AI-14920 **6.D.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al 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	04/03/2009 01:47 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Monica Badillo			Started On: 04/03/2009 01:15 PM	
Final Approval Date: 04/03/2009				

AI-14893 **6.E.**

Claim of Aaron Rivera

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Aaron Rivera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:26 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/02/2009 10:35 AM

Final Approval Date: 04/03/2009

AI-14839 **6.F.**

Claim of Carlos Barbosa

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Carlos Barbosa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 12:31 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/01/2009 10:34 AM

Final Approval Date: 04/03/2009

AI-14815 **6.G.**

Claim of Mercedes R. Medrano

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Mercedes R. Medrano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 01:43 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 03/31/2009 01:06 PM	
Final Approval Date: 04/03/2009				

AI-14925 **6.H.**

EEOC No. 31C-2009-00849

CC REGULAR

Date:	04/07/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

EEOC No. 31C-2009-00849; Leticia Rodriguez v. 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	04/03/2009 02:15 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Angela Garcia			Started On: 04/03/2009 02:11 PM	
Final Approval Date: 04/03/2009				

AI-14927 **6.I.**

CL-08-3551-F; H & V Equipment Co. Inc. v. Hidalgo County Pct. 1

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-08-3551-F; H & V Equipment Co. Inc. v. Hidalgo County Pct. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 03:28 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Monica Badillo			Started On: 04/03/2009 03:15 PM	
Final Approval Date: 04/03/2009				

AI-14901 **7.D.**

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-818-08-D; Benito and Sandra Gonzalez et al vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:56 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Monica Badillo — Started On: 04/02/2009 12:39 PM

Final Approval Date: 04/03/2009

AI-14894 **7.E.**

Claim of Aaron Rivera

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Aaron Rivera

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:26 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Aida Alvarez — Started On: 04/02/2009 10:37 AM

Final Approval Date: 04/03/2009

AI-14840 **7.F.**

Claim of Carlos Barbosa

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Carlos Barbosa

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 12:31 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 04/01/2009 10:36 AM	
Final Approval Date: 04/03/2009				

AI-14816 **7.G.**

Claim of Mercedes R. Medrano

CC REGULAR

Date:	04/07/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Mercedes R. Medrano

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 01:43 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Aida Alvarez			Started On: 03/31/2009 01:08 PM	
Final Approval Date: 04/03/2009				

AI-14924 **7.H.**

EEOC NO. 31C-2009-00849

CC REGULAR

Date:	04/07/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

EEOC No. 31C-2009-00849; Leticia Rodriguez v. 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	04/03/2009 02:15 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Angela Garcia			Started On: 04/03/2009 02:09 PM	
Final Approval Date: 04/03/2009				

AI-14928 **7.I.**

CL-08-3551-F; H & V Equipment Co. Inc. v. Hidalgo County Pct. 1

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-08-3551-F; H & V Equipment Co. Inc. v. Hidalgo County Pct. 1

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 03:28 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Monica Badillo			Started On: 04/03/2009 03:16 PM	
Final Approval Date: 04/03/2009				

AI-14902 **10.B.**

Census Committee

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and appointment of Census 2010 Committee Members (Pct.1)

BACKGROUND

Other members appointed on 3/31/08 by court members

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Appointment of committee members does not require funding; no fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:57 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/02/2009 01:00 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Monica Badillo — Started On: 04/02/2009 12:40 PM

Final Approval Date: 04/03/2009

AI-14929 **11.A.**

Truancy Program Grant

CC REGULAR

Date: 04/07/2009

Submitted By: Sergio Cruz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and action to revise the OJJDP FY '08 Truancy Program Grant to the original scope and budget as originally submitted and approved by Commissioners' Court on June 10, 2008 and authority to submit the revised program narrative and budget to the U.S. Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP).

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 03:57 PM	APRV
2	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sergio Cruz — Started On: 04/03/2009 03:53 PM

Final Approval Date: 04/03/2009

AI-14847 **12.B.**

Health Division - Deposit Approval

CC REGULAR

Date:	04/07/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Requesting Commissioner's Court approval to deliver a $20.00 dollar cash donation to Hidalgo County's Treasurer's Office to be deposited within Hidalgo County's Miscellaneous Revenue Account.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 01:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/03/2009 08:36 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Dan Beltran			Started On: 04/01/2009 01:23 PM	
Final Approval Date: 04/03/2009				

AI-14844 **12.C.**

Health Division - FY09 Border Health Grant (2010) Contract

CC REGULAR

Date:	04/07/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Approval to accept the attached Office Border Health Grant Contract (2010) #2009-030960, Attachment #001, in the amount of $11,550.00 for the period 2/1/2009 to 8/31/2009.
2. Approval of Certification of Revenues by the County Auditor for the Border Health Grant.
3. Approval of appropriation of funds in the amount of $11,500.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-10-340-027-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the Border Health Grant in the amount of $11,500.00

Revenue account# 9-1293-334-10-340-027-9-000

Attachments

Link: FY09 BH Doc

Link: letter

Link: appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 01:36 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/03/2009 02:25 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Dan Beltran Started On: 04/01/2009 12:55 PM

Final Approval Date: 04/03/2009

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2009-030960 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY (Contractor), a Government Entity, (collectively, the Parties).

1. **Purpose of the Contract.** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations as described in the Program Attachments.

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $11,550.00, and the payment method(s) shall be as specified in the Program Attachments.

3. **Funding Obligation.** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.

4. **Term of the Contract.** This Contract begins on 02/01/2009 and ends on 08/31/2009. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

5. **Authority.** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.

6. **Documents Forming Contract.** The Contract consists of the following:

   a. Core Contract (this document)
   b. Program Attachments:

      2009-030960-001 OFFICE OF BORDER HEALTH

   c. General Provisions (Sub-recipient)
   d. Solicitation Document(s). N/A
   e. Contractor's response(s) to the Solicitation Document(s). N/A
   f. Exhibits. N/A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

7. **Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Core Contract, then the Program Attachment(s), then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

8. **Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: HIDALGO COUNTY
Address: HIDALGO COUNTY TREASURER
2810 S BUSINESS 281
EDINBURG, TX 78539-6243
Vendor Identification Number: 17460007176060

9. **Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

By signing below, the Parties acknowledge that they have read the Contract and agree to its terms, and that the persons whose signatures appear below have the requisite authority to execute this Contract on behalf of the named party.

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Bob Burnette, C.P.M., CTPM	_____ Printed Name and Title
Director, Client Services Contracting Unit	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
(512) 458-7470	_____ Telephone Number
Bob.Burnette@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO. 2009-030960
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000348620

CONTRACTOR: HIDALGO COUNTY

DSHS PROGRAM: OFFICE OF BORDER HEALTH

TERM: 02/01/2009 THRU: 08/31/2009

SECTION I. STATEMENT OF WORK:

Purpose: Contractor shall assist Department of State Health Services (DSHS), Office of Border Health (OBH) in the implementation of border health improvement initiatives along the Texas-Mexico border through support of the Tamaulipas Texas Binational Health Council.

Eligible Population: All population living within the Tamaulipas Texas Binational Health Council service area.

Service Area: Tamaulipas Texas Binational Health Council area

Location: Hidalgo County, Texas and targeted surrounding area.

Contractor shall perform activities in support of the following:

- U.S. Department of Health and Human Services (HHS) Office of Public Health and Science (OPHS) Cooperative Agreement work plan for the U.S. Mexico Border Health Commission Border Health Improvement Initiative, and;
- Centers for Disease Control and Prevention (CDCP) Preventative Health and Health Services Block Grant (PHHSBG) work plan for the Office of Border Health Initiative.

SECTION II: PERFORMANCE MEASURES:

Goal
Binational coordination to promote regular and consistent communication among all U.S. Mexico border partners.

Objective 1
By August 31, 2009, continue binational coordination efforts to ensure regular and consistent communications among all border partners.

Action(s) for Objective 1
1. By February 27, 2009, provide a calendar of Binational Health Council meetings for the year (no less than 3 meetings per year) to the OBH Regional Program Manager and the OBH Binational Coordinator.

2. By August 31, 2009, submit three (3) performance reports to DSHS, OBH Regional Program Manager. Reports are due on the following schedule:
   - Mar. 31, 2009 for Feb. 1, 2009 through Feb. 28, 2009
   - Jun. 30, 2009 for Mar. 1, 2009 through May 31, 2009
   - Sept. 30, 2009 for Jun. 1, 2009 through Aug. 31, 2009
3. By August 31, 2009, provide assistance with arrangements for Binational Health Council meetings by providing meeting space and logistics not to exceed $500/quarter.

Output(s) for Objective 1

1. Calendar of meetings;
2. Quarterly report approved by Regional OBH Program Manager;
3. Meeting agendas, meeting minutes, photos, and/or sign in sheets.

Objective 2

By August 31, 2009, create a work plan and implement activities under the Binational Health Council local priority objective(s) identified in the 2008 Planning Workshop of the Binational Health Councils in coordination with DSHS Health Service Region 11 (HSR), and Office of Border Health (OBH).

Action(s) for Objective 2

1. By February 27, 2009, meet with OBH Program Manager to review priority issue selected during Strategic Planning for June 2008 conference to develop a work plan and develop an evaluation component. The work plan and evaluation should include the following:
   - Priority Purpose and Objectives;
   - Priority Performance Measures to be met;
   - Activities to be performed and Key deliverables; and
   - Activity budget (shall not exceed $4,525).

   The contractor may partner or subcontract activities to conduct priority activities. The work plan and evaluation component must be completed on a DSHS OBH prescribed format. Activities must be approved by DSHS OBH Regional Program Manager prior to execution.

Output(s) for Objective 2

1. Priority work plan and evaluation component approved by DSHS Regional Program Manager.
2. Work plan, Final Report, and evaluation on Priority Activities completed approved by DSHS Regional OBH Program Manager.

Objective 3

By August 31, 2009, develop a work plan including an evaluation component for Border Binational Health Week (BBHW) 2009, incorporating the theme of child and family nutrition, obesity and diabetes in coordination with DSHS Health Service Region 11 (HSR), and Office of Border Health (OBH).

Action(s) for Objective 3

1. Provide assistance with arrangements for BBHW 2009 planning meetings not to exceed $125 per meeting.
2. Meet with OBH Regional Program Manager to develop a work plan and evaluation component. The work plan should include the following:
   - BBHW activities incorporating the following themes child and family nutrition, obesity, and diabetes;
   - BBHW 2009 Activities Purpose and Objectives;
   - Performance Measures to be met;
   - Activities to be performed and Key deliverables; and
   - Activity budget (shall not exceed $4,525).

   The contractor may partner or subcontract activities to conduct BBHW activities. The work plan and evaluation component must be completed on a DSHS OBH prescribed format and activities must be approved by DSHS OBH Regional Program Manager prior to execution.

Output(s) for Objective 3

1. Meeting agendas, meeting minutes and/or sign in sheets.
2. BBHW 2009 work plan and evaluation component approved by DSHS Regional OBH Program Manager.

All objective outputs must be agreed upon by the Co-Presidents of the Brownsville Matamoros Binational Health Council and completed by August 31, 2009.

DSHS OBH shall:

- Participate in Healthy Border (HB) 2010 meetings and support activities, if needed;
- Receive and review all required reports, agendas, minutes, signing sheets, receipts, and billing;
- Provide guidance, consultation, and approval of HB 2010 initiatives funded through this contract;
- Provide regional staff to assist with planning and implementation where appropriate of HB 2010 activities; and
- Upon request of the Contractor, provide technical assistance with conducting needs assessments and with regards to public health needs.

SECTION III. SOLICITATION DOCUMENT: N/A

SECTION IV. RENEWALS:

DSHS may renew the Program Attachment for up to one (1) additional one-year term at DSHS's sole discretion.

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below with courtesy copies forwarded to DSHS-OBH Regional Manager.

Department of State Health Services
Claims Processing Unit MC: 1940
P.O. Box 149347
1100 West 49th Street
Austin, Texas 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

SECTION VII: BUDGET (categorical)

SOURCE OF FUNDS: CFDA Funding #93.018 & 93.991

SECTION VIII: SPECIAL PROVISIONS:

General Provisions, **Payment Methods and Restrictions** Article, are revised to add the following:

> Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation as indicated in the objective outputs.
>
> Contractor shall provide billing within 60 days of term of contract. In the event that invoicing is received after the completion of the 60 days, Receiving Agency makes no guarantee payment will be made.

General Provisions, **Allowable Costs and Audit Requirements** Article, are amended to include the following:

> For the purposes of this Program Attachment, incentive items are not an allowable cost.

Reporting Requirements:

Name of Report	Content	Frequency	Due Date	Format	Mailing Address
Financial Status Report (FSR)	Expenditure Information	Quarterly	05/29/2009 08/31/2009 10/30/2009	Paper	Department of State Health Services Attn: Accounting Section, Claims Unit MC-1940 PO Box 149347 Austin Texas 78714-9347. One copy of each quarterly financial status report should be mailed to: Department of State Health Services Office of Border Health – MC 1962 Attn: Kathie Martinez PO Box 149347 Austin, TX 78714-9347 Or by email at: kathie.martinez@dshs.state.tx.us And Department of State Health Services Office of Border Health Attn: Marta Fournier 601 West Sesame Drive Harlingen, Texas 78550 Or by email at: marta.fournier@dshs.state.tx.us
Progress Report	Performance data	Quarterly	05/29/2009 08/31/2009	Paper, prescribed by DSHS OBH	Department of State Health Services Office of Border Health Attn: Marta Fournier 601 West Sesame Drive Harlingen, Texas 78550 Or by email at: marta.fournier@dshs.state.tx.us
Final Report	Cumulative performance data	Annual	10/30/2009	Paper, prescribed by DSHS OBH	Department of State Health Services Office of Border Health Attn: Marta Fournier 601 West Sesame Drive Harlingen, Texas 78550 Or by email at: marta.fournier@dshs.state.tx.us

Contractor shall submit quarterly Financial Status Reports (FSR) (Form 269A) to DSHS, according to the reporting periods above, in a format specified by DSHS. Contractor shall also submit quarterly progress reports and a final cumulative report in a format specified by DSHS OBH. Reports shall document the work plan activities including photos, agendas, minutes, sign in lists spreadsheets, etc. of meetings and any community activities sponsored by the contractor.

DATE: April 1, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-10-340-027-9 Office of Border Health (2010)

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-10-340-027-9-339	Other Professional Services	$ 2,000.00
9-1293-441-10-340-027-9-441	Rental of Land & Buildings	$ 525.00
9-1293-441-10-340-027-9-442	Rental of Equipment & Vehicles	$ 1,200.00
9-1293-441-10-340-027-9-535	Postage and Express Mail Charges	$ 500.00
9-1293-441-10-340-027-9-540	Advertising	$ 1,525.00
9-1293-441-10-340-027-9-550	Printing & Binding	$ 1,300.00
9-1293-441-10-340-027-9-601	Office & Computer Supplies	$ 1,000.00
9-1293-441-10-340-027-9-603	Educational/Instructional Supplies	$ 3,000.00
9-1293-441-10-340-027-9-604	Medical & Laboratory Supplies	$ 500.00
	TOTAL BUDGET	$ 11,550.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement Office of Border Health (2010) Budget for the period 2/1/2009 - 8/31/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 2, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following grant award from the DSHS. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$11,550.00	2009-030960-001 Office of Border Health

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/3/09
Date

DATE: April 1, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-10-340-027-9 Office of Border Health (2010)

SUBJECT: Budget Amendments (Increases) 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 (increase) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-10-340-027-9-339	Other Professional Services	$ 2,000.00
9-1293-441-10-340-027-9-441	Rental of Land & Buildings	$ 525.00
9-1293-441-10-340-027-9-442	Rental of Equipment & Vehicles	$ 1,200.00
9-1293-441-10-340-027-9-535	Postage and Express Mail Charges	$ 500.00
9-1293-441-10-340-027-9-540	Advertising	$ 1,525.00
9-1293-441-10-340-027-9-550	Printing & Binding	$ 1,300.00
9-1293-441-10-340-027-9-601	Office & Computer Supplies	$ 1,000.00
9-1293-441-10-340-027-9-603	Educational/Instructional Supplies	$ 3,000.00
9-1293-441-10-340-027-9-604	Medical & Laboratory Supplies	$ 500.00
9-1293-334-10-340-027-9-000	Border Health Grant Revenue	11,550.00
	TOTAL BUDGET	$ 11,550.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement Office of Border Health (2010) Budget for the period 2/1/2009 - 8/31/2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-14922 **12.D.**

Apply for Cancer Prevention Grant

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Eddie Olivarez
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion, consideration and action for Hidalgo County Health & Human Services in collaboration with United Methodist Ministries to apply for a Cancer Prevention Grant (projected award is $ 250,000./yr. for the next 5-10 years)

BACKGROUND

Deadline for this is May 1, 2009. (no cash match)

Eddie will provide information/details on Monday.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact, at this time.

Attachments

Link: budget

Link: overview

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 02:16 PM	APRV
2	Perla Lopez	Perla Lopez	04/03/2009 02:38 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Monica Badillo			Started On: 04/03/2009 01:36 PM	
Final Approval Date: 04/03/2009				

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARTMENT
BUDGET WORKSHEET

COST CATEGORY	YEAR 1 AMOUNT	YEAR 2 AMOUNT
A. PERSONNEL	**$ 109,000.00**	**$ 112,270.00**
Case Manager	$ 45,000.00	$ 46,350.00
Community Educator	$ 32,000.00	$ 32,960.00
Community Educator	$ 32,000.00	$ 32,960.00
B. FRINGE BENEFITS	**$ 34,770.60**	**$ 35,435.72**
FICA	$ 8,338.50	$ 8,588.66
RETIREMENT	$ 9,722.80	$ 10,014.48
UNEMPLOYMENT COMP	$ 545.00	$ 561.35
WORKER'S COMP	$ 3,564.30	$ 3,671.23
HEALTH INSURANCE ($4,164 X 3)	$ 12,501.00	$ 12,501.00
LIFE INSURANCE ($33 X 3)	$ 99.00	$ 99.00
C. TRAVEL	**$ 8,947.00**	**$ 8,947.00**
Travel to meetings (3 x $600 x 3)	$ 5,400.00	$ 5,400.00
Travel: local area(.55 per mi)	$ 3,547.00	$ 3,547.00
D. EQUIPMENT	**$ 6,017.00**	**$ - **
lap top computer (3 x $1,200)	$ 3,600.00	$ -
printer (3 x $805)	$ 2,417.00	$ -
E. SUPPLIES	**$ 22,840.00**	**$ 22,840.00**
Educational/Instructional Supp.	$ 12,840.00	$ 12,840.00
Office Supplies	$ 10,000.00	$ 10,000.00
F. CONTRACTUAL	**$ 40,000.00**	**$ 40,000.00**
Diagnostic Screening Services	$ 40,000.00	$ 40,000.00
(colon, pap smears, labs, etc)		
G. OTHER	**$ 3,363.40**	**$ 5,445.28**
Cell phone fees ($60 x 12 x 3)	$ 2,160.00	$ 2,160.00
Over-night Courier	$ 1,203.40	$ 3,285.28

DIRECT COSTS TOTAL	**$ 224,938.00**	**$ 224,938.00**

YEAR 3 AMOUNT	
$	**115,638.10**
$	47,740.50
$	33,948.80
$	33,948.80
$	**36,120.79**
$	8,846.31
$	10,314.92
$	578.19
$	3,781.37
$	12,501.00
$	99.00
$	**8,947.00**
$	5,400.00
$	3,547.00
$	**-**
$	-
$	-
$	**19,572.11**
$	12,840.00
$	6,732.11
$	**40,000.00**
$	40,000.00
$	**4,660.00**
$	2,160.00
$	2,500.00

$	224,938.00

METHODIST HEALTHCARE MINISTRIES
OF SOUTH TEXAS, INC.

April 6, 2009

In January 2009, Methodist Healthcare Ministries of South Texas, Inc. gathered 26 service providers from 64 counties in south and near west Texas to develop a coordinated cancer prevention and control plan. It is the goal of this coalition to submit the plan and its cost to the newly formed Cancer Prevention and Research Institute of Texas (CPRIT) in May 2009.

CPRIT was created in late 2007 when Texas voters approved Proposition 15 which allows Texas to issue $3 billion in bonds over 10 years to fund grants for cancer research and prevention. It is estimated that of the $3 billion in state funds, 10% will be available for prevention beginning in Fall 2009. With $300 million over10 years, it would mean distribution of $30 million annually for prevention programming.

The plan currently in development will describe a wide-ranging cancer prevention and control coalition of partners that includes Educational Service Centers, Federally Qualified Health Centers, and city/county health districts. The plan also outlines approximately $12 million in cancer prevention services, and addresses a 10-year funding scenario ($12 million for each of 10 years). In addition, other components of the plan include information distribution involving 2-1-1 services, an evaluation plan being developed by the University of Texas Health Science Center in San Antonio, and a fiscal agent. University Health System, based in Bexar County, has offered to serve as that fiscal agent.

Should this plan be funded by CPRIT, the fiscal agent will subcontract with the 25+ service providers in the coalition to deliver cancer prevention and control services. The fiscal agent will distribute funds, monitor compliance with the plan, and report results of the project back to the Cancer Prevention and Control Institute.

For more information, please contact:
Pilar Oates, Executive Director, (210) 692-7961 or poates@mhm.org
Mary Louise Lopez, Policy Analyst, (210) 253-3253 or mary.lopez@mhm.org

AI-14827 **13.A.**

Fair Housing Month

CC REGULAR

Date:	04/07/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Approval of a Proclamation declaring April 2009, FAIR HOUSING MONTH.

BACKGROUND

The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 has been in effect since April 11, 1968, and protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 08:01 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/01/2009 10:04 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 04/01/2009 07:47 AM

Final Approval Date: 04/03/2009

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Fair Housing Act, Title VIII of the Civil Rights Act of 1968, has been in effect since April 11, 1968, and has since been amended to include the Fair Housing Amendments Act of 1988; and,

WHEREAS, the U.S. Department of Housing and Urban Development continues to enforce the Fair Housing Act, to ensure that every American retains the fundamental right to choose where he or she lives, raises a family or owns a home; and

WHEREAS, the Fair Housing Act protects the rights of all Americans to access housing regardless of race, color, sex, religion, national origin, family status or disability; and,

NOW, THEREFORE WE, by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas, do hereby proclaim the month of April 2009, as

FAIR HOUSING MONTH

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the Federal Fair Housing Act and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 7th of April, 2009.

Juan D. Salinas III, Hidalgo County Judge

Sylvia S. Handy, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar L. Garza, Jr., Commissioner, Pct. # 4

AI-14870 **13.B.**

Parks, Recreational facility - Pct. #1

CC REGULAR

Date:	04/07/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting authority to purchase Parks, Recreational Equipment through Hidalgo County ‘s membership and participation with TASB (BuyBoard) awarded vendor The Playwell Group, Inc. in the amount not to exceed $136,573.28 which includes purchase and delivery.

BACKGROUND

Hidalgo County Precinct No. 1 has allocated $222,568.50 from it’s 2008 FY funding for the purchase of park, recreational equipment for Sunrise Hill and Sunset Parks, within the Precinct No. 1 boundaries. Urban County Program will utilize fiscal year 2008 in the amount of $136,573.28 from Precinct No. 1 Parks, Recreational Facility Improvements line item.

Purchase amount:	$136,573.28
Funds Available: FY(2008)	$222,568.50

Fiscal Impact

Attachments

Link: park equipment

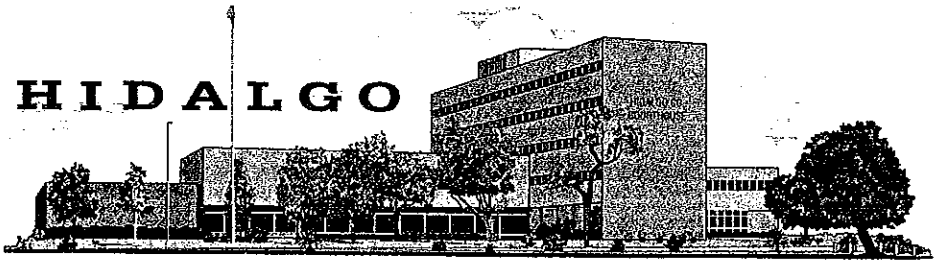
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:15 PM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:37 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:49 AM	APRV
4	Dale Kennan	Dale Kennan	04/03/2009 08:56 AM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 04/01/2009 03:44 PM

Final Approval Date: 04/03/2009

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 31, 2009

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: 2008 Parks, Recreational Facilities

Dear Mrs. Garcia:

Pct. 1 is requesting Hidalgo County Commissioner Court approve the purchase of park equipment using approved buy board. Item list and price quote are attached.

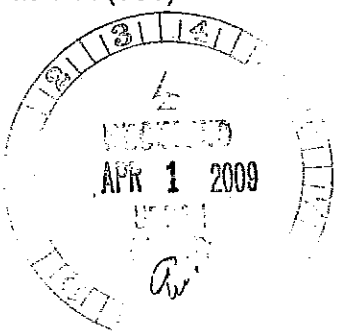
Pct. 1 is requesting this item be placed on the April 7, 2009 Hidalgo County Commissioners Court Agenda.

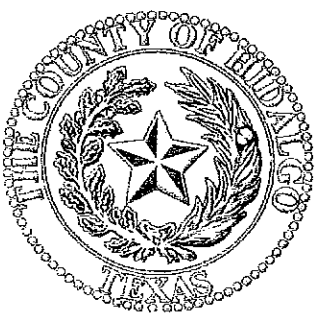
If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

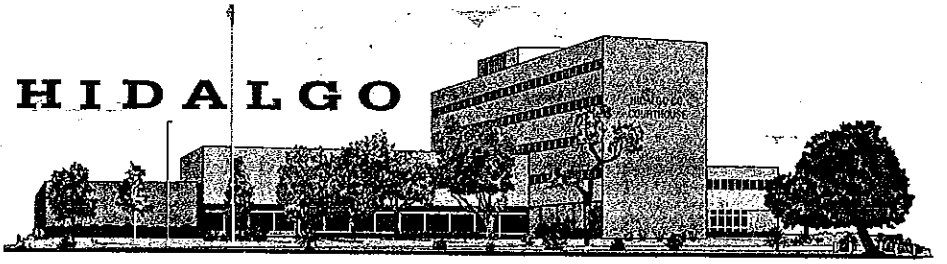
Joseph Palacios

Joseph Palacios
Chief Administrator, Pct. 1





COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 31, 2009

Mrs. Lupita Garcia
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

Re: 2008 Parks, Recreational Facilities

Dear Mrs. Garcia:

Pct. 1 is requesting authorization for the purchase of park equipment from approved buy board in the amount of $136,573.28.

Buy Board information and price quote are attached.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

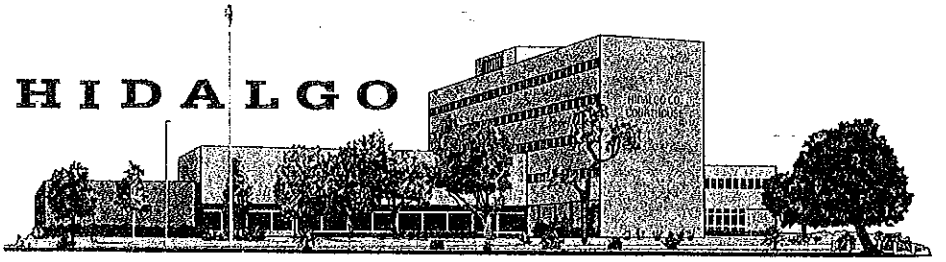
Joseph Palacios

Joseph Palacios
Chief Administrator, Pct. 1

APR 1 2009

THE COUNTY OF HIDALGO TEXAS

COUNTY of HIDALGO



SYLVIA S. HANDY
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 10, 2009

The PlayWell Group, Inc.
2750 Northhaven Road, Suite 103
Dallas, Texas 75229

Re: Hidalgo County Pct. # 1 – 2008 Parks, Recreational Facilities

Dear Claudia Wolosz:

Hidalgo County Pct. #1 is requesting a price quote on the attached equipment list for the 2008 Parks, Recreational Facilities Project. Please submit quote on company letterhead addressed to Juan J. Ybarra, Hidalgo County Pct. # 1 CDBG Coordinator, no later than 5:00 p.m. on March 25, 2009.

Contact Information:
Juan J. Ybarra
Hidalgo County Pct. # 1 CDBG Coordinator
1902 Joe Stephens Ave
Weslaco, Texas 78596

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Joseph Palacios
Chief Administrator, Pct. 1

COUNTY OF HIDALGO TEXAS

APR 1 2009

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

3/24/2009

Hidalgo County Precinct 1
Juan Ibarra
1902 Joe Stephens Ave
WESLACO TX 78596
UNITED STATES
Tel: (956)-973-7821
Fax: (956)-318-2629

Thank You for Choosing, The PlayWell Group, for all Your Park and Play Needs! Your Business is Appreciated!

Warning
Surfacing Required! IMPORTANT! The PlayWell Group and Playworld Systems, Inc. strongly recommends the use of resilient surfacing material under and around all playground equipment. Refer to the Consumer Protection Safety Commission's Publication Number 325, Handbook for Public Playground Safety, for suggested guidelines. See catalog for use zone dimensions.

Owner's Responsibility
All playground equipment and surfaces must be maintained and/or inspected on a regular basis. The recommended minimum is once a week. Educate users in safe use of play equipment. Information signage is highly recommended to inform adults of their playground supervision responsibilities.

Delivery Time Varies Depending on Manufacturer. Please refer to Quote to find Specific Time.

DelvTerms
F.O.B. FACTORY
Title to all goods passes to the customer at the time of shipment from the manufacturer. All quoted ship dates are approximate and contingent upon manufacture's shipping schedules or other causes beyond our control. PRODUCTS ARE SHIPPPED KNOCKED DOWN. CUSTOMER IS RESPONSIBLE FOR ASSISTING IN UNLOADING, STORAGE AND INSTALLATION OF MATERIALS UNLESS OTHERWISE STATED.

Terms & Conditions
New accounts, nontax funded customers: 50% deposit and provide credit application. Balance due net 15 days or upon completion if installed by PlayWell. Bonded public project terms: Bonding information and credit application required. Deposit may be required.
Late penalties may apply.

Full payment due on all orders under $1,000.00 No Exceptions

ACTS OF GOD OR NON-PRODUCT PROJECT DELAYS SHALL NOT VOID THE ABOVE TERMS!

CancelPolicy
THANK YOU FOR YOUR BUSINESS!
Your equipment will be ordered immediately upon receipt of written approval. Order changes will delay shipment up to 6 weeks. All orders cancelled prior to shipment will be charged 10% of the equipment price. Orders cancelled after shipment but prior to installation will be charged delivery and return shipping and handling fees plus a 25% restocking fee. No refunds will be given on installed equipment.

Installation Is Not Included On This Quote
A separate installation quote must be included with your order if installation is required. Installation is not included in any price listed on this quote.
Please sign below to acknowledge acceptance of these terms.

SIGNATURE: Joseph Calderon Date: 3/31/09

Vendor Contract Information

Proposal Documents

Back

Vendor: The Playwell Group, Inc.
Address: 2750 Northhaven Road, Suite 103
Dallas, TX 75229
Phone: (800) 726-1816
Contact: Claudia Wolosz
Email: claudia@playwellgroup.com
Website: www.playwellgroup.com
Federal ID: 75-2658108
HUB Vendor: Yes
Minority Owned Business:
Yes
Women Owned Business:
Yes
Accepts RFQs: Yes
Contract: Parks & Recreation & Field Lighting Products & Installation #269-07
Effective Date: 10/1/2007
Expiration Date: 9/30/2010
Payment Terms: Net 30 days
Delivery Days: 75
Shipping Terms: Freight not included in price
Freight Terms: FOB Shipping Point
Ship Via: Common Carrier
Quote Reference Number:
269-07
Regions Served: All Texas Regions
States Served: New Mexico, Texas
Vendor Exceptions: Freight rate will vary based on load size, type of material, weight, information. Call to get freight quote.
Additional Information: INSTALLATION WORK IS PERFORMED BY PLAYWORKS
Return Policy: 30 days if not installed, maybe subject to restock fee.

[Log Out]

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Hidalgo County Pct. 1 Park Equipment

Item	Qty
Safety Mat - 4' x 6' x 2""	3
Drinking Fountain	5
Round Receptacle Perforated	16
Dome Lid	16
36 Gallon Heavy Duty rigid Plastic Liner	16
Embedded Pedestal Mounts	16
Channel Benches	13
3.5" Arch Swing	1
3-1/2" Arch Swing Add a Bay	2
Walking Trail Fitness Equipment	1
Play Structure	1
Play Structure	1
2-5 Year Old Risk Management Sign	1
5-12 Year Old Risk Management Sign	2
BB, Dual Post 4' Offset	2
Backboard 1/4" Hd Steel Rect	2
Goals Dbi Rim, Breaway W/Super Nylon	2
Backboard Target	2
Play Mat 4x342	1
Permanent Non-Hooded Backstop	1
Engineered Wood Fiber	220
4" Polytimber W/Spikes	116
Handicap Ramp	3
5 Row/15"/50 Seat Bleacher	4
Bleacher Transport Kit	1
Geo Fabric 2700 sf per roll	1
Roll 675sf Geofabric	1
5 row Bleachers	4

APR 1 2009

The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION	
SQ-16659	3/24/2009

Customer	Contact	Ship To
Hidalgo County Precinct 1 1902 Joe Stephens Ave WESLACO TX 78596	Hidalgo County Precinct 1 Juan Ibarra 1902 Joe Stephens Ave WESLACO TX 78596 UNITED STATES Tel: (956)-973-7821 Fax: (956)-318-2629	Hidalgo County Precinct 1 Sunset Park Juan Ibarra Mile 11 N. & 1 1/2 Mile West MERCEDES TX 78570 UNITED STATES Tel: (956)-973-7821 Fax: (956)-318-2629

Account	Terms	Due Date	Account Rep	Schedule Date
2110	NET 30	4/23/2009	Dan Libby	5/22/2009

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-16659			Default Carrier	2	3/24/2009 10:52:55AM

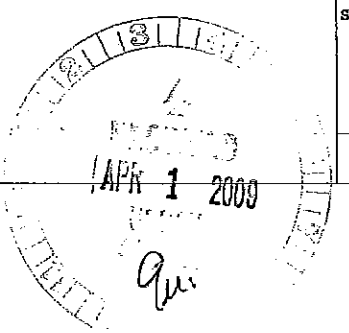
L	Item	Description	Qty	Price	UM	Discount	Amount
1	BuyBoard	BUYBOARD	1	$0.00	EA		$0.00
2		This is a BuyBoard Purchasing Cooperative Quote. Pricing Reflects BuyBoard Discounts As Listed On Web Site www.buyboard.com Under The Vendor Listing For The PlayWell Group, Inc.# 269-07					
3							
4	PWS-SWG-ARC-350	3.5" Arch Swing	1	$1,361.00	EA	$108.88	$1,252.12
5	PWS-SWGARC350AD	3-1/2" Arch Swing Add a Bay	2	$918.00	EA	$146.88	$1,689.12
6	PWS-WT-20	WORLDTRAIL PACKAGE TWO	1	$15,888.00	EA	$1,271.04	$14,616.96
7	PWS-238-0924	Explorer Play Structure	1	$16,525.00	EA	$1,322.00	$15,203.00
8	PWS-350-0904	Challenger Play Structure	1	$42,629.00	EA	$3,410.32	$39,218.68
9	PWS-ZZXX0165	2-5 Year Old Risk Management Sign	1	$549.00	EA	$43.92	$505.08
10	PWS-ZZXX0175	5-12 Year Old Risk Management Sign	1	$549.00	EA	$43.92	$505.08
11	SH-Reynolds	Shipping & Handling	1	$8,141.62	EA		$8,141.62
12	PWA-1511	BB, Dual Post 4' Offset	2	$805.00	EA	$128.80	$1,481.20
13	PWA-26	Backboard 1/4" Hd Steel Rect	2	$464.00	EA	$74.24	$853.76
14	PWA-41	Goals Dbl Rim, Breakaway W/Super Nylon	2	$180.00	EA	$28.80	$331.20
15	PWA-28	Backboard Target	2	$41.00	EA	$6.56	$75.44
16	PWA-1205-10	Non-Hooded Backstop, Perm 10 X 17	1	$1,171.00	EA	$93.68	$1,077.32
17	SH	Shipping & Handling	1	$617.32	EA		$617.32
18	PRP-DYN4x3x2	Dynacushion Play Mat 4x3x2	1	$115.00	EA	$9.20	$105.80

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Page	2
Sub Total	$85,673.70



The PlayWell Group

Toll free: (800) 726-1816 **Free Fax: (800) 560-9150**

New Mexico
9430 San Mateo., NE, Unit G
Albuquerque, NM 87113
(505) 899-1762

Texas
4743 Iberia Ave., Suite C
Dallas, TX 75207
(972) 488-9355

QUOTATION	
SQ-16659	3/24/2009

Customer	Contact	Ship To
Hidalgo County Precinct 1 1902 Joe Stephens Ave WESLACO TX 78596	Hidalgo County Precinct 1 Juan Ibarra 1902 Joe Stephens Ave WESLACO TX 78596 UNITED STATES Tel: (956)-973-7821 Fax: (956)-318-2629	Hidalgo County Precinct 1 Sunset Park Juan Ibarra Mile 11 N. & 1 1/2 Mile West MERCEDES TX 78570 UNITED STATES Tel: (956)-973-7821 Fax: (956)-318-2629

Account	Terms	Due Date	Account Rep	Schedule Date
2110	NET 30	4/23/2009	Dan Libby	5/22/2009

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-16659			Default Carrier	3	3/24/2009 10:52:55AM

L	Item	Description	Qty	Price	UM	Discount	Amount
19	PRP-DYN4X6X2	DynaCushion Safety Mat - 4' x 6' x 2"	3	$182.00	EA	$43.68	$502.32
20	SH	Shipping & Handling	1	$375.63	EA		$375.63
21	STE-5400	Single Pedestal Drinking Fountain	5	$1,734.00	EA	$693.60	$7,976.40
22	SH	Shipping & Handling	1	$706.55	EA		$706.55
23	RJT-CN-RD/RU-32	Round Receptacle Perforated	16	$295.00	EA	$377.60	$4,342.40
24	RJT-CN-PD/U-27	Dome Lid	16	$86.00	EA	$110.08	$1,265.92
25	RJT-CN/B-1827	36 Gallon heavy duty rigid plastic liner	16	$58.00	EA	$74.24	$853.76
26	RJT-M2/G	Embedded Pedestal Mounts	16	$34.00	EA	$43.52	$500.48
27	RJT-SXCB/G6RU10	Channel Benches	13	$383.00	EA	$398.32	$4,580.68
28	SH	Shipping & Handling	1	$3,467.47	EA		$3,467.47
29	SSI-FIBER	Engineered Wood Fiber	135	$15.33	CY	$166.05	$1,903.50
30	SSI-TIMBER	4' Safesurf Timbers W/Spikes	82	$31.33	EA	$205.82	$2,363.24
31	SSI-RAMP	Handicap Ramp	2	$767.00	EA	$122.72	$1,411.28
32	SSI-GEO-2700	Geo Fabric 2700 sf per roll	1	$360.00	EA	$28.80	$331.20
33	SSI-GEO-675	Roll 675sf of Geofabric	1	$108.00	EA	$8.64	$99.36
34	SH	Shipping & Handling	1	$5,585.29	EA		$5,585.29
35	NRS-NB-0515ATP	5 row/15'/50 seat non elev. chainlink NB-0515ATPSTD	4	$3,054.00	EA	$977.28	$11,238.72
36	NRS-N-TKL	Bleacher Transport Kit	1	$607.00	EA	$48.56	$558.44
37	SH	Shipping & Handling	1	$2,836.94	EA		$2,836.94
38							

This Quotation is good for 30 Days from the date listed above. We appreciate the opportunity to quote and look forward to serving your needs. To order, please fax this signed form including color choices, if necessary, and confirm the shipping address. This ship date is approximate. We reserve the right to change and collect interest in the amount of 1.5% per month if payment is not received in full in accordance with the terms set forth. Play Safely and PlayWell.

Customer PO No. _____

Approved By: _____ Date: _____

Tax Details
EXEMPT $0.000

Taxable	$0.00
Total Tax	$0.00
Exempt	$136,573.28
Total	$136,573.28
Balance	$136,573.28

AI-14838 **13.C.**

Colonia Self-Help Center guidelines

CC REGULAR

Date:	04/07/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval of the Hidalgo County 2008 Guidelines for Colonia Self-Help Center (SHC) for Housing Assistance Program, Rehabilitation/Reconstruction/New Construction, & Colonia SHC Home Repairs.

BACKGROUND

UCP is requesting approval of the Hidalgo County 2008 Guidelines for the SHC program. The guidelines include the program objectives, housing activities, property eligibility, condition requirements, improvements, thresholds, selection of applicants, and other requirements provided for the implementation and administration of a successful Colonia SHC Program.
See Attachment - 2008 Guidelines for Colonia Self Help Center

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of guidlines. No fiscal impact at this time.

Attachments

Link: Revised Guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 12:31 PM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:36 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:48 AM	APRV
4	Dale Kennan	Dale Kennan	04/03/2009 08:28 AM	APRV
5	Auditor's Office	Angela Garcia	04/03/2009 04:09 PM	APRV

Form Started By: Estella Webber — Started On: 04/01/2009 10:08 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY

2008 GUIDELINES FOR COLONIA SELF-HELP CENTER (SHC) HOUSING ASSISTANCE PROGRAM REHABILITATION/RECONSTRUCTION/NEW CONSTRUCTION/ COLONIA SHC HOME REPAIR

I. INTRODUCTION

Hidalgo County ("Prime Contractor") has received Colonia Self-Help Center Program (SHC) funds administered by the Texas Department of Housing and Community Affairs ("Department"), to provide housing rehabilitation, reconstruction, new construction and/or Colonia SH home repair assistance program ("Colonia SHC Housing Assistance Program"), directed to very low, low, and to moderate income ("LMI") homeowners and their immediate family (spouse, parents, dependent children/grandchildren) who reside in the same housing unit located within the boundaries of the designated colonia areas to be identified in the County's contract. The assisted homeowners and other unassisted applicants for housing assistance are herein referred to as "applicants".

Proyecto Azteca (Self Help Service Provider), under the direction of Ms. Ann W. Cass, has appointed Saul Villarreal as the "Rehabilitation Coordinator" to administer the program and can be contacted at:

Corner of Business 83 and Cesar Chavez
P.O. Box 27
San Juan, Texas 78589
956-702-3307
Fax 956-702-3309
Saulv0808@hotmail.com

II. PROGRAM OBJECTIVES

The following objectives are provided for the implementation and administration of a successful Colonia SHC Housing Assistance Program.

A. The primary objective of the Colonia SHC Housing Assistance Program is to provide decent, safe, and affordable housing for LMI applicant homeowners. This may be accomplished through new construction, colonia self help home repairs, rehabilitation or reconstruction. Rehabilitation or reconstruction must bring substandard, single family dwelling into compliance with HUD's Colonia Housing Standards ("CHS"). Colonia SH Home Repair must

bring the portion of the home repairs to Colonia Housing Standards (CHS).

1. Colonia SHC Housing Assistance Program Manager, herein referred to as the "rehabilitation coordinator", along with the assistance of family support department from Self Help Service Provider, will be the designated authority to administer the assistance components of the program, i.e., to take applications, verify eligibility, schedule inspections with a Texas Real Estate Commission (TREC) licensed inspector, coordinate and review work write ups and cost estimates, prepare bidding documents, and conduct progress inspections for submission of Housing Rehabilitation Payment Requests (draw downs).

   Preliminary inspection by a third party TREC licensed inspector will done to determine what repairs are needed. The Self Help Service Provider will prepare the work write-ups based on the recommendation of the inspector.

   The rehabilitation/reconstruction activity will require two (2) inspections; a preliminary and a post inspection. New Construction will only require one inspection at the end of construction. Small Repairs will require one (1) preliminary inspection to determine the greatest needed items to be repaired. No post inspection will be required. A copy of the inspection report will be provided to all homeowners participating in these activities.

2. The Colonia SHC Housing Assistance Program will be operated in accordance with all the applicable rules and regulations of Hidalgo County and the Department.

III. HOUSING ACTIVITIES

A. New Construction/Reconstruction

New construction consists on building new homes on empty lots with qualifying families in the target colonias. Reconstruction consists of replacing dilapidated homes of families in the target colonia. Homes that will be constructed will have an innovative and energy efficient design that provides an affordable answer to widespread substandard housing in South Texas colonias. The home takes form as a two, three or four-bedroom, one-or-two-bath, basic wood frame house on piers and beams. Self Help Service Provider is concentrating on building energy efficient homes. We will be using Tex-shield, efficiency windows, solar screens, low

VOC paint, energy star appliances, florescent light bulbs, water conserving shower heads and faucets, additional insulation, just to name a few of the green building techniques that are used. Self Help Service Provider is working on providing zero-scape landscaping, which means providing landscaping with native plants and shrubs that require little or no maintenance, yet provide the needed shade to reduce the heat absorbed into the house.

B. Rehabilitation/Small Repairs

Rehabilitation will be done to homes that need infrastructure and repairs. Self Help Service Provider will assist homeowners in rehabilitating the home and bringing it up to Colonia Housing Standards. In the event that the home requires minor repairs, Self Help Service Provider will assist homeowner in doing small repairs as needed. Self Help Service Provider will ensure that the house is inspected and will evaluate the feasibility of each unit and infrastructure project. Self Help Service Provider will encourage/require families to provide sweat equity in the construction or rehabilitation of their home and provide all necessary training and tools.

IV. PROPERTY ELIGIBILITY

A. Unit Characteristics

1. Only single-family units will be eligible for housing assistance. A family is defined as one or more persons living in the same household who are immediate family. Immediate family members are considered to be spouses, parents, children, and grandchildren.

2. Manufactured homes will only be considered as eligible units if they are anchored in accordance with the manufacturer's installation instructions or the generic standards approved and promulgated by the Texas Department of Housing and Community Affairs' Manufactured Housing Division.

3. For a mobile home to be eligible for reconstruction, repairs must exceed $10,000 as determined by the TREC inspection report.

4. Reconstruction of a housing unit will consist of a replacement with a home that will meet only the current needs of the family or individual.

5. Reconstruction of a manufactured home will consist of a replacement manufactured home.

B. **Location:** Units must be located within the targeted colonia identified in the contract.

V. CONDITION REQUIREMENTS

A. Upon completion of the rehabilitation or reconstruction, units must comply minimally with Colonia Housing Standards (CHS).

B. "Suitable for Rehabilitation" is defined as a unit occupied by LMI which can be brought up to CHS with a Colonia SHC investment not to exceed $17,500.

C. "Unsuitable for Rehabilitation" is defined as a residential unit which has major structural conditions that were either inadequate due to original construction, or has failing foundation, floor, wall, ceiling, roof, and/or exterior systems. Systems failures or violations in electrical, plumbing, door, windows, and other building components will also be taken into consideration. The rehabilitation coordinator will document specific conditions and determine that more than fifty percent (50%) of the house must be demolished in order to comply with CHS and/or the cost of rehabilitation will exceed the maximum amount of assistance available by housing unit type or inadequate grant funds are available for the County to satisfy its contract with the Department. The TREC Inspector will provide report upon the determination of the Self Help Provider Inspection Report.

VI. TYPES OF IMPROVEMENTS

A. Improvements needed to meet Colonia Housing Standards and cost effective energy measures are eligible improvements.

B. Improvements must be physically attached to the house and be permanent in nature (e.g., sheds or garages located separately from the house are ineligible). Eligibility of attached structures such as carports or utility rooms is based upon available funds and agreement by the Department in cases where safety or the structural integrity of the house is involved.

C. Improvements will include as necessary lead-based paint abatement, asbestos abatement, handicapped accessibility for special needs, energy efficiency or ventilation items such as ceiling fans, window screens, screen doors, and window blinds.

D. Cook stoves, refrigerators, and other necessary appliances are eligible items, but will only be considered when they are not present. Availability of funds is also contingent.

E. Required permits, if any, will be obtained by the Self Help Service Provider at their expense and will be included in the unit costs.

F. Assistance will not be used for luxury items, including but not limited to barbeque pits, deck around swimming pool, equipment (used commercially or industrially, farm or dairy), exterior hot tubs, flower boxes, food mixers, freezers, garage door openers, greenhouses, irrigation systems, luxury doors, saunas, spas, or whirlpools, security systems, television satellite dishes, and other items.

VII. SUPPLEMENTAL IMPROVEMENTS

A. All debris, abandoned vehicles, and derelict buildings will be removed by the Self Help Service Provider during the solid waste removal activity. The assisted homeowners will remove whatever they are physically able to remove. If not done by the resident, they will be responsible to do the removal.

B. All electrical components must be inspected including service, meter, wiring, and fixtures even if no electrical work is being specified. Unsafe components must be replaced. All exposed wiring, switches, and light bulbs in living areas must be encased. The third party certified inspector will conduct the initial inspection.

C. All homes must be equipped with a hard wired or battery operated smoke detector in conformance with the Federal Fire Prevention and Control Act of 1974. If a smoke detector is not in place, the Self Help Service Provider will install smoke detector upon completion of project and before final payment is made.

D. Home inhabitated by handicapped or elderly persons must be analyzed as to the special physical needs of such persons. Improvements such as widened doorways, ramps, level entry, doorways, grab bars in bath and any other necessary improvements must be installed, if appropriate.

VIII. MAXIMUM CEILING OF HOUSING ASSISTANCE

The maximum ceiling for assistance on housing units for rehabilitating a single housing unit is $17,500 and $33,500 for the reconstruction of a single housing unit. (All figures exclude the cost of demolition).

IX. HOUSING ASSISTANCE

A. **Type of Assistance** – The housing assistance provided shall be in the form of a five-year deferred payment, zero-interest forgivable loan (with the exclusion of small repairs program). A forgivable loan resembles a grant in that if the present owner retains the property for a specified period of years, no repayment is required. The forgivable loan is instituted through use of a promissory note. The assisted homeowner shall provide a mortgage lien through a deed of trust against the property to the Colonia SHC Housing Assistance Program in the amount stipulated on a related promissory note. Each year that the assisted homeowner retains ownership and resides in the home a percentage of the amount is forgiven as if it were a grant. The promissory note will be tracked by Self Help Service Provider.

B. **Repayment Note:** If the assisted homeowner continues to occupy the home until the term of the note expires, the owner pays nothing and there are no conditions on the disposition of the property. If the property is sold or transferred, with the exception of migrant farm workers, the repayment terms of the promissory note will be enforced except in those cases addressed in paragraph C, below. If the assisted homeowner for any reason ceases to reside in the assisted unit during the contract period, only LMI persons may reoccupy the unit until the contract is administratively closed by the Department. The County will randomly check for this requirement.

C. **Accelerated Forgiveness in Certain Cases:** In the event of (1) the death, (2) relocation to a managed care facility, or (3) relocation resulting from documented mental or physical incapacitation of the sole remaining assisted homeowner identified in the original application, the County may forgive any remaining loan balance.

