electronic System Part 2

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (e.i. Legal Notice, Specifications-Requirements, etc. Draft Contract) as attached hereto for " Service and Maintenance to the Adult Detention Facility Electronic Systems Part 2"(Bid No. 2009-056)-MEG

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

$50,023.00 available balance as of 01/30/09.

Attachments

Link: Legal Notice

Link: Specification/Requirements

Link: Draft Service Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:47 PM	APRV
2	Rey Salazar	Rey Salazar	01/30/2009 08:19 AM	APRV
3	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez Started On: 01/29/2009 01:47 PM

Final Approval Date: 01/30/2009

Bid No: 2009-056-00-00-MEG	Buyer: Elena Gomez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE and MAINTENANCE to the ADULT DETENTION ELECTRONICS SYSTEM PART 2"

BID OPENING DATE:
Date, Month, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281 - Administration Building
Edinburg, Texas 78539

956 318-2626 Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-: 2009-056-00-00-MEG HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,DATE, MONTH, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB:2009-056-00-00-MEG -HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

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5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

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15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE-"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
ATTN.: Guadalupe Lupe Trevino
(956) 383-8114

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	**MONTH, DATE 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

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

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

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

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

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION ELECTRONICS SYSTEM PART 2"
BID NO.: : 2009-056-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"SERVICE AND MAINTENANCE TO THE ADULT DETENTION FACILITY ELECTRONICS SYSTEMS PART 2"
RFB NO: 2009-056-00-00-MEG

SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking to contract with a qualified bidder to conduct "MAINTENANCE SERVICE TO THE ADULT DETENTION ELECTRONICS AND MAINTENANCE SYSTEM PART 2" on an "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize state awarded contracts from its membership with their existing or new cooperatives whenever it is in the county's best interest to do so.

3. Vendor shall have been in business (in this field) for a minimum of three (3) years

4. A list of a minimum of three (3) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   A). Company
   B). Contact Person
   C). Phone Number
   D). Work Preformed
   E).Contract Term

5. Vendor submitting bid will use authorized service technicians for:

   A. Manufactured through Montgomery technology incorporated Hardware and software:

      1. System interface control panel boards
      2. Touch screen monitor systems
      3. Opening and/or closing jail door locking system
      4. Cameras and intercom systems programmable logic controllers

6. Vendors submitting bid must warranty all work performed.

7. Vendor must submit and maintain all proper insurances for the duration of contract term (refer to EXHIBIT C).

8. All prices for inspections, repairs and maintenance shall include consideration for hourly rate plus parts percentage mark up (if applicable).

9. All billing invoices will be itemized (parts, labor, etc....)

10. The term of the contract will be for one (1) year with the county's option to extend additional one (1) year under the same rates, terms and conditions.

11. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

12. Award of bid: Hidalgo County reserves the right to:
    - **A.** Separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements;
    - **B.** Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting **the lowest and best bid for approval**; and
    - **C.** Award the bid to one bidder or to multiple bidders if the county determines it is in the best interest to do so.
    - **D.** The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

13. **Market Volatility and Unit Price Adjustments**:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change.

Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

1. Respond time upon call on regular basis: _____ hours

   Respond time upon call on emergency basis: _____ hours

2. Travel time from area: (how many times we will be charged travel Expenses upon call) _____

3. What will be the travel cost by fee on hourly rate: _____

Vendor must be able to respond within reasonable time for onsite repairs.
Vendor must also be available for troubleshooting via telephone.
Please submit a respond time to location and respond time for troubleshooting.

Additional information

Hidalgo county is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids,

proposals, or statements of qualifications be addressed to, Martha l. Salazar, CPPB, purchasing agent, postal/mailing: 2812 s. Business Highway 281, new administration building, Edinburg, Texas 78539 T**elephone inquiries will not be accepted.**

All written inquiries will be accepted via facsimile no later than, month date, 2009, by 5:00 p.m. responses to said inquiries will be sent to all applications via facsimile by no later than, month date, 2009 , by 5:00 p.m.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-056-00-00

THIS CONTRACT is made and entered into this_____day of_____**, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____**.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the

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Specifications within **Hidalgo County** following a request for Services by the **Department Head, Commissioners, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons

DRAFT

connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any

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reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

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

By:_____

DRAFT

AI-13668 **17.J.1.**

Authority to Purchase - Computer Software AutoCAD 2009 Standalone License

CC REGULAR

Date:	02/03/2009
Submitted By:	Matilde Faz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Planning Department

Information

CAPTION

Requesting authority to purchase computer software, equipment and/or peripherals through our membership/participation with (DIR) Department of Information Resource through the following awarded vendor DLT Solutions, Inc. contract DIR-SDD-513 for the Planning Department, requisition #147855 for the total amount not to exceed $6,677.04. Effective: 01/31/09-01/30/11

BACKGROUND

Requisition# 147855

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-10-210-001-0-336/747

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

BUDGETARY IMPACT:

Available balance in 336 & 747 is $4,225.98 & $77,285.00 (respectively) as of 1/30/09.

Attachments

Link: Standalone License Renewal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:30 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 03:39 PM	APRV
3	Manuel Chapa	Manuel Chapa	01/30/2009 11:36 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Matilde Faz Started On: 01/28/2009 03:03 PM

Final Approval Date: 01/30/2009

Requisition

Req # 00147855

PO #

Date: 01/26/09

Regular # 13668 2/3/09

Bill To: x
x

Vendor : 272671
DLT SOLUTIONS, INC.
P.O. BOX 102549
ATLANTA GA 30368
FAX (703)709-8450

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req#16

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	9701-0107s AutoCAD 2009 Standalone License DVD	3,196.01	6,392.02
2.00	EACH	9701-0107xw1 AutoCAD 2009 Subscription - 1 year Prorated 4 months to be merged to Contract 340-26356533, to expire 04/26/2009	142.51	285.02
		Account No	Encumbrance	
		9-1100-419-10-210-001-0-336	285.02	
		9-1100-419-10-210-001-0-747	6,392.02	
			Freight	.00
			Total	6,677.04
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

DIR 513

Authorized By: _____

DLT SOLUTIONS INC.

Price Quotation

Quote: 3277182
Reference: 484798
Date: 01/14/2009
Expires: 02/13/2009

To: Ms. Irma Celia Castillo
Hidalgo County Planning Dept
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchd.org

to purchase two
Req #147855

From: Alison Kirschner
DLT Solutions, Inc.
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 708-9614
Fax: (866) 708-6705
Email: alison.kirschner@dlt.com

#	Part No.	Description	Qty	Contract	Unit Price	Ext. Price
1	9701-0107s	AutoCAD 2009 Standalone License DVD	747 2	OM	$3,196.01	$6,392.02
2	9701-0107xw1	AutoCAD 2009 Subscription - 1 Year Subscription prorated 4 months to be merged to Contract #340-26356533, to expire 4/26/2009	2 336	OM	$142.51	$285.02

Quoted on behalf of The DC Cadd Company, your local Authorized Autodesk Reseller to have support

Total: $6,677.04

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, Inc.
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, Inc.
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, KS, LA, MA, MD, MS, NC, NV, OH, RI, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

DLT SOLUTIONS INC

Price Quotation

Quote: 3277182
Reference: 484798
Date: 01/14/2009
Expires: 02/26/2009

To: Ms. Irma Celia Castillo
Hidalgo County Planning Dept
1304 South 25th Avenue
Attn: Irma Castillo
Edinburg, TX 78539

Phone: (956) 318-2840
Fax: (956) 318-2844
Email: irma.castillo@hchd.org

From: Alison Kirschner
DLT Solutions, Inc.
13861 Sunrise Valley Drive
Suite 400
Herndon, VA 20171

Phone: (703) 708-9614
Fax: (866) 708-6705
Email: alison.kirschner@dlt.com

#	Part No.	Description	Qty	Contract	Unit Price	Ext. Price
1	9701-0107s	AutoCAD 2009 Standalone License DVD	2	TX-A-2	$3,196.01	$6,392.02
2	9701-0107xw1	AutoCAD 2009 Subscription - 1 Year	2	TX-A-2	$106.88	$213.76
		Subscription prorated 3 months to be merged to Contract #340-26356533, to expire 4/26/2009.				
	NOTE	***After 2/26/2009 Prorations will have to be changed, which means prorations will have to be changed***				

Quoted on behalf of The DC Cadd Company, your local Authorized Autodesk Reseller

Total: $6,605.78

Contract Number: OPEN MARKET
DUNS #: 78-646-8199
Federal ID #: 54-1599882
CAGE Code: 0S0H9
FOB: Destination
Terms: Net 30 (On Approved Credit)
DLT accepts VISA/MC/AMEX
DLT's standard Terms & Conditions apply

PLEASE REMIT PAYMENT TO:

ACH: DLT Solutions, Inc.
SunTrust Bank
ABA # 061000104
Acct # 1000032705898

-OR-

Mail: DLT Solutions, Inc.
PO Box 102549
Atlanta, GA 30368

Customer orders subject to applicable sales tax in: CA, CO, CT, DC, FL, KS, LA, MA, MD, MS, NC, NV, OH, RI, TN, TX, VA, WA, WI

The terms and conditions of the Manufacturer's standard commercial license and subscription agreement are made a part of this quotation and shall govern purchaser's use of any Manufacturer product. Contact the DLT Sales Rep if further information is required.

DLT SOLUTIONS INC.