D. **Relocation Assistance:** Relocation assistance will not be offered.

X ASSISTED HOMEOWNER ELIGIBILITY – THRESHOLDS

The following are threshold requirements, which must be met for an applicant to be eligible for assistance. Eligibility does not assure funding, since it is expected that there will be more eligible applicants than can be served with available funds.

A. **Income Eligibility**. The income limits to be utilized for the Colonia SHC Housing Assistance Program are the current income limits for LMI households established yearly by HUD for the Section 8 Housing Program. Income guidelines may change in accordance to HUD Section 8 Housing Program. Program will assist families at 80% moderate income and below LMI. See Section XI-A for further details.

Hidalgo County, Texas

Family Size	1	2	3	4	5	6	7	8
30% Very Low Income	9,150	10,500	11,800	13,100	14,150	15,200	16,250	17,300
50% Low income	15,250	17,450	19,600	21,800	23,550	25,300	27,050	28,800
80% Moderate Income	24,450	27,900	31,400	34,900	37,700	40,500	43,300	46,050

B. **Proof of Ownership.** The applicant must be an individual (and/or spouse) who owns and occupies a single-family residential unit within the targeted colonias identified in the County's contract. Ownership can be documented as follows:

1. possesses a valid Deed of Trust or Mortgage Deed which has been filed for record with the County Clerk's office and which included reasonable rights of redemption and quiet and peaceful possession of the property as determined by the rehabilitation coordinator;

2. possesses a life estate, which has been filed for record at the County Clerk's office;

3. maintains a 99-year leasehold interest in the property; or,

4. possesses a fee simple title to the property,

5. Contract for deeds will be accepted provided they are converted into a traditional mortgage and title to the property is obtained prior to building or repairing the home.

C. **Length of Ownership:** The unit to be rehabilitated must be the applicant's principal residence at least one year.

D. **Property Taxes:** Applicant must furnish evidence that all property taxes assessed on the proposed property requesting assistance

have been paid prior to the award of the assistance, or the property owner qualified for and received a tax deferral as allowed by law under Section 33.06 of the Texas Property Tax Code. Should the applicant be meeting the terms of a payment plan, then the applicant can be considered current with taxes.

E. Insurance

1. Under the Colonia SHC Housing Assistance Program, the Self Help Service Provider shall counsel and purchase fire and hazard insurance to assisted homeowners. The coverage policy shall be for one year and shall commence at completion of rehabilitation/reconstruction, and new construction (excludes small repairs). Fire and hazard insurance will be provided on behalf of the assisted homeowner by the Colonia SHC Housing Assistance Program using Colonia SHC funds. The term of the policy shall be for one year. Funds to provide insurance coverage for years after the term will be the responsibility of the homeowner.

2. If the unit is located in a flood hazard area, flood insurance must be in effect for the duration of one year. Flood insurance will be purchased on behalf of the assisted homeowner by the Colonia SHC Housing Assistance Program using Colonia SHC funds. The term of the policy shall be for one (1) year. Funds to provide insurance coverage for years after the term will be the responsibility of the homeowner.

XI SELECTION OF APPLICANTS

A. Applicant Policies

1. The Colonia SHC Housing Assistance Program will benefit the number of very low, low and moderate income households cited in the Colonia SHC contract unless a change is approved by the Department. Very low to moderate income is defined by income as computed on the most current HUD Section 8 Income Limits. Any activity carried out with Colonia SHC funds that involves rehabilitation or reconstruction of property to provide housing is considered to benefit very low, low and moderate income persons only to the extent that such housing will, upon completion, be occupied by such persons.

2. Two (2) different agencies will be reviewing the applications. Application intake and preliminary approval will be done by

Self Help Service Provider and County will make ultimate final determination of approval.

3. The Colonia SHC Housing Assistance Program will ensure that every individual is treated with fairness and consistency. The adopted guidelines will apply equally to each applicant.

B. **Priorities for Evaluating Applicants.** All eligible applicants will be rated based on Self Help Service Provider's scoring system as approved by the Department in order to establish the priority of funds. Additional points will be given to people who are 30% and below.

The following is the scoring method that will be utilized by the program.

1. **Income (maximum 30 points)**

Equal to or less than 30% of the area median income limits by household size.	40	Points
More than 30% but less than or equal to 50% of the area median income limits by household size.	20	Points
More than 50% but less than or equal to 80% of the area median income limits by household size.	10	Points

2. **Disability**

Any documented disability that requires physical changes to the house to provide accommodation.	10	Points

3. **Age**

Member of Applicant Household is less than 18 years old.	20	Points
Member of Applicant Household is 62 years old or older.	20	Points

4. **Condition of Structure**

A. Rehabilitation and Small Repair Only

Rehabilitation costs are estimated at less than or equal to $9,999	20	Points

Rehabilitation costs are estimated to be more than $10,000 but less than or equal to $17,500.	10	Points
B. Reconstruction/New Construction		
Reconstruction costs are estimated at less than or equal to $9,999 Points		10
Rehabilitation costs are estimated to be more than $10,000 but less than or equal to $17,500.	20	Points
C. New Construction New construction costs are estimated to be $33,500	25	Points
TOTAL (maximum score)	**90**	**Points**

Tiebreakers will be based first upon the applicant household with the greatest number of beneficiaries, and second upon the applicant household with lowest percentage of income in relation to the income guidelines.

C. **Selection and Approval of Applicants**

1. Applications will be taken by interview on a designated date, time and place, and pre-qualify the applicants who meet the eligibility criteria. Applicants who clearly do not qualify will be informed in writing immediately after their interview that they do not meet baseline eligibility criteria. Applications will be retained for a period of three (3) years.

2. Applications will be directly accepted from potential Colonia SHC Housing Assistance Program beneficiaries during regular business hours of the Self Help Service Provider. There is no deadline for applications since Self Help Service Provider takes applications year round for various programs and funding streams. Self Help Service Provider will be responsible for advertising the availability of the Colonia SHC Housing Assistance Program and for accepting

applications. The County will make the ultimate approval on all applications.

3. All eligible applications will be reviewed and pre-approved by the rehabilitation coordinator using the approved evaluation and scoring criteria as determined. Applicants determined

   eligible will be forwarded to Urban County Program for final approval.

4. All eligible applicants will assist in the repairs or construction of their home. Each applicant will contribute sweat equity hours as necessary. Individuals that are disabled and/or elderly will be given sweat equity hours that are in the Self Help Service Provider's hour bank. The Self Help Service Provider's hour bank are volunteer hours deposited for later use by disabled and elderly families.

   They will be given the option of selecting any other family member or volunteer to do the sweat equity hours for them. Under New Construction and Reconstruction, families will need to contribute 550 hours of sweat equity. Rehab hours will be determined on a case by case basis depending on work to be done. Pictures of family contributing sweat equity hours will taken by Self Help Service Provider.

D. **Income and Asset Limits**

1. The gross income of households to be benefited must not exceed 80% AMFI HUD's current Section 8 Income Limits for LMI according to household size.

2. All income will be verified from independent source documentation such as W2s for the preceding 2 year period or a fully completed Verification of Employment (Fannie Mae Form 1005), certified letter from employer(s), benefit letter from the Social Security Administration, or copies of signed income tax returns. Income will be verified for all members of the household eighteen years of age and over.

3. Assets that can be quickly converted into cash are considered "liquid assets." These include bank accounts, stocks, bonds, mutual funds, and so on. Other assets include real estate excluding residence, number and value of cars, investments, and cash on hand.

4. Liquid assets in excess of 10% (excluding residence) will be considered income to the household in determining eligibility.

XII SELECTION OF APPLICANTS, LICENSED INSPECTORS, WORK WRITE-UPS AND CONTRACTING PROCESS.

A. Upon verification of the applicant's eligibility, each application will then be rated according to a priority scoring system as submitted by Self Help Service Provider. The rehabilitation coordinator will be responsible for scoring the applications with the assistance of the family support department. All completed and eligible applications will be ranked against each other in order to establish the order of priority for assistance.

B. After ranking the applications, the rehabilitation coordinator will conduct a property inspection of the highest ranked applicants up to the number of rehabilitations specified in the contract. A licensed inspector will conduct inspection to determine the specific items to be repaired or replaced to bring the units up to CHS and the estimated cost of those items. This list of work items will constitute the work write-up for those units and should largely reflect the items noted in the application process.

C. Applicants will accompany the rehabilitation coordinator on the work write-up inspection in order to discuss the proposed work items. When the work write-up has been completed and a cost estimate prepared, the rehabilitation coordinator will discuss the scope of work and the effect of the cost estimate with the applicant. If the estimated cost of the work write-ups does not exceed $17,500, rehabilitation will be recommended. However, if the estimated cost exceeds the $17,500 maximum, the applicant's property will not be considered for rehabilitation. The property may be considered for reconstruction if funds are available and the reconstruction is approved by Urban County Program.

D. The applicant and the rehabilitation coordinator will then sign the final work write-up and cost estimate which will in turn be utilized in the bidding process, once the applicant agrees with the scope of the work.

E. All housing rehabilitation, reconstruction and new construction activities are required to be inspected by an individual licensed inspector by the Texas Real Estate Commission to perform home inspections prior to finalizing the work write-up. New construction will only need a post inspection done. The inspection must ensure that the construction on the house is complete, that the home is

safe, and that it meets at a minimum, Colonia Housing Standards. The licensed inspector must utilize the most current Property Inspection Report as promulgated by the Texas Real Estate Commission and all items noted on the inspection report must be corrected and repaired

G. Each assisted unit if built before 1978 will be provided information on lead based paint.

XIII. CONTRACTOR QUALIFICATIONS

In order to be eligible to participate in the construction work financed under this Colonia SHC Housing Assistance Program, contractors must meet the following minimum requirements:

A. The contractor must not be a debarred, suspended or ineligible contractor according to U.S. General Services Administration list of Parties Excluded from Federal Procurement and Non-Procurement Programs and the Department. Verification of contractor eligibility will be obtained from the Department prior to awarding any contract by the Urban County Program.

B. The contractor will carry worker's compensation insurance, automobile liability insurance, and unemployment insurance as required by the State of Texas and the Rehabilitation Coordinator. Additionally, the sub-contractors must carry general liability and property damage insurance for rehabilitation work done within the county in the amount of $500,000. This insurance must be applicable to construction work done in the county and must be in effect during the contracted period. Evidence of such insurance must be presented prior to the execution of the contract.

C. A certificate of insurance meeting the requirements as stated in this section.

D. Registration with the Texas Residential Construction Commission as applicable.

XIV. GRANT APPROVAL AND CONTRACTOR BID AWARD

A. The rehabilitation coordinator will submit each eligible application, in its numerical order of ranking, along with the construction bids received for each structure to the Self Help Service Provider for their consideration. The County will make the final approval on all applications and will send correspondence to the Self Help Service Provider on all approvals.

XV. WORK INSPECTIONS AND FINAL PAYMENT

Progress inspections serve three purposes: a) to evaluate the Self Help Services Provider's progress; b) to confirm that applicable housing standards have been satisfactorily met; and c) to confirm that all requirements of the contract have been met to all parties' satisfaction.

A. Progress Inspections

1. A licensed inspector is required for inspections. Key stages are times when work such as wiring and plumbing are completed and still exposed prior to the wall or flooring being replaced. Payments will be determined as each work is completed in stages (roofing, walls, framing, etc.).

2. Inspections to approve housing rehabilitation progress payments request will be made at a time requested by the sub-contractor. These inspections will be made promptly upon request so as not to delay the processing of the contractor's payments.

3. The same person will conduct inspections each time.

4. The electrical work must be completed by an electrician with an approved license.

5. A licensed plumber must perform all plumbing work.

6. The assisted homeowner and the rehabilitation coordinator will sign off on the Housing Rehabilitation Payment Request (Form C05) acknowledging that the work was completed and meets their approval. A total of 10% will be retained from the final payment for thirty (30) days after work is completed. The 10% will be paid after it is determined that all work was completed.

B. Final Inspections by a licensed inspector.

1. When work is nearing completion, the contractor will notify the rehabilitation coordinator of a specific date when the job will be ready for a final inspection to be conducted by licensed inspector.

2. The purpose of the final inspection is to guarantee that all work called for in the contract has been completed according to specification. If progress inspections were conducted often enough to make mid-course corrections, the final inspection should only need to catch those items which have been done since the last inspection

3. The final inspection will be as thorough and deliberate as the initial inspection. Finished carpentry, painting, backfilling, electrical fixtures, all housing assistance activities, and clean-up should be closely checked for completion.

4. The rehabilitation coordinator will make sure that the assisted homeowner has received all warranties and instruction booklets for installed equipment.

5. As in all construction projects, a punch list will be developed toward the end of the job. A punch list is a listing of items written as specifications, which constitute the work necessary to complete the contract. The Self Help Services Provider and the rehabilitation coordinator, as a result of the final inspection, will develop the punch list. The Self Help Services Provider and the assisted homeowner can develop it prior to the final inspection. Either way, the punch list will represent work yet to be done, no additional work over and above the original or amended contract. Once the final inspection report clears all items, no other work items will be expected of the Self Help Services Provider.

C. **Certificate of Completion and Owner Acceptance**

After all items on the punch list have been satisfactorily completed, and all warranties issued, the project can be brought to final resolution. For purposes of accountability, the Colonia SHC Housing Assistance Program must have written documentation that the assisted homeowner and rehabilitation coordinator have accepted the work.

XVI. CHANGE ORDERS AND COST OVERRUNS

Efforts will be made to limit the number of changes made to the scope of work for each assisted unit. However, a typical rehabilitation/reconstruction contract cannot possibly cover or anticipate every contingency. For example, the initial inspection can easily miss termite damage, which is discovered during the course of the project. This damage cannot be ignored and an alteration in the scope of work is required to take care of it. This alteration is authorized by means of a change order.

The change order form provided by the Department will be utilized to explain in writing any variation from the work write-up. It will become an addendum to the contract and will be specific with respect to the work to be performed, cost and the schedule. It can be initiated by any party to the contract, but must be formally approved by the assisted homeowner, the Self Help Service Provider, and the

Urban County Program. Department approval prior to starting work on a change order activity is required and all TDHCA requirements will be met.

Change orders can cover any sort of revision to the contract, including: adjustments in the method by which a task is to be completed, adjustments to the specifications in the work write-up, change in scheduling, additional activities, or deleted activities.

XVII. CONFLICT OF INTEREST

A. The conflict of interest regulations contained in the Colonia SHC contract between the County and the Department prohibit local elected officials, colonia SHC employees, and consultants who exercise functions with respect to Colonia SHC activities. Those persons who are in a position to participate in a decision-making process or gain inside information with regard to such activities, cannot receive any benefit from the Colonia SHC activity either for themselves or for those with whom they have family or business ties during their tenure or for one year thereafter.

B. For purposes of this section, "family" is defined to include parents; mother-in-law, father-in-law, grandparents; siblings; sister-in-law, brother-in-law, and children of an official covered under the CDBG conflict of interest regulations at 24 CFR Sec. 570.489(h).

XVIII. Warranties and Liens

1. When final inspection determines that the work is completed in accordance with the contract, the rehabilitation coordinator will obtain from the homeowner a contractors request for payment. In addition, the rehabilitation coordinator must obtain from the homeowner an executed Affidavit of Completion, which must be in accordance to real property.

2. All work performed by the Self Help Service Provider will be guaranteed for a period of one (1) year. Such warranty will be stipulated in the construction contract between the Self Help Service Provider and the homeowner. For a period of one (1) year, the assisted homeowner may require Self Help Service Provider to correct defects or problems arising from his or her work under this contract. Should the Self Help Service Provider fail to do so, the assisted homeowner may take any necessary legal recourse as prescribed in the rehabilitation contract. A reasonable amount of time will be given to correct the problem; however, in no case will such time exceed two weeks to respond.

XIX. COMPLAINTS AND DISPUTES

Complaints are either informal or formal. An informal complaint is usually made by the assisted homeowner or Self Help Service Provider to the rehabilitation coordinator. The rehabilitation coordinator will check out all problems, informal or formal immediately. The rehabilitation coordinator will deal with complaints and disputes that are unique to the project and which affect the Colonia SHC Housing Assistance Program as a whole. Urban County Program will handle problems, which cannot be resolved by the rehabilitation coordinator. Complaints that cannot be resolved at the local level will be addressed to the Department.

Formal Procedures to Resolve Complaints. A formal procedure for dealing with construction-related disputes or complaints will have the following elements:

1. The complaint will be written on a form provided by the rehabilitation coordinator.

2. Any and all kinds of disputes or complaints may be handled formally. The person filing the complaint must initiate the formal complaint process upon submission of a complaint in writing on the prescribed form.

3. The rehabilitation coordinator will be responsible for handling the complaint. If the rehabilitation coordinator is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the rehabilitation coordinator's decision to the County. If the County is unable to resolve the complaint, the person filing the complaint will have five (5) working days to appeal the County's decision to the Department. The decision of the Department will be binding upon all parties involved.

4. Every step of the process will be thoroughly documented and maintained in the files.

XX. FILES AND REPORTS

The County will maintain accurate Colonia SHC Housing Assistance Program files and records for general administration activities, for each applicant, and for each assisted homeowner for a period of three (3) years as required by the Department. Such files will be open for inspection as to qualifications, bids, and awards.

XXI. CHANGES, WAIVERS, AND/OR CONFLICTS

A. The County's governing body will have the right to change, modify, or revoke all or any part of these Colonia SHC Housing Assistance

Program guidelines by a majority vote of the governing body. However, the Department must be informed of such changes and if the changes are substantial and do not meet the Department's requirement, Department will have the final word on the issue. No waivers will be done.

Passed and approved this _____ day of _____, 2009, by Commissioners' Court of Hidalgo County Texas.

_____
J.D. Salinas, III
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr.
Hidalgo County Clerk

AI-14834 **13.D.**

Fire Station equipment purchase - City of San Juan FD

CC REGULAR

Date:	04/07/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Precinct #2 is requesting authority to purchase 5 complete sets of bunker gear from lowest bidder; Casco Industries, Inc., in the amount of $9,950.00 (quote attached hereto), for the City of San Juan Fire Department. Precinct No. 2 Urban County Program Year 21 (2008) Fire Station/Equipment funds will be utilized.

BACKGROUND

The bunker gear will be used by City of San Juan Fire Department. Payment in the amount of $9,950.00 will include delivery. Delivery is expected in approximately 30 days. (see attachments)

Vendor:	Casco Industries, Inc.
Purchase Amount:	$9,950.00
Funds Available:	$9,972.94 Year 21 (2008) Precinct #2 Fire Station/Equipment funds

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding is to come from Year 21 (2008) which has $9,972.94 available as of 4/3/09.

Attachments

Link: fire station equip purchase

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 12:30 PM	APRV
2	Veronica Lopez	Angela Garcia	04/03/2009 07:36 AM	APRV
3	Budget & Management	Ivan Cantu	04/03/2009 07:47 AM	APRV
4	Dale Kennan	Dale Kennan	04/03/2009 08:02 AM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Estella Webber Started On: 04/01/2009 09:44 AM

Final Approval Date: 04/03/2009

Hidalgo County

Precinct No. 2

HECTOR "TITO" PALACIOS
COUNTY COMMISSIONER

To: Diana R. Serna, Director Hidalgo County Urban County Program

From: Hector "TITO" Palacios, Commissioner Hidalgo County Precinct # 2

Subject: City of San Juan's Fire Department's Fire Fighting Gear

Date: March 31, 2009

Diana, please allow this to be notice of our payment request for City of San Juan's fire department's order of firefighting gear. At this time I am requesting that Urban County Program pay from year 2008 the amount requested as the low bid in the amount of $9,950.00 to Casco Industries. This expenditure is on the work plan for Fire Station/Equipment for the City of San Juan.

Thank you in advance for your assistance and the attention given this matter. Should you have any questions or require additional information please do not hesitate to contact Mr. Eralio Palacios of my staff at 956-787-1891.

Sincerely,

Commissioner Hector "TITO" Palacios
Hidalgo County Precinct No. 2

Cc: Tony Barco, UCP Compliance Division Manager
Monica Luna, UCP C. D. Coordinator
Agapito Vargas, Jr., CAP Executive Director
Eralio Palacios, BCAP Coordinator

MAR 31 2009

Worked on 3/31/2009 3:46 PM by cp

301 EAST STATE STREET • PHARR, TEXAS 78577 • TEL. 956.787.1891 • FAX 956.787.4683

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Price Quotations Form

VENDOR #1 Name: The Fire Store Person Contacted: Michael D.

Phone. 1-800-852-6088 Address: 104 Independence Way

Item#	Quantity	Description	Amount
	5	Complete sets of Fire fighting Gear, includes	$12,326.50
		Helmet, Gloves, Coat, Pants, Suspenders,	
		Nomex Hood, Boots, Shipping	

VENDOR #2 Name: Dooley Tackaberry Person Contacted: Alex Barragan

Phone: 713-425-3967 Address: 1515 W. 13th Street

Item#	Quantity	Description	Amount
	5	Complete sets of Fire fighting Gear, includes	$15,111.75
		Helmet, Gloves, Coat, Pants, Suspenders,	
		Nomex Hood, Boots, Shipping	

VENDOR #3 Name: Casco Industries Person Contacted: Bob Yancy

Phone: 281-442-1800 Address: 14233 Interdrive West

Item#	Quantity	Description	Amount
	5	Complete sets of Fire fighting Gear, includes	$9,950.00
		Helmet, Gloves, Coat, Pants, Suspenders,	
		Nomex Hood, Boots, Shipping	

Recommendation: Lower bidder Casco Industries for purchase of 5 complete sets of fire fighting gear.

Requested by: Tirso Garza 03/17/09 UCP Approval: 3/19/09
Date Date

Form UCA - 5

Cavco Industries, Inc.

Quotation

14233 INTERDRIVE WEST
HOUSTON, TEXAS 77032

281-442-1800
FAX 281-442-1803

To: SAN JUAN FIRE DEPARTMENT Attn: CHIEF GARZA Fax: E-Mail: tirsogarza@yahoo.com	Ship to: Same

Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
3/16/09	BOB YANCY		Best Way	Shipping Point	NET 30 Days

Qty	Description	Unit Price	Total
5	GLOBE-32782DG G-EXTREME ADVANCE COAT GOLD WITH RED/ORANGE TRIM	775.00	3,875.00
5	GLOBE-HP/BLACK ADVANCE HUNG PATCH 5" X 20"	30.00	150.00
5	GLOBE-42782DG G-EXTREME ADVANCE PANT GOLD WITH RED/ORANGE TRIM	575.00	2,875.00
5	CAIRNS 1044 DELUXE DEFENDER HELMET WITH FRONT	215.00	1,075.00
5	GLOBE-1001400 LEATHER PULL-ON BOOT	320.00	1,600.00
5	PGI-3038185 NOMEX ULTIMATE HOOD	20.00	100.00
5	SHELBY 52228 GLOVES	45.00	225.00

Sub Total	$9,900.00
Shipping	$50.00
TOTAL	$9,950.00

BOB YANCY / Sales Representative

MAR 17 2009

AI-14832 **13.E.**

Proclamation - CDBG Week

CC REGULAR

Date:	04/07/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Presentation and approval of a Proclamation declaring April 12 - April 18, 2009, as CDBG Week.

BACKGROUND

The U.S. Department of HUD is commemorating it's 35th year of serving America's cities and urban counties through it's CDBG Program.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: proclamation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 09:23 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/01/2009 12:34 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Estella Webber — Started On: 04/01/2009 08:54 AM

Final Approval Date: 04/03/2009

URBAN COUNTY PROGRAM
HIDALGO COUNTY
PROCLAMATION

WHEREAS, the Community Development Block Grant (CDBG) Program has operated since 1975 to provide local governments with the resources required to meet the needs of persons of low-and - moderate income, and CDBG funds are used by thousands of neighborhood-based, non-profit organizations throughout the nation to address pressing neighborhood and human service needs; and,

WHEREAS, the CDBG program has had a significant impact on our local economy through job creation and retention, physical redevelopment of streets and drainage, water and sewer, infrastructure and housing rehabilitation and improved local tax bases; and,

WHEREAS, Hidalgo County, through its Urban County Program, has clearly demonstrated the capacity to administer and modify the CDBG program, as necessary, to identify, prioritize and resolve pressing local and physical redevelopment; and,

NOW, THEREFORE WE by virtue of the authority vested in us as the Commissioners of the County of Hidalgo, Texas do hereby proclaim the week of April 12th through April 18th , 2009, as

"COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) WEEK"

throughout the Cities of Hidalgo County, Texas, and encourage all citizens to join us in recognizing the CDBG Program and the important role it plays in our community.

In Witness Whereof, we have hereunto set our hands this the 7th of April, 2009.

Juan D. Salinas, III, Hidalgo County Judge

Sylvia S. Handy, Commissioner, Pct. # 1

Hector "Tito" Palacios, Commissioner, Pct. # 2

Joe M. Flores, Commissioner, Pct. # 3

Oscar L. Garza, Jr. Commissioner, Pct. # 4

2009 NATIONAL CD WEEK

The 2009 National Community Development (CD) Week will be celebrated from April 12-18, 2009. The week provides the opportunity for CDBG grantees to meet with their congressional members, showcase CDBG-funded projects and programs, and involve the local community, including local businesses, citizens, and community groups in the week-long celebration.

The National Community Development Association is pleased to provide you with information on how to plan and organize your activities for National Community Development Week 2009. For the 23rd consecutive year, NCDA is spearheading the National Community Development Week campaign. This annual campaign is designed to focus local as well as national attention on the numerous outstanding accomplishments over the past 35 years of the Community Development Block Grant (CDBG) program, funded through the U.S. Department of Housing and Urban Development.

National Community Development Week provides an ideal opportunity to educate citizens at the local level as well as members of Congress regarding the Community Development Block Grant Program and its critical importance in the lives of low and moderate income citizens. Last year, hundreds of communities across the nation participated in the campaign and we hope your community will be able to join us during this year's national celebration.

WHY NATIONAL COMMUNITY DEVELOPMENT WEEK?

- CDBG program funding has been reduced. In FY 2001, the program received $4.406 billion in formula funding. By FY 2007, formula funding had been reduced to $3.58 billion and remains at that level today. Congress continues to be faced with soaring budget deficits and funding for federal programs will continue to be scarce in future years.

- We need to celebrate the program's good works and bring more national and local attention to the program. CDBG has assisted millions of persons during its 34 year history, yet it is not widely known to the public at large. Even in many local communities, the program does not get enough recognition; most local citizens do not know of the program or what it provides.

THE U.S. CONFERENCE OF MAYORS' 10 POINT PLAN

On January 24, 2007, the United States Conference of Mayors (USCM) announced the 2007 *Mayors' 10 Point Plan*. Included in the Plan is the doubling of funding for CDBG, to $8 billion. NCDA worked closely with USCM to develop this policy position. As stated in the Plan:

"The nation's mayors recommend that CDBG formula funding be doubled to $8 billion. This additional funding would address the delayed projects and activities which have come about because of cuts to CDBG, and further build on the proven record of an effective affordable housing and revitalization program."

AI-14914 **14.A.**

Approval of Budget Increase - HAVA Grant
CC REGULAR

Date:	04/07/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Yvonne Ramon
Department:	BUDGET & MANAGEMENT
Agenda Category:	Elections Administration

Information

CAPTION

1. Approval of increase in funds for the following (HAVA) grant awards
   a. Polling Places Accessibility increase in the amount of $1,000.00
   b. Opportunity for Access increase in the amount of $1,000.00
2. Approval of Certification of Revenues by the County Auditor for HAVA Grant.
3. Approval of Appropriation of funds in the amount of $2,000.00.

BACKGROUND

The grant applications were presented to CC on 06/12/07 (AI-4140,12A).
Original appropriation of Polling Place Accessibility and Opportunity for Access was presented to CC on 07/24/07 (AI-4741,16L)

No county cash match required for HAVA grant.

Total grant awards (including increase in funds) for both Polling Place Accessibility & Opportunity for Access in the amount of $8,500.00 & $3,000.00, respectively.

Grant Awards have been extended to December 31, 2009 as mentioned in the award letter.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-414-00-130-014-7-739

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

BUDGETARY IMPACT:

Appropriation of funds for the Polling Place Accessibilty - HAVA grant in the amount of $1,000.00

Revenue - 9-1283-334-10-130-014-7-000

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-414-00-130-013-7-601

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

BUDGETARY IMPACT:

Appropriation of funds for the Opportunity for Access - HAVA Grant in the amount of $1,000.00

Revenue - 9-1283-334-10-130-013-7-000

Attachments

Link: HAVA Award Letter

Link: Auditor Cert. Revenues

Link: Appr. Polling Place

Link: Appr. Access

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 01:44 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/03/2009 01:52 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rolando Garcia — Started On: 04/03/2009 09:58 AM

Final Approval Date: 04/03/2009

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

TO: Texas County Judges

CC: County Election Officials
County Financial Officers

FROM: Coby Shorter, III, Texas Deputy Secretary of State

DATE: August 29, 2008

RE: Help America Vote Act (HAVA) Funding

As you are aware by now, funds were made available to your county in response to the Help America Vote Act (HAVA) of 2002. To-date, six allotments of funding have been awarded to each Texas county: 1) County Education fund, 2) Voting System Accessibility, 3) General HAV Compliance, 4) TEAM Compatibility, 5) Polling Place Accessibility, and 6) Opportunity for Access. The funds are accessible through the HAVA online grant system at http://hava.tamu.edu/, which you have a user ID and password to access. If you don't have a user ID and password, please email hava@sos.state.ts.us.

Once in the grant system, the purpose areas awarded to the county are viewable on the left side of the screen on the county's homepage. A short description for each purpose area, including its eligible uses and period of availability, are also included on the homepage. All users have access to view current approved budgets and reimbursements. Also on the left side of the screen is a link to a Status Report that outlines the total amount budgeted to-date, the amount that has been reimbursed to-date, and the remaining balance for each award allotted to the county. The authorized official for the county (county judge) has access to apply for the funding, including grant adjustments if the award has a remaining balance. Upon approval by the Secretary of State's Office, the county financial officer (the county auditor or treasurer, depending on the county) has access to request reimbursement against the approved budget.

This memo serves as notice that the County Education Fund, Voting System Accessibility, General HAVA Compliance, TEAM Compatibility, Polling Place Accessibility, and Opportunity for Access awards have all been extended to December 31, 2009. Each county has until that time to submit a budget

OVER

via the online grant system. Below are the periods of availability for the funding that has been awarded to your county.

Grant Award	**Funding Period**
County Education Fund	June 1, 2004 thru December 31, 2009
Voting System Accessibility	November 8, 2000 thru December 31, 2009
General HAVA Compliance	November 8, 2000 thru December 31, 2009 (HAVA Compliant Voting Equipment and Ongoing Operation Costs - maintenance, licensing, storage, etc.) and September 1, 2004 thru December 31, 2009 (Voter and Election Worker Education)
Texas Election Administration Management (TEAM) Compatibility	January 1, 2006 thru December 31, 2009
Polling Place Accessibility and Opportunity for Access	For budget items submitted prior to January 1, 2008: January 1, 2005 through December 31, 2008 For budget items submitted on or after January 1, 2008: January 1, 2006 through December 31, 2009

In addition, the Polling Place Accessibility and Opportunity for Access grants have increased award amounts. All counties are eligible regardless of whether they have previously submitted a budget. Below are the new award amounts:

Making Polling Places Accessible

Current Award Amount	New Award Amount
$2,500	$4,500
$5,000	$6,500
$7,500	$8,500

Opportunity for Access

Current Award Amount	New Award Amount
$1,500	$2,000
$1,750	$2,500
$2,000	$3,000

If you need assistance, or if you have questions, please call Dan Glotzer or Jennifer Templeton toll-free at 1.800.252.8683 or email dglotzer@sos.state.tx.us or jtempleton@sos.state.tx.us—we are here to help you, to answer questions, and to make this process as easy as possible.

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

SCANNED
APR 2 2009
INITIALS:

April 2, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of the following two additional grant awards from the Secretary of State. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$1,000.00	Polling Place Accessibility
$1,000.00	Opportunity for Access

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

4/2/09
Date

HIDALGO COUNTY
BUDGET OFFICE
2009 APR 2 AM 9 59

DATE: March 26, 2009

2009
Budget Amendment

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Elections Department

AI-14737

ACCOUNT NUMBER: 9-1283-414-00-130-014-7-739

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
9-1283-414-00-130-014-7-739	HAVA POLLING ACCESS-OTHER STRUCTURES	$ 1,000.00
	TOTAL APPROPRIATIONS	$ 1,000.00
9-1283-334-10-130-014-7-000	HAVA POLLING ACCESS REVENUES	$ 1,000.00
	TOTAL REVENUE	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$ 1,000.00**

REASON:
To appropriate the HAVA Polling Place Accessibility funds increase of $1,000.00 awarded for the period of January 1, 2005 through December 31, 2009. There are No local match monies required.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

DATE: March 26, 2009

2009
Budget Amendment

AI-14737

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Elections Department

ACCOUNT NUMBER: 9-1283-414-00-130-014-7-601

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
9-1283-414-00-130-013-7-601	HAVA OPPORTUNITY ACCESS -OFFICE SUPPLIES	$ 1,000.00
	TOTAL APPROPRIATIONS	$ 1,000.00
9-1283-334-10-130-013-7-000	HAVA OPPORTUNITY ACCESS REVENUES	$ 1,000.00
	TOTAL REVENUE	$ 1,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**$ 1,000.00**

REASON:
To appropriate the HAVA Opportunity for Access funds increase of $1,000.00 awarded for the period of January 1, 2005 through December 31, 2009. There are no local match monies required.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14850 **15.A.**

81st Legislative Session

CC REGULAR

Date:	04/07/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding Hidalgo County's Legislative Program for the 81st Session of the Texas Legislature.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 02:50 PM	APRV
2	Roland Garcia	Rolando Garcia	04/02/2009 09:23 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Erika Reyna — Started On: 04/01/2009 02:27 PM

Final Approval Date: 04/03/2009

AI-14872 **15.B.**

Appointment

CC REGULAR

Date:	04/07/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Appointment of member to the Hidalgo County Housing Authority Board

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Funding Required.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:15 PM	APRV
2	Roland Garcia	Rolando Garcia	04/02/2009 01:05 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sandra De Leon — Started On: 04/01/2009 03:53 PM

Final Approval Date: 04/03/2009

AI-14818 **16.A.**

Planning Department

CC REGULAR

Date:	04/07/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

1. Final Approval of Subdivision Plat with Financial Guarantee
   a. Amended Plat of Lot 3, Paparazzi Estates Subdivision – Pct. 4 (Juan Rene Pena)

BACKGROUND

Fiscal Impact

Attachments

Link: Amend Lot 3, Paparazzi Estates- Final

Link: Amend Lot 3 Paparazzi Estates;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 02:30 PM	APRV
2	Dale Kennan	Dale Kennan	04/01/2009 10:10 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Nora Cavazos			Started On: 03/31/2009 02:04 PM	
Final Approval Date: 04/03/2009				

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: March 31, 2009

RE: **Amended Plat of Lot 3, Paparazzi Estates Subdivision – Pct. 4**
Final Approval with Financial Guarantee

Amended Plat of Lot 3 Paparazzi Estates Subdivision is a one (1) lot subdivision located on the South side of S.H. 107 approximately ¼ mile West from Alamo Road.

The proposed Subdivision lies within the Edinburg 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 June 1, 2007. The proposed subdivision lies within Zone "X" as per FEMA's FIRM.

Sanitary Services will be provided by OSSF. Soil Analysis were conducted by Jose Angel 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 six (6) inch waterline on Harrods Avenue that will serve as the primary source of water for the proposed 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.

The Subdivider is requesting Final Approval with Financial Guarantee. A Cash Deposit in the amount of $1,000.00 was submitted to the Planning Department and deposited into Escrow Account No. 09-1100-211-00-000-018-0-000. The Cash Deposit will be used to secure the funds for the installation of one (1) septic tank system.

This amendment is to reduce a section of the existing 15 feet utility easement to a 10 feet easement along the West lot line of Lot 3.

The Hidalgo County Advisory Board convened and recommended **Final Approval with Financial Guarantee** on **March 30, 2009.**

AMENDED PLAT OF LOT 3
PAPARAZZI ESTATES

A 0.565 ACRE TRACT OF LAND BEING ALL OF LOT 3, PAPARAZZI ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 3, PAGES 144, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1949384, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

METES AND BOUNDS

A 0.565 OF AN ACRE TRACT OF LAND BEING ALL OF LOT 3, PAPARAZZI ESTATES, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 33, PAGE 143B, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1949384, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS; REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD FOUND ON THE NORTH RIGHT OF WAY LINE OF HARRODS AVENUE FOR THE FOR THE SOUTHEAST CORNER OF LOT 3 AND THE SOUTHEAST CORNER OF THIS TRACT,

THENCE, ALONG THE SOUTH LINE OF LOT 3 AND THE ARC OF A CURVE TO THE LEFT (CURVE DATA: DELTA = 89°58'30", RADIUS = 50.00 FEET), A DISTANCE OF 78.52 FEET TO A 1/2 " IRON ROD FOUND FOR AN EXTERIOR CORNER OF LOT 3 AND AN EXTERIOR CORNER OF THIS TRACT,

THENCE, N 80°58'08"W, ALONG THE SOUTH LINE OF LOT 3, A DISTANCE OF 63.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF LOT 3 AND THE SOUTHWEST CORNER OF THIS TRACT,

THENCE, N 09°00'42"E, ALONG THE WEST LINE OF LOT 3, A DISTANCE OF 235.00 FEET TO A 1/2" IRON ROD FOUND ON THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 107 FOR THE NORTHWEST CORNER OF LOT 3 AND THE NORTHWEST CORNER OF THIS TRACT,

THENCE, S 80°58'08"E, ALONG THE NORTH LINE OF LOT 3 AND THE SOUTH RIGHT OF WAY LINE OF STATE HIGHWAY 107, A DISTANCE OF 113.00 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHEAST CORNER OF LOT 3 AND THE NORTHEAST CORNER OF THIS TRACT,

THENCE, S 09°00'42"W, ALONG THE EAST LINE OF LOT 3, A DISTANCE OF 185.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.565 OF AN ACRE OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH PAPARAZZI ESTATES, RECORDED IN VOLUME 33, PAGE 143B, 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 CERTIFY THAT THIS 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
REG. No. 4856

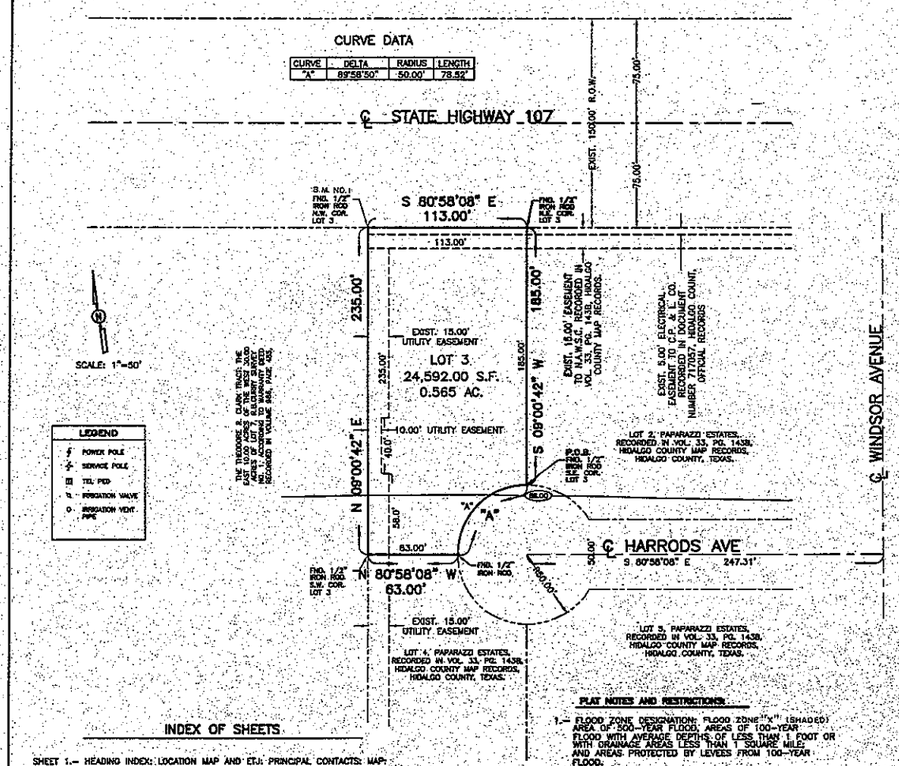
12-4-08
DATE

COUNTY OF HIDALGO
STATE OF TEXAS

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. No. 95534

2-12-09
DATE



INDEX OF SHEETS

SHEET 1.– HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS: MAP DESCRIPTION (METES AND BOUNDS); ENGINEER'S & SURVEYOR'S CERTIFICATION; PLAT NOTES AND RESTRICTIONS; OWNER'S DEDICATION, CERTIFICATION, ATTESTATION; COUNTY JUDGE CERTIFICATE; COUNTY CLERK'S RECORDING CERTIFICATE; H.C.I.D.O. No. 1 CERTIFICATION; HIDALGO COUNTY HEATH DEPARTMENT CERTIFICATE; RIGHT OF WAY DEPARTMENT CERTIFICATE; ENGLEMAN IRRIGATION DISTRICT CERTIFICATION; REVISION NOTES

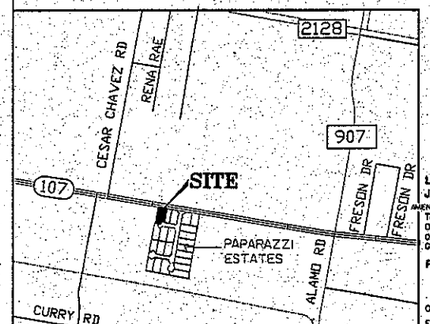
SHEET 2.– WATER DISTRIBUTION AND SANITARY SEWER (O.S.S.F.) MAP, HEADING INDEX: LOCATION MAP AND ETJ; PRINCIPAL CONTACTS; MAP; LOT, STREETS, AND EASEMENT LAYOUT; LINE AND CURVE DATA; ENGINEER'S & SURVEYOR'S CERTIFICATION; REVISION NOTES; ENGINEERING REPORT, INCLUDING DESCRIPTION OF WATER AND WASTE WATER/OSSF AND ENGINEER'S CERTIFICATION (ENGLISH AND SPANISH VERSION); SUBDIVIDER CERTIFICATE & STATEMENT; DRAINAGE REPORT INCLUDING DESCRIPTION OF DRAINAGE AND DRAINAGE SWALES; MAP OF TOPOGRAPHY AND DRAINAGE, AND ENGINEERING CERTIFICATION; REVISION NOTES.

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

LOCATION MAP

SCALE= 1":1000'



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

AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES IS LOCATED IN CENTRAL HIDALGO COUNTY, ON THE SOUTH SIDE OF STATE HIGHWAY 107 AND ON THE WEST SIDE OF ALAMO ROAD, THE ONLY NEARBY MUNICIPALITY IS THE CITY OF EDINBURG, ACCORDING TO THE OFFICIAL MAP IN THE OFFICE OF THE SECRETARY OF THE CITY OF EDINBURG (POPULATION 62,735), AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES LIES APPROXIMATELY 0.88 MILES FROM THE CITY LIMITS AND IT IS WITHIN THE CITY'S TWO-MILE EXTRATERRITORIAL JURISDICTION (ETJ) UNDER LOCAL GOVERNMENT CODE §42.021 AND LIES IN PCT. NO. 4

PRINCIPAL CONTACTS:

	Name	Address	City & Zip	Phone	Fax
OWNER:	JUAN RENE PERA	P.O. BOX 753	LA BLANCA, TX 785777	(956)376-1096	
ENGINEER:	EULALIO RAMIREZ	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6460	(956)381-0527
SURVEYOR:	ALFONSO QUINTANILLA	124 E. STUBBS	EDINBURG, TX. 78539	(956)381-6460	(956)381-0527

PLAT NOTES AND RESTRICTIONS:

1.– FLOOD ZONE DESIGNATION: FLOOD ZONE "X" (SHADED) AREA 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.

C.P.N. 480338 0325D MAP REVISED: LOMR MAY 17, 2001.

2.– 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 ON ALL INTERNAL LOTS. APPLICATIONS FOR CONSTRUCTION ARE REQUIRED PRIOR TO OCCUPYING THE LOT.

3.– MINIMUM FINISH FLOOR ELEVATION: 18" ABOVE THE TOP OF CURB OF THE STREET AT CENTER OF LOT.

4.– LEGEND ● – DENOTES 1/2" IRON ROD SET UNLESS OTHERWISE NOTED.

5.– MINIMUM BUILDING SETBACK LINES:
FRONT ..... 25.00'
REAR ..... 20% OF LOT DEPTH NOT TO EXCEED 40.00'
SIDE ..... 6.00'
OR TO EASEMENT LINE WHICHEVER IS GREATER ON ALL CASES.

6.– NO STRUCTURE SHALL BE PERMITTED OVER ANY EASEMENT. EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, SHEDS, SHRUBS 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.

7.– 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 1,550.00 CUBIC FEET 0.045 ACRE FEET OF STORM WATER RUNOFF. DRAINAGE RETENTION IN ACCORDANCE WITH THE LOCAL REQUIREMENTS WILL BE ACCOMPLISHED AS FOLLOWS:
(SEE SHEET No. 2 FOR STORM SEWER IMPROVEMENTS).

8.– THIS AMENDMENT IS TO REDUCE A SECTION OF THE EXISTING 15.00' UTILITY EASEMENT TO A 10.00' EASEMENT ALONG THE WEST LOT LINE OF LOT 3 AS SHOWN ON THE EXHIBIT ABOVE.

9.– BENCHMARK NOTE:
THE FOLLOWING BENCHMARK IS IDENTIFIED ON THE FACE OF THE PLAT AND ON THE ATTACHED ENGINEERING PLANS:
B.M. No. 1: ELEV.= 89.20 N.A.V.D. 88 DATUM 1/2" IRON ROD FOUND ON THE NORTHWEST CORNER OF LOT 3.

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

11.– EACH PURCHASED 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.

12.– THERE IS AN EXISTING WATER METER AND O.S.S.F. SYSTEM ON THIS LOT

13.– NO ACCESS FROM SH 107 AND NO DOUBLE ACCESS TO LOT 3.

STATE OF TEXAS
COUNTY OF HIDALGO

I (WE) THE UNDERSIGNED OWNER(S) OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES ADDITION OF THE COUNTY OF HIDALGO, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, ALLEYS PARKS, WATERCOURSES, DRAINS, EASEMENTS AND PUBLIC PLACES THEREON SHOWN FOR THE PURPOSE OF CONSIDERATION THEREIN EXPRESSED.

JUAN RENE PEÑA
P.O. BOX 753
LA BLANCA, TEXAS 785777

3/10/09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared JUAN RENE PEÑA 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 purposes and considerations therein stated.

Given under my hand and seal of office this 10th day of March, 2009.

LILIA A. QUINTANILLA
Notary Public, State of Texas
My Commission Expires
July 23, 2012.

LILIA A. QUINTANILLA- NOTARY PUBLIC

STATE OF TEXAS
COUNTY OF HIDALGO

I, JUAN R. LOPEZ, ADMINISTRATOR / DIRECTOR OF PLANNING AND ZONING DEPARTMENT OF THE CITY OF EDINBURG, TEXAS DO HEREBY CERTIFY THIS MINOR SUBDIVISION PLAT KNOWN AS AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES CONFORMS TO ALL SUBDIVISION REQUIREMENTS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED AND HAS BEEN APPROVED FOR RECORDING ON THIS THE 12 th DAY OF MARCH 20 09 WITH THE COUNTY CLERK OF HIDALGO COUNTY, TEXAS.

ADMINISTRATOR / PLANNING AND ZONING DEPARTMENT DIRECTOR

HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE WILL NOT BE RESPONSIBLE FOR DRAINAGE OR DELIVERY OF WATER TO ANY LOT IN THIS SUBDIVISION; ALSO, THERE WILL NOT BE ANY PERMANENT STRUCTURES ON THE DISTRICT RIGHT-OF WAYS AND/OR EASEMENTS.

THIS PLAT APPROVED BY HIDALGO COUNTY IRRIGATION DISTRICT NO. 1 ON THIS THE 14th DAY OF February 20 09

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

NOTE:
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 NO. 49.211(c), THE DISTRICT HAS NOT REVIEWED AND DOES NOT CERTIFY THAT THE DRAINAGE STRUCTURES DESCRIBED ARE APPROPRIATE FOR THE SPECIFIC SUBDIVISION, BASED ON GENERALLY ACCEPTED ENGINEERING CRITERIA. IT IS THE RESPONSIBILITY OF THE DEVELOPER OF THE SUBDIVISION AND ITS ENGINEER TO MAKE THESE DETERMINATIONS.

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1
BY: _____

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 North Alamo 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 of 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 installed.

In the event the easement hereby granted abuts on a public road and the city, county or state hereafter widens or relocates the public road so as to require the relocation of this water line as installed, Grantor further grants to Grantee an additional easement over and across the land shown on this plat for the purpose of laterally relocate 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 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 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 10th day of March, 2009.

JUAN RENE PEÑA
P.O. BOX 753
LA BLANCA, TEXAS 785777

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY, RIGHT OF WAY DEPARTMENT ON _____ 20____

HIDALGO COUNTY RIGHT OF WAY DIRECTOR — DATE

HIDALGO COUNTY
CERTIFICATE OF PLAT APPROVAL

I THE UNDERSIGNED CERTIFY THAT THIS PLAT OF AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT ON _____ 20____

HIDALGO COUNTY HEALTH INSPECTOR — DATE

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

WE THE UNDERSIGNED, CERTIFY THAT THIS PLAT OF AMENDED PLAT OF LOT 3 PAPARAZZI ESTATES WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY, COMMISSIONERS COURT ON _____

HIDALGO COUNTY JUDGE — DATE

ATTEST: HIDALGO COUNTY CLERK — DATE

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

ON: _____ AT _____ AM/PM

INSTRUMENT NUMBER _____

OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
LAND SURVEYORS
PHONE 956-381-6460
FAX 956-381-0527

FILENAME: P:\DATA\SUBDIVIS\EDINBURG\REPLAT PAPARAZZI SUBDIVISION\PLAT

DATE PREPARED	PREPARED BY	CHECKED BY	APPROVED BY
DEC. 4, 2008	M. GONZALEZ		
DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

AI-14812 **17.A.**

Project Safe Neighborhood Texas Southern District Grant
CC REGULAR

Date:	04/07/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval and Acceptance of Subaward Agreement between Sam Houston State University and the Hidalgo County Sheriff's Office for the FY2007 Project Safe Neighborhood Texas Southern District Grant.
2. Authorization for Sheriff Trevino to sign agreement.
3. Approval of Certification of Revenues as certified by the County Auditor for the Project Safe Neighborhood Texas Southern District Grant.
4. Approval of appropriation of funds in the amount of $4,000.00.