Price Quotation

Quote: 3277182
Reference: 484798
Date: 01/14/2009
Expires: 02/26/2009

Documentation to be submitted to validate Invoice for payment:
a. Authorized Services shall be invoiced with a corresponding time report for the period of performance identifying names, days, and hours worked.
b. Authorized reimbursable expenses shall be invoiced with a detailed expense report, documented by copies of supporting receipts.
c. Authorized Education or Training shall be invoiced with a Report identifying date and name of class completed, and where applicable the name of attendees.

How to Order

- For product and pricing information, visit the DLT website **(not currently available)** or call the vendor representative at 703-708-9127.
- Generate a purchase order, made payable to **DLT Solutions, Inc.**
  Note: You must reference **Contract Number DIR-SDD-513** on your purchase order.
- Fax your purchase order to DLT Solutions at 703-709-8450.

Contract Information

To view the PDF files below, use the free Adobe Acrobat Reader.

DIR-SDD-513 Contract expires 05/09/2009 (33 KB)
Appendix A, Standard Terms and Conditions (68 KB)
Appendix B, HUB Subcontracting Plan (79 KB)
Appendix C, Product and Pricing Index, updated 05/09/2009 (44 KB)
Appendix D, Software License Agreement (43 KB)
Appendix E, Service Agreement (12 KB)
Amendment 1 (34 KB)

Contacts

DLT Contact
Cathy Coggin
Phone: 703-708-9127
Fax: 703-709-8450

DIR Contract Contact
Phyllis Benitez

AI-13608 **17.K.2.**

Bio Hazardous Waste Disposal Services

CC REGULAR

Date:	02/03/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Requesting authority to advertise and approval of Procurement Packet (i.e. Legal Notice, Specifications-Requirements, etc. Draft Contract) attached hereto for "Bio Hazardous Waste Disposal Service"-Hidalgo County (Bid No. 2009-005)

BACKGROUND

1. Current Contract Expires: 03/01/09
2. Draft Contract Document was reviewed as to form by legal counsel on 01/27/09
3. Proposed Schedule Events:
   1st advertisment: 02/07/09
   2nd advertisment: 02/14/09
   Bid Opening Date: 02/23/09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-32-330-001-0-421

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $3,772.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-421

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

BUDGETARY IMPACT:

Available Balance for year calendar year 2008 $6,035.76, pending rollover to calendar year 2009.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-003-0-421

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $619.60.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-421

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

BUDGETARY IMPACT:

Available Balance as of 1-29-09 $4,500.00.

Attachments

Link: Memo of Approval of Specifications/Legal Notice/Specifications/Draft Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 02:52 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 02:54 PM	APRV
3	Ivan Cantu	Ivan Cantu	01/29/2009 03:27 PM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Elena Gomez Started On: 01/23/2009 11:06 AM

Final Approval Date: 01/30/2009

MEMORANDUM

To: Eddie Olivarez, Director
Hidalgo County Health Department

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: **January 14, 2009**

Re: Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Health Department "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE,** please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 9-1100-441-00-340-003-0-421

Eduardo Olivarez 1/22/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.

Enclosures

MEMORANDUM

To: Anacleto Martinez, Chief Deputy
Attn: Juan Tapia, Procurement Specialist
Hidalgo County Adult Detention Facility

From: Elena Gomez, Buyer
Hidalgo County Purchasing Department

Date: **January 14, 2009**

Re: Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Sheriff's Office "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☐	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☑	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT #: 9-1104423-21-280-002-0-421

Anacleto Martinez 1-27-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.

Enclosures

juan tapia

From: juan tapia [juan.tapia@hidalgoso.org]
Sent: Tuesday, January 27, 2009 11:15 AM
To: 'Elena Gomez'
Cc: Anacleto.Martinez@hidalgoso.org; Virginia.Rodriguez@hidalgoso.org
Subject: FW: 09-005- Bio Hazardous Waste Disposal Services

Elena

Enclosed you will find reply from Sylvia Sinder, RN for the Infirmary actual requirements for our new contract Thanks JT

From: Sylvia Sinder [mailto:sylvia.sinder@hidalgoso.org]
Sent: Tuesday, January 27, 2009 10:32 AM
To: juan tapia
Cc: joe.jackson@hidalgoso.org; pete.trevino@hidalgoso.org; rene.gonzalez@hidalgoso.org
Subject: Re: 2009-005 Bio Hazadrous Waste Disposal Services

We will require;

1. At leat 20 additional sharps containers.
2. 4 small portable sharps containers.
3. 4 additional biohard boxes with the bio hazard bags.
4. Increase the pick up to every 2 weeks or bi-monthly.
5. A current OSHA Manual. It is normal business practice for these types of companies to provide a manual and a training cd/dvd for staff. It also has forms and OSHA regulatory standards.
6. Commander and I also discussed changing the storage and pick up location back to the sally port.

thank you

Sylvia Sinder,RN

-----Original Message-----
From: "juan tapia" <juan.tapia@hidalgoso.org>
Sent 1/26/2009 10:59:15 AM
To: Pete.Trevino@hidalgoso.org, Sylvia.Sinder@hidalgoso.org
Cc: Anacleto.Martinez@hidalgoso.org, Rene.Gonzalez@hidalgoso.org,
Virginia.Rodriguez@hidalgoso.org, "'Elena Gomez'" <elena.gomez@co.hidalgo.tx.us>
Subject: FW: 2009-005 Bio Hazadrous Waste Disposal Services

MEMORANDUM

To: Israel "Buddy" Silva, Chief
Hidalgo County Juvenile Detention

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

RECEIVED JAN 22 2009 BY

Date: January 14, 2009

Re: Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County Juvenile Detention "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ✓ YES / _____ NO/_____ Other

(Specify)_____

BUDGET ACCOUNT #: 9-1100-423-32-330-001-0-421

Israel "Buddy" Silva Jr 1-22-09

AUTHORIZED SIGNATURE PRINTED NAME DATE

Joe Ochoa 1-22-09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.

Enclosures

MEMORANDUM

To: Norma Longoria, Director
Hidalgo County WIC Program

From: Elena Gomez, Buyer
Hidalgo County Purchasing Dept.

Date: January 14, 2009

Re: Bid No. 2009-005-00-00-MEG Approval of Specifications for Hidalgo County WIC Department "BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

Please review the following **SPECIFICATIONS** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If you mark **DISAPPROVE**, please make any and all modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE	DISAPPROVE

APPROVED WITH MODIFICATIONS ☑

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT #: 9.1292.44.00.350.001.9.421

Norma L Longoria Norma Longoria 01/22/09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than TUESDAY, JANUARY 20, 2009 at 5:00p.m.

Enclosures

ATTACHEMENT TO EXHIBIT "A"
SCHEDULE
BIO-HAZARDOUS MEDICAL WASTE
BID NO: 2009-005-00-00-MEG

	WIC DEPARTMENT ONLY CLINIC LOCATIONS	How often	Qty of Containers
1	Edinburg Clinic 1105 E. Schunior Edinburg, Texas	2x mthly	up to 3
2	La Joya WIC 204 W. 2 nd La Joya, Tx	2x a mthly	
3	Mission WIC 211 S. Schuback Mission, Tx	2x mthly	
4	Las Milpas WIC 701 S. Cage Pharr, Tx	1x a mthly	
5	McAllen WIC 300 E. Hackberry McAllen, Tx	1x a mthly	
6	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	3x a mthly	
7	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mthly	
8	~~San Juan WIC~~ ~~524 N. Nebraska~~ ~~San Juan, Tx.~~	~~2 mths only~~	
9	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mthly	
10	Alton WIC Between Glasscock & Shary Rd Alton, Tx	1x a mthly	
11	Donna WIC 301 S. 8 th Donna, Tx	1x a mthly	
12	Sullivan WIC W. Hwy 83 Sullivan, Tx	1x mthly	
13	Weslaco WIC ~~I~~ 1901 N. Bridge Weslaco, TX	1x a mthly	
14	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	Once every 1x a mthly ~~other month~~	

	Clinic	How often	Qty of Containers
15	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	Every other mthly	
16	Edinburg WIC II 115 Dawson Edinburg, Tx	1x a mthly	
17	Mission WIC II 722 N. Breyfogle Mission, Tx	1x a mthly	
18	Mercedes WIC 504 S. Texas Mercedes, Tx	1x a mthly	
19	McAllen WIC II 220 S. Bicentennial McAllen, Tx	1x a mthly	
20	McAllen WIC III 3001 S. 23 rd McAllen, Tx	1x a mthly	
21	Pharr WIC II 926 S. Sam Houston Suite 3 McAllen, Tx	Every 3 mths	
22	San Juan WIC 509 Earling Rd. San Juan, Tx	1x a mthly	
23	San Carlos WIC (San Carlos Comm. Center) East Hwy 107 (230 N. 86 th St) San Carlos, Tx	Every 2 mths	
24	Alton WIC II 3519 N. Main Suite B Mission, Tx	1x a mthly	
25	Alamo WIC 3131 E. Bus. 83 Suite 113 Alamo, Tx	1x a mthly	
26	Weslaco WIC II 417 S. Oregon Weslaco, TX	1x a mthly	
27	Elsa WIC 708 E. Edinburg Elsa, Tx	1x a mthly	
28	Roma WIC 1505 N. Grant Roma, Tx	1x a mthly	
	Roma WIC #2 1429 S. Tower Rd.	1x a month.	