BACKGROUND

Grant period is 10/01/07 to 08/31/10. The monies will fund overtime hours and fringe benefits (with the exclusion of health and life insurance expenses) for one officer.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-059-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the Project Safe Neighborhood Texas Southern District Grant in the amount of $4,000.00

Revenue account# 9-1284-331-10-280-059-0-000

The health and life insurance expenses are to be charged to the Sheriff's Office Account Number 9-1100-421-00-280-001-0.

Attachments

Link: subaward.notice

Link: budget.amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/01/2009 09:26 AM	APRV
2	Budget & Management	Veronica Lopez	04/01/2009 09:57 AM	APRV

3	Manuel Chapa	Manuel Chapa	04/03/2009 03:23 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Emilia Uriegas

Started On: 03/31/2009 12:09 PM

Final Approval Date: 04/03/2009

Subaward Agreement # 321-20-B14L

1. Institution /Organization ("SHSU")	2. Institution /Organization ("SUBRECIPIENT")
Name: Sam Houston State University Address: 1806 Avenue J Box 2027/Administration Building, Suite 208 Huntsville, Tx 77341-2027	Name: Hidalgo County Sheriff's Office * Address: 711 East Cibolo Road Edinburg, Tx 78541 ** under the US Marshal's Service/Gulf Coast Violent Crime Task Force*
3. Project Title FY2007 Project Safe Neighborhood Texas Southern District	
4. Prime Sponsor Office of Justice Programs – Bureau of Justice Assistance	6. Period of Performance 10/1/07 – 8/31/10
5. Prime Award # CFDA# 2007-GP-CX-0074 16.609	7. Amount of Award $4,000.00
9. SHSU PI/Project Director Name: Kristi Kreier College of Criminal Justice Address: Box 2296 Huntsville, Tx 77341-2296 Phone: 936-294-3579 Email: kkreier@shsu.edu	10. SUBRECIPIENT PI/Project Director Name: USMS Isaac Karam c/o Hidalgo County Sheriff's Office Address: 1200 East 8th Mission, Tx 78572 Phone: 956-648-2094 Email: isaac.karam@usdoj.gov
11. SHSU Contract Negotiations/Administration: Name: Denise Ballard Address: SHSU Contracts and Grants Box 2027 Huntsville, Tx 77341-2027 Phone: 936-294-3833 Email: dballard@shsu.edu	12. SUBRECIPIENT Contact Negotiations/Administration Name: *Same as block 10 above* Address: Phone: Email:
13. Invoices sent to: Name: Kristi Kreier College of Criminal Justice Address: Box 2296 Huntsville, Tx 77341-2296 Phone: 936-294-3579 Email: kkreier@shsu.edu	Attachments: Subaward Agreement Terms and Conditions: Appendix A Statement of Work and Deliverables

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representative.

SAM HOUSTON STATE UNIVERSITY

By: _____
Dr. Jerry Cook

Title: Associate VP for Research

Date: _____

Hidalgo County Sheriff's Office

By: _____

Title: _____

Date: _____

SUBAWARD AGREEMENT
TERMS AND CONDITIONS

This SUBRECIPIENT AGREEMENT is made by and between **SAM HOUSTON STATE UNIVERSITY**, a member of The Texas State University System and an agency of the State of Texas, hereinafter referred to as "**SHSU**" and **SUBRECIPIENT** (as identified in ***block 2*** of the cover page), hereinafter referred to as "**SUBRECIPIENT**".

SHSU has the project identified in ***block 3*** of the cover page. This project falls under the direction of the SHSU PI identified in ***block 9*** of the cover page, hereinafter referred to as "Project Director". The project is funded by Prime Award No., Prime Sponsor and CFDA No. as identified in ***blocks 4 and 5*** of the cover page.

SUBRECIPIENT is ready, able and willing to undertake a portion of said efforts.

NOW THEREFORE, and in consideration of the premises of the mutual covenants and promises of the parties hereinafter set forth, it is hereby agreed as follows:

1. STATEMENT OF WORK. SUBRECIPIENT agrees to use its reasonable best efforts to perform the research program as appended hereto and incorporated as **Appendix A.**

2. TECHNICAL SUPERVISOR/PRINCIPAL INVESTIGATOR. The research will be supervised by Subrecipient's PI/Project Director identified in ***block 10*** of the cover page as coordinated by the SHSU Project Director. If, for any reason Subrecipient's PI/Project Director is unable to continue to serve as Technical Supervisor/Principal Investigator, and a successor acceptable to both SHSU and the SUBRECIPIENT is not available, this Agreement shall be terminated as provided in Article 8.

3. PERIOD OF PERFORMANCE. The research shall be conducted during the period identified in ***block 6*** of the cover page and will be subject to extension only by mutual written agreement of the parties.

4. PRICE AND PAYMENT. As compensation for the performance of this Agreement, SHSU agrees to reimburse SUBRECIPIENT for actual costs incurred not to exceed the cost identified in ***block 7*** of the cover page.

   Payments shall be made to SUBRECIPIENT upon submission of monthly invoices prepared in sufficient detail to indicate clearly the nature of all expenses. Supporting detail, including copies of receipts and time records, shall be provided for payroll, travel, consultants and equipment purchases. Invoices shall be submitted to the address identified in ***block 13*** of the cover page.

   The final invoice must be submitted within 60 calendar days after the termination date of this Agreement and must be marked "Final" by the SUBRECIPIENT.

5. AUDIT. The Director of SHSU Office of Contracts and Grants and representatives of the Prime Sponsor shall have access to any pertinent book, document, papers, and records of the SUBRECIPIENT to make audits, examinations, excerpts and transcripts. All of the foregoing provisions shall apply to any lower tier subrecipient performing substantive work under this SUBRECIPIENT AGREEMENT.

   The books of account, files and records of the SUBRECIPIENT which are applicable to this Agreement shall at all reasonable times be available for inspection, review and audit by the

cognizant federal audit agency of SHSU to determine the proper application and use of all funds paid to or for the account or benefit of the SUBRECIPIENT; in addition, the SUBRECIPIENT shall provide such special reports as required by SHSU to permit evaluation of progress on the subject.

SUBRECIPIENT agrees to maintain all financial records pertinent to this Agreement for a period of three (3) years from the later of final payment under any phase of this Agreement or submission of the final report to SHSU.

SUBRECIPIENT shall reimburse to SHSU a sum of money equivalent to the amount of any expenditures disallowed should the funding agency or authorized agency rule through audit exception or some other appropriate means, that the expenditures were not made in compliance with the regulations of the funding agency or the provisions of this Agreement.

6. DELIVERABLES. The deliverables required under this Agreement are identified in **Appendix A**

7. TITLE TO EQUIPMENT. SUBRECIPIENT shall retain title to all equipment purchased and/or fabricated with funds provided under this Agreement. For all non-budgeted equipment, written approval must be obtained by SHSU prior to purchasing. For equipment listed in the budget that exceeds the budgeted amount, prior written approval must be obtained by SHSU.

8. TERMINATION. Performance under this Agreement may be terminated by SHSU upon written notice. Performance may be terminated by SUBRECIPIENT if circumstances beyond its control preclude continuation of the research. Upon termination, SUBRECIPIENT will be reimbursed as specified in Article 4 for all costs and non-cancelable commitments incurred in the performance of the research, such reimbursement not to exceed the total estimated cost specified in Article 4.

9. PUBLICATIONS AND COPYRIGHTS. SHSU will be free to publish the results of research under this Agreement.

10. ASSURANCES: By acceptance of this Agreement the SUBRECIPIENT hereby certifies the following:

SUBRECIPIENT is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency.

SUBRECIPIENT is not delinquent on any Federal debt.
SUBRECIPIENT is in compliance with Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Public Law 100-960, Title V, Subtitle D).

To the best of SUBRECIPIENT's knowledge and belief:

a. No Federal appropriated funds have been or will be paid, by or on behalf of the SUBRECIPIENT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any

employee of a Member of Congress in connection with the Federal contract, grant, loan, or cooperative agreement, the Subcontractor shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.

c. The SUBRECIPIENT shall require the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

11. INDEPENDENT CONTRACTOR: For the purposes of this Agreement and all services to be provided hereunder, the parties shall be, and shall be deemed to be, independent contractors and not agents or employees of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party, except as may be explicitly provided for herein or authorized in writing.

12. ADDITIONAL PROVISIONS. This Agreement is further governed by the terms and conditions of the PRIME AGREEMENT. Said terms and conditions are incorporated by reference. Should a conflict between provisions occur, the terms of this Agreement shall take precedence over the terms and conditions of the Prime Agreement.

13. SEVERABILITY. If any of the provisions of this Agreement in the application thereof to any person or circumstance, is rendered or declared illegal for any reason, or shall be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

14. MISCELLANEOUS. This Agreement constitutes the entire agreement between the parties relative to the subject matter, and may only be modified or amended by a written agreement signed by both parties. It shall be construed in accordance with the laws of the State of Texas.

15. DISPUTE RESOLUTION. SUBRECIPIENT must use the dispute resolution process provided in Chapter 2260 of the Texas Government Code to attempt to resolve a dispute arising under this contract and such process is a required prerequisite to suit in accordance with Chapter 107, Texas Civil Practice and Remedies Code. SUBRECIPIENT must submit written notice of a claim of breach of contract under this chapter to Dr. Fernando Gomez, Texas State University System Vice Chancellor and General Counsel. SHSU is an agency of the State of Texas and nothing in this Agreement waives or relinquishes the right of SHSU to claim any exemptions, privileges and immunities as may be provided by law.

16. EXPORT ADMINISTRATION. It is understood that SHSU is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes and other commodities, and that its obligations hereunder are contingent upon compliance with the Export Administration Act of 1979, 50USC2401-2420 (as implemented by the EAR). Furthermore, it is understood that the transfer of certain technical data and commodities may require a license from one or more agencies of the United States Government.

Both SHSU and SUBRECIPIENT hereby agree and represent that the program and development contemplated hereunder, and any exchange of technical data, computer software or other commodities resulting therefrom, shall be conducted in full compliance with the export control laws of the United States.

17. ASSIGNMENT. No part of this Agreement may be assigned or subcontracted to a third party without the prior written approval of SHSU.

18. NOTICES. All notices to parties under this Agreement shall be in writing and sent to the names and addresses stated in ***blocks 11 and 12*** of the cover page. Either party to the Agreement may change such name and address by notice to the other in accordance herewith, and any such change shall take effect immediately upon receipt of such notice.

19. FORCE MAJEURE. Neither party shall be liable for any unforeseen event beyond its reasonable control not caused by the fault or negligence of such party, which causes such party to be unable to perform its obligations under this Agreement and which it has been unable to overcome by the exercise of due diligence. Such unforeseen events include, but are not limited to, fire, storm, flood, earthquake or other natural catastrophes, accidents, acts of civil disturbance or disobedience, war, rebellion, insurrection, labor strikes or disputes, compliance with any laws, requirements, rules, regulations, or orders of any governmental authority or instrumentality thereof, sabotage, invasion, quarantine, and embargoes, or because of any act of God.

20. NON USE OF NAMES. Neither party shall use the names of the other party, nor of any of its employees or components, nor any adaptation thereof, in any advertising, promotional or sales literature without the prior written consent obtained from the other party, as applicable in each case.

APPENDIX A

(STATEMENT OF WORK)

FY07 Project Safe Neighborhood funds will target gun crime in the Southern District of Texas. The Gulf Coast Violent Offenders and Fugitive Task Force provides the mechanism to target and remove gun offenders and firearms from the streets by placing an emphasis on violent felony offenders whose charges are the result of gun violence.

This award will fund overtime for state and local Gulf Coast Violent Offenders and Fugitive Task Force investigators to conduct fugitive investigations which are distinguished by a gun crime nexus. Funding overtime for these investigators will allow time to be dedicated specifically to gun crimes. This will have a significant impact on crime in the community and greatly advance the PSN goals.

DATE: March 31, 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: FY2007 Project Safe Neighborhood Texas Southern District

ACCOUNT NUMBER: 9-1284-421-00-280-059-0-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 budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-059-0-131	Overtime	3,342.25
9-1284-421-00-280-059-0-220	FICA	255.68
9-1284-421-00-280-059-0-230	Retirement	301.47
9-1284-421-00-280-059-0-250	Unemployment Compensation	16.71
9-1284-421-00-280-059-0-260	Workers' Compensation	83.89
	TOTAL APPROPRIATIONS	4,000.00
9-1284-331-10-280-059-0-000	Sam Houston State University	4,000.00
	TOTAL REVENUES	4,000.00

REASON: **To appropriate budget for the FY2007 Project Safe Neighborhood Texas Southern District Subaward Grant.**
Prime Award #2007-GP-CX-0074 Grant Period: 10/01/07 to 08/31/10.

Note: Expenses relating to Health and Life Insurance are to be charged to the Sheriff's Office Account.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14841 **17.B.**

Combating Criminal Narcotics Activity Stemming from the Southern Border of the U.S.

CC REGULAR

Date:	04/07/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Authorization and Approval to apply for the Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States Grant with the U.S. Department of Justice, Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA).

BACKGROUND

Funding is provided from the Recovery Act: State and Local Law Enforcement Assistance Program for assisting and equipping local law enforcement along the southern border to combat criminal narcotics activity.

No local cash match is required.

Our office will be applying for funding of overtime hours and fringe benefits (excluding health and life insurance expenses) and for the purchase of equipment. We anticipate the grant period to be for one (1) year (June 01, 2009 to May 31, 2010).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local match

Attachments

Link: criminal.narcotics.notice

Link: addl inf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/01/2009 04:12 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 10:52 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 09:42 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Emilia Uriegas

Started On: 04/01/2009 10:47 AM

Final Approval Date: 04/03/2009

OMB No. 1121-0323

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

RECOVERY ACT

The U.S. Department of Justice, Office of Justice Programs' (OJP) Bureau of Justice Assistance (BJA) is pleased to announce that it is seeking applications for funding under the Recovery Act State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States.

On February 17, 2009, President Obama signed into law the landmark American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). As one of its many elements, the Recovery Act provides the U.S. Department of Justice (DOJ) with funding for grants to assist state, local, and tribal law enforcement (including support for hiring), to combat violence against women, to fight internet crimes against children, to improve the functioning of the criminal justice system, to assist victims of crime, and to support youth mentoring. DOJ is committed to working with our national, state, local and tribal partners to ensure this funding invests in the American workforce.

Specifically, under this solicitation, BJA will be making awards to provide assistance and equipment to local law enforcement along the Southern border to combat criminal narcotics activity.

Recovery Act: State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States Competitive Grant Announcement

Eligibility

For categories I, II, and III, applicants are limited to: **(A)** state, local, and tribal law enforcement agencies located in the Southern border region, or **(B)** authorized state, local or tribal law enforcement agencies applying on behalf of High-Intensity Drug Trafficking Areas (HIDTA) combating criminal narcotics activity stemming from the Southern border (see also "HIDTA Eligibility").

For Category IV only, applicants are limited to: **(A)** state, local, and tribal law enforcement agencies located in the Southern border region; and national organizations; institutions of higher education; faith-based, community, and regional organizations that provide assistance and equipment to local law enforcement located in the Southern border region, or **(B)** authorized state, local or tribal law enforcement agencies applying on behalf of High-Intensity Drug Trafficking Areas (HIDTA) combating criminal narcotics activity stemming from the Southern border.

HIDTA Eligibility:
In order for a HIDTA to apply for funding under Categories I-IV, the Director of the HIDTA must authorize a designee from a participating state, local, or tribal law enforcement agency to apply on behalf of the HIDTA. The Director must sign a statement which expressly authorizes the designee to apply on behalf of the HIDTA. BJA will consider applications from multiple law enforcement agencies located within the same HIDTA. This signed statement must be attached as part of the application (see "Attachment 5," page 18).

In further defining the term "criminal narcotics activity," all criminal narcotic drug activity stemming from areas south of the southern geographic land border of the United States (i.e., Mexico, Central and South America) are included as origination points. Consequently, HIDTAs within the distribution chain for drugs stemming from these areas are also included.

For purposes of this solicitation:
1. The "Southern border" (or "Southern border region") of the United States is limited to the southern geographic land border of the United States, which includes, and is limited to, the following states: California, Arizona, New Mexico, and Texas.

2. State and local law enforcement agencies include state and local prosecutors, parole, probation, and community corrections agencies.

(See "Eligibility," page 2)

Deadline

Registration with OJP's Grants Management System is required prior to application submission.
Applicants must obtain a DUNS number from Dun and Bradstreet prior to application submission. Applicants must register with the Central Contractor Registration (CCR) database.
(See "Deadline: Registration," page 2)

All applications are due by 8:00 p.m. Eastern Time on April 17, 2009.
(See "Deadline: Applications," page 2)

OMB No. 1121-0323

U.S. Department of Justice
Office of Justice Programs
Bureau of Justice Assistance

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Recovery Act:
State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States Competitive Grant Announcement

Eligibility

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For Category IV only, applicants are limited to: **(A)** state, local, and tribal law enforcement agencies located in the Southern border region; and national organizations; institutions of higher education; faith-based, community, and regional organizations that provide assistance and equipment to local law enforcement located in the Southern border region, or **(B)** authorized state, local or tribal law enforcement agencies applying on behalf of High-Intensity Drug Trafficking Areas (HIDTA) combating criminal narcotics activity stemming from the Southern border.

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(See "Deadline: Registration," page 2)

All applications are due by 8:00 p.m. Eastern Time on April 17, 2009.
(See "Deadline: Applications," page 2)

Important Note to Prospective Applicants

This solicitation is issued pursuant to the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), which was signed into law by President Obama on February 17, 2009. As of the date this solicitation is issued, government-wide guidance is still forthcoming on various aspects of the Act.

Applicants are strongly advised to check the appropriate web site and Hwww.ojp.usdoj.gov/recovery/solicitationrequirements.htmH periodically (including before submitting an application) for updates to this solicitation and its associated requirements. Additional information may become available that could affect project proposal narratives, timelines, budget requests, certifications, and other matters related to applications.

Award recipients will be required to follow any applicable provisions of government-wide guidance that may be issued pursuant to the Recovery Act.

For assistance with the programmatic requirements of this solicitation, contact BJA toll-free at 1-866-859-2687, or contact the following BJA staff directly based on the category for which you are applying (**E-mail is the preferred method for questions on this solicitation**):

Category I, Combating Criminal Narcotics Activity
Michael Medaris
202-616-8937
Michael.Medaris@usdoj.gov

Category II, Enhancing Southern Border Jails, Community Corrections, and Detention Operations
Gary Dennis
202-305-9059
Gary.Dennis@usdoj.gov

Category III, Facilitating Justice Information Sharing, Collaboration and Problem Solving
David Lewis 202-616-7829
David.P.Lewis@usdoj.gov

Category IV, National Training and Technical Assistance
Danica Szarvas-Kidd
202-305-7418
Danica.Szarvas-Kidd@usdoj.gov

This application must be submitted through OJP's Grants Management System (GMS). For technical assistance relating to the online application system, call the Grants Management System Support Hotline at 1–888–549–9901, option 3. The GMS Support Hotline hours of operation are Monday-Friday from 7:00 a.m. to 9:00 p.m. Eastern Time. For step-by-step GMS guidance, please utilize OJP's online Grants Management System training tool: www.ojp.usdoj.gov/gmscbt/.

Release date: March 19, 2009

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Recovery Act: State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States
CDFA #16.809

Overview of the State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States Program

This grant program is authorized by the American Recovery and Reinvestment Act of 2009 (Public Law 111-5) (the "Recovery Act").

The stated purposes of the Recovery Act are: to preserve and create jobs and promote economic recovery; to assist those most impacted by the recession; to provide investments needed to increase economic efficiency by spurring technological advances in science and health; to invest in transportation, environmental protection, and other infrastructure that will provide long-term economic benefits; and to stabilize state and local government budgets, in order to minimize and avoid reductions in essential services and counterproductive state and local tax increases.

The Recovery Act places great emphasis on accountability and transparency in the use of taxpayer dollars. Among other things, it creates a new Recovery Accountability and Transparency Board and a new web site – Recovery.gov – to provide information to the public, including access to detailed information on grants and contracts made with Recovery Act funds.

Violence in Mexico and along the Southern border of the United States, largely related to the production, transportation, and distribution of illegal drugs, has steadily increased in recent years and shows no signs of abatement. These incidents of violence usually involve disputes between drug-trafficking organizations fighting to control this illicit narcotics market. The impact of this criminal activity, associated violence, and increasingly sophisticated weapons and equipment possessed by drug-trafficking organizations has put pressure on law enforcement to respond effectively.

The State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern border of the United States under the American Recovery and Reinvestment Act of 2009 is designed to provide resources for hiring and retention of, and assistance and equipment to local law enforcement along the Southern border and in High-Intensity Drug Trafficking Areas in order to combat criminal narcotics activity stemming from the Southern border of the United States. For the purpose of this solicitation, the term "criminal narcotics activity" includes all narcotic drugs listed in the Controlled Substance Act 21 USC §801 et seq.

Grant recipients will participate in an evaluation of any programs supported through this solicitation. The National Institute of Justice will manage these evaluation activities through the selection of evaluators, who will work directly with grant recipients. Each applicant must certify their willingness and capacity to participate in an evaluation, including offering full cooperation to the evaluator, and to provide proof of access and data.

Note: Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG), who may also give consideration to factors including, but not limited to, underserved populations, strategic priorities, past performance, and available funding when making awards.

Deadline: Registration

Registering with OJP's Grants Management System (GMS)
Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process immediately to meet the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. The registration process for organizations includes: (1) Obtaining a Data Universal Numbering System (DUNS) number; (2) Registering your organization with the Central Contractor Registration (CCR) database; and (3) Registering with GMS prior to applying.

The deadline to register is **8:00 p.m. Eastern Time on April 17, 2009.**

A DUNS number is required. All applicants under this solicitation must include a DUNS (Data Universal Numbering System) number in their application. Applications without a DUNS number are incomplete.

A DUNS number is a unique nine-digit sequence recognized as the universal standard for identifying and keeping track of entities receiving Federal funds. The identifier is used for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and subrecipients. The DUNS number will be used throughout the grant life cycle. Obtaining a DUNS number is a free, simple, one-time activity. Obtain one by calling 1-866-705-5711 or by applying online at http://fedgov.dnb.com/webform/displayHomePage.do.

Central Contractor Registration (CCR) is required. In addition to the DUNS number requirement, OJP requires that all applicants (other than individuals) for federal financial assistance maintain current registrations in the Central Contractor Registration (CCR) database. The CCR database is the repository for standard information about federal financial assistance applicants, recipients, and subrecipients. Organizations that have previously submitted applications via Grants.gov are already registered with CCR, as it is a requirement for Grants.gov registration. Please note, however, that applicants must update or renew their CCR registration at least once per year to maintain an active status. Information about registration procedures can be accessed at www.ccr.gov.

Deadline: Applications

The due date for applying for funding under this announcement is **8:00 p.m. Eastern Time on April 17, 2009.**

Eligibility

For Categories I, II, and III (see pages 6-7), applicants are limited to: **(A)** state, local, and tribal law enforcement agencies located in the Southern border region, or **(B)** authorized state, local or tribal law enforcement agencies applying on behalf of High-Intensity Drug Trafficking Areas

(HIDTA) combating criminal narcotics activity stemming from the Southern border (see also, "HIDTA Eligibility").

For Category IV only (see page 7), applicants are limited to: **(A)** state, local, and tribal law enforcement agencies located in the Southern border region; and national organizations; institutions of higher education; faith-based, community, and regional organizations that provide assistance and equipment to local law enforcement located in the Southern border region, or **(B)** authorized state, local or tribal law enforcement agencies applying on behalf of High-Intensity Drug Trafficking Areas (HIDTA) combating criminal narcotics activity stemming from the Southern border.

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In order for a HIDTA to apply for funding under Categories I-IV, the Director of the HIDTA must authorize a designee from a participating state, local, or tribal law enforcement agency to apply on behalf of the HIDTA. The Director must sign a statement which expressly authorizes the designee to apply on behalf of the HIDTA. BJA will consider applications from multiple law enforcement agencies located within the same HIDTA. This signed statement must be attached as part of the application (see "Attachment 5," page 18).

In further defining the term "criminal narcotics activity," all criminal narcotic drug activity stemming from areas south of the southern geographic land border of the United States (i.e., Mexico, Central and South America) are included as origination points. Consequently, HIDTAs within the distribution chain for drugs stemming from these areas are also included.

For purposes of this solicitation:
1. The "Southern border" (or "Southern border region") of the United States is limited to the southern geographic land border of the United States, which includes, and is limited to, the following states: California, Arizona, New Mexico, and Texas.

2. State and local law enforcement agencies include state and local prosecutors, parole, probation, and community corrections agencies.

See the Frequently Asked Questions (FAQs) for further information on the solicitation and its requirements.

Additional Requirements Related to the Recovery Act (including certification requirements):
Reporting on the Use of Funds: In order to be eligible to receive funds under this solicitation, applicants must certify that they will satisfy the reporting requirements of section 1512(c) of the Recovery Act, which requires detailed reporting (including reporting on subawards) not later than **ten calendar days after the end of each calendar quarter**. Detailed information on section 1512(c) appears below, under "Accountability and Transparency under the Recovery Act." A template for the certification is included in the appendix. Applicants may expect that a standard form and/or standard reporting mechanism will be made available at a future date.

Funding Distribution and Appropriate Use of Funds: Section 1607 of the Recovery Act requires either a certification by the Governor or a concurrent resolution of the state legislature concerning funds distribution and assurance of appropriate use of funds. States may not receive funds under this Recovery Act solicitation unless section 1607 is satisfied. (Refer to the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm for the text of section 1607.)

Certification regarding Infrastructure Investments: Pursuant to section 1511 of the Recovery Act, a state or local government (including a federally-recognized Indian tribal government) may not receive funds for an infrastructure investment (for example, construction or major renovation of a correctional facility) unless the Governor, mayor, or other chief executive, as appropriate, certifies that the infrastructure investment has received the full vetting required by law and that the chief executive accepts responsibility that the infrastructure is an appropriate use of taxpayer dollars. The certification must include a description of the infrastructure investment, the estimated total cost, and the amount of Recovery Act funds to be used, and must be posted on a web site that is linked to Recovery.gov. (Refer to the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm for the text of section 1511.)

Consistent with section 1511, **all** applicants under this solicitation must complete a "General Certification as to Requirements for Receipt of Funds for Infrastructure Investments," a template for which is included in the appendix. Recipients that are awarded funds for one or more infrastructure investment projects must also submit and post a certification that satisfies section 1511 as to each such specific project prior to obligating, expending, or drawing down funds for such a project. Applicants or recipients that intend to prepare a section 1511 certification should consult the OJP Recovery Act Additional Requirements web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. If a standard form becomes available, OJP will include a notice in the appropriate section of the web page.

Faith-Based and Other Community Organizations: Consistent with Executive Order 13279, dated December 12, 2002, and 28 C.F.R. Part 38, faith-based and other community organizations that statutorily qualify as eligible applicants under DOJ programs are invited and encouraged to apply for assistance awards to fund eligible grant activities. Faith-based and other community organizations will be considered for awards on the same basis as other eligible applicants and, if they receive assistance awards, will be treated on an equal basis with all other grantees in the administration of such awards. No eligible applicant or grantee will be discriminated for or against on the basis of its religious character or affiliation, religious name, or the religious composition of its board of directors or persons working in the organization.

Faith-based organizations receiving DOJ assistance awards retain their independence and do not lose or have to modify their religious identity (e.g., remove religious symbols) to receive assistance awards. DOJ grant funds, however, may not be used to fund any inherently religious activity, such as prayer or worship. Inherently religious activity is permissible, although it cannot occur during an activity funded with DOJ grant funds; rather, such religious activity must be separate in time or place from the DOJ-funded program. Further, participation in such activity by individuals receiving services must be voluntary. Programs funded by DOJ are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, it may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even if the law creating the funding program contains a general ban on religious discrimination in employment. For the circumstances under which this may occur, and the certifications that may be required, please see the section titled, "Funding to Faith-Based Organizations" on the "Other Requirements for OJP Applications" web page at www.ojp.usdoj.gov/funding/other_requirements.htm.

Applicants are also encouraged to review the "Civil Rights Compliance" section on the "Other Requirements for OJP Applications" web page, which can be found at the web address shown above.

American Indian Tribes and Alaska Native Tribes and/or Tribal Organizations: If a grant application is being submitted on behalf of a tribe or tribal organization, a current authorizing resolution of the governing body of the tribal entity or other enactment of the tribal council or comparable government entity authorizing the inclusion of the tribe or tribal organization named in the application must be included with the application.

State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States—Specific Information

All awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. Applicants also should anticipate that awards under the Recovery Act will be one-time awards and accordingly should propose project activities and deliverables that can be accomplished without additional DOJ funding.

The State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern border of the United States was enacted to provide for a range of assistance and equipment in support of initiatives to combat criminal narcotics activity in the Southern border region.

All applications submitted under this solicitation must address one of the following goals:

1. Control, reduce, and/or prevent criminal narcotics activity, including drug-related crime and violence, along the Southern border region of the United States, or

2. Control, reduce, and/or prevent criminal narcotics activity, including drug-related crime and violence, in High-Intensity Drug Trafficking Areas in order to combat criminal narcotics activity stemming from the Southern border of the United States.

Use of funds for overtime and hiring personnel is allowable to meet the specific categorical requirements outlined in this solicitation. Applicants must develop a plan for sustaining personnel hired with grant funds after the funding has ended. Applicants are strongly encouraged to avoid unsubstantiated requests for equipment purchases. Applicants are strongly encouraged to consider costs for training needs and reporting requirements associated with receipt of this funding when developing their budget.

Proximity to the Southern border may be an additional factor taken into consideration upon review.

See the FAQs for further information on the solicitation and its requirements.

Award Categories
Applicants may submit a proposal under any one of the following categories. Should a proposal span multiple categories or encompass elements from different categories, identify one category which best describes the project. Applicants should not submit duplicate proposals to multiple

categories. An applicant may submit more than one proposal as long as the applications are different.

CATEGORY I: COMBATING CRIMINAL NARCOTICS ACTIVITY ALONG THE SOUTHERN BORDER.

Applications are solicited to address narcotics-related criminal activity along the Southern border and/or within HIDTA areas addressing narcotics activity stemming from the Southern border. Applicants are encouraged to: 1) form a multi-jurisdictional, multi-disciplinary enforcement approach; and 2) demonstrate a data-driven analysis capacity or a willingness to adopt intelligence-led policing for planning and implementing drug enforcement initiatives. Applicants are encouraged to implement management practices which improve agency capacity to share appropriate investigative and case information with national information sharing programs, such as the Regional Information Sharing System (RISS) and Fusion Centers, and N-DEx (a national data exchange hosted by the Federal Bureau of Investigation).

Examples of narcotic drug activities that could be funded include, but are not limited to:

- Hiring sworn law enforcement officers or paying overtime to address narcotics-related activity including drug related crime and violence.
- Establishing, maintaining, or enhancing multi-jurisdictional drug trafficking task forces
- Hiring crime analysts and intelligence analysts to support data-driven strategies to combat criminal narcotics activity.
- Supporting law enforcement activities that respond to border-related home invasions and associated violence.
- Establishing, supporting, and enhancing crime lab capacity to assist HIDTA and other state and local law enforcement initiatives to combat narcotics activity.
- Enhancing law enforcement resources for narcotics-related investigations, prosecutions, and intelligence gathering and sharing activities.
- Hiring prosecutors for programs targeting criminal narcotics-related violent crimes, smuggling, storage, transportation, and related issues impacting the region.
- Acquiring, maintaining surveillance and tracking equipment and personnel costs for interdiction support.
- Acquiring equipment and connectivity functions to support intelligence and regional information sharing programs.

CATEGORY II: ENHANCING SOUTHERN BORDER JAILS, COMMUNITY CORRECTIONS, AND DETENTION OPERATIONS.

Applications are solicited to improve or enhance the administration and operations of the detention and corrections function to assist law enforcement as it relates to controlling, reducing, and/or preventing criminal narcotics activity along the Southern border region and/or in HIDTA areas addressing such issues stemming from the Southern border region of the United States. Hiring detention, probation, parole, and community corrections personnel for the implementation of these efforts is an acceptable use of funding. Key areas include efforts to: improve jail and corrections operations in the Southern border region; improve the jail and correctional systems access to necessary criminal intelligence; and support greater collaboration between law enforcement and jail/correctional system personnel for the purposes of reducing narcotics-related crimes and managing offender populations.

CATEGORY III: FACILITATING JUSTICE INFORMATION SHARING, COLLABORATION, AND PROBLEM SOLVING.

Applications are solicited to support the development and use of information sharing in Southern border region as it relates to controlling, reducing, and/or preventing criminal narcotics activity

along the Southern border region and/or in HIDTA areas addressing such issues stemming from the Southern border region of the United States. These funds may be used to support local agency involvement in existing information sharing efforts and programs or to fill gaps in intelligence and information sharing infrastructures serving the Southern border region. Examples include corridor-related crime reduction strategies, and connecting to and leveraging the services of information sharing initiatives such as Texas Border Sheriffs Coalition, "Operation Linebacker", HIDTA services, RISS, ARJIS, Pegasus, CISANet, among others. The purposes of the information sharing projects are to: strengthen the capacity of local and state law enforcement in their everyday responses to crime that relates to the illicit narcotics trade in the Southern border region; explore law enforcement tactics that have been successful in local and regional crime prevention and reduction efforts for their potential in anti-narcotics activities; and facilitate the development of stronger partnerships among law enforcement agencies and between federal and local law enforcement that will positively impact and reduce the flow of illicit narcotics stemming from the Southern border.

CATEGORY IV: TRAINING AND TECHNICAL ASSISTANCE.

Applications are solicited to provide training and technical assistance to the law enforcement community within the Southern border region or eligible agencies within HIDTA areas (see HIDTA eligibility, page 3) that are combating criminal narcotic activities stemming from the Southern border. Applications must demonstrate the ability to develop content and support the delivery of training to law enforcement agencies in the Southern border including a variety of training delivery mechanisms such as online trainings and other electronic or distance learning formats, including podcasts, webinars, etc. Applicants should demonstrate the ability to recruit and train subject matter-appropriate trainers; schedule and organize training venues; market trainings and recruit participants; and administer and oversee implementation of the trainings. The development and delivery of training and technical assistance is expected to have a positive impact on the control, reduction, and/or prevention of illicit narcotics activities and, in part, may address the following:

- Conducting a needs assessment summit that brings together critical stakeholders to identify the future training and technical assistance needs for the region.
- Information sharing and enforcement coordination.
- Border and narcotics-related victim/kidnapping negotiation and rescue tactics.
- Intelligence training on Mexican cartels and other prominent illegal drug trafficking organization characteristics.
- Crime analysis and criminal intelligence training.
- Acquiring training pertaining to highway interdiction of the transportation of illegal narcotic drugs, weapons, and currency proceeds of narcotic drug trafficking.

Amount and Length of Awards

Because the total funding available under this solicitation is limited to $30 million, and there is a great number of jurisdictions in need of these funds, BJA requests that each jurisdiction limit the amount requested only to those funds that are vital to the applicant jurisdiction's proposed project. BJA can thus ensure that funding is distributed to as many qualified jurisdictions as possible.

The project period for awards under this program is up to 24 months. The project start date should be on or after June 1, 2009.

Limitation on Use of Award Funds for Employee Compensation; Waiver: No portion of any award of more than $250,000 made under this solicitation may be used to pay any portion of the

total cash compensation (salary plus bonuses) of any employee of the award recipient whose total cash compensation exceeds 110 percent of the maximum annual salary payable to a member of the Federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. For FY 2009, the total cash compensation cannot exceed $194,700 ($177,000 [current maximum SES salary] plus [$177,000 times 10 percent]). (The salary table for SES employees is available at www.opm.gov.) This prohibition may be waived at the discretion of the Assistant Attorney General for the Office of Justice Programs. An applicant that wishes to request a waiver should include a detailed justification in the budget narrative of the application. The justification should include: the particular qualification and expertise of the individual, the uniqueness of the service being provided, the individual's specific knowledge of the program or project undertaken with the grant funds and a statement explaining that the individual's salary is commensurate with the regular and customary rate for an individual with her/his qualifications and expertise, and for the work that is to be done.

Non-Supplanting: For purposes of this Recovery Act solicitation, the general non-supplanting requirement of the OJP Financial Guide (Part II, Chapter 3) does not apply.

Recovery Act: Buy American
All applicants that propose to use grant funds to construct, alter, maintain, or repair a public building or public work should be aware that the Recovery Act (in section 1605) contains a "Buy American" provision that applies to iron, steel, and manufactured goods, subject to certain exceptions. The provision is to be applied in a manner consistent with United States obligations under international agreements. Government-wide guidance on this provision is not yet available, but is expected. For the text of section 1605, please refer to the ""OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Wage Rate Requirements
All applicants should be aware that the Recovery Act contains a provision on wage rate requirements that concerns projects funded or assisted by Recovery Act funds that employ laborers and mechanics. See section 1606 of the Recovery Act, the text of which appears on the "OJP Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm. Government-wide guidance on this provision is not yet available, but is expected.

Recovery Act: Preference for Quick-Start Activities
Pursuant to section 1602 of the Recovery Act, recipient of funds under this solicitation for infrastructure investment are to give preference to activities that can be started and completed expeditiously, and also are expected to use grant funds in a manner that maximizes job creation and economic benefit. For the details of this requirement, please refer to the text of section 1602, which appears on the "OJP's Recovery Act Additional Requirements" web page at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

Recovery Act: Contracts
Generally speaking, the Recovery Act places special emphasis on the use of fixed-price contracts awarded through competitive procedures. As information becomes available, OJP will provide guidance to applicants as to what, if any, particular procurement requirements or procedures may apply to contracts awarded with Recovery Act grant funds, apart from those that appear in 28 C.F.R. Part 66 and 28 C.F.R. Part 70.

Recovery Act: Limit on Funds
The Recovery Act specifically provides that funds may not be used by any state or local government, or any private entity, for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

Recovery Act: Use of Funds in Conjunction with Funds from Other Sources.
Recovery Act funds may be used in conjunction with other funding as necessary to complete projects, but tracking and reporting of Recovery Act funds must be separate, to meet the reporting and other requirements of the Recovery Act and other applicable law. There can be no commingling of funds. (See "Accountability and Transparency under the Recovery Act," below.)

Accountability and Transparency under the Recovery Act

Separate Tracking and Reporting of Recovery Act Funds and Outcomes
Consistent with the special purposes and goals of the Recovery Act, and its strong emphasis on accountability and transparency, it is essential that all funds from a Recovery Act grant be tracked, accounted for, and reported on separately from all other funds (including DOJ grant funds from non-Recovery Act grants awarded for the same or similar purposes or programs). Recipients must also be prepared to track and report on the specific outcomes and benefits attributable to use of Recovery Act funds.

The accounting systems of all recipients and subrecipients must ensure that funds from any award under this Recovery Act solicitation are not commingled with funds from any other source.

Misuse of grant funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under a grant, and civil and/or criminal penalties.

Quarterly Financial and Programmatic Reporting
Consistent with the Recovery Act emphasis on accountability and transparency, reporting requirements under Recovery Act grant programs will differ from and expand upon OJP's standard reporting requirements for grants. In particular, section 1512(c) of the Recovery Act sets out detailed requirements for quarterly reports that must be submitted within 10 days of the end of each calendar quarter. Receipt of funds will be contingent on meeting the Recovery Act reporting requirements.

Under this Recovery Act program, quarterly financial and programmatic reporting will be required, and will be **due within 10 calendar days after the end of each calendar quarter**, starting July 10, 2009.

Programmatic and Financial Reporting Periods	**Due Dates**
October- December	January 10
January- March	April 10
April-June	July 10
July-September	October 10

The information from grantee reports will be posted on a public website. To the extent that grant funds are available to pay a grantee's administrative expenses, those funds may be used to

assist the grantee in meeting the accelerated time-frame and extensive reporting requirements of the Recovery Act.

Recovery Act grant recipients may expect that the information posted by OJP will identify grantees that are delinquent in their reporting. In addition, in keeping with standard OJP practice, grant recipients who do not submit required reports by the due date will not be permitted to draw down funds thereafter, during the pendency of the delinquency, and may be subject to other appropriate actions by OJP, including, but not limited to, restrictions on eligibility for future OJP awards, restrictions on draw-down on other OJP awards, and suspension or termination of the Recovery Act award.

Funding recipients may expect that a standard form and/or reporting mechanism may be available. Additional instructions and guidance regarding the required reporting will be provided as they become available. For planning purposes, however, all applicants should be aware that the Recovery Act section 1512(c) provides as follows:

> Recipient Reports: Not later than 10 days after the end of each calendar quarter, each recipient that received recovery funds from a Federal agency shall submit a report to that agency that contains—
>
> (1) the total amount of recovery funds received from that agency;
>
> (2) the amount of recovery funds received that were expended or obligated to projects or activities; and
>
> (3) a detailed list of all projects or activities for which recovery funds were expended or obligated, including--
>
> (A) the name of the project or activity;
>
> (B) a description of the project or activity;
>
> (C) an evaluation of the completion status of the project or activity;
>
> (D) an estimate of the number of jobs created and the number of jobs retained by the project or activity; and
>
> (E) for infrastructure investments made by state and local governments, the purpose, total cost, and rationale of the agency for funding the infrastructure investment with funds made available under this Act, and name of the person to contact at the agency if there are concerns with the infrastructure investment.
>
> (4) Detailed information on any subcontracts or subgrants awarded by the recipient to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), allowing aggregate reporting on awards below $25,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

Subawards under Recovery Act Grants

Reporting; DUNS and CCR. As indicated above, quarterly reporting requirements for Recovery Act awards include reporting with respect to subawards. In order to facilitate that reporting, award recipients must work with their first-tier subawardees (if any) to ensure that, no later than the due date of the award recipient's first quarterly report after a subaward is made, the subawardee has a DUNS numbers and is registered with the Central Contractor Registration (CCR) database. See "Deadline: Registration," above, for more information on CCR and DUNS numbers.

Monitoring of subawards. All applicants should bear in mind that any recipient of an award under this solicitation will be responsible for monitoring of subawards under the grant in

accordance with all applicable statutes, regulations, OMB circulars, and guidelines, including the OJP Financial Guide. Primary recipients will be responsible for oversight of subawardee spending and monitoring of specific outcomes and benefits attributable to use of Recovery Act funds.

Reporting Fraud, Waste, Error, and Abuse
Each grantee or subgrantee awarded funds made available under the Recovery Act is to promptly refer to an appropriate inspector general any credible evidence that a principal, employee, agent, contractor, subgrantee, subcontractor, or other person has submitted false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving Recovery Act funds.

You may report potential fraud, waste, abuse, or misconduct to the U.S. Department of Justice, Office of the Inspector General (OIG) by——

Mail: Office of the Inspector General
U.S. Department of Justice
Investigations Division
950 Pennsylvania Avenue, N.W.
Room 4706
Washington, DC 20530

E-mail: oig.hotline@usdoj.gov

Hotline: (contact information in English and Spanish): (800) 869-4499 or hotline fax: (202) 616-9881
Additional information is available from the DOJ OIG web site at www.usdoj.gov/oig/.

The Recovery Act provides certain protections against reprisals for employees of non-Federal employers who disclose information reasonably believed to be evidence of gross management, gross waste, substantial and specific danger to public health or safety, abuse of authority, or violations of law related to contracts or grants using Recovery Act funds. For additional information, refer to section 1553 of the Recovery Act.

Performance Measures

To assist in fulfilling the accountability objectives of the Recovery Act, as well as the Department's responsibilities under the Government Performance and Results Act of 1993 (GPRA), Public Law 103-62, applicants who receive funding under this solicitation must provide data that measure the results of their work. In addition, applicants must discuss their data collection methods in the application. Applicants must address all the Recovery Act performance measures. Also, applicants must address all the performance measures that are applicable to the category of funding for which they are applying. Performance measures for this solicitation are as follows:

OBJECTIVE	PERFORMANCE MEASURES	DATA THE GRANTEE PROVIDES FOR 3-MONTH REPORTING PERIOD	DESCRIPTION (PLAIN LANGUAGE EXPLANATION OF WHAT EXACTLY IS BEING PROVIDED)
Categories I-III Recovery Act: Preserving jobs	Number of jobs retained (by type) due to Recovery Act funding.	How many jobs were prevented from being eliminated as a result of the Recovery Act funding during this reporting period? How many jobs that were eliminated within the last 12 months and subsequently reinstated as a result of Recovery Act funding?	An unduplicated number of jobs that would have been eliminated if not for the Recovery Act funding during the three-month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship. An unduplicated number of jobs that were eliminated 12 months prior to receiving Recovery Act funding. Report this data for each position only once during the grant. A job can include full time, part time, contractual or other employment relationship.
Categories I-III Recovery Act: Creating jobs	Number of jobs created (by type) due to Recovery Act funding.	How many jobs were created with Recovery Act funding this reporting period?	An unduplicated number of jobs created due to Recovery Act funding during the three month quarter. Report this data for each position only once during the grant. A job can include full time, part time, contractual, or other employment relationship.
Categories I-III Recovery Act: Promoting economic recovery	Percent of essential services maintained without disruption.	How many essential services were prevented from elimination due to Recovery Act funding? How many essential services does your agency provide?	Essential services are defined as services that are necessary to achieving the grantee's mission. They are mission critical.
Categories I-III Recovery Act: Promoting economic recovery	Number of collaborative partnerships established to avoid reductions in essential services and duplication.	How many partnerships were formed this quarter that prevented reductions in services or duplication of efforts?	Partnerships are defined as the task force activities between state, local, federal, or tribal law enforcement agencies
Category I: To combat criminal narcotics activity along the Southern border	The number of drug trafficking organizations (DTOs) dismantled and disrupted The value of drugs, cash and other assets seized. The return on investment (ROI) of Southern border funds	The number of drug trafficking organizations dismantled and disrupted during the quarter Drug seizure amounts in KG (BJA will calculate value) Value of real property seized Value of cash seized Value of other (vehicles, jewelry) seized	The ROI is the ratio between the grant dollars (funds used for

	Cost per drug trafficking organization dismantled or disrupted.		enforcement and intelligence and information sharing) and the combined total of (1) the wholesale value of drugs taken off the market; (2) cash seized; and (3) non-cash assets seized. (Values obtained from measures above) This computation provides insight into the tangible return received through the operation of the program. Computing the cost of DTO dismantled or disrupted is an efficiency measure. Divide the amount of funds devoted to the multi-agency task force (from measure above) by number of DTOs dismantled or disrupted during the quarter (from first measure)
Category II: To enhance the capacity of community corrections	Reduction in average caseload of community correctional officers in agency.	Average caseload of all community corrections agency when grant begins. Average caseload of community corrections agency during the quarter for which the grantee is reporting.	
Category III: To facilitate justice information sharing, collaboration, and problem solving	Amount of electronic information exchanged	The number of commonly-accessible databases for inquiries established or used during the past quarter Number of new database inquiries in the past quarter Number of new database submissions in the past quarter	
Category IV: To improve the capacity of Southern border law enforcement through in-person training	Percentage of trainees who successfully completed the program. Percentage of trainees who completed the training who rated the training as satisfactory or better. Percentage of trainees who completed the training whose post-test indicated an improved score over their pre-test.	Number of individuals who attended each training. Number of individuals who completed the training. Number of individuals who rated the training as satisfactory or better. Number of individuals who completed an evaluation at the conclusion of the training. Number of individuals who completed a pre- and post-test. Number of trainees whose post-test indicated an improved score over their pre-test.	

Category IV: To increase the knowledge of Southern border law enforcement through web-based learning	Percentage of trainees who successfully completed the program. Percentage of trainees who completed the training who rated the training as satisfactory or better. Percentage of trainees who completed the training whose post-test indicated an improved score over their pre-test.	Number of individuals who started the training. Number of individuals who completed the training. Number of individuals who completed an evaluation at the conclusion of the training. Number of individuals who completed a pre- and post-test.	
Category IV: To increase the knowledge of Southern border law enforcement through distance learning using CD/DVDs	Percentage of organizations that completed the survey who expressed satisfaction that the CD/DVD met their training needs.	Number of organizations receiving CD/DVDs. Number of organizations who received CD/DVDs who were surveyed. Number of organizations who responded to the survey. Number of organizations who expressed satisfaction that the CD/DVD met their training needs.	
Category IV: To increase the knowledge of Southern border law enforcement by providing training scholarships	Percentage of surveyed trainees who reported that the training provided information that could be utilized in their job.	Number of training scholarships provided. Number of trainees who received scholarships who were surveyed. Number of trainees surveyed who responded to the survey. Number of surveyed trainees who reported that the training provided information that could be utilized in their job.	
Category IV: Increase a Southern border law enforcement agency's ability to solve problems and/or modify policies or practices	Percentage of requesting agencies who rated services as satisfactory or better in terms of timeliness and quality following completion of a onsite visit. Percentage of requesting agencies that were planning to implement at least some of the report recommendations six months	Number of onsite visits completed. Number of requesting agencies who completed an evaluation of services. Number of requesting agencies who rated services as satisfactory or better in terms of timeliness and quality following completion of a onsite visit. Number of reports submitted to requesting agencies after onsite visits.	

	after the onsite visit. Percentage of peer visitors who reported that the visit to the other agency was useful in providing information on policies or practices. Percentage of peer visitors that were planning to implement at least some policies or practices six months after they were observed at the visited site. Percentage of requesting agencies of other onsite services who rated the services provided as satisfactory or better.	Number of follow-ups with requesting agencies completed six months after onsite visit. Number of requesting agencies that were planning to implement at least some of the report recommendations six months after the onsite visit. Number of peer-to-peer visits completed. Number of reports completed by peer visitors after completion of the visit. Number of peer visitors who reported that the visit to the other agency was useful in providing information on policies or practices. Number of follow-ups with the requesting peer visitor completed six months after the peer-to-peer visit. Number of peer visitors that were planning to implement at least some policies or practices six months after they were observed at the visited site. Number of other onsite services provided. Number of reports submitted to requesting agencies following other onsite services. Number of requesting agencies who completed an evaluation of other onsite services. Number of requesting agencies of other onsite services who rated the services provided as satisfactory or better	
Category IV: To increase information provided to BJA and the Southern border law enforcement community	Percentage of advisory/focus groups evaluated as satisfactory or better.	Number of advisory/focus groups held. Number of advisory/focus groups evaluated as satisfactory or better. Number of documents produced as a result of	

	Percentage of conference attendees who rated the conference as satisfactory or better.	advisory/focus groups. Number of documents disseminated to the field as a result of advisory/focus groups. Number of times the requesting agency evaluated the product of the advisory/focus group. Number of conferences held. Number of conference attendees who completed an evaluation at the conclusion of the conference. Number of conference attendees who rated the conference as satisfactory or better. Number of web sites developed. Number of web sites maintained. Number of publications developed. Number of visits to web sites. Number of publications disseminated. Number of requests for information responded to.	
Category IV: To increase the knowledge of Southern border law enforcement through the development and/or revision of training curricula	Percentage of curricula that were pilot tested. Percentage of curricula that were revised after pilot testing.	Number of training curricula developed. Number of training curricula pilot tested. Number of training curricula revised after being pilot tested.	