REQUEST FOR BIDS

Hidalgo County
Edinburg, Texas

Bio Hazardous Waste Disposal Services

FEBRUARY 23, 2009

Contact Person:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
100 E. Cano, 4th Floor - Administration Building
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-03

1. Sealed bids will be received for Hidalgo County **"Bio Hazardous Waste Disposal Services,"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID NO: 2009-005-02-23-MEG "Bio Hazardous Waste Disposal Services"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, on or before 9:30 A.M., **Monday FEBRUARY 23, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: **A)** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B)** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C)** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are own to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
2812 S. Bus. Hwy 281
Edinburg, Texas 78539
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"Bio Hazardous Waste Disposal Services"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.
- Contact persons for Billing and Payment questions:

Hidalgo County WIC Dept.
Attn: Norma Longoria
3105 W. University Dr.
Edinburg, Texas 78539
956-381-4646

Hidalgo County Adult Detention Facility
Attn: Anacleto Martinez, Chief Deputy
701 E. Cibolo Rd.
Edinburg, Texas 78539
956-393-6020

Hidalgo County Juvenile Detention
Attn: Israel "Buddy" Silva, Chief
1001 N. Doolittle Rd.
Edinburg, Texas 78539
956-587-6200

Hidalgo County Health Dept.
Attn: Edwardo Olivarez, Director
3105 E. Schunior
Edinburg, Texas 78539
956-383-6221

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**FEBRUARY 23, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

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

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

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

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

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

19. **ETHICAL STANDARDS:**

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

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

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

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the bid;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until **(a)** the contract expires, **(b)** delivery and acceptance of products, and/or performance of services ordered, or **(c)** terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
Bio Hazardous Waste Disposal Services
Bid No: 2009-005-02-23-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing /Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:_____

Address:_____

By:_____

Printed Name:_____

Title:_____

Exhibit "A"
HIDALGO COUNTY
BIO-HAZARDOUS WASTE DISPOSAL SERVICES
BID NO. 2009-005-02-23-MEG

SPECIFICATIONS:

1. Bidder must identify the landfill site to which solid waste materials are to be delivered. In the event Bidder is not the owner or operator of the landfill site, Bidder shall provide County with copies of documents authorizing Bidder to dispose of bio-hazardous waste materials in such landfill. Bidder shall provide a copy of the current permit for the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous waste products. In addition, Bidder should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous waste collection and disposal business.

2. Bidder will be required to collect all bio-hazardous waste material generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Department and their Mobile Clinics. Bidder should specify the following.

   A. Size and Description of Containers to be provided by Bidder.
   B. Cost per item of "Sharp" containers. (County may elect to provide its own "Sharp" containers.)
   C. Collection Schedule required as follows:
      1. **WIC Departments & Mobile Clinic (See Attachments to Exhibit A)**
      2. **Juvenile Detention- Schedule Flexible**
      3. **Adult Detention Facility (Sheriff Office)- Schedule Flexible**
      4. **Health Dept & Mobile Clinic- Schedule Flexible**

   D. Charge per collection, including basis for such charge (e.g., container size, volume of materials actually collected, etc.).
   E. Additional fees such as landfill charges, transportation charges, etc.

3. Pricing based on container size is preferred. (e.g. 4 quarts)

4. Bidder must include price bid for any additional clinics that may open up throughout contract term.

TERMS & CONDITION:

5. The term of the requirements contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional year, under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.

6. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

7. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.

8. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

10. Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures and certify that the manifest are in compliance with state and federal regulations to bio-hazardous waste disposal.

11. Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

12. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

13. County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

14. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

15. All costs and expenses associated with the preparation and submission of bids shall be the responsibility Of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

16. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

17. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, MONDAY, FEBRUARY 16, 2009 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **WEDNESDAY, FEBRUARY 18, 2009 by 5:00 P.M.**

ATTACHEMENT TO EXHIBIT "A"
SCHEDULE
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"
BID NO: 2009-005-02-23-MEG

	WIC DEPARTMENT ONLY CLINIC LOCATIONS	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Edinburg Clinic 3105 E. Schunior Edinburg, Texas	2x mthly	Up to 3	15	Edinburg WIC Mobile 3105 W. University Edinburg, Tx	Every other mthly	
2	La Joya WIC 204 W. 2 nd La Joya, Tx	1x a mth		16	Edinburg WIC II 113 Dawson Edinburg, Tx	1x a mth	
3	Mission WIC 211 S. Schuback Mission, Tx	2x mthly		17	Mission WIC II 722 N. Breyfogle Mission, Tx	1x a mth	
4	Las Milpas WIC 7013 S. Cage Pharr, Tx	1x a mth		18	Mercedes WIC 504 S. Texas Mercedes, Tx	1x a mth	
5	McAllen WIC 300 E. Hackberry McAllen, Tx	1x a mth		19	McAllen WIC II 220 S. Bicentennial McAllen, Tx	1x a mth	
6	Progreso WIC 5 Mile S. Bus 83 FM 1015 Progreso, Tx	3x a mthly		20	McAllen WIC II 3001 S. 23rd McAllen, Tx	1x a mth	
7	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mth		21	Pharr WIC II 926 S. Sam Houston Suite 3 McAllen, Tx	Every 3 mths	
8	San Juan WIC 524 X. Nebraska San Juan, Tx	2 mths only		22	San Juan WIC 509 Earling Rd. San Juan, Tx	1x a mth	
9	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mth		23	San Carlos WIC (San Carlos Comm. Center) East Hwy 107 (230 N. 86th St) San Carlos, Tx	Every 2 mths	
10	Alton WIC Between Glasscock & Shary Rd. Alton, Tx	1x a mth		24	Alton WIC II 3519 S. Main Suite B Mission, Tx	1x a mth	
11	Donna WIC 301 S. 8th Donna, Tx	1x a mth		25	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	1x a mth	
12	Sullivan WIC W. Hwy 83 Sullivan, Tx	3x mthly		26	Weslaco WIC II 417 S. Oregon Weslaco, TX	1x a mth	
13	Weslaco WIC I 1901 N. Bridge Weslaco, TX	1x a mth		27	Elsa WIC 708 E. Edinburg Elsa, Tx	1x a mth	
14	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	1x every other month		28	Roma WIC 1505 N. Grant Roma, Tx	1x a mth	
				29	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	1x a mth	

	JUVENILE DETENTION LOCATION	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	1x mthly					

	SHERIFF'S OFFICE LOCATION	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	2 x mthly	20				

The Sheriff's Office is requesting at the time of awarding the Bid. If the awarded vendor can supplies them with, **4 small portable sharp containers, 4 additional Bio Hazardous boxes with the Bio Hazardous bags.** A current OSHA Manuel, provide a manual and a training CD/DVD for staff. Due to OSHA regulatory standards.

	HEALTH DEPT & MOBILE CLINIC LOCATIONS	How often	Qty of Containers		Clinic	How often	Qty of Containers
1	Health Pulmonary Clinic 1304 S. 25th Ave, Edinburg, Tx			4	Elsa WIC 708 E. Edinburg Elsa, Tx	1x mthly	
2	Edinburg Clinic 3105 E. Schunior Edinburg, Tx	2x a mthly		5	Pharr WIC 1903 W. Fir Pharr, Tx	1x a mthly	
3	Mission WIC 211 South Schuback Mission, Tx	2x a mthly		6	Hidalgo WIC 702 Tejano Street Hidalgo, Tx	1x a mthly	

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-09-005-00-00

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is entered into effective as of the____day of____2009 between the County of Hidalgo, Texas ("County") and _____a Texas Corporation ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit proposals for the collection and disposal of waste materials generated by Hidalgo County Health Department Clinics and Mobile Clinic, the WIC Department Clinics and Mobile Clinic, the Hidalgo County Adult Detention Facility and the Hidalgo County Juvenile Probation Department in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids for Bio-hazardous Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

Whereas, Contractor has submitted a proposal to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Proposal"); and

Whereas, County has determined that Contractor's Proposal constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all Hidalgo County Health Department Clinics and Mobile Clinic, the Hidalgo County WIC Department and Mobile Clinic, the Hidalgo County Sheriff's Department, and the Hidalgo County Juvenile Probation Department on an "on call" basis for a term of one (1) year from and after the effective date hereof. County may, in its sole discretion, elect to extend this Agreement for an additional one (1) year term upon written notice to Contractor not later than thirty (30) days prior to the expiration of the initial term. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC §330.2) in the dedicated medical waste containers provided by Contractor prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers and contents shall be Nineteen and 00/100ths Dollars ($19.00) per container. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials. Copies of Contractor's permit(s) for operation of medical waste collection and transportation service in Texas, and for operation of a medical waste disposal service at the disposal facility, owned and operated by the City of Center are attached hereto as items 1 and 2 of Exhibit "B".

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and

transport operations or the disposal of waste at the locations described in paragraph 3, above. In addition, Contractor will notify County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility at the locations described in paragraph 3, above.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor's or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

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

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

7.03 **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

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

7.05 **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall

be in writing and shall either be (I) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: Hon. Juan D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Contractor: _____
_____
_____

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

7.06 **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.