How to Apply

Grants Management System Instructions. Applications must be submitted through OJP's online Grants Management System (GMS). To access the system, go to https://grants.ojp.usdoj.gov. Applicants should begin the process a few weeks prior to the GMS registration deadline, especially if this is the first time they have used the system. Each application requires a separate GMS registration. For a step-by-step guide, visit http://www.ojp.gov/gmscbt/ and refer to the section entitled "External Overview: Locating &

Applying for Funding Opportunities." For additional assistance, call the GMS Support Hotline at 1–888–549–9901 from 7:00 a.m. to 9:00 p.m. Eastern Time Monday to Friday.

Funding Opportunities with Multiple Categories: Some OJP solicitations posted on GMS contain categories, denoted by the individual solicitation title referencing the category area. If you are applying to a solicitation with multiple categories, you must select the appropriate solicitation title for the intended category of your application. The application will be peer reviewed according to the requirements of the category under which it is submitted.
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**Note: OJP's Grant Management System (GMS) does not support Microsoft Vista or Microsoft 2007. OJP will not review any application with attachments in Microsoft Vista or Microsoft 2007 format.** Applications submitted via GMS must be in the following formats: Microsoft Word (*.doc), Word Perfect (*.wpd), Microsoft Excel (*.xls), PDF files (*.pdf), or Text documents (*.txt). GMS is not yet compatible with Vista and cannot yet process Microsoft Word 2007 documents saved in the new default format with the extension ".docx." Please ensure that any Word documents you are submitting are saved using "Word 97-2003 Document (*.doc)" format. Additionally, GMS does not accept executable file types as application attachments. These disallowed file types include, but are not limited to, the following extensions: ".com," ".bat," ".exe," ".vbs," ".cfg," ".dat," ".db," ".dbf," ".dll," ".ini," ".log," ".ora," ".sys," and ".zip."

**Recovery Act CFDA Number:** The Catalog of Federal Domestic Assistance (CFDA) number for this solicitation is 16.809, titled "Recovery Act: State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States."

## What an Application Must Include

### Standard Form 424

### Program Abstract (Attachment 1)

Applicants must provide an abstract identifying the applicant's name, title of the project, dollar amount requested, and under Categories I, II, and/or III (see pages 6-7), the proximity of its jurisdiction to the Southern border measured in miles (or if a HIDTA applicant, state which HIDTA the applicant is applying on behalf of). In addition, applicants must provide the category for which the applicant is applying (i.e., Category I: Combating Criminal Narcotics Activity along the Southern Border). The abstract must include goals of the project, a description of the strategies to be used, a numerical listing of key/major deliverables, and coordination plans. The abstract must also identify which of the two programs goals (on page 5) the strategy responds to. Applicants must use a standard 12-point font (Times New Roman is preferred) with 1-inch margins. The abstract must not exceed 1 page.

Applicants for Category IV (see page 7), in addition to what is described in the preceding paragraph, must clearly demonstrate in their abstract their eligibility to apply by demonstrating the delivery of training and technical assistance to the law enforcement community within the Southern border region or those agencies within HIDTA areas combating criminal narcotic activities stemming from the Southern border.

Submissions that do not adhere to the format will be deemed ineligible.
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Program Narrative (Attachment 2)
Applicants must clearly indicate on the front page of the program narrative which category they are applying under. Should a proposal span multiple categories, select one category which best describes the project. The program narrative must respond to the solicitation and the Selection Criteria (1–3, 5) in the order given. The program narrative must be double-spaced, using a standard 12-point font (Times New Roman is preferred) with 1-inch margins, and must not exceed 8 pages. Please number pages "1 of 8," "2 of 8," etc. Submissions that do not adhere to the format will be deemed ineligible.

Budget and Budget Narrative (Attachment 3)
Applicants must provide a budget that is allowable and reasonable (Selection Criteria 4). Allowable costs include, but are not limited to, personnel, overtime, equipment, and fuel. Applicants must submit a budget detail worksheet and budget narrative. A budget detail worksheet form is available on OJP's web site at www.ojp.usdoj.gov/funding/forms/budget_detail.pdf. When using this form, you must also include a budget narrative, in MS Word or PDF format, as a separate attachment. Both the budget detail worksheet and narrative explanation of costs can be provided in a single document using this acceptable MS Word Budget template, available at www.ojp.usdoj.gov/BJA/funding/Budget_Worskheet_Narrative_Template.doc. Applicants may submit the budget and budget narrative in a different format (i.e., Excel spreadsheet), but it must contain all categories listed within the budget detail worksheet. Applicants must budget funding to travel to up to two Department of Justice-sponsored grant meetings. Applicants should estimate the costs of travel and accommodations for two staff to attend two meetings, with one trip to Washington D.C. and one within their region.

Grants awarded under this solicitation will support the hiring of personnel and the procurement of equipment and related expenses to accomplish the goals and objectives listed within the categories. Examples of specifically allowable expenditures may include, but are not limited to: program-related personnel, overtime, technology, equipment and fuel costs. Further, applicants are strongly encouraged to consider costs for training needs and reporting requirements associated with receipt of this funding when developing their budget.

Applicants must budget funding to travel to up to two Department of Justice-sponsored grant meetings. Applicants should estimate the costs of travel and accommodations for two staff to attend two meetings, with one trip to Washington D.C. and one in their region.

Project Timeline and Position Descriptions (Attachment 4)
Applicants must attach a project timeline with each project goal, related objective, activity, expected completion date, and responsible person or organization. Applicants should also provide position descriptions for all positions the applicant seeks to fund under this grant and any resumes of staff already identified. For Category IV only, applicants must attach resumes of any staff already identified.

Certifications (Attachment 5)
Applicants must attach certifications required by this solicitation, as outlined on pages 3-4. Copies of the certifications are in the Appendix. In order for a HIDTA to apply for funding under Categories I-IV, the Director of the HIDTA must authorize a designee from a participating state, local, or tribal law enforcement agency to apply on behalf of the HIDTA. The Director must sign a statement (to include under this attachment) which expressly authorizes the designee to apply on behalf of the HIDTA.

Selection Criteria

1. **Statement of the Problem (15 percent of 100)**
   Identify the precise problem to be addressed by the project. Provide specific data where available. Describe how activities can be started and completed expeditiously and in a manner that maximizes job creation and economic benefits. For Categories I, II, and III, the applicants' proximity to the Southern border is an additional factor that may be taken into consideration. Agencies applying on behalf of HIDTAs must explain how their narcotics activity stems from the Southern border.

2. **Program Design and Implementation (30 percent of 100)**
   Describe project objectives that are linked to meaningful and measurable outcomes consistent with the goals of the Recovery Act and the likelihood of achieving such outcomes, such as job creation and preservation. Applications that demonstrate job creation and sustainability will receive priority consideration. This solicitation places an emphasis on hiring and retaining staff for the implementation of the stated category objectives (i.e., implementing Intelligence-Led Policing). The review of applications will take into consideration the extent to which the applicant proposes to hire and retain positions. Describe how the project will reach the stated goals and objectives by providing a complete description of its design and proposed implementation. Tie program activities to goals, objectives, and the performance measures applicable to the project. Include a comprehensive timeline that identifies milestones, numerically listed deliverables, and who is responsible for each activity (as Attachment 4). Where applicable, describe how your program design employs evidence-based practices or is based upon research knowledge and/or data.

3. **Capabilities/Competencies (25 percent of 100)**
   Fully describe the applicant(s) capabilities to implement the project and the competencies of the staff assigned to the project. Describe how the organization will track all drawdowns and grant expenditures separately from other federal funding.

4. **Budget (10 percent of 100)**
   Provide a comprehensive budget and budget narrative that are complete, allowable, and justified based on the proposed project (as Attachment 2). Applicants are strongly encouraged to avoid unsubstantiated equipment purchases. Applicants must budget funding to travel to up to two Department of Justice-sponsored grant meetings. Applicants should estimate the costs of travel and accommodations for two staff to attend two meetings, with one trip to Washington D.C. and one in their region.

4. **Impact/Outcomes, Evaluation, Sustainment, and Description of the Applicant's Plan for the Collection of the Data Required for Performance Measures (20 percent of 100)**
   Applicants must certify their willingness and capacity to participate in an evaluation to be managed by the National Institute of Justice. Capacity may be demonstrated by: documenting participation in prior evaluations, existence of data management systems, or program maturity and/or stability. For innovative programs, applicants should provide evidence that the program model has shown promise in being effective.

   For all categories, explain how the program's effectiveness will be demonstrated. Discuss the significance of the program's impact to improve the functioning of the criminal justice

system. For each performance measure selected, describe: 1) what data will be collected, 2) how it will be collected, 3) how it will be assessed/analyzed; and 4) the process for reporting the findings and outcomes, which will measure the impact of the proposed efforts. Outline a project timeline and a strategy for sustaining the project when the federal grant ends, including a plan for sustaining personnel hired with grants funds after the funding has ended.

Review Process

OJP is committed to ensuring a standardized process for awarding grants. The Bureau of Justice Assistance (BJA) reviews the application to make sure that the information presented is reasonable, understandable, measurable, and achievable, as well as consistent with program or legislative requirements as stated in the solicitation.

Peer reviewers will be reviewing the applications submitted under this solicitation as well. BJA may use either internal peer reviewers, external peer reviewers or a combination of both to review the applications under this solicitation. An external peer reviewer is an expert in the field of the subject matter of a given solicitation who is NOT a current U.S. Department of Justice employee. An internal reviewer is an expert in the field of the subject matter of a given solicitation who is a current U.S. Department of Justice employee. Applications will be screened initially to determine whether the applicant meets all eligibility requirements. Only applications submitted by eligible applicants that meet all other requirements (such as timeliness, proper format, required attachments, and responsiveness to the scope of the solicitation) will be evaluated, scored, and rated by a peer review panel. Peer reviewers' ratings and any resulting recommendations are advisory only. In addition to peer review ratings, considerations may include, but are not limited to, underserved populations, strategic priorities, past performance, and available funding.

After the peer review is finalized, the Office of the Chief Financial Officer (OCFO), in consultation with BJA, conducts a financial review of all potential discretionary awards and cooperative agreements to evaluate the fiscal integrity and financial capability of applicants; examines proposed costs to determine if the budget and budget narrative accurately explain project costs; and determines whether costs are reasonable, necessary, and allowable under applicable Federal cost principles and agency regulations. OCFO also reviews the award document and verifies the OJP Vendor Number.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final grant award decisions will be made by the OJP Assistant Attorney General (AAG), who may also give consideration to factors including, but not limited to, underserved populations, strategic priorities, past performance, applicant's proximity to the Southern border and available funding when making awards.

Additional Requirements

Successful applicants selected for awards under this Recovery Act solicitation must agree to comply with additional applicable requirements prior to receiving grant funding. We strongly encourage you to review the list below pertaining to these additional requirements prior to submitting your application. Additional information for each can be found at www.ojp.usdoj.gov/recovery/solicitationrequirements.htm.

- Civil Rights Compliance
- Funding to Faith-Based Organizations
- Confidentiality and Human Subjects Protection
- Anti-Lobbying Act
- Financial and Government Audit Requirements, includes Single Audit Act Requirements
- National Environmental Policy Act (NEPA)
- DOJ Information Technology Standards
- Single Point of Contact Review
- Non-Supplanting of State and Local Funds
- Criminal Penalty for False Statements
- Compliance with Office of Justice Programs *Financial Guide*
- Suspension or Termination of Funding
- Non-Profit Organizations
- For-Profit Organizations
- Government Performance and Results Act (GPRA)
- Rights in Intellectual Property
- Federal Funding Accountability and Transparency Act (FFATA) of 2006
- Recovery Act Reporting Requirements; Section 1512(c) of the Recovery Act
- Section 1511 of the Recovery Act: Certifications
- Section 1602 of the Recovery Act: Preference for Quick-Start Activities
- Section 1604 of the Recovery Act: Limit on Funds
- Section 1605 of the Recovery Act: Buy American
- Section 1606 of the Recovery Act: Wage Rate Requirements
- Section 1607 of the Recovery Act: Additional Funding Distribution and Assurance of Appropriate Use of Funds
- Section 1609 of the Recovery Act: Relating to National Environmental Policy Act

Appendix. Templates for Required Certifications

Instructions: Scan signed certifications and submit image files electronically as part of your application package.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States

Certification as to Recovery Act Reporting Requirements

On behalf of the applicant entity named below, I certify the following to the Office of Justice Programs, U.S. Department of Justice:

I have personally read and reviewed the section entitled "Accountability and Transparency under the Recovery Act" in the program announcement for the Recovery Act grant program identified above. I have also read and reviewed section 1512(c) of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), concerning reporting requirements for grants. I agree that the applicant will comply with the reporting requirements set forth therein with respect to any grant the applicant may receive under the Recovery Act grant program identified above.

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs, and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant entity (that is, the entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Entity

_____
Date

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Recovery Act – State and Local Law Enforcement Assistance Program: Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States

General Certification as to Requirements for Receipt of Funds for Infrastructure Investments

On behalf of the applicant state or unit of local government (including tribal government) named below, I certify the following to the Office of Justice Programs ("OJP"), U.S. Department of Justice:

I have personally read and reviewed the section entitled "Eligibility" in the program announcement for the Recovery Act grant program named above. I also have personally read and reviewed section 1511 of the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"), which requires a specific certification prior to receipt of Recovery Act funds for infrastructure investments.

Initial the statement that applies:

_____ The applicant identified below **does not intend to use** any portion of any funds received under this Recovery Act grant program for any infrastructure investment. Should this intention change, the applicant will promptly notify OJP, and (except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law) will not draw down, obligate, or expend any funds received under this Recovery Act program for any infrastructure investment project until section 1511 of the Recovery Act has been satisfied, and an adequate project-specific certification has been executed, posted, and submitted to OJP.

_____ The applicant identified below **does intend to use** some or all of any funds received under this Recovery Act grant program for one or more infrastructure investment projects. Except to the extent, if any, that OJP has given prior written approval to expend funds to conduct the review and vetting required by law, I agree that the applicant entity will execute, post, and submit to OJP, prior to obligating, expending, or drawing down funds for such project, a project-specific certification that satisfies all of the requirements of section 1511 (including execution by the Governor, mayor, or other chief executive, as appropriate) for each such infrastructure investment project.

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

General Certification as to Requirements for Receipt of Funds
for Infrastructure Investments

I acknowledge that a false statement in this certification may be subject to criminal prosecution, including under 18 U.S.C. § 1001. I also acknowledge that Office of Justice Program grants, including certifications provided in connection with such grants, are subject to review by the Office of Justice Programs and/or by the Department of Justice's Office of the Inspector General.

I have authority to make this certification on behalf of the applicant (that is, the governmental entity applying directly to the Office of Justice Programs).

_____
Signature of Certifying Official

_____
Printed Name of Certifying Official

_____
Title of Certifying Official

_____
Full Name of Applicant Government Entity

_____
Date

AI-14842 **17.C.**

Sheriff's Federal Sharing - U.S. Department of Justice

CC REGULAR

Date:	04/07/2009
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to appropriate 2009 monies received on (7) seven seizure awards in the Sheriff's Federal Sharing U.S. Department of Justice Fund 1229 in the total amount of $7,170.90

BACKGROUND

See attached Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1229-421-00-280-007-0-748

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

BUDGETARY IMPACT:

Appropriation of revenue funds in the amount of $7,170.90.

Attachments

Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/01/2009 04:12 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 10:53 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 09:14 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rosie Hinojosa — Started On: 04/01/2009 12:15 PM

Final Approval Date: 04/03/2009

DATE: April 1, 2009
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's Federal Sharing - U.S. Departmen
ACCOUNT NUMBER: 9-1229-421-00-280-007-0-XXX

SUBJECT: Budget Amendments (Increases) in Accord 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 NUMBER(S)	ACCOUNT (OBJECT) NAME
9-1229-421-00-280-007-0-748	Other Equipment

TOTAL BUDGET INCREASE REQUEST

REASON: To appropriate monies received (7) seven seizure awards. (Rec. No. 12743 127434, 127435 & 127516.)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ıt of Justice

lance with Local Government

AMOUNT
7,170.90

$	7,170.90

30, 127431, 127432, 127433

ATTEST COUNTY CLERK

AI-14819 **17.D.**

Gulf Coast Violent Offenders & Fugitive Task Force

CC REGULAR

Date: 04/07/2009
Submitted By: Emilia Uriegas, SHERIFF DEPT.
Submitted For: Anacleto Martinez
Department: SHERIFF DEPT.

Information

CAPTION

1. Approval of increase in funds for the Gulf Coast Violent Offenders & Fugitive Task Force with the United States Marshals Service in the amount of $8,000.00
2. Approval of Certification of Revenues as certified by the County Auditor for the Gulf Coast Violent Offenders & Fugitive Task Force with the United States Marshals Service.
3. Approval of appropriation of funds in the amount of $8,000.00

BACKGROUND

Monies for overtime for officer participating in the Gulf Coast Violent Offenders & Fugitive Task Force are made available based on the current Memorandum of Understanding (MOU) between the Hidalgo County Sheriff's Office and the United States Marshals Service.

Funding is also provided for fringe benefits (with the exclusion of health and life insurance expenses).

Purchase Order No. DJMS-09-79-M-0210.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-058-9-XXX

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

BUDGETARY IMPACT:

Appropriation of funds for the the Gulf Coast Violent Offenders & Fugitive Task Force with the United States Marshals Service in the amount of $8,000.00

Revenue account# 9-1284-331-10-280-058-9-000

The health and life insurance expenses are to be charged to the Sheriff's Office Account Number 9-1100-421-00-280-001-0-XXX

Attachments

Link: gcvoftf.notice

Link: gcvoftf.budget.amend.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/01/2009 09:26 AM	APRV
2	Budget & Management	Veronica Lopez	04/01/2009 09:57 AM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 03:23 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Emilia Uriegas

Started On: 03/31/2009 02:05 PM

Final Approval Date: 04/03/2009

ORDER FOR SUPPLIES OR SERVICES

PAGE OF PAGES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

1. DATE OF ORDER	2. CONTRACT NO. (if any)
02/17/09	N/A
3. ORDER NO.	**4. REQUISITION/REFERENCE NO.**
DJMS-09-79-M-0210	09-79-REQ-0345

5. ISSUING OFFICE (Address correspondence to)
51 RUSK STREET, ROOM 10002
HOUSTON, TX 77002

7. TO:

a. NAME OF CONTRACTOR
LUPE TREVINO, 956-383-8114

b. COMPANY NAME
HIDALGO COUNTY SHERIFF'S OFFICE

c. STREET ADDRESS
711 EAST EL CIBOLO ROAD

d. CITY	e. STATE	f. ZIP CODE
EDINBURG	TX	78541

9. ACCOUNTING AND APPROPRIATION DATA
1590324 O/C2599 PROJECT CODE FWF4010R

6. SHIP TO:

a. NAME OF CONSIGNEE
U.S. MARSHALS SERVICE

b. STREET ADDRESS
1701 W. Business Highway 83, Suite 100

c. CITY	d. STATE	e. ZIP CODE
McAllen	TX	78501

f. SHIP VIA

8. TYPE OF ORDER

☒ a. PURCHASE
REFERENCE YOUR: DJMS-09-79-M-0210
Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if any, including delivery as indicated.

☐ b. DELIVERY – Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.

10. REQUISITIONING OFFICE
MCALLEN, TX

11. BUSINESS CLASSIFICATION (Check appropriate box(es))
☐ a. SMALL ☒ b. OTHER THAN SMALL ☐ c. DISADVANTAGED ☐ g. SERVICE-DISABLED VETERAN-OWNED
☐ d. WOMEN-OWNED ☐ e. HUBZone ☐ f. EMERGING SMALL BUSINESS

12. F.O.B. POINT
MCALLEN, TX

13. PLACE OF a. INSPECTION	b. ACCEPTANCE	14. GOVERNMENT B/L NO.	15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date)	16. DISCOUNT TERMS
MCALLEN, TX	MCALLEN, TX	N/A	02/17/09 THROUGH 09/30/09	NET 30 DAYS

17. SCHEDULE (See reverse for Relections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
1.	To provide Federal Over-time for Gulf Coast Violent	1		8000	8000	
	Offenders & Fugitive Task Force member agency				0	
	Hidalgo County Sheriff's Office In accordance				0	
	with the,				0	
2.	Attachment A - Fugitive Apprehension Joint				0	
3.	Attachment B - Terms and Conditions				0	
4.	Attachment C - Applicable Deparment of Labor				0	
	Wage Determination				0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	
					0	

18. SHIPPING POINT	19. GROSS SHIPPING WEIGHT	20. INVOICE NO	17(h) TOT. (Cont. pages)
N/A	N/A	N/A	

SEE BILLING INSTRUCTIONS ON REVERSE

21. MAIL INVOICE TO:

a. NAME
U.S. MARSHALS SERVICE

b. STREET ADDRESS (or P.O. Box)
515 RUSK STREET, ROOM 10002

c. CITY	d. STATE	e. ZIP CODE
HOUSTON	TX	77002

$8,000.00 — 17(i) GRAND TOTAL

22. UNITED STATES OF AMERICA BY (Signature)
Oralia Olalde

23. NAME (Typed)
ORALIA OLALDE, PURCHASING AGENT
TITLE: CONTRACTING/ORDERING OFFICER

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION NOT USABLE

OPTIONAL FORM 347
(REV. 4/2006)
Prescribed by GSA/FAR 48 CFR 53.213(f)

DJMS-09-79-M-0210

United States Marshals Service

REQUISITION FOR PROCUREMENT OF SUPPLIES, SERVICE, AND EQUIPMENT

1. REQUISITION NO.:	2. REQUESTED BY (Name/Title/Organization):	TEL. NO.:	3. DATE:
09-79.REQ-0345	USMS S/Texas - McAllen Division	956-618-8025	11/10/2008

4. ORGANIZATIONAL BUDGET OFFICER: I do hereby certify that funds are available and authorize an increase of funds but not to exceed $100.00.

Ann Adams — Signature — Date

4a. APPROVAL by Component Head, U.S. Marshal or Designee:

Steven C. Tiller — Signature — Date

5. DELIVER TO:

1701 W. Business Highway 83
suite 100
McAllen, Texas 78501
ATTN: SDUSM Karam

☐ USMS Warehouse - LOC
3601 Pennsy Drive, Landover, MD 20785
☐ Requisition faxed to warehouse (301-341-0784) on (date): _____

5. SOURCES OF FUNDING:

☒ Appropriated
☐ Non-Appropriated
☐ District Funds
☐ AFF Case No.: _____
☒ Reimbursement Auth. No.: FWF90001
☐ Other: _____

6a. PROGRAM APPROVALS: (Attach before sending to applicable Contracting Office for processing)

☐ Financial Services Division:
Budget Execution Team (Any Requisition $100K and over)
☐ Information Technology Division:
IT (All hardware, software, services, regardless of value)
Communications (FAX, Cellular, Pagers, Telephone Equip. & Maintenance)
☐ Management Support Division:
Motor Vehicles - Mgmt. Support Team (Fleet Mgmt., Leases & Repairs)
Publishing Services - (Copiers, A/V & Printing)
Procurement Chief (Economy Act, Set-Asides, Bureau Proc. Chief as required by FAR/JAR)
☐ Investigative Operations Division:
ESU Equipment
Wireless Communications Equip (Radios, Repeaters, etc.)
☐ Deputy Director:
Non-Standard Ammo.; Weapons, Service, Backup, Tactical & Defensive; Aircraft Lease or Purchase; New Requirements Over $100K
☐ Director:
Economy Act, J&As, HCA as required by FAR/JAR
☐ USM, CDUSM or AD:
Paid Advertisements
☐ OTHER: _____

7. STOCK NO. (a)	ITEM DESCRIPTION (b) Include Accounting Classification Structure (ACS) with each line item. Attach SOWs, Justifications & Other Documentation. Include make, model or salient characteristics.	OBJECT CLASS (c)	UNIT OF ISSUE (d)	QUANTITY (e)	UNIT COST (f)	TOTAL COST (g)
	Task Force Officer Overtime for the Hidalgo County Sheriff's Office to assist the Gulf Coast Violent Offenders Task Force in apprehending fugitives in McAllen, TX (FY09).	2599		1	$8,000.00	$8,000.00
						$0.00
	ORDERED WITH ESTIMATED DELIVERY DATE					$0.00
						$0.00
	PURCHASE ID ACTIVITY ID FCIS ENTRY DATE					$0.00
	711 East El Cibolo Rd Edinburg 78541					$0.00

8. ACCOUNTING CLASSIFICATION STRUCTURE: See Instructions.

Fiscal Year	Fund Code	Organization Code	Project Code (HQ only)
2009	0324	D79	FWF4010R

9. DC NUMBER (HQ only):

10. ESTIMATED COST: TOTAL: $8,000.00

(For acquisitions of property, $25,000 or more per item)
APPROVED BY OFFICE OF PROPERTY MANAGEMENT:

_____ Signature — _____ Date

VENDOR INFORMATION:
Suggested Source: Hidalgo County Sheriff's Office
Contact: Lupe Trevino — Phone: 956-383-8114
Date Ordered: — Date Rec'd.:
Order No.:

PRIOR EDITIONS ARE OBSOLETE.
This requisition is not to be used for printing, duplicating, composition graphics or visual production requirements. Use Form USM-219.

Form USM-157
Rev. 05/08

U.S. Department of Justice

United States Marshals Service
Southern District of Texas
515 Rusk, Room 10017
Houston, TX 77002

February 17, 2009

Sheriff Guadalupe "Lupe" Trevino
Hidalgo County Sheriff's Office
711 East El Cibolo Road
Edinburg, TX 78541

Dear Sheriff Trevino,

This is to notify you of procedures regarding submission of invoices for overtime in support of the Fugitive Apprehension Task Forces. Invoices are to be submitted on a monthly basis (i.e., March 2009, April 2009) and should reflect a summary of overtime hours incurred by each investigator for the month. The invoice should be on your Department's letterhead and can be submitted in your invoice format, but must include the following elements:

1) Name and title of each investigator who incurred overtime during the month;

2) Hourly regular and overtime rates in effect for each investigator during the month;

3) Total overtime hours incurred by investigator during the month;

4) Total overtime dollars for each investigator for the month;

5) Total bill amount for the month;

6) Purchase Order No. DJMS-09-79-M-0210 and Billing Period (Month).

Invoices should be submitted to Supervisory Deputy Isaac Karam, who will review them, approve them, and forward them to my attention for payment. Additional backup documentation should be available upon request to verify the accuracy of the summary level invoices in case of an audit or to assist the district in the invoice review process.

We have attached a sample invoice. Your invoice does not have to be formatted exactly the same but all of the same elements should be included.

If you have questions regarding the invoicing procedure, please contact me at (713) 718-4803.

Sincerely,

Ann Adams
Administrative Officer

Attachments:

- Sample Memorandum of Understanding Invoice
- Memorandum of Understanding
- Purchase Order No. DJMS-07-79-M-0210

Copy Furnished: Isaac Karam, Supervisory Deputy
United States Marshals Service

MEMORANDUM OF UNDERSTANDING
DISTRICT FUGITIVE TASK FORCE
GULF COAST VIOLENT OFFENDERS & FUGITIVE TASK FORCE

This Memorandum of Understanding (MOU) is entered into by the **Hidalgo County Sheriff's Office** and the **United States Marshals Service** (USMS) pursuant to the Presidential Threat Protection Act of 2000 (Public Law 106-544, § 6, December 19, 2000, 114 Stat. 2718, 28 U.S.C. § 566 note). The Presidential Threat Protection Act of 2000 provides that, "the Attorney General shall, upon consultation with appropriate Department of Justice and Department of the Treasury law enforcement components, establish permanent Fugitive Apprehension Task Forces consisting of Federal, State, and local law enforcement authorities in designated regions of the United States, to be directed and coordinated by the United States Marshals Service, for purpose of locating and apprehending fugitives."

Terms and Conditions

1. Period of Performance: This MOU is automatically renewed annually based on verbal notification from the USMS, on or about October 1 of each new fiscal year. Participating agencies may withdraw their participation after providing 30 days advance written notice to the Task Force Commander or Chief Deputy. Subject to the availability of funds, overtime reimbursement, will be renewed annually based on written notification from the U.S. Marshals Service.

2. Overtime Reimbursement: The USMS **shall** X **shall not** ___ reimburse your organization for overtime hours pending availability of funds. Your agency must submit within 30 days after receipt of a fully executed MOU, a list of individuals along with information stating their compensated overtime rate. Reimbursement of overtime work shall be consistent with the Fair Labor Standards Act. Overtime per law enforcement officer is capped at no more than $15,572 per year.

Reimbursement of overtime shall be contingent upon the submission of a proper invoice which shall be submitted on a monthly basis, and which provides the names of the investigators who incurred overtime for the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF) during the month; the number of overtime hours incurred; the hourly regular and overtime rates in effect for each investigator; and the total monthly cost. The invoice should be submitted to the USMS District Fugitive Task Force (TF) Commander, who will review the invoice, stamp and sign indicating that services were received and that the invoice is approved for payment; and forward to USMS Headquarters for processing. Documentation supporting the summary level monthly invoice will be maintained by the USMS Fugitive Task Force Commander, and only the summary level monthly invoice will be forwarded to USMS Headquarters.

3. Personnel and Supervision: The Task Force will consist of law enforcement and administrative personnel from state and local law enforcement agencies. Each participating

agency may agree to assign at least one full-time law enforcement officer to the task force. Every task force officer assigned to the Task Force, will be special deputized by the USMS as required. Direction and coordination of the Task Force shall be the responsibility of the USMS Task Force Commander. Subject to the needs of the Task Force, participating agencies may assign supervisory personnel to serve as group supervisors within the task force. Each group supervisor will be responsible for the operational supervision of a multi-agency group of federal, state and local law enforcement officers assigned to the task force. The current task force, if applicable, will be integrated within the USMS Gulf Coast Violent Offenders & Fugitive Task Force to formulate a joint task force with a greater scope of responsibility and wider area of coverage.

Administrative matters which are internal to the participating agencies remain the responsibility of the respective agencies. Furthermore, each agency retains responsibility for the conduct of its

4. Task Force Advisory Committee: A Task Force Advisory Committee, consisting of representatives of each participating agency, shall meet and confer as necessary to review and

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS at all times. Government vehicles shall be used only for official purposes and solely for use in the performance of the task force. They shall not be used for transportation between residence and place of employment. All vehicles and equipment must be returned to the USMS upon termination of the task force or the

Any other equipment used by or assigned to task force officers will remain the property of the agency issuing the equipment and will be returned to that specific agency upon termination of the

Each participating agency agrees to furnish one vehicle for use by the task force for each law enforcement officer assigned to the task force (unless a USMS owned or leased vehicle is assigned to the officer). Each agency is responsible for the fuel, maintenance, and other expenses The USMS will issue USMS radios to each task force officer. Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their law enforcement radio network. Pending the availability of funds, the USMS will furnish cellular telephones to be used for official Task Force business.

6. Background Investigations and Special Deputation: Personnel assigned to the task force may be required to undergo background investigations in order to be provided access to USMS offices, records, and computer systems. In the event that such background investigations are required by the USMS for state or local personnel, the USMS shall bear the costs associated with those investigations. Non-USMS law enforcement officers assigned to the task force will be

7. Records, Reports, and Evidence: Original reports of investigation, evidence, and other investigative materials generated, seized, or collected by the TF shall be retained by the agency in the TF responsible for the case. However, evidence may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be

Task Force statistics will be maintained in the USMS Warrant Information Network (WIN).

8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the TF. Upon receipt of a written request, the TF may also assist non-

Task Force personnel will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each

9. NCIC Entries: Federal fugitive cases referred to the task force for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the USMS or originating agency, as appropriate. State or local fugitive cases will be entered into NCIC (and other applicable state or local lookout systems) as appropriate by the concerned state

10. Travel: Task Force personnel may be required to travel outside of the jurisdiction to which they are normally assigned in furtherance of task force business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with applicable federal laws, rules, and

11. Informants: Pending availability of funds, the USMS may provide funding for the payment of informants. However, all payments of informants utilizing USMS funding shall comply with

12. Use of Firearms and Deadly Force: All members of the TF shall comply with their agency's guidelines concerning the use of firearms and deadly force. Copies of all applicable firearms and deadly force policies shall be provided to the Task Force Commander and each concerned task force officer.

13. News Media: Press conferences, press releases, and other statements to the media concerning task force arrests and operations shall be coordinated among all participating

14. Release of Liability: Each agency shall be responsible for the acts or omissions of its personnel. Participating agencies or officers shall not be considered as the agent of any other participating agency. Nothing herein is intended to waive or limit sovereign immunity under

Sheriff Guadulpe "Lupe" Trevino or designee
Hidalgo County Sheriff's Office

U.S. Marshal Ruben Monzon or designee
Southern District of Texas
United States Marshals Service

DATE: March 31, 2009

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF)

ACCOUNT NUMBER: 9-1284-421-00-280-058-9-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 budget in accordance with Local Government Code, Chapter 111, Subchapter C

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME	AMOUNT
9-1284-421-00-280-058-9-131	Overtime	6,684.50
9-1284-421-00-280-058-9-220	FICA	511.36
9-1284-421-00-280-058-9-230	Retirement	602.94
9-1284-421-00-280-058-9-250	Unemployment Compensation	33.42
9-1284-421-00-280-058-9-260	Workers' Compensation	167.78
	TOTAL APPROPRIATIONS	8,000.00
9-1284-331-10-280-058-9-000	United States Marshals Service	8,000.00
	TOTAL REVENUES	8,000.00

REASON: **To appropriate budget for the Gulf Coast Violent Offenders & Fugitive Task Force (GCVOFTF).**

Note: Expenses relating to Health and Life Insurance are to be charged in the Sheriff's Office Budget Account.

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-14793 **18.A.**

Payment Authorization - North "I" Road Project Phase II
CC REGULAR

Date: 04/07/2009
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 a certain tract of land described as Parcel 53-A, North "I" Road Project, Phase II.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-260-005-0-841
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance is $51,791.07 as of 3/30/09.

Attachments

Link: Maria A. F. Guerra

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/27/2009 02:54 PM	APRV
2	Dale Kennan	Dale Kennan	03/30/2009 09:44 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Sandra Garcia			Started On: 03/27/2009 02:31 PM	
Final Approval Date: 04/03/2009				

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA
Director

MEMORANDUM

To: **Commissioners' Court**

From: **Danny Guzman** D.G.
Right of Way Agent

Date: **March 24, 2009**

Subject: **North "I" Road Project Phase II**
Parcel # 53-A – Maria Altagracia Flores Guerra

Appraised Value	**$ 4,182.00**
Settlement Demand	**$ 5,000.00 ****
Difference	**$ 818.00 ****

****See attached letter**

Commissioners' Court Executive Session March 24, 2009.

_____**Approved**

_____**Not Approved**

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

Maria Flores-Guerra
2313 Arroyo Avenue • McAllen, TX 78504
Phone Number • 956-821-8898
Email Address • mfguerra@rgv.rr.com

March 11, 2009

Mr. Danny Guzman, ROW Agent
Hidalgo County Right of Way Department
509 E. Earling Rd.
San Juan, TX 78589

Re: Parcel 53-A, North "I" Project, Phase II

Dear Mr. Guzman,

Please pardon the delay of this letter. The TAKS assessment is the priority for me in my line of work at this time of the year.

In the essence of time on your part and mine, I will concede to use the old survey you have on file in spite of the fact that it is three years old and due to the construction in the surrounding area the land has appreciated greatly.

If I understand you offer, you now want to purchase outright the piece of land I had previously given the County of Hidalgo a Right of Way for; specifically the first 25 feet of property on Parcel 53-A. If this is correct, the property will be conveyed if it is agreed to by the County of Hidalgo that I be paid $5,000.00.

If you have any questions, please feel free to contact me at 956-821-8898.

Thank you,

Maria Flores-Guerra

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property:	East side of "I" Road, located just north of Alberta Road, Edinburg, Texas 78541	Account:	N/A
Property Owner:	State of Texas	Parcel:	53A
Address of Property Owner:	600 West Expressway 83, Pharr, TX. 78577	CSJ:	N/A
Occupant's Name:	State of Texas	Federal Project No:	N/A
Whole: ☐	Partial: ☑ Acquisition	Highway: North "I" Road	County: Hidalgo County

Purpose of the Appraisal

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

Market Value

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

Certificate of Appraiser

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is $4,182.00 as of January 9, 2007 based upon my independent appraisal and the exercise of my professional judgment; on January 9, 2007 (date)(s), I personally inspected in the field the property herein appraised; I afforded State of Texas, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 9, 2007 (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are noncompensable under the established law of said State,

and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Appraiser Signature - Leonel Garza III

State Certified General Real Estate Appraiser - TX 1328375-General
Certification Number

January 14, 2007
Date

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

District Reviewing Appraiser Date

Certificate of Appraisal

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

Identification of Client & Intended User of Appraisal Report

The client for this report is identified as Hidalgo County Right-of-Way Department under the direction of Precinct No. 4, and others which would be involved with the acquisition of said proposed right-of-way along "I" Road. The part to be acquired is for the expansion of the existing road right-of-way of "I" Road with the project limits being Owassa Road north to U.S. Highway 281 within the City of Edinburg. The intended use of the report is to assist Mr. J. Benito Rodriguez, Right-of-Way Agent of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Mr. J. Benito Rodriguez is one of several Right-of-Way Agents of Hidalgo County, who has a local office established at Precinct No. 4, located at 509 E. Earling Rd. San Juan, Texas 78589. Mr. Rodriguez, shall be the project manager for this project under the direction of Honorable Oscar L. Garza, County Commissioner of Precinct No. 4 and Joe Pena the Director of the Right-of-Way Department of Hidalgo County. Mr. Salinas can be contacted at (956) 283-8134.

Scope of the Assignment

By work order dated May 3, 2006 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Purchasing Department, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by R. Gutierrez Engineering of Pharr, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

Purpose of the Appraisal Report

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determined the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

Property Rights Appraised

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

Accessibility To Subject Property

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report.

Analysis of Subject As A Whole

A survey of the property owners entire tract was not performed as the part to be acquired is located along the eastern frontage of North "I" Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

Economic Unit Analysis

The subject property shall be analyzed based on a 6.399 acre (278,740 square foot) gross tract of land. Any existing road right-of-way and easements indicated along North "I" Road shall be excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by R. Gutierrez Engineering dated February 3, 2006. The comparable sales used for the analysis of the subject property as whole and as the partial taking indicated a range of economic units of 13,300 square feet to 40,075 square feet. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property. It should be noted that the subject property is currently utilized as part of a drainage canal utilized by the State of Texas. Although the subject is not a readily marketable tract of land for purposes of this report the subject whole property is determined to be an economic unit.

Part to be Acquired

The proposed partial acquisition is comprised of fee land in which the net land area to be acquired is 2,788 square feet (0.064 acres). The proposed partial acquisition has approximately 92.75 lineal feet of frontage along the eastern side of North "I" Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a commercial use tract of land which is based on the local market trend along North "I" Road. This highest and best use is further explained on page 1.4 of this report.

To Be Acquired (Net)	0.064 Acres
	2,788 S.F.

Legal Description of The Part To Be Acquired

A 0.117 acre tract of land, more or less, of which 0.053 acres lies in existing road right of way leaving a net taking of 0.064 acres, out of a 6.399 (Gross) 6.346 (Net) - acre tract of land, more or less, out of Lot 7, Block 4, John Closner Subdivision, Hidalgo County, Texas.

Remainder Before and After The Acquisition

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

Property Tax Information

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of State of Texas. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. J5700-00-004-0007-05. The subject property land assessment was indicated to be $76,000. The indicated unit assess rate for the subject property was indicated to receive full exemptions.

Environmental Assessment / Adverse Easements / Encroachments / Topography

This appraiser has made an off-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by R. Gutierrez Engineering as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

Utility Services Available

The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

Identification of Personal Property

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

Current Listing Status

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

Estimated Marketing Time Period

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the Edinburg and Pharr markets. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

Exposure Time

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

Statement of Highest & Best Use

The subjects highest and best use as if vacant and as improved is indicated for future use as an irrigation canal. This type of use is concurrent with the recent trends located along North "I" Road within the City of Edinburg and nearby municipalities. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for irrigation purposes based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking. In order to determine the highest and best use, research was performed within the City of Edinburg, City of Pharr and Hidalgo County to determine the legal permissibility of land use along North "I" Road. Along North "I" Road, development is mixed with proposed retail, and single family residential existing.

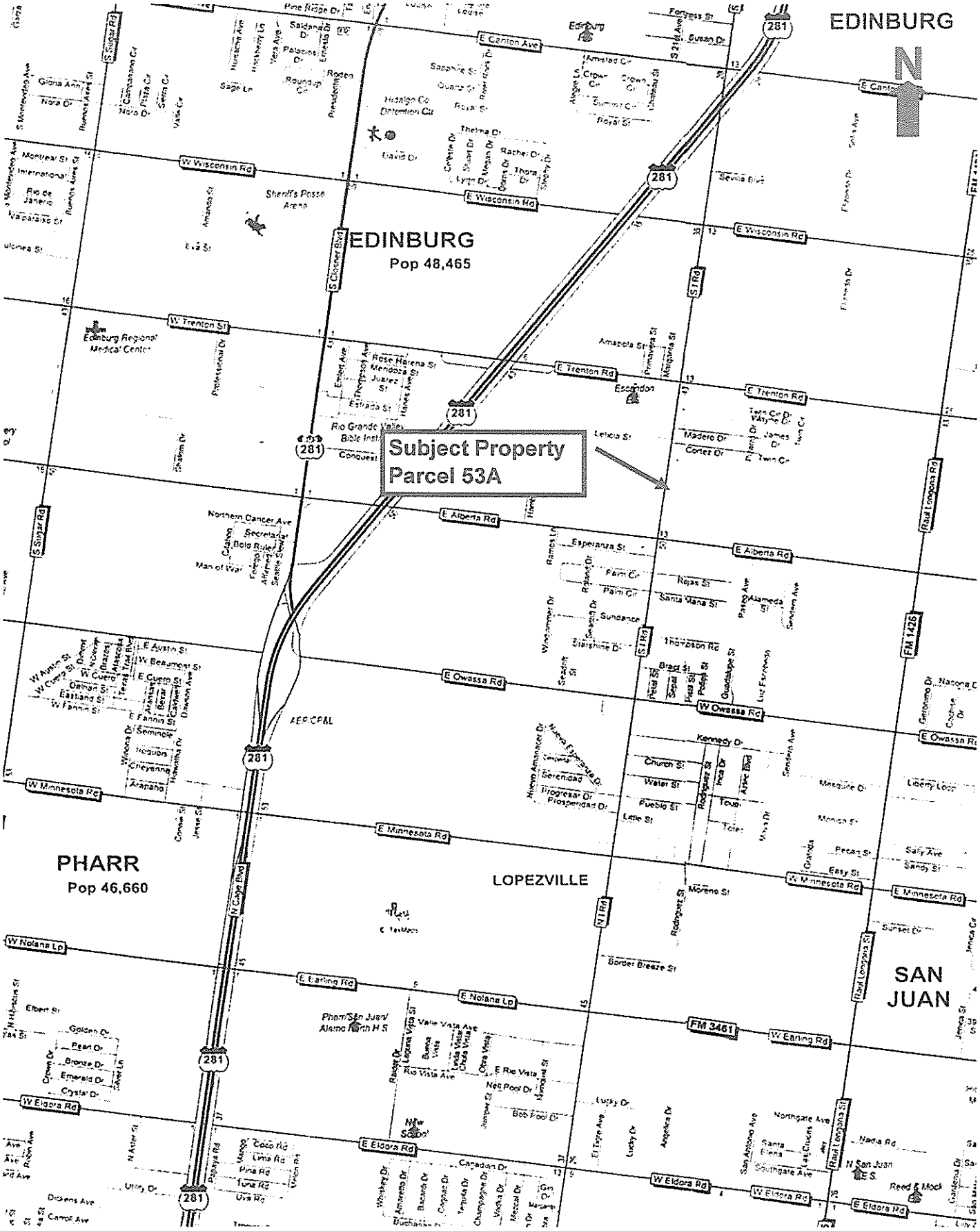
Since the subject lies within the jurisdiction of Edinburg, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along North "I" Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use as an irrigation canal "as if vacant" and "as improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of the City of Edinburg. The subject property contains adequate land area and frontage along north "I" Road to allow the future commercial development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a highest and best use as an irrigation canal. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the continued growth along North "I" Road, which includes single family residential, commercial, and light to heavy industrial uses. Based on the continued growth along North "I" Road, it is estimated that the subject can be financially feasible to contain a use as a irrigation canal "as if vacant" and "as improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the taking which will not be affected nor damaged as a result of the part to be acquired.

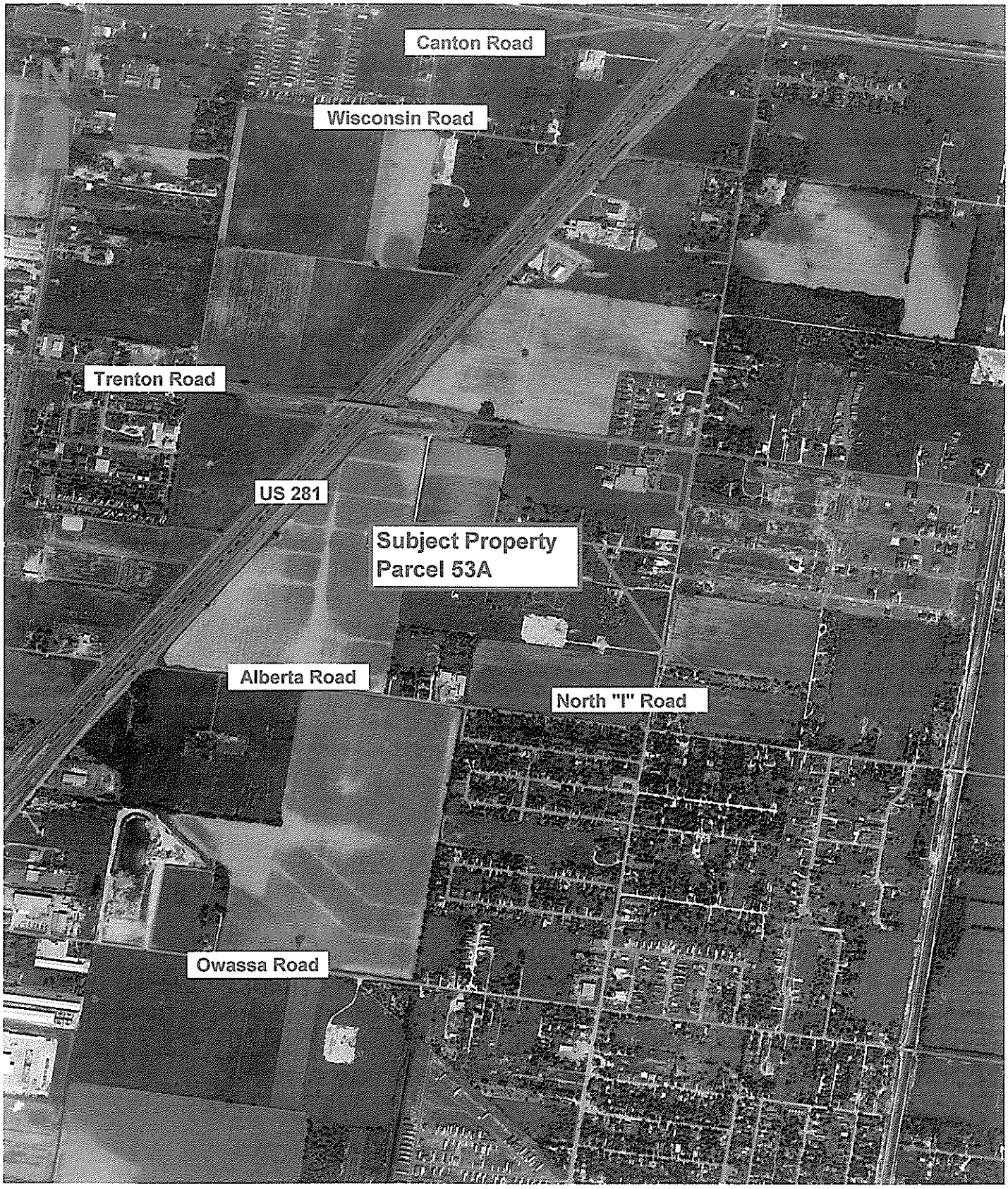
After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as if vacant" and "as improved" shall be for use as an irrigation canal. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

LOCATION MAP OF SUBJECT PROPERTY



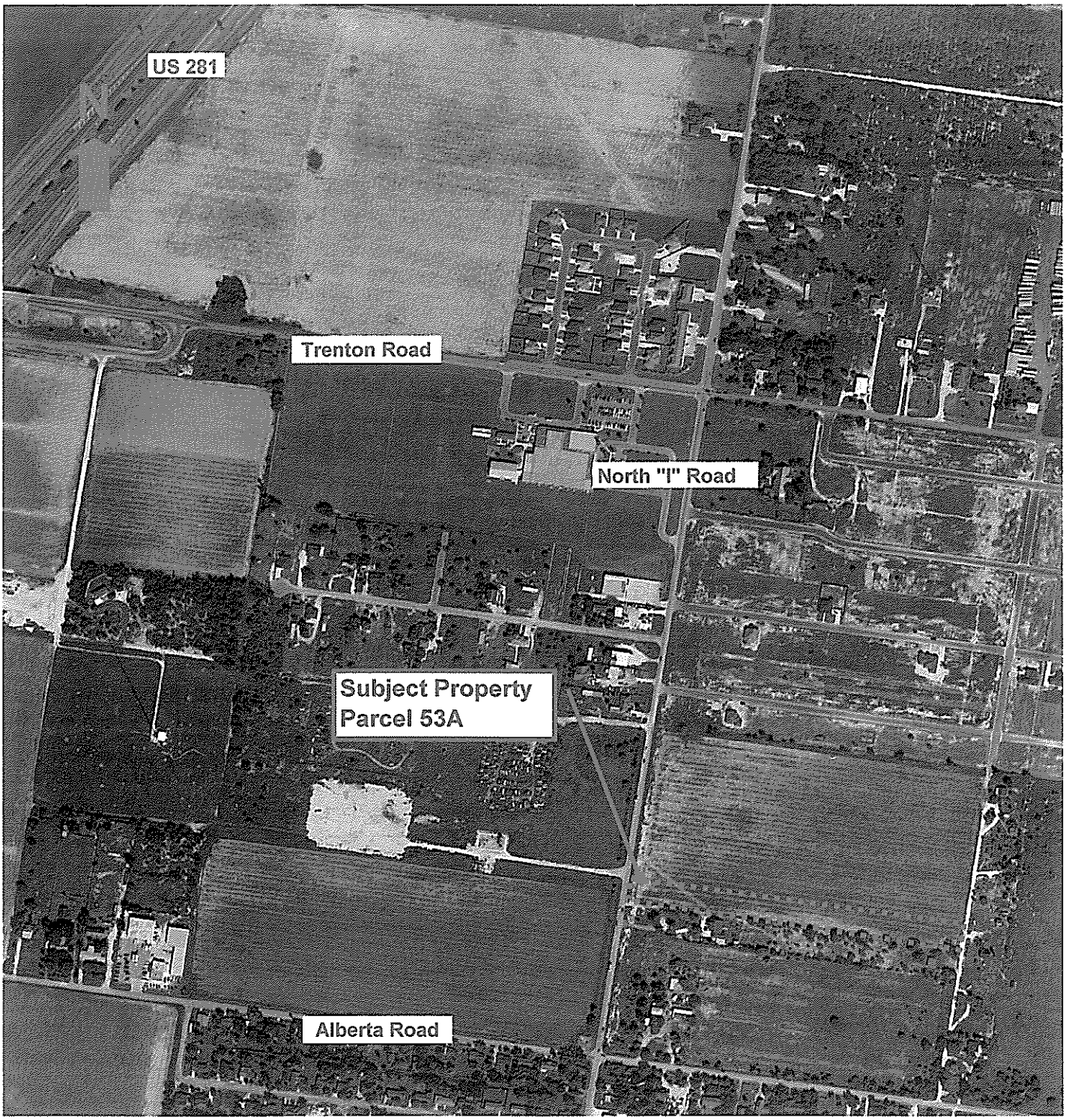
Copyright 1996-2006 TexMaps

AERIAL PHOTOGRAPH OF SUBJECT AREA



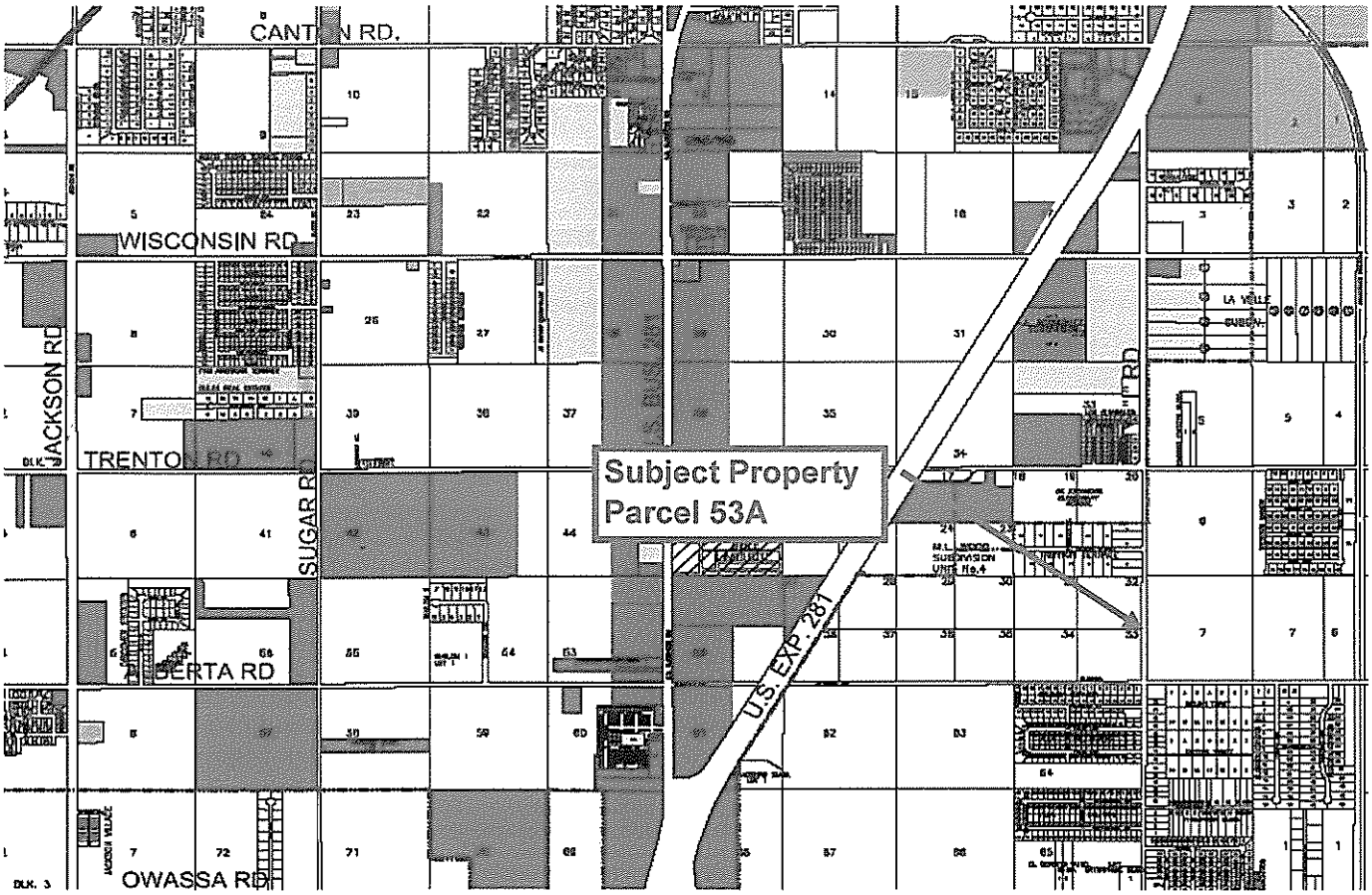
AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG NORTH "I" ROAD. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY R. GUTIERREZ ENGINEERING AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.

CITY OF EDINBURG ZONING MAP



LEGEND:

- R-A1 SINGLE FAMILY RESIDENCE DISTRICT
- R-A2 SINGLE FAMILY RESIDENCE DISTRICT
- R-B1 TWO-FAMILY RESIDENCE DISTRICT
- R-B2 MULTI-FAMILY RESIDENCE DISTRICT
- R-MH RESIDENTIAL MANUFACTURED HOME DISTRICT
- C-O OFFICE BUSINESS
- C-1 LOCAL BUSINESS DISTRICT
- C-2 GENERAL BUSINESS DISTRICT
- M-1 RESTRICTED INDUSTRIAL
- M-2 INDUSTRIAL DISTRICT (GENERAL)
- COMMUNITY UNIT PLAN

PREPARED BY:

CITY OF EDINBURG
PLANNING AND ZONING DEPT.

REVISION DATE: 14 JULY 2002
CITY COUNCIL DATE: MARCH 2003
REVISED BY: EDDIE SANCHEZ

PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 53A

Local Address: East side of "I" Road, located just north of Alberta Road, Edinburg, Texas 78541

Date Taken: June 30, 2006

Taken By: Leonel Garza III

1. Point from which taken: Photo 1: "I" Road R.O.W.
Photo 2: "I" Road R.O.W.

Looking: Photo 1: Eastern View
Photo 2: Northern View



Photo 1
Eastern view of subject property taken from "I" Road.



Photo 2
Northern view of part to be acquired; taken from existing North "I" Road right-of-way.

2. Point from which taken: Photo 3: "I" Road R.O.W.
Photo 4: "I" Road R.O.W.

Looking: Photo 3: Southern View
Photo 4: Northern View

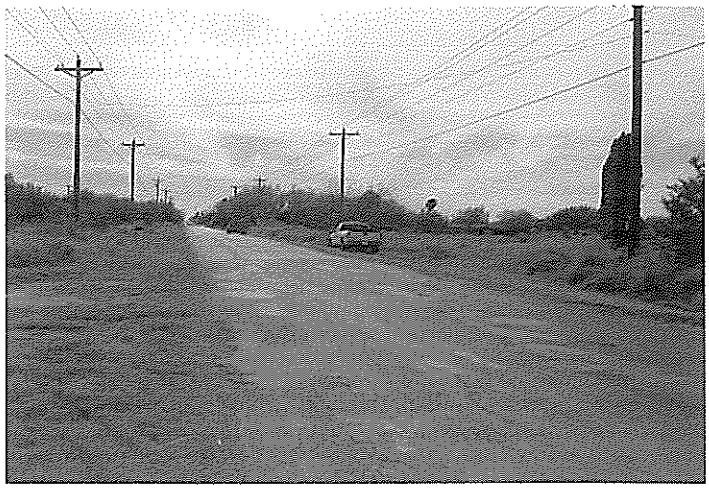


Photo 3
Southern view of "I" Road.



Photo 4
Northern view of "I" Road.

DESCRIPTION OF PROPERTY:

The subject property, as a whole, is a 6.399 acres tract of land currently being utilized as a drainage canal located along eastern side of North "I" Road in Hidalgo County, Texas. The subject is located within the city of Edinburg, Texas. According to the survey provided by R. Gutierrez Engineering, dated February 3, 2006, the part to be acquired is approximately 0.117 acres (5,097 square feet) gross of which a portion of 0.053 acre lies within existing road right-of-way, an overlapping utility easement and a HCWID #2 Main Canal right-of-way, leaving a net area to be acquired of 0.064 acres (2,788 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as if vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department.

AREA OR NEIGHBORHOOD ANALYSIS:

The subject neighborhood along North "I" Road is a mixture of single family residential, small commercial and industrial developments. Several properties along North "I" Road are in a state of development as new subdivisions are being created as indicated by the City of Edinburg Planning Department and the City of Pharr Planning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along North "I" Road and has found that the market is in a state of positive development of which is concentrated at the intersection of US Highway 281, Trenton Road, Owassa Road, Minnesota Road and Nolana Loop.

SITE ANALYSIS:

Five Year Sales History: The subject property is indicated to be under the ownership of State of Texas as indicated by survey and field notes provided by R. Gutierrez Engineering. Further investigation of the subjects history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be State of Texas. The subject property was transferred from Maria Altagracia Flores (Grantor) to State of Texas (Grantee) on September 14, 2004. Therefore, the subject has been in the name of State of Texas for over two (2) years.

Legal Description: (Whole Property) A 6.399 (Gross) 6.346 (Net) - acre tract of land, more or less, out of Lot 7, Block 4, John Closner Subdivision, Hidalgo County, Texas.

Legal Description: (Whole Property) A 0.117 acre tract of land, more or less, of which 0.053 acres lies in existing road right of way leaving a net taking of 0.064 acres, out of a 6.399 (Gross) 6.346 (Net) - acre tract of land, more or less, out of Lot 7, Block 4, John Closner Subdivision, Hidalgo County, Texas.

Improvements: During the off-site inspection of the subject property, no building improvements were indicated within nor affected by the part to be acquired. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property as per scope of the assignment.

Highest and Best Use: Irrigartion Canal

(Form ROW-A-^ Rev. 7/2004 Page 3 of 5 Continued on Next Page

(Continuation from previous page)

VALUATION OF PART TO BE ACQUIRED

LAND VALUATION
Representative Comparable Sales

	Subject	Comp. No. 1	Comp. No. 2	Comp. No. 3
Grantor	Maria Altagracia Flores Guerra	Tropic Valley Corporation	Jose L. Gonzalez, Jr. and wife, Denise J. Gonzalez	Harold Munal and wife Donna Munal
Grantee	State of Texas	Francisco Javier Chavez, et al	J. Lozano Construction, Co.	Laredo DG, LTD
Date of Sale	September 17, 2004	April 8, 2004	January 10, 2006	December 17, 2004
Unit Price	/ Sf	4.14 / Sf	2.78 / Sf	3.49 / Sf
Relative Location	Average	Superior -30%	Superior -30%	Superior -30%
Lot Location	Interior Tract	Interior Tract 0%	Interior Tract 0%	Interior Tract 0%
Financing	Conventional	Similar 0%	Similar 0%	Similar 0%
Conditions of Sale	Cash To Seller	Similar 0%	Similar 0%	Similar 0%
Market Conditions	Average	Similar 0%	Similar 0%	Similar 0%
Physical Characteristics	Typical of Market	Similar 0%	Similar 0%	Similar 0%
Available Utilities	Water / Electricity / Phone	Similar 0%	Similar 0%	Similar 0%
Street Access / Frontage	North "I" Road	I Road South of Nolana Loop 0%	Raul Longoria North of Trenton Road 0%	Raul Longoria South of Trenton Road 0%
Size of Tract	278,740 Sf	13,300 Sf -20%	27,007 Sf -20%	40,075 Sf -20%
Net Adjustments		Δ -50%	Δ Δ -50%	Δ Δ -50%
Indicated Unit Value		$ 2.07 / Sf	$ 1.39 / Sf	$ 1.75 / Sf

Estimated Unit Value of Fee Simple Area $ **1.50 / Sf**

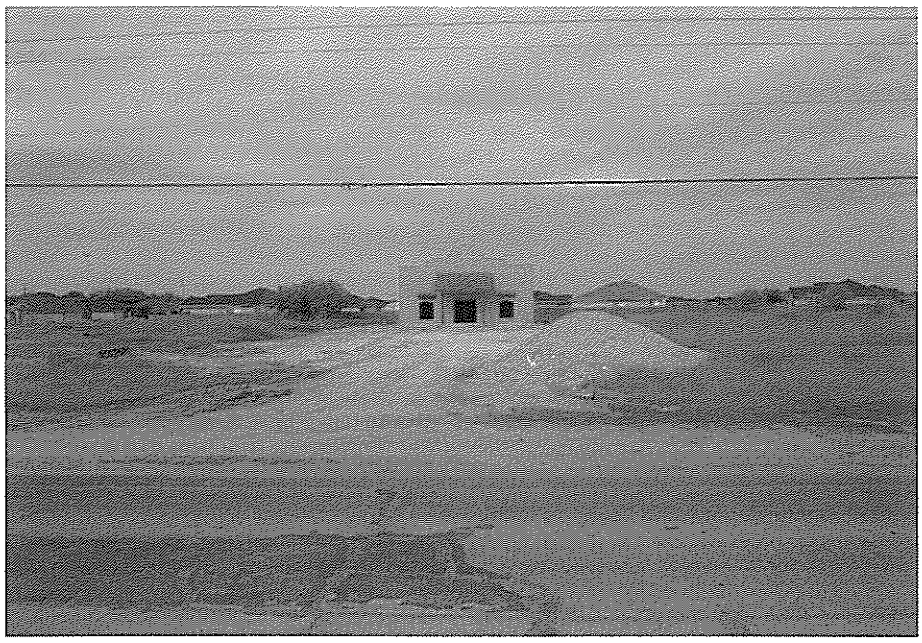
Estimated Value by Sales Comparison Approach (278,740 sq ft x $1.50/sf) $ **4,182**
(Includes Part To Be Acquired Only)

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 53A Highway: North "I" Road County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Tropic Valley Corporation Grantee/Lessee: Francisco Javier Chavez, et al

Date: April 8, 2004 Recording Information: Warranty Deed w/VL #1328466 Key Map: N / A

Address: Located on the west side of "I" Road, just south of Nolana Loop in the City of Pharr, Texas. Zip Code: 78589

Legal Description: Lot Six (6), Raider Plaza Subdivision, an addition to the City of Pharr, Hidalgo County, Texas.

Confirmed Price : $ 55,000 Verified with: As Per Grantee (Francisco Javier Chavez)

Terms and Conditions of Sale: Conventional - Cash To Seller

Rental Data: N/A

Land Size: 0.31 Acres or 13,300 Sf : $ 180,328 / Ac or $ 4.14 / Sf

Type Street: Asphalt Paved Utilities: Water/Electricity/Phone/Cable

Improvement(s) Description: N/A

Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Commercial Development

Date of Inspection: January 9, 2007 Zoning: District Flood Plain: Zone B

Attach Additional Information: The property was purchased for the future commercial development of the site. The property dimensions are 66.50' x 200.0' with 65.0' lineal feet of frontage along the west side of "I" Road. The property has access to all City of Pharr utilities which includes water and sewer.

Appraiser: Leonel Garza III (Typed, not signed) January 9, 2007 Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 53A Highway: North "I" Road County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Jose L. Gonzalez, Jr. and wife, Denise J. Gonzalez Grantee/Lessee: J. Lozano Construction, Co.

Date: January 10, 2006 Recording Information: Document No. 1580072 Key Map: N / A

Address: Located on the east side of Raul Longoria, just north of Trenton Road, San Juan, Hidalgo County, Texas. Zip Code: 78539

Legal Description: A 0.69 acre tract, more or less, out of Lot Ten (10), Block One (1), John Closner Subdivision, an addition to the City of Edinburg, Hidalgo County, Texas, according to a map or plat recorded in Volume O, Page 4, Map Records in the Office of the County Clerk of Hidalgo County, Texas.

Confirmed Price: $ 75,000 Verified with: Deed Records & MLS No.04374

Terms and Conditions of Sale: Conventional - Cash To Seller

Rental Data: N/A

Land Size: 0.62 Acres or 27,007 Sf Unit Price as Vacant : $ 120,968 /Acre or $ 2.78 / Sf

Type Street: Asphalt Paved Utilities: Water/Electricity/Phone

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Commercial Development

Date of Inspection: January 9, 2007 Zoning: Not Applicable Flood Plain: Zone B

Attach Additional Information:

The property was purchased for the future commercial development of the site. The property dimensions are 146.0' x 210.0' with 146.0' lineal feet of frontage along the east side of Raul Longoria Road. The property has access to all City of Edinburg utilities which includes water and sewer.

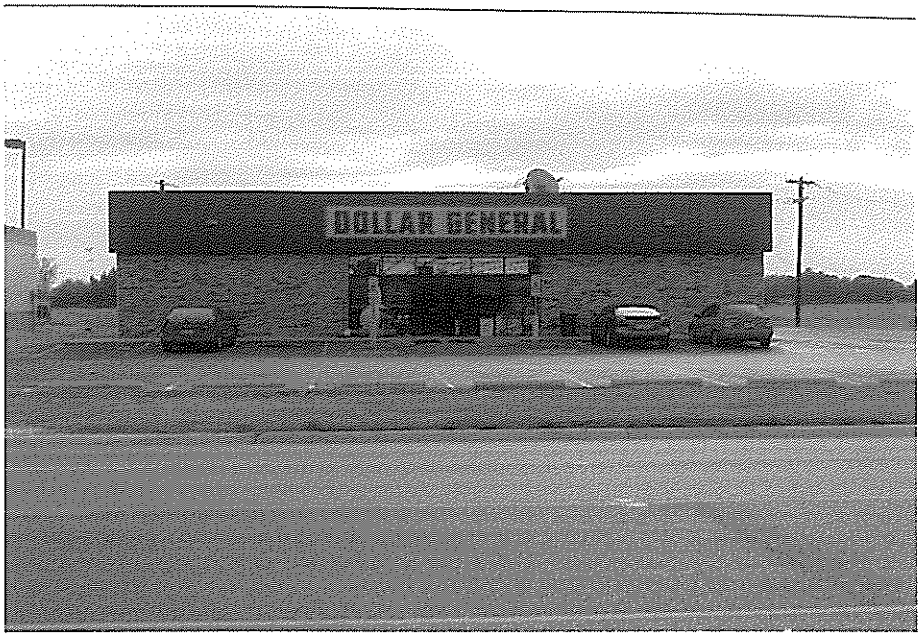
Appraiser: Leonel Garza III January 9, 2007
(Typed, not signed) Date

Form ROW-A-5S
Rev. 4/2003
GSD-EPC

COMPARABLE DATA SUPPLEMENT

ROW Account: N/A Parcel No.: 53A Highway: North "I" Road County: Hidalgo County

Land Sale ☑ Improved Sale ☐ Rental Data ☐



Grantor/ Lessor: Harold Munal and wife Donna Munal Grantee/Lessee: Laredo DG, LTD

Date: December 17, 2004 Recording Information: Doc. #1427051 Key Map: N/A

Address: Raul Longoria (E/S), Approx. 0.10 mile south of Trenton Road, Hidalgo County, Texas. Zip Code: 78541

Legal Description: The South 160 feet of the West 290 feet of the North 510 feet of Lot 11, Block 1, John Closner Subdivision of Porciones 71 and 72, Hidalgo County, Texas.

Confirmed Price: $ 139,827 Verified with: Pete Diaz of B-Kan Realty

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 0.92 Acres or 40,075 Sf Unit Price as Vacant : $ 130,680 / Acre or $ 3.49 / Sf

Type Street: Asphalt Paved Utilities: All Municipal Utilities Available

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved $: N/A

Condition and Functional Design: N/A

Current Use: Dollar General Highest and Best Use: Commercial Retail Development

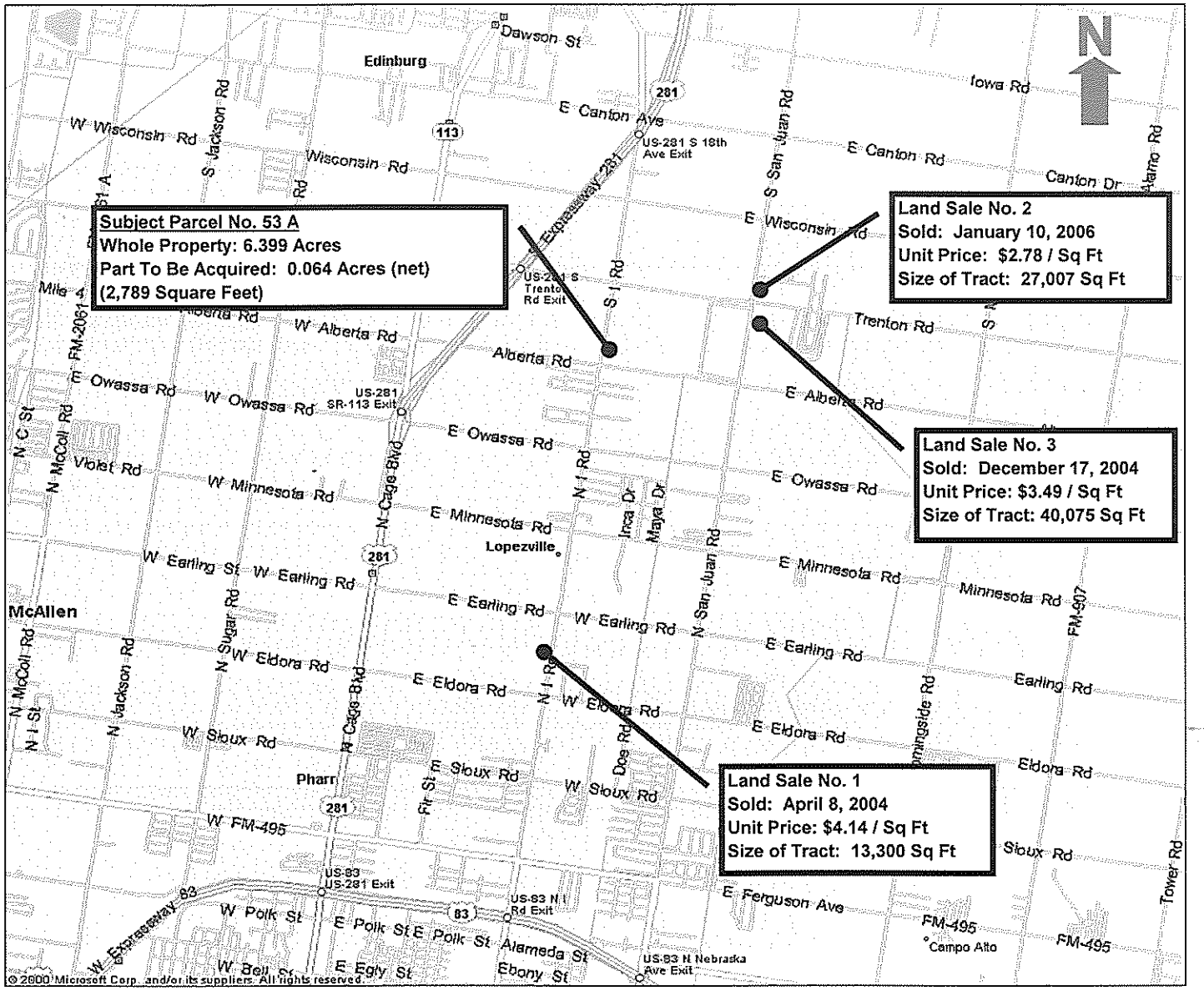
Date of Inspection: January 9, 2007 Zoning: No Zoning Restrictions Indicated Flood Plain: Zone B

Attach Additional Information:

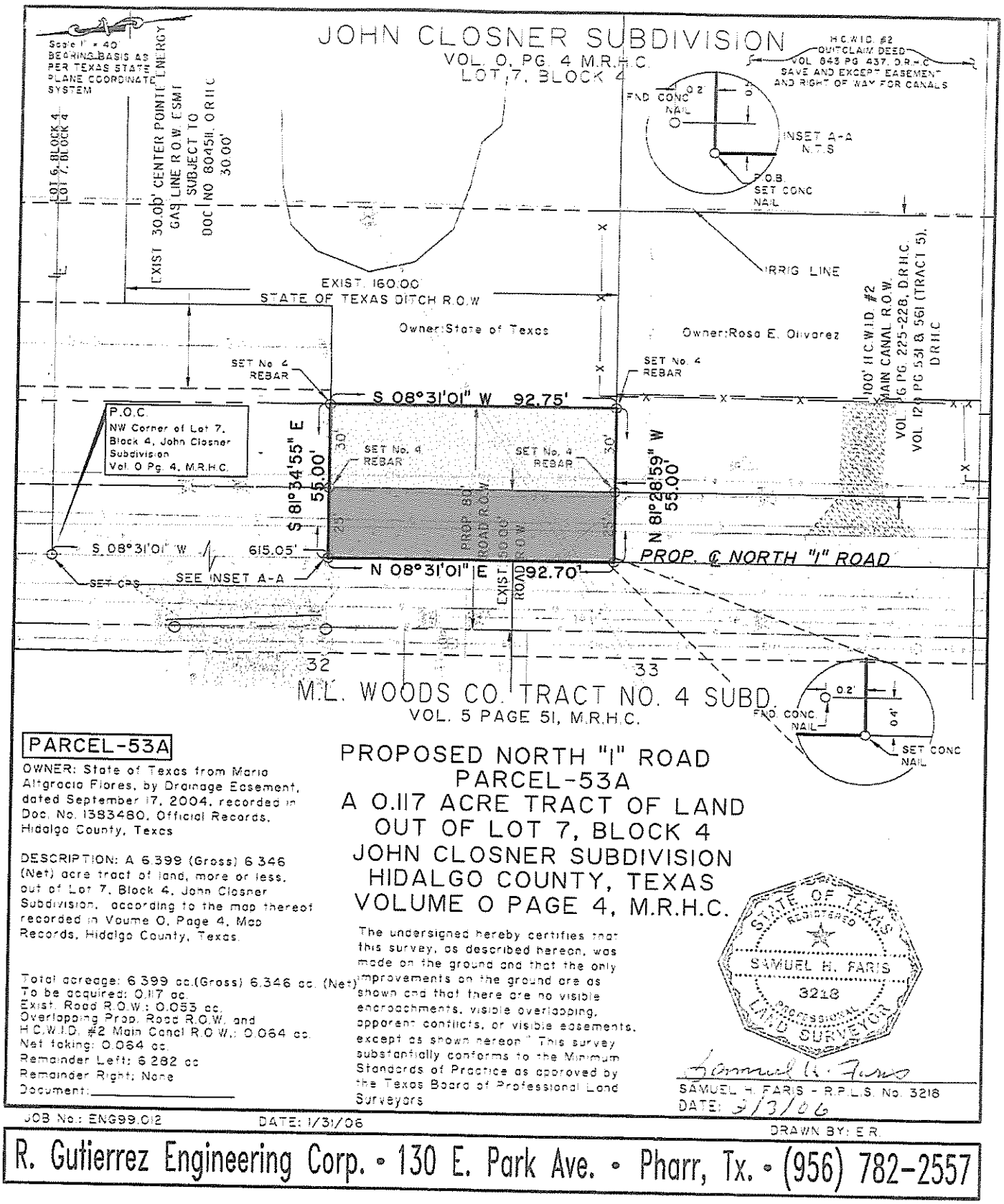
The subject was a vacant tract of land which was sold originally as a portion of a larger tract of land which has since been divided into several partitions. The southeast corner of the original tract was purchased for the development of an El Tigre Food Store. The subject is adjoining this tract to the south and was purchased for the development of a Dollar General Store. 1.07 Acres (Gross); 0.97 Acres (Net).

Appraiser: Leonel Garza III January 9, 2007
(Typed, not signed) Date

COMPARABLE SALES MAP



SURVEY OF SUBJECT PROPERTY (Page 1 of 1)



PARCEL-53A

OWNER: State of Texas from Maria Altgracia Flores, by Drainage Easement, dated September 17, 2004, recorded in Doc. No. 1383480, Official Records, Hidalgo County, Texas

DESCRIPTION: A 6.399 (Gross) 6.346 (Net) acre tract of land, more or less, out of Lot 7, Block 4, John Closner Subdivision, according to the map thereof recorded in Voume O, Page 4, Map Records, Hidalgo County, Texas.

Total acreage: 6.399 ac.(Gross) 6.346 ac. (Net)
To be acquired: 0.117 ac.
Exist. Road R.O.W.: 0.053 ac.
Overlapping Prop. Road R.O.W. and H.C.W.I.D. #2 Main Canal R.O.W.: 0.064 ac.
Net taking: 0.064 ac.
Remainder Left: 6.282 ac
Remainder Right: None
Document: _____

PROPOSED NORTH "I" ROAD
PARCEL-53A
A 0.117 ACRE TRACT OF LAND
OUT OF LOT 7, BLOCK 4
JOHN CLOSNER SUBDIVISION
HIDALGO COUNTY, TEXAS
VOLUME O PAGE 4, M.R.H.C.

The undersigned hereby certifies that this survey, as described hereon, was made on the ground and that the only improvements on the ground are as shown and that there are no visible encroachments, visible overlapping, apparent conflicts, or visible easements, except as shown hereon. This survey substantially conforms to the Minimum Standards of Practice as approved by the Texas Board of Professional Land Surveyors

STATE OF TEXAS REGISTERED SAMUEL H. FARIS 3218 PROFESSIONAL LAND SURVEYOR

SAMUEL H. FARIS - R.P.L.S. No. 3218
DATE: 2/3/06

JOB No.: ENG99.012 DATE: 1/31/06 DRAWN BY: E.R.

R. Gutierrez Engineering Corp. • 130 E. Park Ave. • Pharr, Tx. • (956) 782-2557

Yellow Highlight = Proposed Right-of-Way ; Green Highlight = Existing Right-of-Way

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 1)

COUNTY: HIDALGO

Eng99.012
January 31, 2006
Page 1

HIGHWAY: North "I" ROAD Part 2

PROJECT LIMITS: Owassa Road North to Expressway 281

FIELD NOTES FOR PARCEL – 53A

Being a 0.117-acre tract of land, more or less, out of a 6.399 (Gross) 6.346 (Net) –acre tract of land, more or less, out of Lot 7, Block 4, John Closner Subdivision, Hidalgo County, Texas, as recorded in Volume 0, Page 4, Map Records, Hidalgo County, Texas. Said 6.399 (Gross) 6.346 (Net)-acre tract of land is vested to the States of Texas from Maria Altagracia Flores, by virtue of a Drainage Easement dated September 17, 2004, recorded in Document No. 1383480, Official Records, Hidalgo County, Texas. Said 0117-acre tract of land is more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle set for the Northwest corner of said Lot 7, Block 4, **THENCE**, South 08 degrees 31 minutes 01 seconds West, with and along the West line of said Lot 7, Block 4, and the centerline of "I" Road, for a distance of 615.05 feet to a concrete nail set for the Northwest corner and the **POINT OF BEGINNING** of said tract herein described;

1. **THENCE**, South 81 degrees 34 minutes 55 seconds East, with and along the North Right of Way line of said State of Texas Drainage Easement as recorded in Document No. 1383480, O.R.H.C., for a distance of 25.00 feet past a No. 4 rebar set for a point on the Existing East Right of Way line of "I" Road, continuing on the same bearing, for a total distance of 55.00 feet to a No. 4 rebar set for the Northeast corner of said tract herein described;

2. **THENCE**, South 08 degrees 31 minutes 01 seconds West, parallel to the West line of said Lot 7, Block 4, for a distance of 92.75 feet to a No. 4 rebar set on the South Right of Way line of said State of Texas Drainage Easement, and for the Southeast corner of said tract herein described;

3. **THENCE**, North 81 degrees 28 minutes 59 seconds West, with and the South line of said State of Texas Drainage Easement, for a distance of 30.00 feet past a No. 4 rebar set for a point on the Existing East Right of Way line of "I" Road, continuing on the same bearing, for a total distance of 55.00 feet to a concrete nail set on the West line of said Lot 7, Block 4, for the Southwest corner of said tract herein described;

4. **THENCE**, North 08 degrees 31 minutes 01 seconds East, with and along the West line of said Lot 7, Block 4, for a distance of 92.70 feet to the **POINT OF BEGINNING** and containing 0.117-acres of land, more or less, of which 0.053-acres lies in the Existing Road Right of Way, 0.064-acres lies in the Overlapping Proposed Road Right of Way and Hidalgo County Water Improvement District No. 2 Main Canal Right of Way, and leaving a **Proposed Net Taking** of 0.064-acres of land, more or less.

STATE OF TEXAS REGISTERED SAMUEL H. FARIS 3218 PROFESSIONAL LAND SURVEYOR

Samuel H. Faris

SAMUEL H. FARIS – R.P.L.S. No. 3218
DATE: 2/3/06

Explanation of Adjustments with Reconciliation:
During the analysis of the part to be acquired, the value for the subject property as a whole was determined. This determination of market value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along I Road and other similar nearby thoroughfares. Each of the sales utilized are located within 2.0 miles from the subject property with similar highest and best uses as commercial retail. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located on the west side of "I" Road, just south of Nolana Loop in the City of Pharr. The property was purchased for commercial development. Due to the superior location of the sale as compared to the subject property a downward adjustment of -30% was indicated for the sale. An additional -20% for the difference in size was indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $2.07 per square foot.

Sale No. 2 is located at the east side of Raul Longoria, just north of Trenton Road of the subject property. The property is an interior lot purchased for future commercial development. Due to the superior location of the sale as compared to the subject property a downward adjustment of -30% was indicated for the sale. An additional -20% was indicated for the difference in size. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $1.39 per square foot.

Sale No. 3 is located on the east side of Raul Longoria Road south of Trenton Road. The property was purchased and then subdivided for the development of a retail store known as Dollar General. Due to the superior location of the sale as compared to the subject property a downward adjustment of -30% was indicated for the sale. An additional -20% was indicated for the difference in size. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is $1.75 per square foot.

After reviewing the comparable sales selected, an unadjusted unit range of market value of $2.78 per square foot to $4.14 per square foot was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of $1.39 per square foot to $2.07 per square foot was determined. Based on the existing developments within the immediate market area and the current trends found along I Road and the overall size of the subject property as a whole, a unit value near the mid-range was selected, $1.50per square foot.

ESTIMATED VALUE OF ACQUISITION

Land:	2,788 Sf	@	$	1.50	per square foot	$	4,182

Improvements:	*No Site Improvements Indicated*	$ -
		$ -
		$ -
		$ -
		$ -
	Total Improvements	$ -

TOTAL ESTIMATED VALUE	$	4,182
Cost To Cure Damages	$	-
Estimated Total Compensation	$	**4,182**

ADDENDUM

1. Certification of Appraisal
2. Assumption & Limiting Conditions
3. Qualifications of Appraisers
4. Letter of Inspection Sent To Owner of Record Via Certified Mail
5. Certified Letter Tracking Information
6. Warranty Deed

Certification of Appraisal

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

* The statements of fact contained in this report are true and correct.
* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunctions with the standards accepted by the Texas Department of Transportation.
* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection was Luis Carlos Garza, Appraiser Trainee. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser.

* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.

Leonel Garza III
General Certified Real Estate Appraiser
License No. TX - 1328375-General

Luis Carlos Garza
Appraiser Trainee
License No. TX - 1335013 - Trainee

ASSUMPTIONS AND LIMITING CONDITIONS

This report has been prepared with the following general assumption:

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is a full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses; certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

This appraisal report has been made with the following general limiting conditions:

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication with out the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

Assumptions and Interpretations Made of the Marketing Period

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

EDUCATION

* **Graduate, 1995, Texas A&M University, College Station, Texas**
  Bachelor of Science in Biomedical Science

* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

LICENSE HELD

* **State Certified General Real Estate Appraiser**
* License Number TX - 1328375-General
* December 31, 2004 Through December 31, 2006 (Active)

PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**
  Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)

* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**
  The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.

* **Chairman of the Hidalgo County Subdivision Review Board**
  The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.

* **Chairman of the Hidalgo County Building Line of Adjustments Board**
  This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.

* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**
  The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.

* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**
  The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.

* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**
  The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.

* **Former Member of the Pharr Municipal Park Charter Committee**
  Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X. The project is still on-going.

WORK EXPERIENCE & CONTINUING EDUCATION

* Employee of Leonel Garza Jr. & Associates since 1990
* State Certified General Real Estate Appraiser since 1998 - Present
* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
* Commercial property manager throughout the City of McAllen & Pharr, Texas.
* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

December 11, 2004

* National Uniform Standards of Professional Practice Course 400, Sponsored By The Houston Chapter Appraisal Institute, Houston, Texas.

November 16, 2004

* Residential Cost Approach – Marshall & Swift Evaluation Cost Guide, Sponsored by the Lincoln Graduate Center, San Antonio, Texas.

September 12, 2003

* 2003 Eminent Domain Seminar, Sponsored by the International Right of Way Association (IRWA) in San Marcos, Texas.

May 16, 2002

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

December 15, 2000

* Residential Appraisal Update, Course #117. Sponsored by The Columbia Institute in San Antonio, Texas.

September 18, 2000

* "Current Issues in Ad Valorem Property Tax Valuation. Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

September 19, 2000

* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

September 20, 2000

* "Texas Property Tax Law 2000". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

October 8-14, 1998

* Course 530: Advance Sale Comparison and Cost Approach, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

September 24-29, 1998

* Course 510: Advance Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

May 4 thru May 9, 1998

* Course 320: Basic Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

September 20 thru September 21, 1996

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part B, Course 420; Held in Austin, Texas.

September 18 thru September 19, 1996

* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part A, Course 410; Held in Austin, Texas.

June 25, 1996

* "Apartment and Rental Housing Legal Seminar"; Sponsored by the Texas Apartment Association of the Rio Grande Valley, McAllen, Texas.

April 11-16, 1996

* Course 120: Appraisal Procedures, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

February 15-20, 1996

* Course 110: Appraisal Principles, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

Clients For Whom Appraisals Have Been Prepared By This Appraiser

Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

Type of Appraisals Which Have Been Prepared By This Office

Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

Areas Where Appraised Properties Have Been Performed By This Office

Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER

Leonel Garza Jr. & Associates LLC

State Certified General Real Estate Appraiser
Real Estate Property Tax Consultant

1419 Dove, Suite 1 - McAllen, Texas 78504
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236
Email Address: leonel3@aol.com

January 9, 2007

Parcel 53A
State of Texas
c/o Texas Department of Transportation
600 West Expressway 83
Pharr, Texas 78577

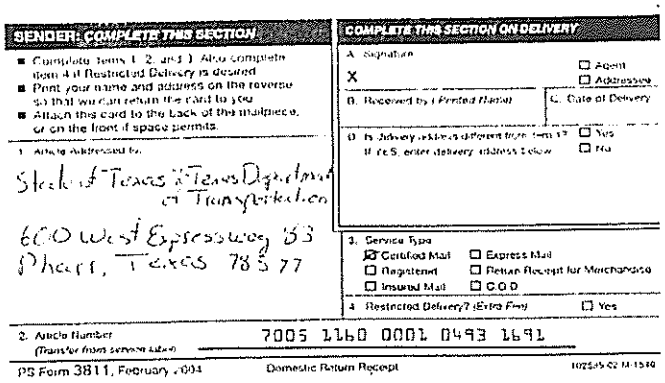
To Whom It May Concern:
Leonel Garza Jr. & Associates LLC has been contracted by Hidalgo County Right-of-Way Department to appraise various properties along North I Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of North I Road. The project limits for the expansion is from Owassa Road to just south of Canton Road. This project is Phase II of a master plan created by Commissioner Hector Palacios to enhance the roadway within your neighborhood. The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County Right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of January 9, 2007 thru January 30, 2007. If you or your representative, wish to meet with us for to discuss the purpose of the appraisal, and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295 or J Benito Rodriguez, Hidalgo County Right-of-Way Agent, at (956) 283-8134.

With this letter I request permission to perform an off-site and on-site inspection and to photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,

Leonel Garza III
State Certified General
Real Estate Appraiser
TX – 1328375-General

Cc: Hidalgo County Right-of-Way Department
J. Benito Rodriguez – Right-of-Way Agent
509 East Earling San Juan, Texas 78589
(956) 283-8134



SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
State of Texas % Texas Department of Transportation
600 West Expressway 83
Pharr, Texas 78577

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X
☐ Agent
☐ Addressee

B. Received by (Printed Name)
C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☒ Certified Mail ☐ Express Mail
☐ Registered ☐ Return Receipt for Merchandise
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7005 1160 0001 0493 1691

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

CHARGE TO GP # 722795.mlc
EDWARDS ABSTRACT & TITLE CO.

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.

1 of 2

1383480

ROW-N-31
Rev. 8/2003
Replaces Form D-15-31
GSD-EPC
Page 1 of 2

DRAINAGE EASEMENT FOR HIGHWAY PURPOSES

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO § KNOW ALL MEN BY THESE PRESENTS:

That, Maria Altagracia Flores aka Maria Altagracia Flores Guerra 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 One Hundred Twenty Five Thousand Dollars ($125,000.00) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, 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 State of Texas 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 channel or drainage 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 State deems necessary.

And for the same consideration described above and upon the same conditions, the Grantors have this day granted and conveyed and by these presents do grant and convey unto the State of Texas any and all improvements presently existing upon the property described in said Exhibit "A"; SAVE and EXCEPT, N/A.

HOWEVER, it is expressly understood and agreed that Grantors are retaining title to the following improvements located on the aforesaid property, to wit: N/A.

Grantors covenant and agree to remove the above-described improvements from said land by the N/A day of N/A, N/A, subject, however, to such extensions of time as may be granted by the State in writing; and if, for any reason, Grantors fail or refuse to remove same within said period of time prescribed, then, without any further consideration, the title to all or any part of such improvements not so removed shall pass to and vest in the State of Texas forever.

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 channel or drainage easement may be removed from said premises by the State.

ROW-N-31
Rev. 8/2003
Page 2 of 2

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 State of Texas forever; and Grantor hereby binds itself, its heirs, successors or assigns, to Warrant and Forever Defend, all and singular, the said easement herein conveyed unto the State of Texas, 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 17th day of September 2004.

Maria Altagracia Flores aka
Maria Altagracia Flores Guerra

Acknowledgement

State of Texas
County of Hidalgo

This instrument was acknowledged before me on September 17, 2004 by Maria Altagracia Flores aka Maria Altagracia Flores Guerra.

JAIME CRUZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 09-23-2005

Notary Public's Signature

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____
by _____, _____
of _____, a _____
corporation, on behalf of said corporation.

Notary Public's Signature

After recording please return this instrument to:

Luana M. Gonzalez
Pharr District Right of Way Administrator
Texas Department of Transportation
P.O. Drawer EE
Pharr, Texas 78577

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, §
COUNTY OF _____§

COUNTY: HIDALGO

HIGHWAY: US 281

RSCJ: 0255-08-093

CCSJ: 0255-08-091

JANUARY 16, 2004
Revised: April 9, 2004
Revised: July 19, 2004
PAGE: 1 of 3
PARCEL 9E

Exhibit "A"
Property Description for
PARCEL 9E

A 6.346-acre tract of land more or less out of the North 20.00 acres of Lot 7, Block 4, John Closner, et al Subdivision, Hidalgo County, Texas, according to the map thereof recorded in Volume 0, Pages 4-5, Map Records of Hidalgo County, Texas. Said 20.00 acre tract of land is vested to Maria Altagracia Flores from Angel H. Flores and wife Anastacia Flores, by virtue of a Gift Deed dated February 19, 1996, recorded in Document No. 508474, Official Records of Hidalgo County, Texas. Said 6.346-acre tract of land being more particularly described by metes and bounds as follows;

Commencing at a Cotton Picker Spindle found for the Northwest corner of said Lot 7, **THENCE**, South 08 degrees 32 minutes 29 seconds West (South 08 degrees 49 minutes 00 seconds West), with and along the West line of said Lot 7 for a distance of 615.05 feet to a 60D nail set for a point on the existing West line of said Lot 7. **THENCE,** South 81 degrees 33 minutes 27 seconds East (South 81 degrees 16 minutes 56 seconds East) a distance of 25.00 feet to a No. 4 rebar set for the Northwest corner and the **POINT OF BEGINNING** of said tract herein described;

1. **THENCE**, South 81 degrees 33 minutes 27 seconds East (South 81 degrees 16 minutes 56 seconds East), a distance of 50.00 feet past the centerline of a 30.0' Reliant Energy Field Services, Inc. Pipeline Easement as by Document No. 804511, for a total distance of 65.00 to a No. 4 rebar set for the external corner of said Easement, and for an interior corner of said tract herein described;

2. **THENCE**, North 08 degrees 32 minutes 29 seconds East (North 08 degrees 49 minutes 00 seconds East), parallel to the West Lot line of Lot 7 and along the East Easement Line of the 30.0' Reliant Energy Field Services, Inc. Pipeline Easement for a distance of 67.19 feet to a No. 4 rebar set for an exterior corner of said tract herein described;

3. **THENCE**, South 81 degrees 27 minutes 31 seconds East (South 81 degrees 11 minutes 00 seconds East), parallel to the North line of Lot 7 for a distance of 982.16 feet to a No. 4 rebar set for an interior corner of said tract herein described;

4. **THENCE**, North 08 degrees 32 minutes 29 seconds East (North 08 degrees 49 minutes 00 seconds East), a distance of 527.71 feet past an existing 20' irrigation pipeline easement as recorded in Volume 2348, Page 701, Official Records of Hidalgo County, Texas, for a total distance of 547.71 feet to a found TXDOT Aluminum Disk with a 5/8"iron rod for an exterior corner of said tract; said point being the North line of Lot 7 and of said tract herein described;

JANUARY 16, 2004
Revised: April 9, 2004
Revised: July 19, 2004
PAGE: 2 of 3
PARCEL 9E

5. **THENCE**, South 81 degrees 27 minutes 31 seconds East (South 81 degrees 11 minutes 00 seconds East), along the North line of Lot 7 and of the existing 20' irrigation pipeline easement, for a distance of 160.00 feet to a No. 4 rebar found for the Northeast corner of said tract, said point also being the corner of the existing 20' irrigation pipeline easement, of said tract herein described;

6 **THENCE**, South 08 degrees 32 minutes 29 seconds West (South 08 degrees 49 minutes 00 seconds West), along the East line of Lot 7 for a distance of 707.71 feet to a No. 4 rebar set for the Southeast corner of said tract herein described;

7. **THENCE**, North 81 degrees 27 minutes 31 seconds West (North 81 degrees 11 minutes 00 seconds West), parallel to the North line of Lot 7, a distance of 1207.16 to a No. 4 rebar set on the Existing East Right of Way line of "I" Road for the Southwest corner of said tract herein described;

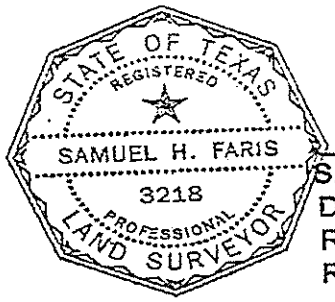
8. **THENCE**, North 08 degrees 32 minutes 29 seconds East (North 08 degrees 49 minutes 00 seconds East), along the West line of Lot 7 for a distance of 92.70 feet to the **POINT OF BEGINNING** and containing 6.346 acres of land, more or less.

Notes:
1. All bearings and coordinates are based on the Texas State Plane Coordinate System, NAD 83, (1993 adjustment) Texas South Zone 4205. Coordinate distances are U.S. survey feet. All distances and coordinates shown are surface and may be converted to grid by multiplying by a combined scale factor of 0.9999600016.

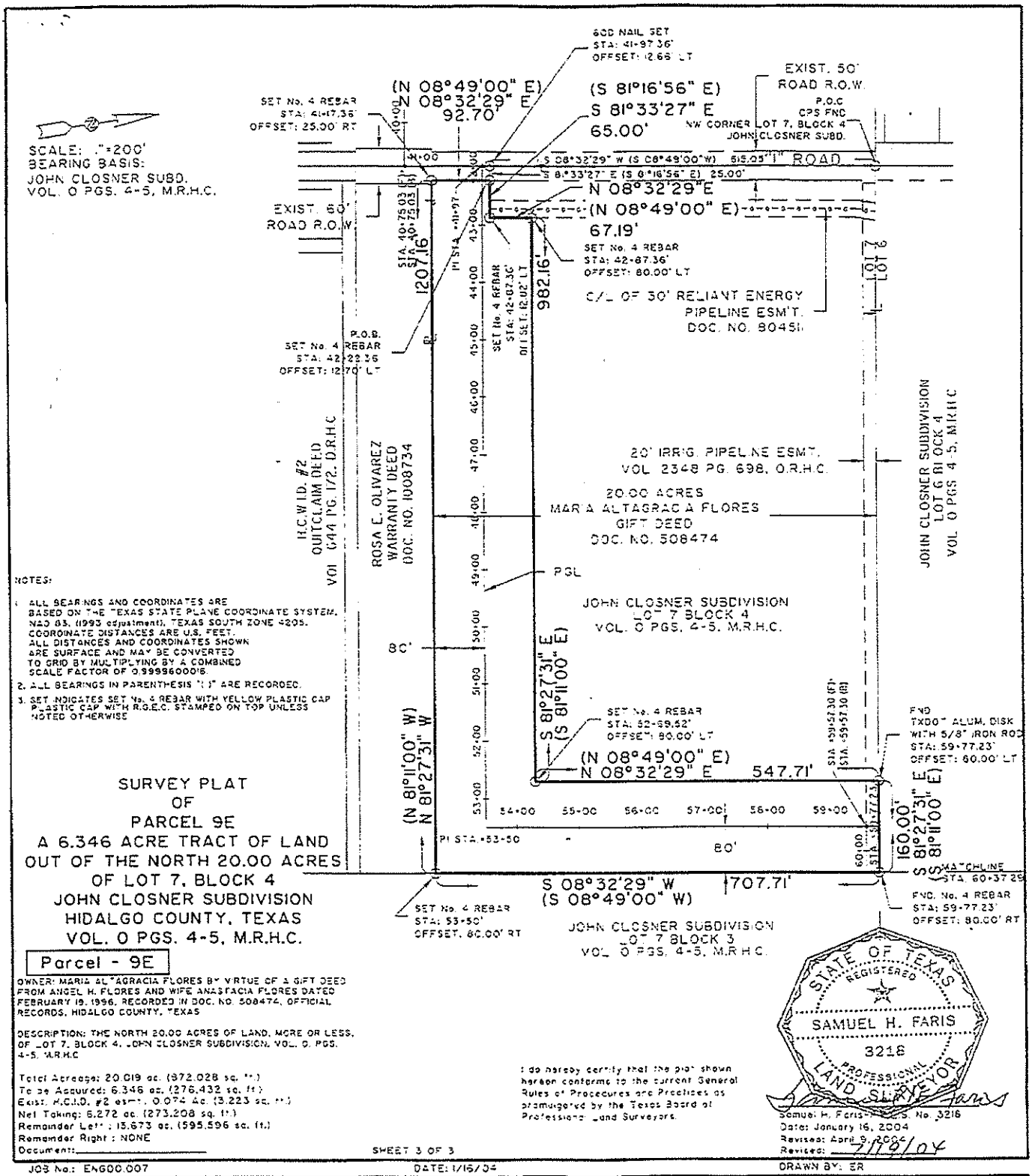
2. All bearings in parenthesis "( )" are recorded.