7.07 **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

7.12 **Termination.** This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Company: _____

By: _____

Printed Name: _____

_____

Juan D. Salinas III, County Judge

ATTEST:

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

By: _____

_____

Arturo Guajardo Jr., County Clerk

AI-13673 **17.K.3.**

Bank Depository and/or Remittance-Processing (Lockbox) Agreement
CC REGULAR

Date:	02/03/2009
Submitted By:	Ramon Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Co. Wide

Information

CAPTION

Presentation for discussion, consideration, action and/or approvals in connection with: Bank Depository and/or Remittance-Processing (Lockbox) Agreement including but not limited to, the following:

A. Response received from First National Bank regarding County request to renegotiate current agreement for an additional two (2) year term;
1. negotiation team report and recommendation; if necessary;
2. approval of renewal contract with current depository; or , in the alternative;

B. Authority to advertise Bank Depository and/or Remittance Processing (Lockbox) and/or Other Agreements (i.e. Trust Account Services) pursuant to Texas Local Government Code, Chapter116: Depositories for County Public Funds" with proposed publication dates of:
1. 2-07-09, 2-14-09 & 2-21-09 with application acceptance date on CC meeting/agenda of 3-03-09; or
2. 2-14-09, 2-21-09 & 2-28-09 with application acceptance date on CC meeting/agenda of 3-10-09;

C. Appointment or designation of "evaluation Committee" to score, grade and evaluate applications:
1. same as "negotiation team" members; or,
2. others

BACKGROUND

A. Status report on Option available to Counties under Texas Local Government Code 116-Depository and Sub depository Contracts more specifically contracting terms detailed in Chapter 116-Depository and Sub depository Contracts more specifically contracting terms detailed in Chapter 116.021 (a) (b) (c);
1. Renegotiated current agreement for and additional 2 year term;

B. Authority to Advertise Bank Depository and/or Remittance-Processing (Lock-box) Agreement pursuant to Texas Local Government Code. Chapter 116 (Vernon 1988 and Supp. 1999)' "Depositories for County Public Funds" (copies of Chapter 116 and

proposed ad copy attached hereto);

C. Approval of the proposed advertising dates for Bank Depository and/or Remittance-Processing (Lock- box) Agreement Specification Packets subject to legal review and therefore the publication dates proposed are:

1. February 7th, 14th. and 21st. with acceptance date for bank applications/proposals/bids at CC meeting of 3-3-09 pursuant to 116

D. Appointment or designation of "Evaluation Committee" to score and evaluated Bank Depository & Remittance-Processing (lock- box) Bank Applications filed with the Court;

Notes:
1. Historically Hidalgo County Investment Committee (comprised of the County Treasurer, County Auditor and County Judge) including Purchasing Dept. and County Tax Assessor as consultant to Evaluation Committee;
2. In recent past County Judged has chosen not participate in Evaluation Committee in as much as a member of Commissioner Court which will select and award;

Evaluation Committee Members:

1. _____
2. _____
3. _____
4. _____
5. _____

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

Attachments

Link: Notice

Link: Local Government Code Chapter 116

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/29/2009 03:45 PM	APRV
2	Budget & Management	Veronica Lopez	01/29/2009 04:23 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/30/2009 10:45 AM	APRV
4	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Ramon Vela Started On: 01/28/2009 03:28 PM

Final Approval Date: 01/30/2009

NOTICE
HIDALGO COUNTY COMMISSIONERS COURT
INTENDS TO MAKE A DEPOSITORY CONTRACT
And
REMITTANCE PROCESSING (LOCKBOX) BANK

NOTICE: The selection of County Depositories and the terms of depository contracts are governed by Tex. Loc. Gov't. Code Ann., Chapter 116 (Vernon 1988 and Supp. 1999)

The terms of the Depository Agreement with the County Of Hidalgo may also be utilized by Hidalgo County Drainage District No. 1 except as such provisions may differ in accordance with Texas Water Code Chapters 49 & 56 and more specifically detailed in Application Packet.

APPLICATIONS may be obtained by calling the Office of the County Judge (956) 318-2600 or the Hidalgo County Purchasing Department 9956) 318-2626 or may be picked up at the Hidalgo County Purchasing Department, 100 East Cano, 4th Floor, Administration Building, Edinburg, Texas.

SEALED APPLICATIONS for "Bank Depository and Remittance Processing (Lockbox) Bank-Hidalgo County" should be properly addressed and delivered to **Juan D. Salinas III**, Hidalgo County Judge, Hidalgo County Commissioners Court meeting room located at 100 E. Cano, First Floor, Atrium Area, Edinburg, Texas. One (1) original and ten (10) copies of the Application are required with the proper notation clearly written on the lower left hand corner of the envelope/package **"APPLICATION-Bank Depository and Remittance Processing (Lockbox) Bank"**. **APPLICATIONS will be accepted until 10:00 a.m. on Tuesday, March 3, 2009** at which time they will be filed, announced and be made part of the minutes of Hidalgo County Commissioners Court proceedings. Thereafter all APPLICATIONS will be considered, evaluated and selected pursuant to Tex. Loc. Gov't Code, Ann., Chapter 116.024.