3. A plat of same date accompanies this metes and bounds description.

I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.



Samuel H. Faris
SAMUEL H. FARIS – R.P.L.S. No. 3218
Date: January 16, 2004
Revised: April 9, 2004
Revised: 7/19/04



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, (1993 adjustment), TEXAS SOUTH ZONE 4205. COORDINATE DISTANCES ARE U.S. FEET. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999600016.
2. ALL BEARINGS IN PARENTHESIS "( )" ARE RECORDED.
3. SET INDICATES SET ½ REBAR WITH YELLOW PLASTIC CAP PLASTIC CAP WITH R.G.E.C. STAMPED ON TOP UNLESS NOTED OTHERWISE

SURVEY PLAT
OF
PARCEL 9E
A 6.346 ACRE TRACT OF LAND
OUT OF THE NORTH 20.00 ACRES
OF LOT 7, BLOCK 4
JOHN CLOSNER SUBDIVISION
HIDALGO COUNTY, TEXAS
VOL. 0 PGS. 4-5, M.R.H.C.

Parcel - 9E

OWNER: MARIA ALTAGRACIA FLORES BY VIRTUE OF A GIFT DEED FROM ANGEL H. FLORES AND WIFE ANASTACIA FLORES DATED FEBRUARY 19, 1996, RECORDED IN DOC. NO. 508474, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS

DESCRIPTION: THE NORTH 20.00 ACRES OF LAND, MORE OR LESS, OF LOT 7, BLOCK 4, JOHN CLOSNER SUBDIVISION, VOL. 0, PGS. 4-5, M.R.H.C.

Total Acreage: 20.019 ac. (872,028 sq. ft.)
To be Acquired: 6.346 ac. (276,432 sq. ft.)
Exist. H.C.I.D. #2 esmt.: 0.074 Ac. (3,223 sq. ft.)
Net Taking: 6.272 ac. (273,208 sq. ft.)
Remainder Left: 13.673 ac. (595,596 sq. ft.)
Remainder Right: NONE
Documents:

I do hereby certify that the plat shown hereon conforms to the current General Rules of Procedures and Practices as promulgated by the Texas Board of Professional Land Surveyors.

Samuel H. Faris — Reg. No. 3218
Date: January 16, 2004
Revised: April 9, 2004
Revised: 7/19/04

SHEET 3 OF 3

JOB No.: ENG00.007 DATE: 1/16/04 DRAWN BY: ER

R. GUTIERREZ ENG. CORP. 130 E. PARK AVE. PHARR, TEXAS (956) 782-2557

Filed for Record in:
Hidalgo County
J. D. Salinas, III
County Clerk

On: Sep 28, 2006 at 08:45A

As a Recording

Document Number: 1553440
Total Fees : 20.00

Receipt Number - 517498
By:
Adriana Solis Deputy

AI-14831 **18.B.**

San Carlos Drainage Improvement Project

CC REGULAR

Date:	04/07/2009
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 Closing Documents for 55 acre tract of land out of Lots Ten (10), Eleven (11) and Fourteen (14), Section Two Hundred Sixty(260), Texas-Mexican Railway Company's Survey 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: **ACCT. #:** 9-1339-431-00-124-039-0-719

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

BUDGETARY IMPACT:

Check posted but unprinted as of 4/2/09.

Attachments

Link: Fike Settlement Statement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/01/2009 03:18 PM	APRV
2	Dale Kennan	Dale Kennan	04/02/2009 02:21 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sandra Garcia — Started On: 04/01/2009 08:39 AM

Final Approval Date: 04/03/2009

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ¨ FHA 2. ¨ FmHA 3. ¨ Conv Unins 4. ¨ VA 5. ¨ Conv Ins. 6. ¨ Seller Finance	6. File Number **042612**	7. Loan Number	8. Mortgage Ins Case Number

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
County of Hidalgo **100 E Cano, 2nd Floor** **Edinburg, TX 78539**	**Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased**	

G. Property Location	H. Settlement Agent Name	
TEX MEX, Block 260, Lot 10, 55 acres out of said lots, Hidalgo County, TX **See Addendum**	**LandtitleUSA, Inc.** **315 E. McIntyre** **Edinburg, TX 78541 Tax ID: 74-2522008** Place of Settlement **LandtitleUSA, Inc.** **315 East McIntyre** **Edinburg, TX 78541**	I. Settlement Date **3/23/2009** Fund:

J. Summary of Borrower's Transaction		**K. Summary of Seller's Transaction**	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$657,163.00**	401. Contract Sales Price	
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$410.00**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Irrigation District tax 03/23/09 to 10/31/09	**$830.10**	410. Irrigation District tax 03/23/09 to 10/31/09	
111. H owners assoan dues		411. H owners assoan dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$658,403.10**	**420. Gross Amount Due to Seller**	
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money	**$1,000.00**	501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Commitment fee		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206. Option Fee	**$100.00**	506. Option Fee	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes 01/01/09 to 03/23/09	**$161.36**	511. County property taxes 01/01/09 to 03/23/09	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Irrigation District tax		514. Irrigation District tax	
215. H owners assoan dues		515. H owners assoan dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$1,261.36**	**520. Total Reduction Amount Due Seller**	
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$658,403.10**	601. Gross Amount due to seller (line 420)	
302. Less amounts paid by/for borrower (line 220)	**$1,261.36**	602. Less reductions in amt. due seller (line 520)	
303. Cash From Borrower	**$657,141.74**	**603. Cash To Seller**	

Section 5 of the Real Estate Settlement Procedures Act (RESPA) requires the following: • HUD must develop a Special Information Booklet to help persons borrowing money to finance the purchase of residential real estate to better understand the nature and costs of real estate settlement services;
• Each lender must provide the booklet to all applicants from whom it receives or for whom it prepares a written application to borrow money to finance the purchase of residential real estate; • Lenders must prepare and distribute with the Booklet a Good Faith Estimate of the settlement costs that the borrower is likely to incur in connection with the settlement. These disclosures are mandatory.

Section 4(a) of RESPA mandates that HUD develop and prescribe this standard form to be used at the time of loan settlement to provide full disclosure of all charges imposed upon the borrower and seller. These are third party disclosures that are designed to provide the borrower with pertinent information during the settlement process in order to be a better shopper.
The Public Reporting Burden for this collection of information is estimated to average one hour per response, including the time for reviewing instructions searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.
This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.
The information requested does not lend itself to confidentiality.

L. Settlement Charges			
700. Total Sales/Broker's Commission based on price	**@ % =**	Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:			
701.	to		
702.	to		
703.			
704. The following persons, firms or	to		
705. corporations received a portion	to		
706. of the real estate commission	to		
707. amount shown above:	to		
800. Items Payable in Connection with Loan			
801. Loan Origination Fee **%**	to		
802. Loan Discount **%**	to		
803. Appraisal Fee	to		
804. Credit Report	to		
805. Lender's Inspection Fee	to		
806. Mortgage Ins Application	to		
807. Assumption Fee	to		
808. Flood Certification Fee	to		
900. Items Required by Lender To Be Paid in Advance			
901. Interest from to	@ /day		
902. Mortgage Ins Premium for months	to		
903. Hazard Ins Premium for years	to		
1000. Reserves Deposited With Lender			
1001. Hazard insurance	months @ per month		
1002. Mortgage insurance	months @ per month		
1003. City property taxes	months @ per month		
1004. County property taxes	months @ per month		
1005. Annual assessments	months @ per month		
1006. School property taxes	months @ per month		
1007. Irrigation District tax	months @ per month		
1008. H owners assoan dues	months @ per month		
1011. Aggregate Adjustment			
1100. Title Charges			
1101. Settlement or closing fee	to		
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fees	to		
(includes above items numbers:)			
1108. Title insurance	to **LandtitleUSA, Inc.**		
(includes above items numbers:)			
1109. Lender's coverage	**$0.00/$0.00** .		
1110. Owner's coverage	**$657,163.00/$3,818.00**		
1111. Escrow fee	to **LandtitleUSA, Inc.**	**$350.00**	
1112. State of Texas Policy Guaranty Fee	to **LandtitleUSA, Inc. Gty Fee Esc Acct**	**$0.00**	
1200. Government Recording and Transfer Charges			
1201. Recording Fees	Deed **$32.00** ; Mortgage ; Rel to **LandtitleUSA, Inc.**	**$32.00**	
1202. City/county tax/stamps	Deed ; Mortgage to		
1203. State tax/stamps	Deed ; Mortgage to		
1204. Tax certificates	to		
1205. Deed Recording Fee	to **LandtitleUSA, Inc.**	**$28.00**	
1300. Additional Settlement Charges			
1301. Survey	to		
1302. Pest Inspection	to		
1303. Tax Service	to **The Tax Service Company**		
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		**$410.00**	

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

County of Hidalgo, Texas

By: _____
Name: _____
Title: _____

Estate of Willard Orrin Fike, a/k/a Willard O. Fike, Deceased

_____
By

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

_____ _____
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Seller's Taxpayer Identification Number Solicitation and Certification

You are required by law to provide the Settlement Agent named above with your correct taxpayer identification number. If you do not provide the Settlement Agent with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law. **Under Penalties of perjury, I certify that the number shown on this statement is my correct taxpayer identification number.**

_____ _____
Seller's Signature Date

Addendum to HUD Settlement Statement

Section G – Additional Tracts of Land

TEX MEX, Block 260, Lot 11, Hidalgo County

, TX

TEX MEX, Block 260, Lot 14, Hidalgo County

, TX

AI-14810 **19.A.**

Status Reports-Anzaldua's Boat Ramp Project

CC REGULAR

Date:	04/07/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

1. Presentation and approval of quarterly status reports to Texas Parks and Wildlife for the Anzalduas Boat Ramp Reconstruction Project for the periods of:
   April 1 - June 30, 2008
   July 1 - September 30, 2008
   October 1 - December 31, 2008
   January 1 - March 31, 2009

2. Authorization to submit letter of request to Texas Parks & Wildlife for additional funds for the Anzaldua Boat Ramp Project.

BACKGROUND

Presentation only.

Fiscal Impact

Attachments

Link: Status Reports

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	03/31/2009 01:42 PM	APRV
2	Perla Lopez	Perla Lopez	03/31/2009 03:27 PM	APRV
3	Auditor's Office	Angela Garcia	04/01/2009 10:20 AM	APRV
4	Perla Lopez	Perla Lopez	04/01/2009 10:35 AM	APRV
5	Purchasing Department	Angela Garcia	04/01/2009 10:37 AM	APRV
6	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Norma Ceballos — Started On: 03/31/2009 09:35 AM

Final Approval Date: 04/03/2009

For TPWD use only
Projects
Fiscal

For TPWD use only
FY Funded
Exp.

TEXAS PARKS & WILDLIFE

Quarterly Status Report
Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with* * Please refer any questions to the Recreation Grants Branch (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name: ANZALDUAS BOAT RAMP RECONSTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOGLE

City: MISSION State: TX Zip: 78572

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by *(if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group): VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? ☐ Yes ☐ No

* Reporting Quarter

☐ January 1 – March 31
☐ April 1 – June 30
☐ July 1 – September 30
☐ October 1 – December 31

2008

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

- Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement, i.e. Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☒ Yes ☐ No

If **NO**, please provide an explanation.

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? ☒ N/A ☐ Yes ☐ No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☒ No
3. Have you submitted plans and specifications to TPWD for review? ☒ Yes ☐ No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☒ Yes ☐ No
5. Has the Temporary Project Sign been installed? ☒ Yes ☐ No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☒ Yes ☐ No
7. If you have completed items 1 through 4 above, is construction underway? ☒ Yes ☐ No

Outline the construction progress of the project elements.

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 06/09
2. Have you experienced any unforeseen delays? ☐ Yes ☒ No

If **YES**, please explain.

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If **YES, the project sponsor must submit a signed request under separate cover.**

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

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Projects
Fiscal

For TPWD use only
FY Funded:
Exp:

TEXAS PARKS & WILDLIFE

Quarterly Status Report
Texas Local Park Grants

The following information must be submitted to maintain compliance with projects funded by Texas Parks and Wildlife Department. *Required fields are indicated with* * Please refer any questions to the Recreation Grants Branch: (512) 389-8224 or rec.grants@tpwd.state.tx.us

Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name:
ANZALDUAS BOAT RAMP RECONSTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOGLE

City: MISSION State: TX Zip: 78572

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by *(if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group):
VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? ☐ Yes ☐ No

* Reporting Quarter:

- ☐ January 1 – March 31
- ☐ April 1 – June 30
- ☒ July 1 – September 30
- ☐ October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

Note: The narrative sections have unlimited space to fill in the needed information. The final view of the form for your project may be more than two pages.

Page 2 – Quarterly Status Report

I. Pre-construction documentation

- Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement i.e. Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☒ Yes ☐ No

If **NO**, please provide an explanation

II. Land negotiations/Construction status:

1. Have you submitted an appraisal to TPWD for review? ☒ N/A ☐ Yes ☐ No
2. If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☒ No
3. Have you submitted plans and specifications to TPWD for review? ☒ Yes ☐ No
4. Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☒ Yes ☐ No
5. Has the Temporary Project Sign been installed? ☒ Yes ☐ No
6. If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☒ Yes ☐ No
7. If you have completed items 1 through 4 above, is construction underway? ☒ Yes ☐ No

   Outline the construction progress of the project elements

III. Meeting compliance deadlines and project expiration date:

1. What is the estimated project completion date? (Enter as MM/YYYY) 06/09
2. Have you experienced any unforeseen delays? ☐ Yes ☒ No

   If **YES**, please explain

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If YES, the project sponsor must submit a signed request under separate cover.

Please submit quarterly reports to rec.grants@tpwd.state.tx.us or mail to:

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

An electronic copy of this form can be found at
http://www.tpwd.state.tx.us/business/grants/trpa

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Projects
Fiscal

For TPWD use only
FY Funded
Exp

TEXAS PARKS & WILDLIFE

Quarterly Status Report
Texas Local Park Grants

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Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name: ANZALDUAS BOAT RAMP RECONSTRUCTION

Project Number: F-183-B

Contact Name/Title: MONA PARA, PRECINCT THREE

Address: 724 N. BREYFOGLE

City: MISSION State: TX Zip: 78572

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by *(if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group): VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? ☐ Yes ☐ No

* Reporting Quarter

- ☐ January 1 – March 31
- ☐ April 1 – June 30
- ☐ July 1 – September 30
- ☒ October 1 – December 31

2006

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*.

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Page 2 – Quarterly Status Report

I. Pre-construction documentation

- Have the pre-construction documents been submitted? (As outlined in the letter that accompanied your agreement i e Corps Permit, TX Historical Commission survey, Drilling/Mining protection)? ☒ Yes ☐ No

If **NO** please provide an explanation

II. Land negotiations/Construction status:

1 Have you submitted an appraisal to TPWD for review? ☒ N/A ☐ Yes ☐ No

2 If your appraisal has been approved by TPWD, have you submitted a recorded deed for the property conveyed? ☐ Yes ☒ No

3 Have you submitted plans and specifications to TPWD for review? ☒ Yes ☐ No

4 Have you registered your project for accessibility compliance with the Texas Department of Licensing and Regulation? ☒ Yes ☐ No

5 Has the Temporary Project Sign been installed? ☒ Yes ☐ No

6 If your plans have been approved by TPWD, have you completed the bid process for the project elements? ☒ Yes ☐ No

7 If you have completed items 1 through 4 above, is construction underway? ☒ Yes ☐ No

Outline the construction progress of the project elements

III. Meeting compliance deadlines and project expiration date:

1 What is the estimated project completion date? (Enter as MM/YYYY) 06/09

2 Have you experienced any unforeseen delays? ☐ Yes ☒ No

If **YES** please explain

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If YES, the project sponsor must submit a signed request under separate cover.

Please submit quarterly reports to rec grants@tpwd state tx us or mail to

Texas Parks and Wildlife Department
Recreation Grants Branch
4200 Smith School Road
Austin, Texas 78744

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TEXAS PARKS & WILDLIFE

Quarterly Status Report
Texas Local Park Grants

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Sponsor Information

* Sponsor Name: COUNTY OF HIDALGO

* Project Name: ANZALDUAS BOAT RAMP RECONSTRUCTION

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Contact Name/Title: MONA PARA PRECINCT THREE

Address: 724 N BREYFOGLE

City: MISSION State: TX Zip: 78572

Phone: (956) 585-4509

E-mail: monaparras@yahoo.com

Report Prepared by *(if different than sponsor contact)*

Your Name: PAUL M. VAZALDUA, JR

Affiliation (e.g., city, consulting group): VAZALDUA & ASSOCIATES

Address: 205 W. IRIS

City: MCALLEN State: TX Zip: 78501

Phone: (956) 451-6775

E-mail: paulmv555@yahoo.com

Has the Grant Sponsor received a copy of this Status Report? ☐ Yes ☐ No

* Reporting Quarter

☒ January 1 – March 31
☐ April 1 – June 30
☐ July 1 – September 30
☐ October 1 – December 31

On the following page, please describe your progress toward completing the project scope as outlined in your agreement with TPWD. Answer the questions on the following page, and provide an explanation for any variance from your expected progress. Photos and highlights of project elements or program activities are encouraged. If you are e-mailing photos attached to your Quarterly Status Report, *use the smallest digital image size possible*

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Page 2 – Quarterly Status Report

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Outline the construction progress of the project elements.

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1. What is the estimated project completion date? (Enter as MM/YYYY) 06/09
2. Have you experienced any unforeseen delays? ☐ Yes ☒ No

If **YES**, please explain

IV. Requested changes to the agreement:

Do you need an extension or amendment to your agreement? ☐ Yes ☒ No

If **YES, the project sponsor must submit a signed request under separate cover.**

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AI-14905 **19.B.**

Interlocal Agreement Mission NW Park

CC REGULAR

Date:	04/07/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Mingo Villarreal
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

Approval of Interlocal Agreement with City of Mission regarding Mission North West Park.

BACKGROUND

Interlocal Agreement was not forwarded with the agenda item. Steve Crain will provide Interlocal Agreement on Tuesday at Commissioner's Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

At this time, no budgetary impact as of 4/3/09. Approval for interlocal agreement only.

Attachments

Link: interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 02:46 PM	APRV
2	Perla Lopez	Perla Lopez	04/03/2009 08:38 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Angela Garcia — Started On: 04/02/2009 02:28 PM

Final Approval Date: 04/03/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS AGREEMENT is made on this the _____ day of _____, 2009, by and between the CITY OF MISSION, TEXAS hereinafter referred to as "City", and the COUNTY OF HIDALGO, TEXAS, hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas;

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

WHEREAS, City and County, each pursuant to Local Government Code Chapter 332 are authorized to jointly establish, provide, acquire, maintain, construct, equip, operate and supervise recreational facilities and programs located on property owned or acquired by either party;

WHEREAS, County desires to assist City in the development of Mission Northwest Park located on eight (8) acres of City property (the "Park") by constructing bathroom facilities, parking lots, and road improvements leading into the Park

WHEREAS, the Park will be open to all City and County residents for their use and enjoyment and will provide a safe environment for children and families seeking outdoor activities in their community;

WHEREAS, the parties desire to express their respective responsibilities and obligations for the Park in this Agreement;

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

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

1. The County agrees to assist City in the development and construction of the Park by providing the following: (1) the labor, equipment and materials for the construction of men's and women's restroom facilities; (2) the labor, equipment and materials for the construction of the parking lot of the Park and (3) the labor, equipment and materials to pave (caliché and overlay) the road entering the Park up to Inspiration Road.

2. The City shall be responsible for lighting at the Park and for providing recreational facilities including but not limited to: basketball courts, walking trails, pavilion, little league baseball field, soccer field, playground set, mountain bike tract and a butterfly garden. City further agrees to consult with County Precinct No. 3 for the use of such recreational facilities.

3. The City shall follow its Park and Recreation Department's Rules and Regulations to operate and maintain the Park and will coordinate the use of the Park's pavilion for functions and use by the public with the County's Precinct No. 3 office.

4. The parties further agree that upon completion of the parking lot, restroom facilities and road improvements, the City shall be responsible for their maintenance and operation. The City further agrees to release the County of any and all obligations pertaining to Park that lie within the city limits of City.

5. The City shall be responsible for installation and relocation of all utilities required by County in order to complete County's obligations under this Agreement.

6. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between and provision of their Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to The extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

8. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by City and County, and not otherwise.

9. **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.

10. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Mission:	City of Mission Attention: Mayor Norberto Salinas 1201 E. 8th Street Mission, Texas 78572
If to County:	County of Hidalgo Attention: County Judge J.D. Salinas, III P.O. Box 758 Edinburg, Texas 78540-0758
with copy to:	Commissioner, Precinct No.3 P.O. Box 607 Mission, Texas 78572

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

11. **Additional Documents**. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

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

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

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

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

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

18. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

THE CITY OF MISSION

_____
Norberto Salinas, Mayor

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

J.D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: Stephen L. Crain

AI-14892 **20.A.**

Interlocal with Willacy County (Pct.4)

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Garza
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between Hidalgo County and Willacy County (joint maintenance of road CR10) Precinct# 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-3-09 $142,784.24

Attachments

Link: ICA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:23 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/03/2009 12:57 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Monica Badillo			Started On: 04/02/2009 10:31 AM	
Final Approval Date: 04/03/2009				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY, TEXAS AND WILLACY COUNTY, TEXAS

This AGREEMENT is made on this the _____ day of March 2009, by and between the **HIDLAGO COUNTY, TEXAS** hereinafter referred to as "Hidalgo County" and the **WILLACY COUNTY, TEXAS**, hereinafter referred to as "Willacy County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, the Edinburg Consolidated Independent School District bus route in northern Hidalgo County runs along CR 10 and Jesus Maria Lane (the "Road");

WHEREAS, the Road being in Hidalgo County, enters into Willacy County and then returns to Hidalgo County;

WHEREAS, approximately three miles of the Road straddles the county line of Hidalgo and Willacy County, approximately three miles of the Road lies within Willacy County and approximately three and one-half miles of the Road lies in Hidalgo County;

WHEREAS, the Road is used by citizens of both Hidalgo and Willacy Counties and serves as a mutual benefit to both counties;

WHEREAS, Hidalgo and Willacy counties desire to jointly maintain by providing grading services to the Road in order to promote public safety and the wellbeing of the citizens who travel on the Road;

WHEREAS, Hidalgo County desires to enter into an Interlocal Cooperation Agreement with Willacy County for the joint maintenance of the Road.

NOW THEREFORE, Hidalgo County and Willacy County for consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Hidalgo County and Willacy County agree to jointly and mutually maintain the Road a distance of approximately 9.9 miles ending at Jesus Maria Lane by providing grading services to the surface of the Road at least three times a year each or more often on an as needed basis.

2. Hidalgo and Willacy counties mutually authorize the other to enter the boundaries of their respective jurisdiction if necessary in order to maintain the Road as described in paragraph 1 above.

3. Hidalgo and Willacy counties agree it is in their mutual best interest to provide maintenance of the Road as described herein and that the Road serves as a connecting link and integral part of their county road systems.

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 and provision of their Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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 agent 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 Hidalgo and Willacy Counties, 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 may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Willacy County: Willacy County
Attn: County Judge

If to Hidalgo County: Hidalgo County
Attention: County Judge
P.O. Box 758
Edinburg, Texas 78540-0758

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.

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 assigns 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 Hidalgo and Willacy Counties have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo and Willacy Counties 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 of Current Revenues Only.** In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

_____
J.D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

_____
Willacy County Judge

ATTEST:

_____
County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By: _____
Stephen L. Crain

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
819 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 486-6482

FAX COVER SHEET

Important: This message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient, or the employee or agent responsible for delivering this message to the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you receive the communication in error, please notify us immediately by telephone, and return the original message to us at the above address via the United States Postal Service. Thank you.

Please deliver the following pages to:

Name: Pct. # 4 Commissioner Oscar Garza

Telecopier Number(s) (x) 381-5905 **Confirmation #** ( ) 383-3112

From: Stephen L. Crain

Re: CR 10

Total Number of Pages (Including Cover Sheet): 5

Date: March 25, 2009 **Sent by:** Marynel **Time Sent:** 10:05

MESSAGE: **Enclosed is the agreement although it is not "short" it has references to Edinburg CISD bus route which may greatly help us. Please call if you may have questions.**

IF YOU DO NOT RECEIVE ALL THE PAGES, PLEASE CALL (956) 682-5501.

Post-it® Fax Note 7671	Date 4/2/09	# of pages ▶ 5
To Monica B.	From Yolanda	
Co./Dept. Budget	Co. Pct 4	
Phone #	Phone # x 4008	
Fax # 292-7034	Fax #	

AI-14896 **20.B.**

Interlocal with City of Edinburg (paving of Rogers Rd.)

CC REGULAR

Date:	04/07/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #4

Information

CAPTION

Discussion, consideration and action on Interlocal Cooperation Agreement between Hidalgo County and City of Edinburg, Precinct# 4.

BACKGROUND

paving of Rogers Rd. between US 281 & Bus. 281

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 4-3-09 $142,784.24

Attachments

Link: summary

Link: Interlocal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:24 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/03/2009 01:33 PM	APRV
3	Perla Lopez	Perla Lopez	04/03/2009 01:43 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Monica Badillo — Started On: 04/02/2009 10:52 AM

Final Approval Date: 04/03/2009

AGENDA ITEM AND RECOMMENDATION SUMMARY
CITY COUNCIL REGULAR MEETING
APRIL 7, 2009

Consider Authorizing City Manager To Enter Into An Interlocal Cooperation Agreement Between Hidalgo County And The City Of Edinburg For The Proposed Rogers Road Reconstruction Project.

****

STAFF COMMENTS AND RECOMMENDATION:

Rogers Road is a key roadway that moves traffic from U.S. Expressway 281 to Eastern and Western Hidalgo County. The County wishes to partner with the City of Edinburg to reconstruct this road from U.S. Expressway 281 to U.S. Business Highway 281, approximately half a mile, by supplying the hot mix and sub-grade materials for the reconstruction of this section, with an approximate cost of $125,000. The total estimated cost of construction is $300,000. It is noted that the City of Edinburg will not incur any costs nor be responsible for any part of this project.

The roadway improvements will permit better circulations from U.S. Expressway 281 to Western Edinburg and Hidalgo County. The County not only wishes to partner with the City but with the Boys and Girls Club as well. Valley Paving has been contracted by Boys and Girls Club to reconstruct and pave the road.

RECOMMENDATION:

Authorize City Manager To Enter Into An Interlocal Cooperation Agreement Between Hidalgo County And The City Of Edinburg For The Proposed Rogers Road Reconstruction Project, Pending Approval Of Final Form By The City Manager And City Attorney.

PREPARED BY:

Juan J. Rodriguez	Daniel Tijerina
City Manager	Director of Public Works

****

RECORD OF VOTE

APPROVED	_____
DISAPPROVED	_____
TABLED	_____
NO ACTION	_____

Noe Garza, P.E.	Agustin G. Garcia	Joe Ochoa	Gene Espinoza	Alma A. Garza
Councilmember	Councilmember	Mayor	Mayor Pro-Tem	Councilmember

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO COUNTY AND THE CITY OF EDINBURG

This Agreement is made on this the _____ day of _____, 2009 by and between the HIDALGO COUNTY hereinafter referred to as "County", and CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Edinburg is engaging in a project referred to as the "Rogers Road Reconstruction" consisting of an approximate half mile section of road, from U.S. Expressway 281 to U.S. Business Highway 281 (the "Project") which will improve traffic areas both within and surrounding Edinburg; and

WHEREAS, the Project lies within the Edinburg City limits, it forms a connecting link or integral part of the County road system; and

WHEREAS, County has agreed to assist Edinburg by partially funding the construction costs of the Project; and

WHEREAS, the total estimated construction cost of the project is $300,000, with the County to supply hot mix and sub grade materials with an approximate cost of $125,000.

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

1. County agrees to provide all hot mix and sub-grade materials for the Project in an amount not to exceed One Hundred and Twenty Five Thousand Dollars and No/100ths ($125,000.00) for the construction of the Project as outlined above.

2 Following completion of the Project described herein, Edinburg agrees to be responsible for maintenance of the road so long as the road remains within its corporate city limits, and County shall be relieved of all duties and obligations stated herein.

3. Edinburg shall be responsible for all other aspects of the Project notwithstanding the County's responsibility as outlined in Paragraph 1 herein.

4. The Nothing in this Agreement shall be construed so as to require the City Council of any act contrary to law, and whenever there is a conflict between and provisions 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 provisions or provision of the Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during times such conflict exists.

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

6. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the County and Edinburg and not otherwise.

7. 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.

8. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	Hidalgo County Attention: County Judge J.D. Salinas P.O. Box 1358 - 2nd Floor Edinburg, Texas 78540
With copy to:	Hidalgo County Oscar Garza, Jr., Commissioner - Precinct 4 1102 N. Doolittle Edinburg, Texas 78540
If to Edinburg:	City of Edinburg Attention: Juan J. Rodriguez, City Manager 415 West University Drive Edinburg, Texas 78539
With copy to:	City of Edinburg Attention: Isael Posadas, P.E., C.F.M. 415 West University Drive Edinburg, Texas 78539

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

9. 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.

10. 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.

11. This Agreement shall not be assignable.

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

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

14. 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 for the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES effective as of this _____ day of April 2009.

HIDALGO COUNTY

Approved by Commissioner's Court on:

By:_____ By:_____
J. D. Salinas, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

CITY OF EDINBURG

By:_____
Joe Ochoa, Mayor

ATTESTED:

By:_____
Myra Ayala-Garza, City Secretary

APPROVED AS TO FORM

By: _____
Ric Gonzalez, City Attorney

AI-14891 **21.A.1.**

2009 Interdept transfer for C.O. 2009 Pct-4 Drainage Improvement Prj (1339)

CC REGULAR

Date:	04/07/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Drainage Improvement Projects C.O. 2009 Series (1339):
Approval of 2009 interdepartmental transfer within Certificate of Obligation Series 2009 for the Precinct #4 Drainage Improvement Project from (program 036) into Fike Pond - Land (program 039) in the amount of $700.00 to fund land acquisition.

BACKGROUND

To cover payment of agenda item AI-14831 (previous transfer was short on funds)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

9-1339-431-00-124-036-0-890-->9-1339-431-00-124-039-0-719 $700.00 Fike Pond
Available balance as of 4/2/09 $4,790,740.84

Interdepartmental transfer to cover the purchase of a tract of Land from Estate of Willard Orrin Fike.
55 Acres out of Lots 10,11, and 14 (Closing documents AI#14831 CC 4/7/09)

Attachments

Link: Interdept transfer (1339)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Ivan Cantu	04/02/2009 12:22 PM	APRV
2	Manuel Chapa	Manuel Chapa	04/03/2009 08:18 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Jr. Munoz Started On: 04/02/2009 10:27 AM

Final Approval Date: 04/03/2009

DATE: April 2, 2009

DEPARTMENT HEAD: Oscar L. Garza Jr.

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2009 Pct4 Drain Improvement

ACCOUNT NUMBER: 9-1339-431-00-124-XXX-0-XXX

2009
Transfer
AI# - 14891

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

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
From:		
9-1339-431-00-124-036-0-890	**CO2009 Pct4 Drain Improv.- Other**	**(700.00)**
To:		
9-1339-431-00-124-039-0-719	**CO2009 Pct4 Drain Improv. Fike Pond - Land**	**$700.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover agenda item AI-14653 (previous transfer was short of funds AI#14748).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-14875 **21.A.**

Pct. 1 CO's 2009 interdept transfer for Victoria Rd. project
CC REGULAR

Date:	04/07/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of interdepartmental transfer within Certificates of Obligation, Series 2009 from Pct. #1 Drainage Improvement, program 052, to Pct. #1 Victoria Road, program 058, in the amount of $186,566.00 for engineering services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-890 & 748 --> 9-1339-431-00-121-058-0-731 $186,566.00 to fund WA #4 submitted by Dos Logistics for the Victoria Rd. project.

Attachments

Link: AI- 14875

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	04/03/2009 10:26 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 10:37 AM	APRV
3	Veronica Lopez	Veronica Lopez	04/03/2009 01:05 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sergio Cruz Started On: 04/01/2009 04:21 PM

Final Approval Date: 04/03/2009

2.

DATE: April 3, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-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			
9-1339-431-00-121-052-0- 890	CO, 2009-Pct. 1 Drain Imprv-	Other	(178,663.72)
9-1339-431-00-121-052-0- 748	CO, 2009-Pct. 1 Drain Imprv-	Other Equipment	(7,902.28)
TO			
9-1339-431-00-121-058-0 731	CO, 2009-Pct. 1-Victoria (9.5N-12N) Road-	Roads	186,566.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund WA #4 submitted by Dos Logistics for the Victoria Rd project for the Pct. 1 Drainaige Improvements from Mile 9.5N to Mile 12N.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-14878 **21.B.1.**

Pct. 1 interfund transfer from R & B to Sanitation for collection site survey

CC REGULAR

Date: 04/07/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #1 P/U Rd (1201)/ Pct. #1 Sanitation (1100)
Approval of 2009 interfund transfer from Pct. 1 Paved/unpaved Roads (program 005) to Pct. 1 Sanitation in the amount of $12,000.00 for collection site survey.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1X0X-43X-00-121-00X-0-71X
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

9-1201-431-00-121-005-0-711 --> 9-1100-432-00-121-001-0-719 $12,000.00 to fund collection site survey. Funds available as of 4-2-09.

Attachments

Link: Pct. 1 Collection site survey interfund transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu	Ivan Cantu	04/02/2009 12:29 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:34 PM	APRV
3	Dale Kennan	Dale Kennan	04/02/2009 01:56 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sergio Cruz — Started On: 04/01/2009 04:32 PM

Final Approval Date: 04/03/2009

DATE: April 2, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Sanitation Pct. 1

2009
Transfer

ACCOUNT NUMBER: **9-1XXX-43X-00-121-00X-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
FROM:			
9-1201-431-00-121-005-0-	711	Pct. 1 P/U Rd-ROW	(12,000.00)
9-1201-491-01-000-100-0-	891	Transfers Out-Sanitation Pct. 1	12,000.00
TO:			
9-1100-391-01-000-201-0-	000	Transfers In-Pct. 1 R & B	12,000.00
9-1100-432-00-121-001-0-	719	Sanitation Pct. 1-Land	12,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**12,000.00**

REASON: To fund collection site survey expenditures for Pct. 1 Sanitation as requested by Noe Montez.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-14881 **21.C.1.**

Certificates of Obligation, Series 2009

CC REGULAR

Date: 04/07/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

C.O., Series 2009 (1339):
Approval of appropriation of Certificates of Obligation, Series 2009 funds to Precinct 1, Precinct 2, Precinct 3, and Precinct 4 in the total amount of $4,000,000.00.

BACKGROUND

$1 million each Precinct.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

$4,000,000.00 Available in unreserved fund balance.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	04/03/2009 01:52 PM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 02:16 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/03/2009 03:51 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sergio Cruz Started On: 04/01/2009 04:57 PM

Final Approval Date: 04/03/2009

AI-14879 **21.C.2.**

Precinct #3 Heavy Equipment/Trucks
CC REGULAR

Date: 04/07/2009
Submitted By: Sergio Cruz, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

C.O., Series 2006 (1336) - Pct. #3:
Approval of appropriation of Certificates of Obligation, Series 2006 funds to Precinct #3 (program 040) in the amount of $305,089.00 for sanitation heavy equipment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-432-00-123-048-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation from 1336 fund balance.

Funding available for appropriation as of 4/2/09.

Attachments

Link: AP - 14879

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	04/02/2009 08:17 AM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:17 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 09:40 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sergio Cruz Started On: 04/01/2009 04:36 PM

Final Approval Date: 04/03/2009

DATE: April 2, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO's 2006 - Precinct #3 Landfill

AI-14879

ACCOUNT NUMBER: 9-1336-432-00-123-048-0-741

SUBJECT: **Budget Amendments** (increase (decrease)) in accordance with Local Government Code, Chapter 111, § 111.070, Item C (2).

Contact: Perla Lopez
Ph#: 292-7025 Ext. 4747

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
9-1336-432-00-123-048-0-741	C.O.,2006-PRECINCT #3 LANDFILL	$ 305,089.00
	TOTAL BUDGET INCREASE (DECREASE)	**305,089.00**

REASON:
Appropriation of funds for Sanitation Heavy Equipment purchase for use by Precinct #3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14912 **21.C.3.**

Pct.#4 Appropriation of funds Parks

CC REGULAR

Date:	04/07/2009
Submitted By:	Jr. Munoz, COMM. PCT. #4
Department:	COMM. PCT. #4
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #4 Parks (1214):
Approval of 2009 appropriation of funds for Precinct #4 - Parks (1214) in the amount of $107,724.00 to cover the purchase of one (1) new 2009 Tandum Dump Truck (AI-14858).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-741

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

BUDGETARY IMPACT:

2009 appropriation of funds in the amount of $107,724.00.
Funds available as of 04-03-09

Attachments

Link: AI- 14912 Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 10:18 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/03/2009 10:33 AM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Jr. Munoz — Started On: 04/03/2009 09:17 AM

Final Approval Date: 04/03/2009

DATE: April 6, 2009

DEPARTMENT HEAD: Commissioner Oscar L. Garza Jr.

2009
Appropriation
AI - 14912

DEPARTMENT NAME: Pct. #4 parks

ACCOUNT NUMBER: 9-1214-452-00-124-009-0-XXX

Contact Person: Rumaldo Munoz **Ph#** (956) 383-3112 ext. 4002

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
9-1214-452-00-124-009-0-741	Parks Pct. 4- Vehicles	107,724.00
	TOTAL BUDGET INCREASE (DECREASE)	**107,724.00**

REASON: To cover the purchase of one (1) new 2009 Tandem Dump Truck agenda item AI-14858

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-14906 **21.C.4**

Pct#3 & Pct#4 Budget Appropriation to Landfill Closure
CC REGULAR

Date: 04/07/2009
Submitted By: Rolando Garcia, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Budget Appropriations

Information

CAPTION

Pct. #3 & Pct. #4 Landfill Closure (2101):
Approval of appropriation of funds to Pct. #3 Landfill Closure (program 015) and Pct. #4 Landfill Closure (program 016) in the amounts of $5,413.48 and $25,004.16, respectively, to fund year end expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 8-2101-432-00-12X-01X-0-890
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation from 2101 fund balance.

Funding available for appropriation as of 04/02/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 10:18 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/03/2009 01:07 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rolando Garcia Started On: 04/02/2009 02:32 PM

Final Approval Date: 04/03/2009

4.

DATE: April 2, 2009

2008
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct#3 and Pct#4 Landfill Closure

AI-14906

ACCOUNT NUMBER: 8-2101-432-00-12X-01X-0-890

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
8-2101-432-00-123-015-0-890	PCT.3 LANDFILL CLOSURE-OTHER	$ 5,413.48
8-2101-432-00-124-016-0-890	PCT.4 LANDFILL CLOSURE-OTHER	$25,004.16
	TOTAL BUDGET INCREASE (DECREASE)	**30,417.64**

REASON:
Appropriation from fund balance to cover year end expenditure/adjustments to Pct#3 & Pct#4 Landfill Closure - Other accounts

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-14918 **21.C.5.**

2008 Appropriation - Hurricane Dolly

CC REGULAR

Date:	04/07/2009
Submitted By:	Rey Salazar, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Department of Budget & Management (1100):
Presentation for consideration discussion and action of the following:
A. Approval of Certification of Revenues, as certified by the County Auditor, for aid money awarded by FEMA for Hurricane Dolly.
B. Approval of 2008 appropriation of funds, as certified by the County Auditor, to Hurricane Dolly (program no. 072) in the amount of $9,022,233.16.

BACKGROUND

According to Local Government Code Chapter 111 Section 111.07075. SPECIAL BUDGET FOR REVENUE RECEIVED AFTER THE START OF FISCAL YEAR. The County Auditor shall certify to the Commissioners Court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general pruposes or for any of its intended purposes.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-415-00-115-072-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $9,022,233.16 to fund Hurricane Dolly emergency expenditures for 2008 as certified by Co. Auditor.

Attachments

Link: Hurricane Dolly appropriation

Link: Co. Auditor revenue certification

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/03/2009 02:38 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/03/2009 02:57 PM	APRV
3	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rey Salazar Started On: 04/03/2009 12:50 PM

COUNTY OF HIDALGO
COUNTY AUDITOR'S OFFICE
COMMISSIONERS' COURT AGENDA REQUEST FORM

No: _____

DATE: April 2, 2009 MEETING DATE REQUEST: April 7, 2009

DEADLINE FOR ACTION: A.S.A.P. CONTACT PERSON: RAYMUNDO EUFRACIO

DEPARTMENT: AUDITOR'S OFFICE PHONE: (956) 318-2511 FAX: (956) 318-2577

RAYMUNDO EUFRACIO, COUNTY AUDITOR

CAPTION: **REGULAR AGENDA**

1. APPROVAL OF CERTIFICATION OF REVENUES BY THE COUNTY AUDITOR FOR AID MONEY AWARDED BY FEMA FOR HURRICANE DOLLY; AND

2. APPROVAL TO AMEND THE 2008 BUDGET TO APPROPRIATE THE CERTIFIED REVENUES.

BACKGROUND: **(Briefly summarize your request, if needed use separate sheets or attach supporting documentation.)**

BUDGETARY IMPACT: **$0**

PLEASE INITIAL FOR APPROVAL:

LEGAL COUNCIL: _____ BUDGET: _____ HUMAN RESOURCES: _____

DEPT/FUND NO: _____ AMT EXPENDED: _____ FUNDS/STAFFING BUDGETED: Yes_____ No _____

ACCOUNT CODE: _____ IMPACT ON FUTURE BUDGET: YES _____ No _____

COMMENTS:

ACTION TAKEN BY COMMISSIONERS' COURT:

APPROVED ON: _____ (DATE) TABLED ON: _____ (DATE) DENIED ON: _____ (DATE)

DATE: April 7, 2009

DEPARTMENT HEAD: Raymundo Eufracio, CPA

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 8-1100-415-00-115-072-0-350
8-1100-415-00-115-072-0-605
8-1100-331-10-000-000-0-000

SUBJECT: Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection 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, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
8-1100-415-00-115-072-0-350	HURRICANE DOLLY-CONTRACTUAL SERVICES	9,022,228.79
8-1100-331-10-000-000-0-000	FEMA HURRICANE REIMBURSEMENTS REVENUE	9,022,228.79
8-1100-331-10-000-000-0-000	FEMA HURRICANE REIMBURSEMENTS REVENUE	211,703.54
8-1100-331-10-000-000-0-000	FEMA HURRICANE REIMBURSEMENTS REVENUE	436,569.18
8-1100-415-00-115-072-0-605	HURRICANE DOLLY-CLOTHING & UNIFORMS	4.37
8-1100-331-10-000-000-0-000		
	TOTAL BUDGET INCREASE (DECREASE)	648,268.35

REASON: To Appropriate for actual expenditures incurred for Hurricane Dolly and record the estimate revenues.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COU

/ /
DATE

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2808 South Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

April 2, 2009

The Honorable JD Salinas, Hidalgo County Judge
The Honorable Sylvia Handy, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0706 SPECIAL BUDGET FOR GRANT OR AID MONEY:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of $9,670,501.51 of aid money (75% reimbursement) from FEMA for Hurricane Dolly for calendar year 2008. These funds may now be made available by creating a new special budget or amending a budget in 2008 for its intended purposes.

AMOUNT	DESCRIPTION
$9,022,228.79	debris removal-contracts
$ 211,703.54	labor
$ 436,569.18	debris removal-other
$9,670,501.51	

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

Date

AI-14904 **21.D.1.**

Public Defense/ Indigent Defense: Transfer of positions

CC REGULAR

Date:	04/07/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Public Defense/ Indigent Defense (1100) - Budget Consolidation/Staff:
A. Approval of the following positions and employee transfers:

Employee No.	Position Title	From Slot No.	From Department	To Slot No.	To Department	Budgeted Salary
094382	Supervisor	0001	Public Defense	0003	Indigent Defense	$37,024.00
028096	Coordinator	0002	Public Defense	0006	Indigent Defense	$33,093.00
142387	Coordinator	0003	Public Defense	0007	Indigent Defense	$33,093.00

B. Approval of interdepartmental transfer from Public Defense to Indigent Defense to fund transfer of positions including salaries and fringes.
C. Approval of revised salary schedules.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-X0-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

9-1100-412-30-115-016-0-XXX --> 9-1100-412-00-009-003-0-XXX $96,627.47. Funding is available as of 04/02/09.

Attachments

Link: Indigent Defense - Revised Salary Schedule
Link: Interdepartmental Transfer
Link: Fiscal Note
Link: Public Defense revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/03/2009 07:26 AM	APRV

2	Budget & Management	Ivan Cantu	04/03/2009 07:29 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/03/2009 04:04 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Sylvia Solis

Started On: 04/02/2009 01:15 PM

Final Approval Date: 04/03/2009

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

INDIGENT DEFENSE
9-1100-412-00-009-003-0-

AI-14904

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	
1	113	PROGRAM MANAGER	$57,925.00	$0.00	$57,925.00	0.05	$2,896.25	$0.00	$60,821.25	$60,821.00	$1,020.00	$0.00	$0.00	$3,600.00	$0.00	$65,441.00
2	113	COMPLIANCE MONITOR	$45,344.00	$0.00	$45,344.00	0.05	$2,267.20	$0.00	$47,611.20	$47,611.00	$840.00	$0.00	$0.00	$0.00	$0.00	$48,451.00
3	**113**	**SUPERVISOR**	**$0.00**	**$37,024.00**	**$37,024.00**	**0.05**	**$0.00**	**$0.00**	**$37,024.00**	**$0.00**	**$480.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$480.00**
4	113	SYSTEMS INTEGRATOR	$38,258.00	$0.00	$38,258.00	0.05	$1,912.90	$0.00	$40,170.90	$40,171.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,171.00
5	113	DCM COORDINATOR	$38,135.00	$0.00	$38,135.00	0.05	$1,906.75	$0.00	$40,041.75	$40,031.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,031.00
6	**113**	**COORDINATOR**	**$0.00**	**$33,093.00**	**$33,093.00**	**0.05**	**$0.00**	**$0.00**	**$33,093.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$33,093.00**
7	**113**	**COORDINATOR**	**$0.00**	**$33,093.00**	**$33,093.00**	**0.05**	**$0.00**	**$0.00**	**$33,093.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$33,093.00**
			$179,662.00	$103,210.00	$282,872.00		$8,983.10	$0.00	$291,855.10	$188,634.00	$2,340.00	$0.00	$0.00	$3,600.00	$0.00	$260,760.00

Approval to transfer one (1) regular full-time Supervisor position, slot # 0001, budgeted salary $37,024.00 from Public Defense to Indigent Defense slot #0003 and approval to transfer two (2) regular full-time Coordinator positions, slot #'s 0002 and 0003, budgeted salary $33,093.00 from Public Defense to Indigent Defense slot #'s 0006 and 0007. Pending CC approval.

DATE: April 2, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Indigent Defense

ACCOUNT NUMBER: 9-1100-412-X0-XXX-XXX-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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				
9-1100-412-30-115-016-0-	113	PUBLIC DEFENSE	PERM F/T EMPLOYEES	(74,738.28)
9-1100-412-30-115-016-0-	211	PUBLIC DEFENSE	HEALTH INSURANCE	(8,848.50)
9-1100-412-30-115-016-0-	212	PUBLIC DEFENSE	LIFE INSURANCE	(58.65)
9-1100-412-30-115-016-0-	220	PUBLIC DEFENSE	FICA	(5,717.48)
9-1100-412-30-115-016-0-	230	PUBLIC DEFENSE	RETIREMENT	(6,741.39)
9-1100-412-30-115-016-0-	250	PUBLIC DEFENSE	UNEMPLOYMENT COM	(373.69)
9-1100-412-30-115-016-0-	260	PUBLIC DEFENSE	WORKERS COMP	(149.48)
TO				
9-1100-412-00-009-003-0-	113	INDIGENT DEFENSE	PERM F/T EMPLOYEES	74,738.28
9-1100-412-00-009-003-0-	211	INDIGENT DEFENSE	HEALTH INSURANCE	8,848.50
9-1100-412-00-009-003-0-	212	INDIGENT DEFENSE	LIFE INSURANCE	58.65
9-1100-412-00-009-003-0-	220	INDIGENT DEFENSE	FICA	5,717.48
9-1100-412-00-009-003-0-	230	INDIGENT DEFENSE	RETIREMENT	6,741.39
9-1100-412-00-009-003-0-	250	INDIGENT DEFENSE	UNEMPLOYMENT COM	373.69
9-1100-412-00-009-003-0-	260	INDIGENT DEFENSE	WORKERS COMP	149.48
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Transfer of $96,627.47 from Public Defense Budget (Prg 016) as a result from the three (3) positions deleted to Indigent Defense's Budget (Prg 003) to fund the three (3) positions created.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero, Budget Officer
CC Date: Tuesday, April 07, 2009 **Agenda Item:** 14904

Summary of request/proposal:
Requesting approval to transfer one (1) regular full-time Supervisor position (slot # 0001) budgeted salary $37,024.00 from Public Defense to Indigent Defense slot #0003 and approval to transfer two (2) regular full-time Coordinator positions, slot #'s 0002 and 0003, budgeted salary $33,093.00 from Public Defense to Indigent Defense slot #'s 0006 and 0007.

PUBLIC DEFENSE

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	SUPERVISOR	0001	113	37,024.00	0.00	-37,024.00
1100	COORDINATOR	0002	113	33,093.00	0.00	-33,093.00
1100	COORDINATOR	0003	113	33,093.00	0.00	-33,093.00
				103,210.00	0.00	-103,210.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-30-115-016-0-	113	PUBLIC DEFENSE	PERM F/T EMPLOYEES	(74,738.28)
9-1100-412-30-115-016-0-	211	PUBLIC DEFENSE	HEALTH INSURANCE	(8,848.50)
9-1100-412-30-115-016-0-	212	PUBLIC DEFENSE	LIFE INSURANCE	(58.65)
9-1100-412-30-115-016-0-	220	PUBLIC DEFENSE	FICA	(5,717.48)
9-1100-412-30-115-016-0-	230	PUBLIC DEFENSE	RETIREMENT	(6,741.39)
9-1100-412-30-115-016-0-	250	PUBLIC DEFENSE	UNEMPLOYMENT COMP	(373.69)
9-1100-412-30-115-016-0-	260	PUBLIC DEFENSE	WORKER'S COMP	(149.48)
			2009 Budgetary Impact	(96,627.47)

2010 Budgetary Impact: $0.00

Possible Funding Sources: **No Budgetary Impact**

INDIGENT DEFENSE

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	SUPERVISOR	0003	113	0.00	37,024.00	37,024.00
1100	COORDINATOR	0006	113	0.00	33,093.00	33,093.00
1100	COORDINATOR	0007	113	0.00	33,093.00	33,093.00
				0.00	103,210.00	103,210.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-412-00-009-003-0	113	INDIGENT DEFENSE	PERM F/T EMPLOYEES	$74,738.28
9-1100-412-00-009-003-0	211	INDIGENT DEFENSE	HEALTH INSURANCE	$8,848.50
9-1100-412-00-009-003-0	212	INDIGENT DEFENSE	LIFE INSURANCE	$58.65
9-1100-412-00-009-003-0	220	INDIGENT DEFENSE	FICA	$5,717.48
9-1100-412-00-009-003-0	230	INDIGENT DEFENSE	RETIREMENT	$6,741.39
9-1100-412-00-009-003-0	250	INDIGENT DEFENSE	UNEMPLOYMENT COMP	$373.69
9-1100-412-00-009-003-0	260	INDIGENT DEFENSE	WORKER'S COMP	$149.48
			2009 Budgetary Impact	$96,627.47

2010 Budgetary Impact: $125,328.58

Possible Funding Sources: **General Fund- Interdeparmental Transfer**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

PUBLIC DEFENSE
9-1100-412-30-115-016-0-

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	
~~1~~	~~113~~	~~SUPERVISOR~~	~~$35,261.00~~	~~$0.00~~	~~$35,261.00~~	~~0.05~~	~~$1,763.05~~	~~$0.00~~	~~$37,024.05~~	~~$37,024.00~~	~~$480.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$37~~,504.00
~~2~~	~~113~~	~~COORDINATOR~~	~~$31,517.00~~	~~$0.00~~	~~$31,517.00~~	~~0.05~~	~~$1,575.85~~	~~$0.00~~	~~$33,092.85~~	~~$33,093.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$33~~,093.00
~~3~~	~~113~~	~~COORDINATOR~~	~~$31,517.00~~	~~$0.00~~	~~$31,517.00~~	~~0.05~~	~~$1,575.85~~	~~$0.00~~	~~$33,092.85~~	~~$33,093.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$33~~,093.00
			$98,295.00	$0.00	$98,295.00		$4,914.75	$0.00	$103,209.75	$103,210.00	$480.00	$0.00	$0.00	$0.00	$0.00	$103,690.00

Approval to transfer one (1) regular full-time Supervisor position, slot # 0001, budgeted salary $37,024.00 from Public Defense to Indigent Defense slot #0003 and approval to transfer two (2) regular full-time Coordinator positions, slot #'s 0002 and 0003, budgeted salary $33,093.00 from Public Defense to Indigent Defense slot #'s 0006 and 0007. Pending CC

AI-14890 **21.D.2.**

Request for various new positions and deletion of one (1) for Drainage Improvement Project

CC REGULAR

Date:	04/07/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 4
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

Pct. #4 Drainage Improvement Project (1204):
A. Approval to delete one (1) regular full-time vacant Drafting Technician II position, slot #013, budgeted at $36,750.00 per year and approval to create one (1) regular full-time Engineering Technician II position, slot #024, budgeted at $39,083.00 per year.

B. Approval to create the following nine (9) regular full-time positions:

Slot No.	Position Title	Budgeted Salary
015	Excavator- Heavy Equipment Operator	$42,425.00
016	Excavator- Heavy Equipment Operator	$42,425.00
017	Excavator- Heavy Equipment Operator	$42,425.00
018	Truck Driver III	$29,615.00
019	Truck Driver III	$29,615.00
020	Truck Driver III	$29,615.00
021	Truck Driver III	$29,615.00
022	Truck Driver III	$29,615.00
023	Truck Driver III	$29,615.00

C. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

FUNDING ON REIMBURSEMENT BASIS FROM C.O.'S, 2009. rc

Attachments

Link: Job Descript- Excavator-Hvy Equip Op

Link: Job Descript- Truck Driver III

Link: PAR- Excavator- Hvy Equip Op

Link: PAR- Truck Driver III

Link: Fiscal Note

Link: Revised Salary Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	04/02/2009 03:48 PM	APRV
2	Budget & Management	Ivan Cantu	04/03/2009 07:15 AM	APRV
3	Sylvia Solis	Sylvia Solis	04/03/2009 09:31 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rosie Cantu

Started On: 04/02/2009 10:14 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY
PRECINCT #4

Job Title: Excavator/Heavy Equipment Operator **FLSA: Non-Exempt**

Dept No: 124-036 **Civil Service: Non-Exempt**

SUMMARY:

Employee will operate heavy equipment; to include but not limited to excavator, scraper buggies, bull dozer, and backhoe at existing drainage ditches and/or construction of future projects within the County's jurisdiction.

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Knowledge in methods and procedures of excavation in the manner in which it is designed while observing all safety rules.
- Inspect equipment for proper functioning & safety on a daily basis.
- Working near water, high places, slippery and uneven surfaces.
- Traveling from site to site.
- Assist Haul Truck Operator when machine is being loaded or unloaded at construction site.
- Ability to perform and/or assist mechanic with proper mechanical maintenance of excavator.

EDUCATION and/or EXPERIENCE:

- High school diploma or GED preferred.
- Must be able to work with a crew or independently.
- Follow written and oral instructions, ability to perform duties with limited supervision.
- Bilingual preferred.
- Two (2) to three (3) years experience in laying storm drain lines.
- Must be able to dig in excess of ten (10) feet deep.
- Must be able to read blue prints and cut sheets.
- Must be able to use the laser level equipment.
- Must be able to set box and graded inlets.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:

- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

HIDALGO COUNTY
PRECINCT #4

Job Title: Excavator/Heavy Equipment Operator FLSA: Non-Exempt

Job No: 124-037 Civil Service: Non-Exempt

SUMMARY:
Employee will operate heavy equipment, to include but not limited to excavator, scraper, bulldozer, but dozer, and backhoe at existing drainage ditches and/or construction of future projects within the County's jurisdiction

ESSENTIAL DUTIES and RESPONSIBILITIES:

- Knowledge in methods and procedures of excavation in the manner in which it is designed while observing all safety rules.
- Inspect equipment for proper functioning & safety on a daily basis.
- Working near water, high places, slippery and uneven surfaces.
- Traveling from site to site.
- Assist Haul Truck Operator when machine is being loaded or unloaded at construction site.
- Ability to perform and/or assist mechanic with proper mechanical maintenance of excavator.

EDUCATION and/or EXPERIENCE:

- High school diploma or GED preferred.
- Must be able to work with a crew or independently.
- Follow written and oral instructions, ability to perform duties with limited supervision.
- Bilingual preferred.
- Two (2) to three (3) years experience in laying storm drain lines.
- Must be able to dig in excess of ten (10) feet deep.
- Must be able to read blue prints and cut sheets.
- Must be able to use the laser level equipment.
- Must be able to set box and graded inlets.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Employee must have a current valid Texas motor vehicle operator's license.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS and ABILITIES:

- Must be able to work extended hours during emergency circumstances; related to weather conditions.
- Will be exposed to environmental elements/weather while working.
- Must be able to sustain 6-7 hours of continuous work requiring sitting for long periods of time.
- Being able to endure tractor motion, exposure to noise, dust and dirt and working in high places.
- Employee may be assigned other duties in addition to those listed. duties may change according to the changing needs of the County

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

HIDALGO COUNTY
Drainage Improvement
Project(s)

Job Title:	**Truck Driver III**	**FLSA Status:**	**Non-Exempt**
Dept No:	124-036	**Civil Service Status:**	**Non-Exempt**

SUMMARY:
Drives and insures proper maintenance of large-class trucks and other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck and road patching truck.
- Ability to operate other heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, asphalt and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or General Education Degree (GED); or
- Ability to read and write English.
- Must have at least five (5) years experience as heavy class truck driver.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a current valid Texas Drivers License; **Class A**
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral and written instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk and/or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel.

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals.

Employee must be able to perform heavy manual labor outdoors within a five (5) day, forty (40) hour week, with exposure to hazards and conditions involving extremes of heat, cold, rain and wind.

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

- working closely with others;
- working in a multi-task environment;

Maintain effective audio-visual discrimination and perception needed for:

- making observations;
- reading and writing;
- operating assigned equipment;
- communicating with others;

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 - Drain. Improv. Project (9-1204-431-00-124-036-0-113) **DATE:** March 30, 2009

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** N/A

REQUESTED POSITION TITLE: 3 (three) Excavator/Heavy Equipment Operators
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 40,425.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

HIDALGO COUNTY BUDGET OFFICE
2009 MAR 30 PM 1 51

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Positions required for current drainage improvement projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

Positions needed for excavation and removal of dirt from drainage improvement project sites.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. D. L. Barrera, Jr. MS DEPARTMENT HEAD	3/30/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2. _____ HUMAN RESOURCES DIRECTOR	_____ DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3. _____ DEPARTMENT OF BUDGET & MANAGEMENT	_____ DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4. _____ COMMISSIONERS COURT APPROVAL	_____ DATE	_____	_____	

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 - Drain. Improv. Project (9-1204-431-00-124-036-0-113) **DATE:** March 30, 2009

CURRENT POSITION TITLE: N/A **CURRENT SLOT. #:** N/A

REQUESTED POSITION TITLE: 6 (six) Truck Drivers III
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 29,615.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐ _____

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☐
N/A	☐		

HIDALGO COUNTY BUDGET OFFICE
2009 MAR 30 PM 1 51

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Positions required for current drainage improvement projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

Truck driver positions needed for removal of dirt from drainage improvement project sites.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	O. L. Garza, Jr.	3/30/2009			
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☑ NO
2.					
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.					
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Valde Guerra, Budget Officer
CC Date: Tuesday, April 07, 2009 **Agenda Item:** 14890

Summary of request/proposal:
The Commissioner Pct No. 4 office is requesting to create three (3) regular full-time Excavator-Heavy Equipment Operator positions, slot no.'s 015, 016, 17 budgeted at $40,425.00 and six (6) regular full-time Truck Driver III positions slot no.'s 018, 019, 020, 021, 022, 023 budgeted at $29,615.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	EXCAVAT.-HVY EQUIP OP.	0015	113	0.00	40,425.00	40,425.00
1204	EXCAVAT.-HVY EQUIP OP.	0016	113	0.00	40,425.00	40,425.00
1204	EXCAVAT.-HVY EQUIP OP.	0017	113	0.00	40,425.00	40,425.00
1204	TRUCK DRIVER III	0018	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0019	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0020	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0021	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0022	113	0.00	29,615.00	29,615.00
1204	TRUCK DRIVER III	0023	113	0.00	29,615.00	29,615.00
		TOTAL		0.00	298,965.00	298,965.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1204-431-00-124-036-0-	113	PCT.4 DRAIN IMPRV PRJ-	REG F/T EMPLOYEES	$221,073.74
9-1204-431-00-124-036-0-	211	PCT.4 DRAIN IMPRV PRJ-	HEALTH INSURANCE	$27,712.14
9-1204-431-00-124-036-0-	212	PCT.4 DRAIN IMPRV PRJ-	LIFE INSURANCE	$179.69
9-1204-431-00-124-036-0-	220	PCT.4 DRAIN IMPRV PRJ-	FICA	$16,912.14
9-1204-431-00-124-036-0-	230	PCT.4 DRAIN IMPRV PRJ-	RETIREMENT	$19,940.85
9-1204-431-00-124-036-0-	250	PCT.4 DRAIN IMPRV PRJ-	UNEMPLOYMENT COMP	$1,105.37
9-1204-431-00-124-036-0-	260	PCT.4 DRAIN IMPRV PRJ-	WORKER'S COMP	$6,610.10
			2009 Budgetary Impact	$293,534.03

2010 Budgetary Impact: **$396,955.34**

Possible Funding Sources: **REIMBURSEMENT FROM C.O., 2009**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1204-431-00-124-036-0

AI - 14890

PCT. 4 DRAIN IMPRV PRJ

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	113	DIRECTOR OF OPERATIONS	$48,500.00	$0.00	$48,500.00	0.05	$2,425.00	$9,075.00	$60,000.00	$60,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$60,000.00
0002	113	ASSISTANT DIRECTOR OF CONSTRUCTION	$45,000.00	$0.00	$45,000.00	0.05	$2,250.00	$0.00	$47,250.00	$47,250.00	$0.00	$0.00	$0.00	$0.00	$0.00	$47,250.00
0003	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	$38,500.00	$0.00	$38,500.00	0.05	$1,925.00	$0.00	$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0004	113	EXCAVATOR - HEAVY EQUIPMENT OPERATOR	$38,500.00	$0.00	$38,500.00	0.05	$1,925.00	$0.00	$40,425.00	$40,425.00	$0.00	$0.00	$0.00	$0.00	$0.00	$40,425.00
0005	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	$29,500.00	$0.00	$29,500.00	0.05	$1,475.00	$525.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
0006	113	BACKHOE - HEAVY EQUIPMENT OPERATOR	$29,500.00	$0.00	$29,500.00	0.05	$1,475.00	$525.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
0007	113	BULLDOZER - HEAVY EQUIPMENT OPERATOR	$29,500.00	$0.00	$29,500.00	0.05	$1,475.00	$525.00	$31,500.00	$31,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,500.00
0008	113	PIPE LAYER/FITTER	$25,000.00	$0.00	$25,000.00	0.05	$1,250.00	$750.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0009	113	PIPE LAYER/FITTER	$25,000.00	$0.00	$25,000.00	0.05	$1,250.00	$750.00	$27,000.00	$27,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,000.00
0010	113	LABORER - DRAINAGE/CONSTRUCTION	$20,000.00	$0.00	$20,000.00	0.05	$1,000.00	$1,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0011	113	LABORER - DRAINAGE/CONSTRUCTION	$20,000.00	$0.00	$20,000.00	0.05	$1,000.00	$1,000.00	$22,000.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0013	113	DRAFTING TECHNICIAN II	$35,000.00	$0.00	$35,000.00	0.05	$1,750.00	$0.00	$36,750.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0014	113	CONSTRUCTION MANAGER	$42,500.00	$0.00	$42,500.00	0.05	$2,125.00	$0.00	$44,625.00	$44,625.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,625.00
		****NEW PROPOSED POSITIONS****														
0015	**113**	**EXCAVATOR - HEAVY EQUIPMENT OPERATOR**	**$0.00**	**$40,425.00**	**$40,425.00**	**0.05**	**$0.00**	**$0.00**	**$40,425.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0016	**113**	**EXCAVATOR - HEAVY EQUIPMENT OPERATOR**	**$0.00**	**$40,425.00**	**$40,425.00**	**0.05**	**$0.00**	**$0.00**	**$40,425.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0017	**113**	**EXCAVATOR - HEAVY EQUIPMENT OPERATOR**	**$0.00**	**$40,425.00**	**$40,425.00**	**0.05**	**$0.00**	**$0.00**	**$40,425.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0018	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0019	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0020	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0021	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0022	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0023	**113**	**TRUCK DRIVER III**	**$0.00**	**$29,615.00**	**$29,615.00**	**0.05**	**$0.00**	**$0.00**	**$29,615.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$426,500.00	$298,965.00	$725,465.00		$21,325.00	$14,150.00	$760,940.00	$376,225.00	$0.00	$0.00	$0.00	$0.00	$0.00	$376,225.00

NEW PROPOSED POSITIONS, SLOT NO.'S 015, 016, 017, 018, 019, 020, 021, 022, AND 023 PENDING CC APPROVAL.

AI-14761 **21.D.3.**

Jail Commissary - Creation and Deletion of Positions

CC REGULAR

Date:	04/07/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Salary Schedule Changes

Information

CAPTION

Jail Commissary (2102):
A. Approval to delete one (1) vacant regular full-time Inmate Intervention Specialist position, slot #012, budgeted salary $44,678.00.
B. Approval to create one (1) regular full-time Commissary Clerk position, slot #013 , requested budgeted salary $25,411.00.
C. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2102-423-21-280-015-0-XXX

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

BUDGETARY IMPACT:

Surplus funds available from deleted Inmate Intervention Specialist position.

Attachments

Link: Personnel Adjustment Request Forms
Link: Fiscal Note
Link: Revised salary schedule
Link: Job Descript- Inmate Intervention Specialist
Link: Job Descript- Commiss. Clerk

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	04/02/2009 07:58 AM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 10:51 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/03/2009 10:35 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Sylvia Solis			Started On: 03/26/2009 08:54 AM	

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Sheriff's Office

DATE: March 24, 2009

CURRENT POSITION TITLE: Inmate Intervention Specialist

CURRENT SLOT. #: 015-012

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other Deletion

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~42,550.00~~ 44,678.00 805 (Current Budgeted Salary) $ ~~0~~ (Proposed Budgeted Salary) $ (44,678.00) 805 (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

After reavaluation of this newly created position, it has been determined by Jail Management Personnel that the Sheriff's Office Audult Detention Center would be better served by adding a commissary clerk instead of the Inmate Intervention Specialist.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

The Sheriff's Office will be submitting a request for a new position in the Commissary Section at the Adult Detention Center

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/24/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	04/01/2009 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Sheriff's Office

DATE: 03/25/09

CURRENT POSITION TITLE:

CURRENT SLOT. #: 015-013

REQUESTED POSITION TITLE: Commissary Clerk
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ ~~0~~ (Current Budgeted Salary) $ 25,411.00 (Proposed Budgeted Salary) $ 25,411.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other Will be funded with jail commissary funds.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

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

Enter hourly rate for temp. positions

$ _____

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

The Hidalgo County Adult Detention Facility Commissary Section is currently experiencing staffing problems due to the increase in accountability and oversight duties which the clerks are now responsible for. The Detention Facility Commissary Section is requesting one (1) additional position (Commissary Clerk), to accommodate the additional work load.

NEW POSITION: Brief job description and attach a copy of the new job description.

Provides services to inmates involving the sale and distribution of commissary items, indigent welfare items, recreational and rehabilitation supplies to inmates detained at the Hidalgo County Jail.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3/25/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	4/01/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, April 07, 2009 **Agenda Item:** 14761

Summary of request/proposal:
The Sheriff's Office is requesting approval to delete one vacant regular full time Inmate Intervention Specialist position, slot # 0012 budgeted at $44,678.00 and approval to create one new regular full-time Commissary Clerk postion, slot # 0013 budgeted at $25,411.00, this position will be under the Jail Commissary.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
2102	INMATE INTERVENTION	0012	113	44,678.00	(44,678.00)	(44,678.00)
2102	COMMISSARY CLERK	0013	113	0.00	25,411.00	25,411.00
				44,678.00	(19,267.00)	(19,267.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-2102-423-21-280-015-0-	113	JAIL COMMISSARY	PERM F/T EMPLOYEES	($14,690.16)
9-2102-423-21-280-015-0-	211	JAIL COMMISSARY	HEALTH INSURANCE	-
9-2102-423-21-280-015-0-	212	JAIL COMMISSARY	LIFE INSURANCE	-
9-2102-423-21-280-015-0-	220	JAIL COMMISSARY	FICA	($1,123.80)
9-2102-423-21-280-015-0-	230	JAIL COMMISSARY	RETIREMENT	($1,325.05)
9-2102-423-21-280-015-0-	250	JAIL COMMISSARY	UNEMPLOYMENT COMP	($73.45)
9-2102-423-21-280-015-0-	260	JAIL COMMISSARY	WORKER'S COMP	($29.38)
			2009 Budgetary Impact	($17,241.84)

2010 Budgetary Impact: ($18,422.68)

Possible Funding Sources: NO BUDGETARY IMPACT

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

2102-423-21-280-015-0

AI - 14761

JAIL COMMISSARY

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	113	INMATE INTERVENTION SPECIALIST	$42,550.00	$0.00	$42,550.00	0.05	$2,127.50	$0.00	$44,677.50	$44,678.00	$300.00	$0.00	$0.00	$0.00	$0.00	$44,978.00
0002	113	INMATE INTERVENTION SPECIALIST	$42,550.00	$0.00	$42,550.00	0.05	$2,127.50	$0.00	$44,677.50	$44,678.00	$0.00	$0.00	$0.00	$0.00	$0.00	$44,678.00
0004	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,170.55	$829.45	$25,411.00	$25,411.00	$420.00	$0.00	$0.00	$0.00	$0.00	$25,831.00
0005	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,170.55	$829.45	$25,411.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0006	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,170.55	$829.45	$25,411.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0007	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,170.55	$829.45	$25,411.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0008	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,170.55	$829.45	$25,411.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0009	113	COMMISSARY CLERK	$23,411.00	$0.00	$23,411.00	0.05	$1,171.00	$829.00	$25,411.00	$25,411.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,411.00
0010	113	ACCOUNTANT III	$43,284.00	$0.00	$43,284.00	0.05	$2,164.00	$0.00	$45,448.00	$43,630.00	$0.00	$0.00	$0.00	$0.00	$0.00	$43,630.00
0011	113	COMMISSARY SUPERVISOR	$27,300.00	$0.00	$27,300.00	0.05	$1,365.00	$635.00	$29,300.00	$27,300.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,300.00
~~0012~~	~~113~~	~~INMATE INTERVENTION SPECIALIST~~	~~$42,550.00~~	~~$0.00~~	~~$42,550.00~~	~~0.05~~	~~$2,128.00~~	~~$0.00~~	~~$44,678.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~	~~$0.00~~
0013	**113**	**COMMISSARY CLERK**	**$0.00**	**$25,411.00**	**$25,411.00**	**0**	**$0.00**	**$0.00**	**$25,411.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	$338,700.00	$25,411.00	$364,111.00		$16,935.75	$5,611.25	$386,658.00	$312,752.00	$720.00	$0.00	$0.00	$0.00	$0.00	$313,472.00

Approval to delete one vacant regular full time Inmate Intervention Specialist position, slot # 0012 budgeted at $44,678.00 and approval to create one new regular full-time Commissary Clerk postion, slot #0013 budgeted at $25,411.00. Pending Commissioners' Court approval.

HIDALGO COUNTY
SHERIFF'S OFFICE

Job Title: Inmate Intervention Specialist		**FLSA Status:**	**NON-Exempt**
Department: 280		**Civil Service Status:**	**NON-Exempt**

SUMMARY:

The Hidalgo County Sheriff's Inmate Intervention Specialist is responsible for planning, coordinating and overseeing the daily activities of programs and services for inmates housed in the Hidalgo County Adult Detention Center; oversee professional staff; recruiting, interviewing, selecting and monitoring volunteers; assisting with preparation of unit budget; preparing and submitting reports; and performing relating duties as required.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Plans and coordinates the daily activities of inmate programs and services at the jail;
- Oversees, trains and evaluates Instructors;
- Recruits, interviews, selects volunteers to provide services to inmates and monitors the work activities preformed by volunteers assigned to the jail;
- Troubleshoots and resolves problems associated with inmate programs and services;
- Compiles work unit cost estimates to attain financial and material support from outside agencies for inmate programs and services;
- Issues supplies and ensures accountability of issued supplies;
- Maintains daily, weekly and monthly performance and inmate attendance records;
- Develops, implements and revises the curriculum of GED and continuing education classes;
- Prepare lesson plans;
- Plans and coordinates the daily activities of programs for inmates in the Jail;
- Coordinates with community agencies to provide educational classes, supplies and special activities to program participants;
- Establishes potential human services referral sources and program resources by networking with community organizations and other government agencies;
- Counsels program participants and provides referral to human services agencies for assistance;
- Compiles and prepares annual statistical reports;

- Draft supporting policies, procedure and guidelines related to activities and programs implemented at the Jail;
- Obtain and provide resource information in health, social services, short-term individual counseling, community resource planning, crisis intervention, education and other referral resources for inmates;
- Conduct private interviews in evaluating inmates needs;
- Perform other related duties and assignments as needed;
- Adhere to all Hidalgo County Sheriff's Office policies;
- Coordinate and assist Clergy and inmate Religious activities;

QUALIFICATION REQUIREMENT:
To perform this job successfully, an individual must be able to perform each essential duty satisfactory. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions;

- Graduation from an accredited college or university with a Bachelor's degree.
- Excellent written and oral communication skills.
- Good communication and interpersonal skills.
- Ability to manage multiple projects.
- Bilingual is preferred.
- Willingness to travel and work evening and weekends when needed.

EDUCATION and/or EXPERIENCE

- Graduation from an accredited college or university with a minimum of a Bachelor's degree.

CERTIFICATES, LICENSES, REGISTRATIONS

- Applicant must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's insurance carrier
- Must possess a type 3 certificate issued by the EPA.

OTHER SKILLS AND ABILITIES

- Good knowledge basic adult education curriculum;
- Skills in administering inmate programs and services;
- Skills in understanding and applying jail standards;
- Ability to troubleshoot programmatic problems and correct deficiencies;

- Ability to establish and maintain effective working relationships with the public, co-workers, volunteers, inmates, inmate family, County employees and officials;
- Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons;
- Ability to understand and follow instructions;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems;
- Ability to speak and write in the English language;
- Ability to read and interpret documents such as safety rules handbooks, operating and safety instructions guidebooks and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees, the general public and organizations;
- Ability to speak and write in Spanish preferred;
- Ability solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral diagram or schedule forms;
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the HCSO;

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is required to stand, walk, talk and hear. The employee is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; climb or balance, stoop, kneel, crouch or crawl.

The employee must occasionally lift and/or move over twenty five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

The noise level in the work environment ranges from moderate to loud. It is dependant on the activities and demeanor of the inmates;

SAFETY REQUIREMENTS
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following;

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all departments' safety regulations.

HIDALGO COUNTY
SHERIFF'S OFFICE

Job Title: Commissary Clerk	**FLSA Status:**	**Non-Exempt**
Department: 280-015	**Civil Service Status:**	**Non-Exempt**

SUMMARY: Provides services to inmates involving the sale and distribution of commissary items, indigent welfare items, recreational and rehabilitation supplies to inmates detained at the Hidalgo County Jail.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Assist general public with any questions regarding inmate commissary system;
- May process information regarding the deposit of money into an inmate trust account for inmate use;
- Provides informal counseling to inmates regarding purchase procedures involving the inmate commissary system;
- May purchase products from approved vendors for sale in inmate commissary;
- Inventory, store, and control products purchased for resale;
- Maintain data records concerning the purchase of said items from vendors and items bought by inmates through the commissary system;
- Maintain records of all incidents and activities during the shift;
- May be assigned to assist in coordinating recreational programs for inmates;
- May be assigned to train new clerks in procedural aspects of job;
- Respond to inmate request forms;
- Will be involved in purchasing products for organizing church services, GED classes, substance abuse classes, Law Library;
- Regular attendance is a must;
- Ability to work well with others.

SUPERVISORY RESPONSIBILITIES

None

QUALIFICATION REQUIREMENT:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Applicant must pass an oral interview

and a background investigation. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or GED;
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must have a current valid Texas driver's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of laws, departmental policies, rules, regulations, instructions and correctional literature regarding the custody of persons;
- Ability to understand and follow instructions;
- Ability to write clear and concise reports and to maintain complete records as required;
- Ability to establish and maintain effective working relationships with other county employees, officials, inmates and the public.
- Ability to solve basic mathematic problems involving addition, subtraction, multiplication and division;
- Ability to use decimals and percentages in solving such problems.
- Ability to speak and write in the English language;
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals;
- Ability to write routine reports and correspondence;
- Ability to speak effectively before groups of employees or organizations;
- Ability to also speak and write in Spanish preferred.
- Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists;
- Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of the job.

While performing the duties of this job, the employee is required to stand, walk, talk, and hear. The employee is required to sit; use hands to finger, handle or feel objects, tools or controls; reach with hands and arms; stoop, kneel, crouch or crawl. Employee subdues and restrains uncooperative inmates, runs, climbs stairs, pushes heavy doors, handles and distributes heavy food/drink containers.

The employee must regularly lift and/or move up to ten (10) pounds, occasionally lift and/or move up to twenty-five (25) pounds, and in emergency situations, lift inmates with body weight ranging from 100 to 250 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision depth perception, and the ability to adjust focus. Employee utilizes all abilities to keep and maintain control of the inmates.

WORK ENVIRONMENT
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job.

While performing the duties of this job, the employee frequently works near moving mechanical parts such as the doors and gates throughout the jail. The employee is occasionally exposed to fumes and airborne particles. The risk of electrical shock is present because of the large amount of electrical equipment, which the officer encounters during the shift. The employee may be required to work outdoors or in areas where temperatures could exceed 100 degrees Fahrenheit or below 0 degrees Fahrenheit.

The noise level in the work environment ranges from moderate to loud. It is dependent on the activities and demeanor of the inmates.

SAFETY REQUIREMENTS
Maintain physical conditions appropriate to the performance of assigned duties and responsibilities which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment

Maintain mental capacity which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- Working closely with others
- Working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others

ACCIDENT PREVENTION PROGRAM
Required to follow all department’s safety regulations.

AI-14820 **22.A.4.**

Hidalgo County-Pest Control Services-Multiple Bid Award
CC REGULAR

Date:	04/07/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contracts to lowest multiple bidders meeting all specifications and/or requirements as attached hereto for: "Pest Control Services" within Hidalgo County-Bid No. 2009-010-03-04-ERT.

BACKGROUND

Contract No. C-09-010-04-07-Pro-Tech Pest Control
Contract No. C-09-010A-04-07-Orkin, Inc.
both documents sent to legal counsel for review as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-124-001-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 3/12/09 is $180.00 issued by Pct 4

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 3/12/09 is $70.00 issued by Pct 4

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-005-0-425
FUNDS AVAILABLE Y/N?: No **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 3/23/09 is $0.00 issued by Pct 4

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 3/12/09 is $20,483.00 issued by Buildings and Ground

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $910.00 issued by Pct 1

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $660.00 issued by Pct 1

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $130.00 issued by Pct 1

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-004-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/12/09 is $145.00 issued by Pct 1

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $240.00 issued by Pct 2

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-005-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $380.00 issued by Pct 2

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 3/11/09 is $240.00 issued by Pct 2

FISCAL YEAR: 2009 **ACCT. #:** 9-1212-452-00-122-008-0-425
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Available balance as of 3/11/09 is $1,260.00 issued by Pct 2

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-452-00-123-008-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/12/09 is $1,760.00 issued by Pct 3

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-004-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/12/09 is $620.00 issued by Pct 3

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-122-001-0-425

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

BUDGETARY IMPACT:

Available balance as of 3/11/09 is $190.00 issued by Pct 2

Attachments

Link: Recommendation Memo's,tabulation sheet and participation log

Link: Contract No. C-09-010-04-07-Pro-Tech Pest Control

Link: Contract No. C-09-010A-04-07-Orkin, Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 03:22 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 03:38 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/03/2009 07:32 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Eric Trevino Started On: 03/31/2009 02:29 PM

Final Approval Date: 04/03/2009

PURCHASING DEPARTMENT
County Of Hidalgo

RECEIVED
MAR 10 2009
By 10:55am

MEMORANDUM

TO: Daniel Flores, Director
Hidalgo County Buildings and Grounds

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Pro-Tech	Pest Control Services
2.) ORKIN	Bee Eradication
3.)	
Budget account # -	

Daniel Flores Buildings & Grounds 3/9/09

Authorized Signature | Printed Name | Department | Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

9- 1800-419-40-220-001-0-425

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Precinct No. 1
Attn: Noe Montez

FROM: Eric Trevino, Buyer E.T
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext. 4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech	Low Bid Meeting Specs
2.) ORKIN	Bee Eradication only
3.)	9-1201-431-00-121-005-0-425
Budget account # -	9-1211-452-00-121-013-0-425
	9-1100-432-00-121-001-0-425
	9-1201-431-00-121-004-0-425
	9-

Authorized Signature	Printed Name	Department	Date
	Noe Montez	PCT 1	3/11/09

RECEIVED
MAR 17 2009
12:13 pm

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

emailed again on the 12th of March for Correction

TO: Commissioner Hector "Tito" Palacios
Hidalgo County Precinct No. 2
Attn: Yolanda Cisneros

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) Pro-Tech Pest Control	Pest Control - Lowest bidder
2.) Oakin, Inc	Bee Eradication - Lowest bidder
3.)	

Budget account#'s 1100-432-00-122-001-0-425, 9-1200-431-00-122-004-0-425, 9-1202-431-00-122-005-0-425, 9-1202-431-00-122-006-0-425 & 9-1212-452-00-122-008-0-425

Yolanda Cisneros — Yolanda Cisneros — P.C. 2 — 3/13/2009
Authorized Signature — Printed Name — Department — Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Received 3/12/09

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Joe Flores
Hidalgo County Precinct No. 3
Attn: Norma Ceballos

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES".

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**
If you should have any questions or need additional information please contact me at (956) 318-2626 ext 4882

AWARD TO VENDOR(S):	**RECOMMENDATION (BASIS)**
1.) Tip-Top Pest Control	Lowest bid.
2.) Cintas, Inc.	Lowest bid in Bee Eradication
3.) Tip-Top Pest Control	Lowest bid in Termite Treatment
Budget account # -9-1215-452-00-137-008-0-475 & 7-1255-431-00-137-004-0-425	

Authorized Signature	Printed Name	Department	Date
J. Flores (VT)	J. M. Flores Jr.	P.C.#3	3/9/09

E-MAILED
Sheila C. Hall

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Oscar Garza
Hidalgo County Precinct No. 4
Attn: Juan M. Carranza

FROM: Eric Trevino, Buyer E.T.
Hidalgo County Purchasing Department

DATE: March 6, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-010-03-04-ERT
HIDALGO COUNTY - "PEST CONTROL SERVICES"

Attached you will find copies of the bids received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Monday, March 9, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 17, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext 4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) ProTech Pest Control	Base on Lowest price overall
2.) ORKIN, Inc.	Base on Lowest price on bees
3.) ProTech Pest Control	Base on Lowest price termite
Budget account # -	

Juan M. Carranza Juan M. Carranza Pct 4 3/23/09
Authorized Signature Printed Name Department Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: March 4, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY - PEST CONTROL SERVICES"

BID NO.: 2009-010-03-04-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Valley Pest Management Attn: Judith Abrecon	TR	ERT	02/17/09	PO Box 5041 McAllen, Tx 78502 (956) 668-7378 office (956) -fax valleypestmgt@aol.com
Terminix International Attn: Jared Anderson	BLM	ERT	02/17/09	8002 Westway Drive Harlingen, Tx 78550 (956)430-0700 office (956)421-3145-fax Tmx2410@terminix.com janderson@terminix.com
Pro-Tech Pest Control Attn: Raul Martinez	BLM	ERT	02/17/09	P.O. Box 4254 McAllen, Tx 78502 (956) 702-3876-office (956)702-7040-fax Ptpestcontrol@hotmail.com
Lone Star State Pest Control, Inc. Attn: Justin Ramsey	BLM	ERT	02/17/09	507 E. Schunior St. Edinburg, TX 78539 (956)383-2511 office (956)383-2516 fax (956)605-7378 cell lonestarpc@sbcglobal.net
Esparza Pest Control Attn: Rick Valderas	BLM	ERT	02/17/09	5602 S. Sugar Rd. Edinburg, TX 78539 (956)383-4621office (956)702-0000 fax service@epestinc.com
Mid-Valley Pest Control Attn: Benito Campos	BLM	ERT	02/17/09	8002 E. Curry Edinburg, Tx 78539 (956)383-2651 office (956)383-4220 fax Themartian12@sbcglobal.net
Orkin Pest Control Attn: John Zamora	BLM	ERT	02/17/09	222 Hanmore Blvd Harlingen, Tx 78550 (956)423-7196 office (956)412-1532 fax Jzamora1@orkin.com
Ecolab Inc. Attn: Dianne Ferris	EMR	ERT	02/17/09	370 Wabasha Street North – EUC 13 St. Paul, MN 55102-1390 (651) 293-2674 office (651) 293-2682 fax Dianne.ferris@ecolab.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO: 2009-010-03-04-ERT
TABULATION SHEET
2008-2009

DEPARTMENTS		VENDORS		
		PRO-TECH PEST CONTROL	ORKIN, INC	MID VALLEY PEST CONTROL
		PROPOSED 2009	PROPOSED 2009	PROPOSED 2009
Hidalgo County Buildings and Grounds	TOTAL PER MONTH	**$1,410.00**	$5,646.00	$2,130.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 1	TOTAL PER MONTH	**$170.00**	$417.00	$195.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 2	TOTAL PER MONTH	**$210.00**	$656.00	$230.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 3	TOTAL PER MONTH	**$150.00**	$475.00	$210.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Hidalgo County Precinct No. 4	TOTAL PER MONTH	**$80.00**	$236.00	$90.00
	ADDITIONAL SITES	$.02 /sq. ft	Upon inspection	.02 / sq. ft minimum of $40.00
Grand Total		**$2,020.00**	$7,430.00	$2,855.00
BEE ERADICATION		Real Call $400.00 False Call $50.00	**Real Call $90.00** **False Call $0.00**	Real Call $150.00 False Call $50.00
TERMITE TREATMENT		**$2.60 per linear ft. (LF)**	Upon request per treatment	$2.60 per linear ft. (LF) $225 minimum per treatment

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010-04-07

THIS CONTRACT is made and entered into this 7th day of **April, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Jose Raul Martinez, Jr. d/b/a Pro-Tech Pest Control** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, 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 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 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**, commencing on **May 13, 2009**, and expiring on **May 12, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the 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:	Pro-Tech Pest Control Attn: Raul Martinez P.O. Box 4254 McAllen, Texas 78502

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.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Pro-Tech Pest Control

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 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 No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   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 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-PEST CONTROL 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 Auditor's Office
  2808 S. Business Hwy 281
  Edinburg, Tx 78539
  (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 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 the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

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
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New 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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. 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) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services.** Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

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 next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

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 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:

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.

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 TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50 **ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
HIDALGO COUNTY PRECINCT NO. 1 SITES: 1. 1902 Joe Stephens- Weslaco, Texas 2. Precinct No. 1 Parks Office- Delta Lake & shop 3. Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx 4. Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx 5. Sunrise Hill- Pavilion, Weslaco, Tx 6. Veterans Park Facilities, Monte Alto, Tx 7. Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	**BILLING ADDRESS:** 1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
HIDALGO COUNTY PRECINCT NO. 2 SITES: 1. Corner of State & Birch- 301 E. State - Pharr 2. Corner of State & Corner Office- 329 E. State- Pharr 3. Mechanic Precinct No. 2 Shop- 329 E. State- Pharr 4. Cypress Street- 109 N. Cypress- Pharr 5. Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281 6. McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen 7. McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen 8. McAllen House- 301 E. Hackberry- #HSE- McAllen 9. Pharr-Lopezville-Rodriguez & Minnesota (RR) 10. Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	**BILLING ADDRESS:** 301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
HIDALGO COUNTY PRECINCT NO. 3 SITES: 1. Veteran Pavilion- 1 Mile South Inspiration Road- Mission 2. Barbecue House, 1 Mile South Inspiration Road- Mission 3. Los Ebanos Pavilion- Los Ebanos 4. Anzalduas Park Office, 6 Miles South Conway- Mission 5. Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission 6. Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd 7. Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	**BILLING ADDRESS:** 724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
HIDALGO COUNTY PRECINCT NO. 4 SITES: 1. Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx 2. Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx 3. Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx 4. Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	**BILLING ADDRESS:** 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1.	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2.	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	3.	Los Ebanos Pavilion- Los Ebanos, TX	$
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	**$**	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	**$**	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	**$**	**sq. ft.**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	**$**	**sq. ft.**
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	**$**	**sq. ft**
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	**$**	**sq. ft**
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds 2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____ $_____	$_____ $_____
TERMITE TREATMENT:	$_____ **per treatment**	

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____ FAX NUMBER:_____

E-MAIL ADDRESS:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____ TITLE:_____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

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

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

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

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

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

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

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

Adopted 08/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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)

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.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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

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 ► Date ►

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,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

2. The treaty article addressing the income.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

2. The United States or any of its agencies or instrumentalities,

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

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

BIDDER'S NAME: Pro-Tech Pest Control

ADDRESS: P.O. Box 4254

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE NUMBER: (956) 686-9998 FAX NUMBER: —

E-MAIL ADDRESS: ptpest control@hotmail.com

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Raul Martinez TITLE: OWNER

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$ 30	2	Courthouse 100 N. Closner Edinburg, Texas	$ 40	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 40
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 20	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 20	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 30
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 20	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$ 20	9	Extension Service 410 N. 13th Edinburg, Texas	$ 20
10	DPS 410 N. 13th Edinburg, Texas	$ 20	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 20	12	McAllen License 300 E. Hackberry McAllen, Texas	$ 20
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 30	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 20	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$ 20
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 30	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 20	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$ 40
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 30	20	Mission License 722 Breyfogle Mission, Texas	$ 20	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 20
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 20	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 30	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 20
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 20	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 50	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 50
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 30	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 50	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 20
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 20	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 60	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$ 20
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$ 20	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 40	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 40
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 20	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$ 20	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 20
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$ 10	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$ 20	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$ 140

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$ 20	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$ 20	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$ 30
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$ 30	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$ 20	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$ 30
49	Election Warehouse 317 N. Closner Edinburg, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$ 20	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$ 30	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$ 20
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$ 30	5.	Sunrise Hill-Pavilion Weslaco, Tx	$ 30	6	Veteran Park Facilities Monte Alto, Tx	$ 20
7	Collection Site (Under Construction) North of Sunrise Hill Park, Weslaco, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1.	Corner of State & Birch 301 E. State Pharr, Tx	$ 20	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$ 20	3.	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 20
4	Cypress Street- 109 N. Cypress Pharr, Tx	$ 20	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$ 30	6.	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$ 20
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$ 20	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$ 20	9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 20
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$ 20						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$ 20	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$ 20	3.	Los Ebanos Pavilion- Los Ebanos, TX	$ 20
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$ 20	5.	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$ 20	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$ 30
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$ 20						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 20	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 20	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$ 20
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$ 20						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 1410.00	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 170.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 210.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 150.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ .02	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 80.00	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ .02	sq. ft
ADDITIONAL SERVICES:		
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds	$ 400.00	$ 400.00
2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$ 50.00	$ 50.00
TERMITE TREATMENT: *	$ 2.60 L.F per treatment	

* Measured & priced by Linear Footage

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/03/2009

PRODUCER
Hooper & Hines Insurance
P.O. Box 551506
Dallas TX 75355-1506
(214) 327-6377

INSURED
Pro-Tech Pest Control
Jose Raul Martinez Jr.
P.O. Box 4254
McAllen TX 78502-4254

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 #
INSURER A: Tudor Insurance Co.	37982
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	
A		GENERAL LIABILITY	PGL780732	01/29/2009	01/29/2010	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[X] 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 $					$
		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	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
PEST CONTROL SERVICES PERFORMED BY THE INSURED

AI 016208

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARY MALDONADO
2802 S. HWY 281
EDINBURG, TEXAS 78539

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/25/2009

PRODUCER
Singleterry Insurance
3401 W. Alberta rd
Edinburg, texas 78539

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
Jose Raul Martinez Jr. DBA: Protech Pest Control
PO BOX 4254
Mcallen, Tx 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ALLSTATE INSURANCE	
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					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 300,000
		✓ SCHEDULED AUTOS	048799597	12/14/2008	12/14/2009		
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$ 500,000
		☐ NON-OWNED AUTOS					
		☐				PROPERTY DAMAGE (Per accident)	$ 500,000
		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	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

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 25 (2001/08)

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Mar 25 2009 3:57PM Singleterry Insurance Fee 9568831132 p.2

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-010A-04-07

THIS CONTRACT is made and entered into this **7th** day of **April, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Orkin, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Pest Control Services" (Bee Eradication Only)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, 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 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 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**, commencing on **May 13, 2009**, and expiring on **May 12, 2010** and may be extended at the sole discretion of the County for an additional two (2) year terms under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written

invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the 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:	Orkin, Inc. Attn: John Zamora 222 Hanmore Blvd. Harlingen, Texas 78550

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.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Orkin, Inc.

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PEST CONTROL SERVICES"
Bid No: 2009-010-03-04-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 9 pages.**
3. **Exhibit "A" Specifications consisting of 9 page.**
4. **Exhibit "B" Bid Page consisting of 5 page.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 pages.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment, consist of 1 page.**
10. **Draft Service Contract, consisting of 6 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

February 17, 2009
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

February 17, 2009

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Pest Control Services"**
Bid No: 2009-010-03-04-ERT

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No:2009-010-03-04-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"PEST CONTROL SERVICES"

BID OPENING DATE:

March 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY – PEST CONTROL SERVICES "**in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2009-010-03-04-ERT- HIDALGO COUNTY- PEST CONTROL SERVICES"** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas,**on or before 9:30 A.M, WEDNESDAY, MARCH 04, 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 No.-2009-010-03-04-ERT--HIDALGO COUNTY-PEST CONTROL SERVICES".**

   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 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-PEST CONTROL 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 Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 A.M.	**March 04, 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 the County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

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
"PEST CONTROL SERVICES"
BID NO.: 2009-010-03-04-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New 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"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "A"

HIDALGO COUNTY

"PEST CONTROL SERVICES"

BID NO. 2009-010-03-04-ERT

SPECIFICATIONS

SCOPE OF SERVICES:

The purpose of this purchase specification (hereinafter specification) is to place into operation a Comprehensive Pest Control Service. The terms and conditions of these specifications will be incorporated into and become an essential part of the contract between Hidalgo County and the Vendor. The scope of services shall consist of the vendor providing Comprehensive Pest Control Program for all flying or crawling insects, mammals', rodents etc. at designated County Facilities.

REQUIREMENTS/SPECIFICATIONS:

1. The Vendor shall furnish all labor, tools, materials and equipment necessary to accomplish the full treatment of pest control services for all areas and buildings specified herein including all rooms, closets, toilets, kitchens, hallways, stairwells, attics, elevators, plus any other building portion or part not specifically described herein.

2. Full treatment pest control services will include inspection and treatment for rats, mice, roaches, moths, ticks, silverfish, ants, earwigs, fleas, scorpions, spiders, wasps, crickets, flies, centipedes, millipedes and yellow jackets plus any other pests not specifically excluded from the contract both inside and outside. Rat and mouse infestations located in burrows in the ground adjacent to buildings are included. If any pests are discovered by County personnel, the Vendor will respond within 24 hours after notification to correct the situation.

3. When necessary to install rodent bait boxes, the Vendor will supply a written report to the County which indicates the box location, date of installation, and removal.

4. Services will be performed by the Vendor during regular hours of operation in the various buildings, except when special conditions require servicing to be done when a building or area is vacated after regular working hours or on weekends. There will be no additional charge for this service.

5. It is intended that the pest control service will be within Hidalgo County and shall have the option to be award to a "primary" and "secondary" vendor. Exhibit "A & B" lists the Hidalgo County sites to be serviced **with an option to add or delete sites.**

6. Walk through's may be scheduled upon Vendors request.

7. The Vendor shall furnish a copy of their current Structural Pest Control Business License with bid.

8. Prior to beginning work, vendor shall furnish Material Safety Data Sheets for all chemicals used in performance of the service.

9. Additional services include bee eradication and/or termite treatment.

10. Termite checks must also be included and findings provided to the Hidalgo County Buildings and Grounds Department Director; however, termite treatment will be done on an as-needed basis.

11. Termite Inspection/Control Treatment shall be on a per call basis.

12. Material, products and/or methods for termite control shall be in accordance with the State Structural Pest Control Board regulations.

13. Each pesticide product or device shall be registered by the EPA and/or the Texas Department of Agriculture for termite control and shall be approved by the Structural Pest Control Board.

14. Termite Control Work for subterranean Termite Post Construction Treatment, subterranean Termite Pre-Construction, Partial Treatment, and Spot Treatment, shall be in accordance with the Structural Pest Control Act.

15. Contractor shall submit a disclosure document Statement and cost Estimate as outlined by the State of Texas Structural Pest Control Board treatment Standards for Termite Control, to Hidalgo County Buildings and Grounds Department. Before conducting any termite treatment

16. Once Hidalgo County Buildings and Grounds have approved the Disclosure Document Statement and Cost Estimate, a purchase order will be issued by the Hidalgo County Purchasing Agent.

17. The vendor shall furnish all labor, materials, equipment, and supervision necessary for the eradication of bees as per calls referred to it by the Hidalgo County Health Department. It is specifically understood and agreed that all services provided under this agreement must be based upon calls received. On an as needed basis.

VENDOR RESPONSIBILITIES:

1. The Vendor must also inspect site for possible usage of habitat for nocturnal flying mammals, (Bats), without incurring any additional cost.

2. The Vendor is to coordinate all work with the Hidalgo County for the area being treated and with an inspection and service schedule at the start of the treatment program. A County representative must sign a service ticket to authenticate that service was performed at each building.

3. A copy of this signed statement must be included with each monthly invoice.

4. The Vendor is responsible for the implementation of the pest control programs required by this contract. The Vendor is responsible for providing pesticide applicators that have been trained and certified by a properly designated State lead agency as competent to handle and apply the classes of pesticide products necessary to implement the pest control programs required by this contract.

5. The Vendor is further responsible for the pest control programs required under this contract fully complying with the applicable Federal, State, and local pesticide laws and regulations within the legal jurisdiction that the premises covered by this contract are located.

6. The Vendor shall report to Hidalgo County any evidence or conditions conducive to pest infestation, which is not covered in the contract, at the time such condition is first noticed.

7. The Vendor shall provide one call-back service per month at no additional charge to Hidalgo County. Call-back service will be in request by Hidalgo County when previous treatment fails to control the pests specified herein.

8. 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) or other vendor. In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

VENDOR(S) QUALIFICATIONS:

1. Vendor must have been in the commercial structural pest control business for a minimum of three (3) years.

2. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

3. Provide documentation of applicable licenses, certification, and/or commercial experience for vendor, Certified Commercial Applicator, and Licensed Commercial Technician when requested by Hidalgo County. Hidalgo County reserves the right to request documentation at any time during the service period.

4. The vendor shall be Licensed and Regulated by the Structural Pest Control Board and Licensed and regulated under the Structural Pest Control Act.

SERVICE SCHEDULE:

1. At mutually agreeable dates, the contract awarded vendor shall meet with Hidalgo County to review and approve scheduling prior to begin service for Hidalgo County.

2. Vendor shall furnish Hidalgo County Buildings and Grounds a monthly schedule of dates and how many times the area was serviced.

3. Vendor shall be prepared to provide tentative dates and a schedule to accomplish the specified work.

4. **Revisions may be made in the event a building is added or deleted from the services**. Due to new Facilities becoming available during the term of this bid, listed sites will change.