NOTE: TIME FOR ACCEPTANCE OF APPLICATIONS WILL BE DETERMINED BY THE CLOCK IN COMMISSIONERS COURT ROOM SOUTH WALL.

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED FOR FILING. ANY APPLICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED NAD WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF THE EXPRESS ENVELOPE/PACKAGE IN REFERENCE TO THE APPLICATION.

THE COUNTY reserves the right to refuse and reject any/all applications and to waive any/all formalities or technicalities, or to accept the application considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 3th day of February, **2009**.

Juan D. Salinas III
HIDALGO COUNTY JUDGE

SUBCHAPTER B. ESTABLISHMENT OF DEPOSITORY

Sec. 116.021. DEPOSITORY AND SUBDEPOSITORY CONTRACTS. (a) The commissioners court of a county shall select by the process provided by this subchapter or by Subchapter C, Chapter 262, one or more banks in the county and enter a contract with each selected bank for the deposit of the county's public funds. The county shall contract with a bank under this section for a two-year or four-year contract term. On expiration of a contract under this section, the contract may be renewed for two years under terms negotiated by the commissioners court.

(b) If the contract is for a four-year term, the contract shall allow the county to establish, on the basis of negotiations with the bank, new interest rates and financial terms of the contract that will take effect during the final two years of the four-year contract.

(c) On the renewal of a contract, the county may negotiate new interest rates and terms with the bank for the next two years in the same way and subject to the same conditions as provided by Subsection (b).

(d) If for any reason a county depository is not selected under Subsection (a), the commissioners court, at any subsequent time after 20 days' notice, may select, by the process described by Section 116.024 or by negotiated bid, one or more depositories in the same manner as at the regular time.

(e) If the commissioners court selects a depository by the process provided by Subchapter C, Chapter 262, the depository may be selected by:

(1) competitive bidding; or

(2) another method under that subchapter that the county is qualified to use.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Amended by Acts 1991, 72nd Leg., ch. 527, Sec. 2, eff.

Sept. 1, 1991; Acts 1995, 74th Leg., ch. 65, Sec. 1, eff. Aug. 28, 1995.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 899, Sec. 1, eff. June 15, 2007.

AI-13707 **18.D.**

C-128-09-E; Eudelia vs. County of Hidalgo

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

C-128-09-E; Eudelia vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:49 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Monica Badillo — Started On: 01/29/2009 02:20 PM

Final Approval Date: 01/30/2009

AI-13705 **18.E.**

Sylvia Cantu Perez vs. Hidalgo County

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

C-153-09-C; Sylvia Cantu Perez vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:48 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 01/29/2009 02:16 PM	
Final Approval Date: 01/30/2009				

AI-13701 **18.F.**

Claim of Christina Donis

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Christina Donis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:02 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 01:39 PM

Final Approval Date: 01/30/2009

AI-13699 **18.G.**

Claim of Olga Rubio

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Olga Rubio

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:01 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 01:33 PM

Final Approval Date: 01/30/2009

AI-13690 **18.H.**

Claim of DEA

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of DEA

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 10:39 AM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 10:10 AM

Final Approval Date: 01/30/2009

AI-13719 **18.I.**

Claim of Oscar A. Pizano

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Oscar A. Pizano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:13 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/30/2009 09:32 AM

Final Approval Date: 01/30/2009

AI-13708 **19.D.**

C-128-09-E; Eudelia vs. County of Hidalgo

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

C-128-09-E; Eudelia vs. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:49 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 01/29/2009 02:21 PM	
Final Approval Date: 01/30/2009				

AI-13706 **19.E.**

C-153-09-C; Sylvia Cantu Perez vs. Hidalgo County

CC REGULAR

Date:	02/03/2009
Submitted By:	Monica Badillo, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

C-153-09-C; Sylvia Cantu Perez vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:48 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW
Form Started By: Monica Badillo			Started On: 01/29/2009 02:18 PM	
Final Approval Date: 01/30/2009				

AI-13702 **19.F.**

Claim of Christina Donis

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Christina Donis

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:02 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 01:42 PM

Final Approval Date: 01/30/2009

AI-13700 **19.G.**

Claim of Olga Rubio

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Olga Rubio

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 02:01 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 01:36 PM

Final Approval Date: 01/30/2009

AI-13691 **19.H.**

Claim of DEA

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of DEA

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/29/2009 10:39 AM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/29/2009 10:19 AM

Final Approval Date: 01/30/2009

AI-13720 **19.I.**

Claim of Oscar A. Pizano

CC REGULAR

Date:	02/03/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Oscar A. Pizano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	01/30/2009 01:13 PM	APRV
2	Auditor's Office		01/30/2009 05:06 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/30/2009 09:34 AM

Final Approval Date: 01/30/2009