5. Vendor will not perform any services or deliver any times until a purchase order number is assigned by the designated employee of the department. Vendor will reference contract number and purchase order number on all invoices submitted to Hidalgo County Auditor's Office. The County will not be held responsible for payment of items/services delivered without authorized purchase orders.

WORK HOURS:

1. All scheduled service shall be performed during the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday.

SPECIAL SERVICE DUE TO RE-INFESTATION:

1. Special service to address re-infestation shall be provided during or after hours, as requested by Hidalgo County.

2. Vendor shall respond to request for special service within 24 hours of notification and shall be provided at no additional cost to Hidalgo County until the infestation is under control or eliminated.

EMERGENCY SERVICE DUE TO RE-INFESTATION:

1. Emergency services due to re-infestation, defined as only those services which Hidalgo County considers to be hazardous or detrimental to employee health or negatively affect Hidalgo County operations, shall be provided under the regular monthly service at no additional cost to Hidalgo County.

2. Vendor shall respond to the request for emergency service and be on-site within four hours of notification by Hidalgo County when request is made between the hours of 8:00 AM and 5:00 PM. Emergency service will only be requested when the above definition is met, otherwise the re-infestation will be requested as a special service.

3. Inside and outside treatment shall include the placement of rat or rodent control bait in and around the building as required. Technician shall place bait in areas or devices that will prevent ingestion by other pets and not accessible to the public.

4. Vendor shall provide on an as-needed basis a minimum amount of two rodent trapping devices per building at no charge to Hidalgo County.

5. Vendor shall determine the type and quantity of chemicals and compounds and ensure that they are used in strict conformance with the manufacturer's instructions and specifically approved for areas in which they are to be used.

6. Vendor shall leave the work area clean and free of materials, debris, and vendor equipment to the satisfaction of the authorized Hidalgo County Representative. Vendor shall remove from the premises and dispose of all chemical containers and packaging used in performance of the service and properly dispose of dead rodents and pest in strict accordance with all applicable federal, state and local laws and regulations.

BUILDING RESTRICTIONS:

Parking:

1. Vendor shall make arrangements with the authorized Hidalgo County Representative prior to offloading equipment at the job site.
2. Vendor shall park only in parking spaces designated by the authorized Hidalgo County Representative.

Restrooms:

1. Restrooms shall not be used for washing of tools and equipment or the mixing and preparation of chemicals.
2. Vendor shall coordinate the mixing and preparation of chemicals with the representative.

Access:

1. Vendor shall make prior arrangements with the authorized representative for access to the building(s) for performance of the service.

TERM OF CONTRACT:

1. The Contract unit prices will remain firm for an initial of one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) year terms under the same rates, terms and conditions.

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 next contract term.

CONTRACT PRICE:

1. An individual Bid Price must be submitted for each building listed. Prices must be firm for the entire contract period and each consecutive contract period. Prices shall include travel cost.

2. Additional sites will be priced based on square footage.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the

rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

INVOICING:

1. All invoices submitted by Vendor must reference the purchaser order number(s) and contract number on the invoice. Hidalgo County will not pay invoices that are in excess of the amount authorized by the purchase order number.

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 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:

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.

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 TO (956) 292-7612 OR VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, February 25, 2009@ 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no later *than* **FRIDAY, February 27, 2009 @ 5:00 P.M..**

EXHIBIT "A"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
SERVICE SITE LIST

The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851, 289-7852 or 289-7855
956-318-2648- fax

1	Administration Building 100 E. Cano Edinburg, Texas	2	Courthouse 100 N. Closner Edinburg, Texas	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	5	Old Juvenile Detention 3100 S. Hwy 281 Edinburg, Texas	6	Precinct No. 3- Office (f/k/a La Mansion) 2401 N. Moorefield Mission, Texas
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	9	Extension Service 410 N. 13th Edinburg, Texas
10	DPS 410 N. 13th Edinburg, Texas	11	Health Department 1304 S. 25th Street Edinburg, Texas	12	McAllen License 300 E. Hackberry McAllen, Texas
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	15	McAllen Health 300 E. Hackberry McAllen, Texas
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	18	JP's, Constable Offices, Health & WIC Clinics 708 N. Edinburg St. Elsa, Texas
19	Health/WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Tx	20	Mission License 722 Breyfogle Mission, Texas	21	Weslaco License 1902 Joe Stephens Weslaco, Texas
22	Community Resource Center/WIC 6th Street San Carlos, Texas	23	Hidalgo Health/WIC Clinic 702 E. Tejano Hidalgo, Texas	24	JP Office 1902 Joe Stephens Weslaco, Texas
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	26	After Care Program (Bill Separately) 1711 N. Bridge Weslaco, Texas	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Texas	30	430th District Court 111 South 9th Street Edinburg, Texas
31	Community Resource Center 509 E. Earling Road San Juan, Texas	32	Restitution Center (Bill Separately) 1124 N. M Road Edinburg, Texas	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	35	Adult Probation Facility 3100 S. Bus. 281, Bldg.-B Edinburg, Tx	36	Administration Building (fka K-Mart Bldg) 2802 S. Bus. Hwy 281 Edinburg, Tx
37	JP'S AND CONSTABLES OFFICES 730 Breyfogle Mission, Texas	38	Boy's and Girl's Club 6th St. San Carlos, Texas	39	Progreso Resource Center 5 Miles South Bus. 83 on FM 1015 Progreso, Texas
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	42	Juvenile Justice Center(approx.140,000 sq. ft) 1001 N. Doolittle Edinburg, Texas
43	HIDTA Task Force -Offices 3100 S. Closner Edinburg, Tx	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, Tx	45	Buildings and Grounds -Storage (4 Buildings -9964 sq ft total) 3100 S Bus. 281, Bldgs. D-G Edinburg, TX
46	County Clerks- Document Storage (f/n/a Robert Chevrolet) 317 N. Closner Edinburg, Tx	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, Tx	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516
49	Election Warehouse 317 N. Closner Edinburg, Tx				

-OTHER COUNTY SITES:

50	**ADDITIONAL COUNTY BUILDINGS (PRICE PER SQ. FT./ MONTH)**	
	HIDALGO COUNTY PRECINCT NO. 1 SITES:	**BILLING ADDRESS:**
1.	1902 Joe Stephens- Weslaco, Texas	1902 Joe Stephens Weslaco, Texas 78596 Contact: Joseph Palacios/Noe Montez 956-968-8733
2.	Precinct No. 1 Parks Office- Delta Lake & shop	
3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear), Weslaco, Tx	
4.	Precinct No. 1 Two (2) each Portable Buildings at Sunrise Hill Park, Weslaco, Tx	
5.	Sunrise Hill- Pavilion, Weslaco, Tx	
6.	Veterans Park Facilities, Monte Alto, Tx	
7.	Collection Site (UNDER CONTRUCTION) North of Sunrise Hill Park, Weslaco Tx	
	HIDALGO COUNTY PRECINCT NO. 2 SITES:	**BILLING ADDRESS:**
1.	Corner of State & Birch- 301 E. State - Pharr	301 E. State Pharr, Texas 78577 Contact: Yolanda Cisneros 956-787-1891
2.	Corner of State & Corner Office- 329 E. State- Pharr	
3.	Mechanic Precinct No. 2 Shop- 329 E. State- Pharr	
4.	Cypress Street- 109 N. Cypress- Pharr	
5.	Las Milpas- Pharr- 3 Buildings- 6 2 Miles S. 281	
6.	McAllen Palmer Pavilion- 301 E. Hackberry #R- McAllen	
7.	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R- McAllen	
8.	McAllen House- 301 E. Hackberry- #HSE- McAllen	
9.	Pharr-Lopezville-Rodríguez & Minnesota (RR)	
10.	Office- El Gato Collection Site- El Gato Road East Of Tower- Alamo	
	HIDALGO COUNTY PRECINCT NO. 3 SITES:	**BILLING ADDRESS:**
1.	Veteran Pavilion- 1 Mile South Inspiration Road- Mission	724 N. Breyfogle Mission, Texas 78574 Contact Person: Norma Ceballos 956-585-4509
2.	Barbecue House, 1 Mile South Inspiration Road- Mission	
3.	Los Ebanos Pavilion- Los Ebanos	
4.	Anzalduas Park Office, 6 Miles South Conway- Mission	
5.	Hidalgo County Precinct No. 3 Office -724 N. Breyfogle- Mission	
6.	Hidalgo County Precinct No. 3 Office-7 Mile Line between Iowa and Texan Rd	
7.	Motor Pool (mechanic shop)- 7 Mile Line between Iowa and Texan Rd	
	HIDALGO COUNTY PRECINCT NO. 4 SITES:	**BILLING ADDRESS:**
1.	Precinct No. 4 Office- 1102 N. Doolittle- Edinburg Tx	1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112
2.	Precinct No. 4 Shop Office & Vehicle Service Area- 1102 N. Doolittle-Edinburg, Tx	
3.	Precinct No. 4 Recovery Center- 1102 N. Doolittle, Edinburg Tx	
4.	Precinct No. 4 Office -1051 N. Doolittle- Edinburg, Tx	

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
REQUEST FOR BID
"PEST CONTROL SERVICES"
RFB: 2009-010-03-04-ERT

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956-289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	STES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg. 100 E. Cano Edinburg, Texas	$	2	Courthouse 100 N. Closner Edinburg, Texas	$	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$	6	Precinct No. 3-Offices(f/n/a-La Mansion) 2401 N. Moorefield Mission, Texas	$
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$	8	Edinburg Health/WIC Clinics 3105 E. Richardson Edinburg, Texas	$	9	Extension Service 410 N. 13th Edinburg, Texas	$
10	DPS 410 N. 13th Edinburg, Texas	$	11	Health Department 1304 S. 25th Street Weslaco, Texas	$	12	McAllen License 300 E. Hackberry McAllen, Texas	$
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$	15	McAllen Health Clinic 300 E. Hackberry McAllen, Texas	$
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St. Elsa, Texas	$
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$	20	Mission License 722 Breyfogle Mission, Texas	$	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$	24	JP Office 1902 Joe Stephens Weslaco, Texas	$
25	Delta Bldg. (Old Jail) -Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$	30	430th District Court 111 South 9th Street Edinburg, Texas	$
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$	33	Horizon Building 224 N. 12 Ave. Edinburg, Texas	$
34	Bennet Building 216 N. 12 Ave. Edinburg, Texas	$	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$	36	Administration Building (fka K-Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$	38	Boy's and Girl's Club 6th St. San Carlos, Texas	$	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$
40	Old Carpenters Shop 219 E. Loeb Edinburg, Texas	$	41	Buildings and Grounds Office 3100 S. 281, Bldg.-D Edinburg, Texas	$	42	Juvenile Justice Center (approx. 140,000 sq ft.) 1001 N. Doolittle Edinburg, Tx	$

43	HIDTA Task Force -Offices 3100 S. Closner- Edinburg, TX	$	44	HIDTA Task Force -Storage 3100 S. Closner Edinburg, TX	$	45	Buildings and Grounds –Storage (4 Buildings -9964 sq. ft total) 3100 S. Bus. 281, Bldgs. D-G Edinburg, TX	$
46	County Clerks- Document Storage (f/n/a Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	47	Health/WIC/Tax & Planning Offices 722 Breyfogle Mission, TX	$	48	Multi-Purpose Facility (San Juan –CRC Tower bldg.) 1429 South Tower Road Alamo, Tx 78516	$
49	Election Warehouse 317 N. Closner Edinburg, Tx	$						

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1.	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	2.	Precinct No. 1 Parks Office- Delta Lake & Shop	$	3.	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$
4.	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park, Weslaco TX.	$	5.	Sunrise Hill-Pavilion Weslaco, Tx	$	6	Veteran Park Facilities Monte Alto, Tx	$
7	Collection Site (Under Construction) North of Sunrise Hill Park. Weslaco, Tx	$						

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E. State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	2.	Corner of State & Corner Office 329 E. State Pharr, Tx	$	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$
4.	Cypress Street- 109 N. Cypress Pharr, Tx	$	5.	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	6	McAllen Palmer Pavilion 301 E. Hackberry #R McAllen, Tx	$
7	McAllen Les Gilmore Kitchen- 301 E. Hackberry #R McAllen, Tx	$	8.	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	9.	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$						

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-4509

1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	2.	Barbecue House. 1 Mile South Inspiration Road- Mission, TX	$	3.	Los Ebanos Pavilion- Los Ebanos, TX	$
4.	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	5	Hidalgo Cty.Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	6.	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd. Mission, Tx	$
7.	Motor Pool (mechanic shop) 7 Mile Line between Iowa and Texan Rd Mission, TX	$						

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112		
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$	3	Hidalgo Cty. Pct. 4(Recovery Center) 1102 N. Doolittle Edinburg, Tx	$
4	Hidalgo Cty. Pct. 4 (New Offices) 1101 N. Doolittle Edinburg, Tx	$						

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$	sq. ft.
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$	sq. ft.
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$	sq. ft
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$	sq. ft
ADDITIONAL SERVICES:		

	PRICE PER EACH CALL	TOTAL PRICE
BEE ERADICATION:		
1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds	$_____	$_____
2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call".	$_____	$_____
TERMITE TREATMENT:	$_____ per treatment	

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____ FAX NUMBER: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"PEST CONTROL SERVICES"
RFB No.: 2009-010-03-04-ERT

EXHIBIT "C"

Insurance Requirements

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

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

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

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

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

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.

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. ( )
dba Name:	
Legal Name:	
Mailing Address:	Fax No. ( )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	Hispanic American	Women
Less than 499,000 annual gross receipt	Asian Pacific American	Other
More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

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)

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.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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
___ ___ – ___ ___ ___ ___ ___ ___ ___

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 ▶ Date ▶

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,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

2. The treaty article addressing the income.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

2. The United States or any of its agencies or instrumentalities,

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

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO: 2009-010-03-04-ERT
TABULATION SHEET

VENDOR

ORKIN, INC	
Hidalgo County Buildings and Grounds	**BEE ERADICATION ONLY** Price per Real Call $ 90.00 Price per False Call $ 0.00
Hidalgo County Precinct No. 1	
Hidalgo County Precinct No. 2	
Hidalgo County Precinct No. 3	
Hidalgo County Precinct No. 4	

EXHIBIT "B"
HIDALGO COUNTY
"PEST CONTROL SERVICES"
BID NO. 2009-010-03-04-ERT
BID PAGE

Hidalgo County Sites: The following listed sites are to be billed to:

Hidalgo County Building & Grounds
3100 S. Bus. 281, Bldg. D
Edinburg, Texas 78539
Contact: Daniel Flores 956 289-7850, 289-7851,289-7852, 289-7855
956-318-2648 fax

	SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)		SITES & ADDRESSES	PRICE (per month)
1	Administration Bldg 100 E. Cano Edinburg, Texas	$ 125.00	2	Courthouse 100 N. Closner Edinburg, Texas	$ 250.00	3	Courthouse, Annex I 100 N. Closner Edinburg, Texas	$ 50.00
4	Election's Office 101 S. 10th Ave Edinburg, Texas 78539	$ 59.00	5	Old Juvenile Detention 1300 S. Hwy 281 Edinburg, Texas	$ 125.00	6	Precinct No. 3-Office(f/k/a-La Mansion) 2401 N. Moorefield Mission, Texas	$ 69.00
7	DPS & JP Offices 1212 S. 25th Edinburg, Texas	$ 59.00	8	Edinburg Health/WIC Clinics 3103 E. Richardson Edinburg, Texas	$ 50.00	9	Extension Service 410 N. 13th Edinburg, Texas	$ 50.00
10	DPS 410 N. 13th Edinburg, Texas	$ 59.00	11	Health Department 1304 S. 25th Street Weslaco, Texas	$ 50.00	12	McAllen License 309 E. Hackberry McAllen, Texas	$ 50.00
13	San Carlos Warehouse E. 107 & 6 Street San Carlos, Texas	$ 59.00	14	Mission Health/WIC Clinic W. Old Hwy 83 & S. Breyfogle Mission, Texas	$ 50.00	15	McAllen Health Clinic 309 E. Hackberry McAllen, Texas	$ 50.00
16	Weslaco Health/WIC Clinic 1901 N. Bridge Weslaco, Texas	$ 50.00	17	Pharr Health/WIC Clinic 1905 Fir Street Pharr, Texas	$ 50.00	18	JP's, Constables offices & Elsa Health/WIC Clinics 708 N. Edinburg St Elsa, Texas	$ 50.00
19	Health & WIC Clinics Hwy. 83 1/4 Mi. W. of Town Light Sullivan City, Texas	$ 50.00	20	Mission License 722 Breyfogle Mission, Texas	$ 50.00	21	Weslaco License 1902 Joe Stephens Weslaco, Texas	$ 50.00
22	Community Resource Center/WIC 6th Street San Carlos, Texas	$ 50.00	23	Hidalgo Health/WIC Clinics 702 E. Tejano Hidalgo, Texas	$ 50.00	24	JP Office 1902 Joe Stephens Weslaco, Texas	$ 50.00
25	Delta Bldg. (Old Jail) - Storage Bldg 3100 S. Hwy 281, -C Edinburg, Texas	$ 250.00	26	After Care Program(Bill Separately) 1711 N. Bridge Weslaco, Tx	$ 59.00	27	Youth Village Boot Camp 1711 N. Bridge Weslaco, Texas	$ 125.00
28	Health /WIC Clinic 211 South Schuerbach Mission, Tx	$ 50.00	29	Rehab Center (Bill Separately) 1000 M. Road Edinburg, Tx	$ 125.00	30	430th District Court 111 South 9th Street Edinburg, Texas	$ 125.00
31	Community Resource Center 509 E. Earling Road San Juan, Texas	$ 59.00	32	Restitution Center(Bill Separately) 1124 N. M Road Edinburg, Tx	$ 125.00	33	Horizon Building 224 N. 12 Ave Edinburg, Texas	$ 125.00
34	Bennet Building 216 N. 12 Ave Edinburg, Texas	$ 125.00	35	Adult Probation Facility 3100 S. Bus. 281, Bldg. -B Edinburg, Texas	$ 49.00	36	Administration Building (fka K Mart Building) 2802 S. Bus. 281 Edinburg, Texas	$ 190.00
37	JP'S & Constables offices 730 Breyfogle Mission, Texas	$ 59.00	38	Boy's and Girl's Club 4th St San Carlos, Texas	$ 59.00	39	Progreso Resource Center 5 Mile South Bus. 83 on FM 1015 Progreso, Texas	$ 50.00
40	Old Carpenters Shop 219 E. Toeh Edinburg, Texas	$ 59.00	41	Buildings and Grounds Office 3100 S. 281, Bldg -D Edinburg, Texas	$ 49.00	42	Juvenile Justice Center (approx. 140,000 sq ft) 1601 N. Doolittle Edinburg, Tx	$ 1800.00

43	HIDTA Task Force Offices 3109 S. Closner Edinburg, TX	$	50.00	44	HIDTA Task Force -Storage 3109 S. Closner Edinburg, TX	$	20.00	45	Buildings and Grounds - Storage (4 Buildings - 9961 sq. ft. total) 3109 S. Business 281, Bldgs. D-G Edinburg, TX	$ 150.00
46	County Clerk - Document Storage (Delia Robert's Chevrolet) 317 N. Closner Edinburg, Tx	$	50.00	47	Health WIC, Tax & Planning Offices 724 Breyfogle Mission, TX	$	69.00	48	Multi Purpose Facility (San Juan CRC Tower Bldg.) 1420 South Tower Road Alamo, Tx 78516	$ 69.00
49	Election Warehouse 317 N. Closner Edinburg, Tx	$	150.00							

HIDALGO COUNTY PRECINCT NO. 1 SITES:

BILL TO ADDRESS:
1902 Joe Stephens
Weslaco, Texas 78596
Contact: Joseph Palacios 956-968-8733

1	Precinct No 1 Office 1902 Joe Stephen Weslaco, Texas	$	50.00	2	Precinct No. 1 Parks Office- Delta Lake & Shop	$	59.00	3	Precinct No. 1 Shop- 1902 Joe Stephens (Rear)	$ 59.00
4	Precinct No. 1 (Two 2 each) Portable Buildings at Sunrise Hill Park Weslaco TX	$	50.00	5	Sunrise Hill-Pavilion Weslaco, Tx	$	90.00	6	Veteran Park Facilities Monte Alto, Tx	$ 59.00
7	Collection Site (Under Construction) North of Sunrise Hill Park. Weslaco, Tx	$	50.00							

HIDALGO COUNTY PRECINCT NO. 2 SITES:

BILL TO ADDRESS:
301 E State
Pharr, Texas 78577
Contact: Yolanda Cisneros 956-787-1891

1	Corner of State & Birch 301 E. State Pharr, Tx	$	59.00	2	Corner of State & Corner Office 329 E. State Pharr, Tx	$	59.00	3	Mechanic Precinct No. 2 Shop- 329 E. State Pharr, Tx	$ 59.00
4	Cypress Street- 109 N. Cypress Pharr, Tx	$	59.00	5	Las Milpas- 3 Buildings 6 ½ Miles S. 281 Pharr, Tx	$	125.00	6	McAllen Palmer Pavilion 301 E. Hackberry #8 McAllen, Tx	$ 59.00
7	McAllen Les Gilmore Kitchen 301 E. Hackberry #8 McAllen, Tx	$	59.00	8	McAllen House 301 E. Hackberry- #HSE- McAllen, Tx	$	59.00	9	Lopezville Rodriguez & Minnesota (RR) Pharr, Tx	$ 59.00
10	Office- El Gato Collection Site El Gato Road East of Tower Alamo, Tx	$	59.00							

HIDALGO COUNTY PRECINCT NO. 3 SITES:

BILL TO ADDRESS:
724 N. Breyfogle
Mission, Texas78574
Contact Person: Norma Ceballos 956-585-1509

1	Veteran Pavilion 1 Mile South Inspiration Road- Mission, TX	$	90.00	2	Barbecue House, 1 Mile South Inspiration Road- Mission, TX	$	59.00	3	Los Ebanos Pavilion Los Ebanos, TX	$ 90.00
4	Anzalduas Park Office 6 Miles South Conway Mission, Tx	$	59.00	5	Hidalgo Cty. Pct No. 3 Office 724 N. Breyfogle Mission, TX	$	59.00	6	Hidalgo County Pct. 3 Office 7 Mile Line Between Iowa & Texan Rd Mission, Tx	$ 59.00
	Motor Pool (mechanic Shop) 1 Mile Line between Iowa and Texan Rd Mission, TX	$	59.00							

HIDALGO COUNTY PRECINCT NO. 4 SITES:						BILLING ADDRESS: 1102 N. Doolittle Road Edinburg, Texas 78541 Contact: Gloria Beltran 956-383-3112	
1	Hidalgo Cty. Pct. 4 (Office) 1102 N. Doolittle Edinburg, Tx	$ 59.00	2	Hidalgo Cty. Pct. 4(Shop Office & Vehicle Service Area) 1102 N. Doolittle Edinburg, Tx	$ 59.00	3 Hidalgo Cty. Pct. 4(Recovery Center) 1302 N. Doolittle Edinburg, Tx	$ 59.00
4	Hidalgo Cty. Pct. 4 (Sea Offices) 1101 N. Doolittle Edinburg, Tx	$ 59.00					

LUMP SUM MONTHLY PRICES AND ADDITIONAL SITES PER SQ/FT	$ —	
TOTAL PRICE PER MONTH- HIDALGO COUNTY SITES:	$ 7371.00	
UNIT PRICE FOR THE **ADDITION** OF AN HIDALGO COUNTY SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 1:	$ 4171.00 ~~sq. ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 1 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 2:	$ 656.00 ~~sq. ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 2 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 3:	$ 475.00 ~~sq. ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 3 SITE:	$ upon inspection sq. ft.	
TOTAL PRICE PER MONTH- HIDALGO COUNTY PRECINCT NO. 4:	$ 236.00 ~~sq. ft.~~	
UNIT PRICE FOR THE **ADDITION** OF A PRECINCT NO. 4 SITE:	$ upon Inspection sq. ft.	
ADDITIONAL SERVICES: Bird, Bat Control	upon Request	
	PRICE PER EACH CALL	**TOTAL PRICE**
BEE ERADICATION: 1. Fees for extermination/handling of "live bees" for the County, each call being a "real call" confirmed by the Hidalgo County Buildings and Grounds	$ 90.00	$
2. Fees for calls that do not require extermination/handling of "live bees" for the County each call being a "false call"	$ 0	$
TERMITE TREATMENT:	$ upon Request per treatment	

BIDDER'S NAME: ORKIN INC

ADDRESS: 222 Hammon Blvd

CITY/STATE/ZIP CODE: Harlingen, Tx 78550

PHONE NUMBER: 956-423-7192 FAX NUMBER: 956-412-1532

E-MAIL ADDRESS: JZAMORA1@ORKIN.COM

AUTHORIZED SIGNATURE: John Zamora

PRINTED NAME: John ZAMORA TITLE: Acct Manager

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE Page 1 of 2

DATE 12/15/2008

PRODUCER

Willis North America, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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#
INSURER A : Discover Property and Casualty Insurance	36463-002
INSURER B : ACE Property & Casualty Ins. Co.	20699-001
INSURER C : Old Republic Insurance Company	24147-001
INSURER D :	
INSURER E :	

INSURED
Rollins, Inc./Orkin, Inc./Orkin Commercial Services
2170 Piedmont Rd. NE
Atlanta, GA 30324

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	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR ☒ Pesticide/Herbicide Coverage ☐ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC	D0DML00114	1/1/2009	1/1/2010	EACH OCCURRENCE	$1,000,000
						DAMAGES TO RENTED PREMISES (Ea occurrence)	$1,000,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$1,000,000
						PRODUCTS-COMP/OP AGG	$1,000,000
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ ☐	D004A00933	1/1/2009	1/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$3,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ☐ ANY AUTO ☐				AUTO ONLY-EA ACCIDENT	$
						EA ACC	$
						AGG	$
B		EXCESS LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☒ RETENTION $50,000	XDOG24636297	1/1/2009	1/1/2010	EACH OCCURRENCE	$5,000,000
						AGGREGATE	$5,000,000
							$
							$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	MWC115757700	1/1/2009	1/1/2010	X WC STATU-TORY LIMITS / OTH-ER	
						E.L. EACH ACCIDENT	$2,000,000
						E.L. DISEASE - EA EMPLOYEE	$2,000,000
						E.L. DISEASE - POLICY LIMIT	$2,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Excess Workers Compensation
Carrier: Old Republic Insurance Company
Policy Numbers: MWFEX135 FL Excess WC and MWXS858 Excess WC for All Other States
Policy Term: 1/1/2009 to 1/1/2010
Limits: $1,000,000 E.L. Each Accident Limit
$1,000,000 E.L. Disease – Each Employee Limit
$1,000,000 E.L. Disease – Policy Limit

CERTIFICATE HOLDER

Evidence of Insurance

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

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AI-14857 **22.A.5.**

Commercial Account Policy

CC REGULAR

Date:	04/07/2009
Submitted By:	Ovidio Gonzalez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Discussion, consideration and action in connection with adopting and approving the proposed draft of the Hidalgo County Commercial Account use Policy, Guidelines and Procedures.

BACKGROUND

Please see attached Commercial Account Policy.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:43 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:48 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 02:02 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Ovidio Gonzalez			Started On: 04/01/2009 03:03 PM	
Final Approval Date: 04/03/2009				

AI-14889 **22.A.6.**

Request approval Advertise and auction Abandoned and Unclaimed List # 32
CC REGULAR

Date:	04/07/2009
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to advertise and approve to auction Abanadoned and Unclaimed items on the auction List # 32. As set forth under Texas Local Government Code, Section 263.152.(a)(1) as detailed on exhibit "A" and attached hereto.

BACKGROUND

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:

Available Balance as of 4-3-09 $48,924.75

Attachments

Link: Auction List # 32

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 02:42 PM	APRV
2	Purchasing Department	Marty Salazar	04/02/2009 03:22 PM	APRV
3	Budget & Management	Ivan Cantu	04/02/2009 03:39 PM	APRV
4	Ivan Cantu	Ivan Cantu	04/03/2009 08:31 AM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Lisa Vela Started On: 04/02/2009 10:02 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY SHERIFF'S OFFICE
AUCTION #32

PURDUSANT TO ARTICLE 18/17 . T.C.C.P. . THE HIDALGO COUNTY SHERIFF'S OFFICE IS HEREBY GIVING NOTICE TO OWNERS OF THE ABANDONED AND UNCLAIMED PROPERTY LIST BELOW , THAT IF SUCH PROPERTY IS NOT CLAIMED WITHIN THREE (3) MONTHS FROM THE DATE OF THIS PUBLICATION, SUCH PROPERTY WILL BE SOLD.

THE PROPERTY WILL NOT BE RETURNED TO AN INDIVIDUAL WITHOUT PROOF OF OWNERSHIP AND A CASE REPORT ACCOMPANYING COPY OF POLICE REPORT FROM THE PROPER LAW ENFORCEMENT AGENCY MADE AT THE TIME OF THE OFFENSE. ANYONE WHO BELIEVES HIS OR HER PROPERTY MAY HAVE BEEN RECOVERED BY THE SHERIFF'S OFFICE SHOULD CONTACT THE EVIDENCE TECHNICIAN, MONDAY THROUGH FRIDAY, 8:00 A.M. TO 5:00 P.M. AT (956)-383-8114.

1.	BLACK SPEAKER BOX DUAL SPEAKERS	05-28265
2.	KENWOOD CAR STEREO	07-41287
3.	GPX STEREO W/SPEAKERS	06-13932
4.	BLACK AMPLIFIER 1000 WATTS	06-10078
5.	VENTURER 5CD STEREO W/SPEAKERS	07-11917
6.	SONY CAR STEREO (CD PLAYER)	07-11917
7.	SATURN CAR STEREO	07-11917
8.	FORD STEREO	07-11917
9.	FORMULA STEREO (CD PLAYER)	07-11917
10.	JVC CAR STEREO (CD PLAYER)	07-11917
11.	XTREME SOUND CAR STEREO (CD PLAYER)	07-11917
12.	SONY CAR STEREO (CD PLAYER)	07-11917
13.	COUGAR CAR STEREO	07-11917
14.	JVC CAR STEREO FACE PLATE	07-11917
15.	JVC CAR STEREO FACE PLATE	07-11917
16.	RCA 3CD STEREO	07-11917
17.	DURABRAND TV	07-11917
18.	MAGNAVOX TV	07-11917
19.	DURABRAND TV	07-11917
20.	EMERSON STEREO	07-11917
21.	RED ICE CHEST W/ VARIOUS TOOLS	07-40393
22.	PLAYSTATION W/WIRES, CONTROLLERS	07-38539
23.	RYOBI FLASHLIGHT	
24.	SKIL 12VOLT DRILL	07-11917
25.	GREY TOOLBOX W/ MISC. TOOLS	07-11917
26.	400AMP BATTERY CHARGER	07-11917

27. BLACK & DECKER BITS SET	07-11917
28. BLACK & DECKER DRILLING, SCREWDRIVING SET	
29. MASTER CRAFT TOOLBOX W/TOOLS	07-11917
30. CRAFTSMAN TOOL BOX W/TOOLS	07-11917
31. SKILSAW 2 1/8 HP	
32. COLEMAN 250PSI COMPRESSOR	07-16722
33. MAKITA GRINDER	07-11917
34. PANASONIC TV	07-11917
35. SEARS BATTERY CHARGER	07-11917
36. BLACK & DECKER TOOL BAG W/TOOLS	07-11917
37. MAKITA CIRCULAR SAW	07-11917
38. ADMIRAL TV	07-11917
39. MITSUMI KEYBOARD	07-11917
40. DEWALT ROUTER	07-11917
41. PORTER CABLE STAPLE GUN	07-11917
42. CRAFTSMAN STAPLE GUN	07-11917
43. CAMPBELL IMPACT WRENCH	07-11917
44. SPOTNAILS NAIL GUN	07-11917
45. PORTER CABLE NAIL GUN	07-11917
46. DUO-FAST NAIL GUN	07-11917
47. SPOTNAILS NAIL GUN	07-11917
48. PORTER CABLE NAIL GUN	07-11917
49. PORTER CABLE NAIL GUN	07-11917
50. BLACK & DECKER JIGSAW W/CASE	07-11917
51. DUO-FAST NAIL GUN	07-11917
52. BLACK & DECKER FINISHING SANDER	07-11917
53. BLACK & DECKER SANDER	07-11917
54. SKIL SAW CIRCULAR SAW	07-11917
55. FEATHER LITE WEEDEATER	07-11917
56. MINI STORAGE TV	07-11917
57. SONY XPLOD AMPLIFIER	07-11917
58. STINGER CHISEL SET	07-11917
59. JBL SPEAKER	07-11917
60. 2-SONY DVD BURNERS, 2-REMOTES	07-11917
61. GALAXY CB RADIO	07-11917
62. PUNCH SPEAKER W/BOX	07-11917
63. BLUE GRINDER W/LIGHT	07-11917
64. MAGNAVOX TV	07-11917
65. VCR PHILIPS	07-11917
66. GREEN GRINDER W/CASE	07-11917
67. BLACK & DECKER GRINDER	07-11917
68. COLEMAN POWER INVERTER	07-11917
69. POWERLINE INVERTER	07-11917
70. LEGACY AMPLIFIER	07-11917
71. RCA VCR	07-11917
72. RCA VCR	07-11917

73. PIONEER AMPLIFIER	07-11917
74. SAMSUNG VCR	07-11917
75. 6’ CAR POLISHER	07-11917
76. RUSTED TOOL BOX W/TOOLS	07-11917
77. BLACK & DECKER GRINDER	07-11917
78. MEMOREX VCR	07-11917
79. WELDING HELMET	07-11917
80. DURABRAND SMALL RADIO	07-11917
81. 2-RCA SPEAKERS	07-11917
82. GREEN GRINDER	07-11917
83. GALAXY CB RADIO	07-11917
84. BLACK TOOLBOX W/TOOLS	07-11917
85. CIRCULAR SAW MILWAUKEE	
86. MONITOR SMILY	
87. SPEAKER BOX PIONEER	
88. CPU CONTINENTAL	
89. ARC WELDER	
90. BLACK CD CASE W/CD’S	
91. BLACK CD CASE W/CD’S	
92. BLACK CD CASE W/CD’S	
93. BLACK CD CASE W/CD’S	
94. BLACK CD CASE W/CD’S	
95. CD VISER W/CD’S	
96. BLUE CD CASE W/CD’S	
97. PURPLE CASE W/CD’S	
98. ASYLUM GRAPHIC CARD	07-09008
99. 2-BLACK WHEELS	07-21757
100. 4-SILVER RIMS W/TIRES	07-21757
101. BISSELL VACUUM CLEANER	07-36306
102. HOOVER VACUUM CLEANER	07-36306
103. JENSON SMALL TV	07-36306
104. RCA BOOMBOX (SILVER)	07-36306
105. COTTON CANDY MAKER	07-36306
106. MVP BLUE BAG	07-36306
107. RED/BLUE PRE-K BAG	07-36306
108. CRAFTSMAN LAWNMOWER	07-38920
109. PANCAKE COMPRESSOR 2HP	
110. TRONICS TV	
111. BLACK TOOLBOX W/TOOLS	07-00396
112. RED CRAFTSMAN TOOLBOX W/TOOLS	
113. STANLEY TOOLBOX W/TOOLS	06-00735
114. 13’ DAEWOOD TV	06-22379
115. 19’ ORION BLACK TV	06-22379
116. BLUE AIR COMPRESSOR	07-11917
117. DAYTONA TIRE W/RIM	
118. HUFFY MOUNTAIN BIKE	07-11917

119. 18 SPEED ROADMASTER BIKE	07-11917
120. BLUE ROADMASTER BIKE	07-11917
121. DEWALT DRILL	06-35053
122. BOX W/ASSORTED DVD'S	07-09008
123. SKIL SAW W/CASE	06-32773
124. MAKITA DRILL	07-09008
125. KENWOOD STEREO	06-32773
126. BLACK CD CASE W/CD'S	
127. ZENITH TV	07-11917
128. ROLAND PRO LAWNMOWER	07-11917
129. AIR COMPRESSOR	07-11917
130. AIR COMPRESSOR	07-11917
131. HOMELITE WEEDEATER	07-11917
132. RYOBI WEEDEATER	07-11917
133. JACK	07-11917
134. ECHO WEEDEATER	06-32773
135. JACK	07-11917
136. SNAPPER WEEDEATER	06-32773
137. TYPEWRITER	07-08064
138. JIG SAW	06-06927
139. TELESCOPE	07-08064
140. 5 – EXTENSION CORDS	
141. HEWLETT PACKARD MONITOR AND KEYBOARD	
142. A/C UNIT (WINDOW)	
143. METAL DETECTOR	06-20735
144. BLACK WHIRLPOOL STOVE	06-13486
145. BLACK WHIRLPOOL DISH WASHER	06-13486
146. BMX 4 – WHEELER	06-10877
147. WEST COAST CHOPPER BIKE	06-18332
148. 3 – FISHING POLES	06-13577
149. BLUE BIKE	06-21823
150. SONUS BIKE	06-21823
151. NEXT BIKE	06-24683
152. MONGOOSE BIKE	06-21823
153. SILVER BIKE	06-21823
154. BLUE/SILVER BIKE	06-21823
155. HAWK BIKE	06-21823
156. BLACK BIKE	06-21823
157. PINK BIKE	06-21823
158. BLUE BIKE (PARTIAL)	06-21823
159. SMALL MONGOOSE BIKE	06-21823
160. YELLLOW MONGOOSE	06-21823
161. PACIFIC BIKE	
162. WHITE BIKE	
163. CHOPPER BIKE	
164. NEXT BIKE	

165. NEXT BIKE
166. KENT BIKE
167. GREEN HUFFY BIKE
168. BLACK NEXT BIKE
169. SCHWINN BIKE
170. CRAFTSMAN BLOWER
171. 4 – LEVELERS
172. WELDING HOSE W/GUAGE
173. 14 – PLAYSTATION 2 GAMES
174. PLAYSTATION SYSTEM W/2 CONTROLS 08-6598
175. AKAI TV 32’
176. BRIGGS STRATON LAWN MOWER
177. AUDIO VOX DVD PLAYER 06-28249
178. SAMSUNG DIGITAL PLAYER
179. PANASONIC DVD HOME THEATER
180. SHARP FLAT PANEL THEATER SYSTEM
181. MAKITA SAW W/CASE
182. MAKITA SAW W/CASE
183. TABLE SAW
184. AIR COMPRESSOR (CAMPBELL)
185. NAIL GUN HITASHI
186. GIBSON 16 PL DISHSET
187. BASKET W/ASSORTED DISHES/ WALL CLOCK
188. PHILIPS CD PLAYER/ STEREO/ 2- SPEAKERS
189. OZONE BIKE
190. RENEGADE BIKE
191. ROCK IT BIKE
192. ROCK IT BIKE
193. BLUE COLUMBIA BIKE
194. CHAOS BIKE
195. FUGITIVE BIKE
196. COBRA BIKE
197. QUANTUM LAWN MOWER
198. MAGNA BIKE
199. TALLSMAN BIKE
200. ALL TERRAIN SHOCK BIKE
201. ALL TERRAIN
202. MURRAY
203. BLACK BIKE
204. RALIEGH BIKE
205. MITSUBISHI 45’ TV
206. ROADMASTER BIKE 05-39480
207. GOLD BIKE 06-00566
208. MAROON BIKE 05-40982
209. PURPLE MANGOOSE BIKE 05-36714
210. BLUE MAGMA BIKE 05-33582

211. PURPLE GIRLS BIKE	05-32270
212. EX GAMES RED BIKE	06-34875
213. NEXT BIKE	05-30763
214. PINK HARVERT BIKE	05-33064
215. HUFFY LT BIKE	06-34200
216. MGX BIKE	05-30338
217. ROADMASTER BIKE	06-00422
218. XR 25 MONGOOSE	07-28483
219. 2-DB SPEAKER W/ SPEAKER BOX	06-35053
220. RYOBI CASE	06-35053
221. WELDING HELMET W/GLOVES	
222. WEIGHT BENCH	05-19323
223. 4- EXTENSION CORDS	
224. TILE CUTTER	06-33643
225. SATELLITE	
226. RULANA BIKE	07-16722
227. SANYO 25’ TV	06-34803
228. BEIGE AIR CONDITIONER WINDOW UNIT	08-12929
229. BLACK CD CASE W/CD’S	05-29740
230. REALISTIC AM/FM TUNER	08-13399
231. SONY CD STEREO	06-34803
232. ROADMASTER BIKE	06-27746
233. QUANTUM LAWNMOWER	06-34803
234. BISSELL VACUUM CLEANER	08-10314
235. WINDOW A/C UNIT	08-17406
236. WHIRLPOOL WINDOW A/C UNIT	07-28139
237. SEARS A/C UNIT	07-27378
238. SONY TV	07-36306
239. ORION TV	
240. RED TOOLBOX W/TOOLS	
241. RIDGID VACUUM CLEANER	08-20620
242. BRIGGS & STRATTON LAWNMOWER	07-34930
243. BRIGGS & STRATTON LAWNMOWER (RED)	
244. MARRAY LAWNMOWER	
245. PACIFIC PURLE BIKE	
246. YELLOW RHINO BIKE	
247. SCHWINN CHOPPER BIKE	06-09762
248. TEMPO MEN’S BIKE	06-277792
249. TEMPO BIKE	
250. ALUMINUM MONGOOSE BIKE	
251. RED NEXT BIKE	
252. RED MURRAY LAWNMOWER	
253.12 VOLT BATTERY CHARGER	06-28945
254. FEATHER LITE WEED EATER	06-34803
255. RED SCOOTER	07-27126
256. SANTA CLAUS TOY	06-33198

257. RIM W/TIRE	
258. 6-RIMS W/TIRES	
259. MAGNAVOX DVD PLAYER	07-41379
260. GRAY AMPLIFIER	06-40517
261. BRIGGS & STRATTON POWER WASHER	
262. MURRAY LAWNMOWER	04-13492
263. BRIGGS & STRATTON LAWNMOWER	06-08239
264. SIMONIZ POWER WASHER	06-36446
265. HONDA POWER WASHER	
266. COLEMAN AIR COMPRESSOR	
267. CAMPBELL AIR COMPRESSOR	
268. DURABRAND STEREO	06-06927
269. LINCOLN ARC WELDER	06-08880
270. BLUE FLOOR JACK 3 ½ TON	08-22134
271. HAMMER	06-20635
272. CURL BAR	06-12366
273. RED BOLT CUTTERS	06-07779
274. RED PIPE WRENCH	06-12183
275. YELLOW W/BLACK BOLT CUTTERS	06-13983
276. RED POST HOLE	06-02281
277. YELLOW HANDSAW	06-02281
278. SLEDGEHAMMER, IRON CROWBAR	06-12038
279. CROWBAR	06-15023
280. 2- HAMMERS, 2- SCREWDRIVERS	06-24723
281. DEMARINI TEE-BALL BAT	06-25558
282. BLACK CROWBAR	06-21887
283. SILVER & BLACK HAX-SAW	06-12287
284. 2- SCREWDRIVERS	06-09724
285. 8MM HANDGUN	05-06314
286. T-PIPE (METAL)	06-08419
287. HAX-SAW	
288. METAL HAMMER	06-23862
289. COMPANION ELECTRIC GRINDER	05-30148
290. RED & BLACK HAND AXE	05-30148
291. SLEDGE HAMMER	05-30148
292. PICK- AXE	05-30148
293. MFC FAX MACHINE	
294. HOMELITE CHAINSAW	07-11917
295. ROUTER	07-11917
296. RYOBI LEAF BLOWER	08-25698
297. CRAFTSMAN ELECTRIC TILLER	08-18130
298. FEATHERLITE WEEDEATER	07-37703
299. SPEAKER BOX W/SPEAKER	08-14124
300. SPEAKER BOX W/SPEAKER	
301. GOLF CLUB	06-39637
302. 33’ PANOSONIC TV	07-16722

303. YELLOW SHOT CREEPER	
304. GOLF CLUB	
305. PICK- AXE	06-24238
306. PIONEER CAR STEREO	
307. PLAYSTATION 2 SYSTEM W/ 1 CONTROLLER	07-21757
308. MEMOREX DVD PLAYER	
309. RED TOOLBOX W/TOOLS	08-24272
310. YELLOW TOOLBOX W/TOOLS	08-24272
311. MECRIK LCD COLOR MONITOR	08-24272
312. SONY DVD PLAYER	08-24272
313. EMERSON DVD/VCR COMBO	08-24272
314. CYBERHOME DVD PLAYER	08-24272
315. MAGNAVOX DVD/VCR COMBO	08-24272
316. BLACK CRAFTSMAN TOOLBOX W/TOOLS	
317. MURRAY LAWNMOWER	08-24272
318. CAMPBELL AIR COMPRESSOR	08-24272
319. CRAFTSMAN AIR COMPRESSOR	08-24272
320. EVERLAST BOXING SET	08-24272
321. 27’ RCA TV	08-24272
322. WERNER LADDER	08-24272
323. ALUMINUM LADDER	08-24272
324. ALUMINUM LADDER	08-24272
325. 4- SKUFFLES	08-24272
326. ROUTER	
327. NEXT BIKE	08-24272
328. FLOOD LIGHT	07-11917
329. 8- SCAFFOES LEGS	08-24272
330. SAMSUNG COMPUTER MONITOR	08-24272
331. MIRUS COMPUTER W/KEYBOARD	08-24272
332. RCA 25’ TV	08-24272
333. BLACK BAG W/TOOLS	08-00602
334. 2- CAR RAMPS	08-24274
335. RED AIR TANK	08-13399
336. PHILIPS DVD PLAYER	06-40517
337. SKIL SAW	
338. BLACK SPEAKER	
339. COLEMAN MOSQUITO FOGGER	08-24272
340. CRAFTSMAN RECIPROCATING SAW	07-11917
341. VORCENT BOX W/SPEAKER	
342. TASK FORCE HEDGE TRIMMER	07-11917
343. KENMORE DISH WASHER	08-24272
344. BLUE TOOLBOX W/ TOOLS	08-06598
345. GREEN LADDER	08-37407
346. RED TOOLBOX W/TOOLS	08-37407
347. EXTENSION CORD	08-37407
348. EXTENSION CORDS	08-37407

349. FRIGIDARE
350. FRIGIDARE
351. FRIGIDARE
352. FRIGIDARE
353. FRIGIDARE
354. MAGNAVOX DVD F/O/U
355. BLACK & DECKER IRON
356. TOASTER
357. TOASTER
358. TOASTER
359. TOASTER
360. TOASTER
361. TOASTER
362. TOASTER
363. TOASTER
364. TOASTER
365. BLACK & DECKER IRON
366. 6- BLACK & DECKER IRONS BOX
367. CYCLONE FAN
368. COOKWARE BOX
369. DURABRAND COFFEE MAKER
370. DURABRAND COFFEE MAKER
371. COOKWARE BOX
372. COOKWARE BOX
373. PRESTO GRIDDLE
374. GALAXY FAN
375. GALAXY FAN
376. OSTER BLENDER
377. CYCLONE FAN
378. TABLE FAN
379. TABLE FAN
380. PLASTIC SNOWMAN
381. BATTERY
382. DEWALT DRILL W/CASE #29, 196 05-35251
383. PIONEER STEREO #29, 121
384. CHAIN SAW POULAN 06-32773
385. CRAFTSMAN BLOWER
386. ELECTRIC CRAFTS DRILL 07-09008
387. SHOP-VAC (149)
388. MURRAY LAWNMOWER 06-32773
389. CRAFTSMAN CHAINSAW 06-32773
390. MICROWAVE 06-32773
391. CRAFTSMAN COMPRESSOR S/N 2404002501 05-36827
392. SANDER # 29, 61
393. CIRCULAR SAW (212)
394. BATTERY JUMPER #29, 195

395. MILWALKEE GRINDER #29, 36
396. UTILITY BELT #29, 157
397. SANDER #29, 135
398. APEX DVD #29, 3
399. 2- SPEAKERS #29, 93
400. APEX TV #29, 150
401. CAMERA CANON
402. BLACK & DECKER SANDER 05-34214
403. BLACK & DECKER DRILL 05-34214
404. BLACK & DECKER GIG SAW 05-34214
405. NAIL GUN #29, 12
406. SOCKET SET (191) (CASE)
407. TIRE IRONS (3) #29, 220
408. SPRAY GUN #29, 198
409. BLACK & DECKER DRILL CASE (99)
410. SOCKET SET (193)
411. SANDER #29, 30
412. SUIT CASE W/ MOVIES VHS 07-08064
413. CRAFTSMAN TOOLBOX/TABLE #29, 188
414. BLACK/YELLOW TOOLBOX W/TOOL (200)
415. PAINT GUN #29, 52
416. PAINT GUN #29, 37
417. PAINT GUN #25, 15
418. HAND DRILL #29, 54
419. IMPACT WRENCH #29, 162
420. SNAP ON PRESSURE GUN #29, 55
421. SANDER #29, 58
422. DRILL BIT SET BLACK & DECKER #29, 6
423. SOCKET SET (194)
424. BOX W/ ASSORTED SCREWS (202)
425. SOCKET SET #29, 192
426. WORKING TABLE (203)
427. SANDER #29, 59
428. CRAFTSMAN SET W/CASE (199)
429. SOCKET SET W/CASE (190)
430. CIRCULAR SAW (196)
431. BLACK & DECKER DRILL SET (205)
432. BOLT CUTTERS
433. BOLT CUTTERS (198)
434. BAN SAW (210)
435. CIRCULAR SAW (214)
436. CIRCULAR SAW #29, 209
437. ELECTRIC CHAIN SAW (211)
438. CRAFTSMAN WEED EATER (43)
439. MURRAY LAWN MOWER (52)
440. YARDMAN LAWN MOWER (36)

441. MURRAY LAWN MOWER (94)	
442. BLACK & DECKER DRILL	
443. BATTERY CHARGER (206)	
444. SLEDGE HAMMER #29 (224)	
445. AIR TECH HEATER	
446. BATTERY BOOSTER	
447. 13’ TV	
448. SMARTWATER HEATER	08-09405
449. DEWALT DRILL	08-09405
450. RCA 32’ TV	
451. OZONE BIKE	08-24272
452. RED BIKE	09-06977
453. BREAK POINT BIKE	09-07588
454. WOODEN BOX W/MOVIES	07-11917
455. CHAINSAW	07-11917
456. NINTENDO 64	07-11917
457. GPX STEREO	07-11917
458. NORCENT DVD PLAYER 5- SPEAKERS	
459. CASE W/SOCKETS	
460. TOOLBOX SMALL W/TOOLS	
461. HUFFY BIKE	08-40186
462. MAROON NEXT BIKE	08-12187
463. MAKO NEXT BIKE	07-34465
464. CRAFTSMAN AIR COMPRESSOR	08-03074
465. GAS POWER WASHER	08-46410
466. WEEDEATER	08-46410
467. FLOOR JACK	08-46410
468. POP-UP CANOPY	08-46410
469. BLUE NEXT BIKE	09-05102
470. MAROON NEXT BIKE	09-05102
471. PINK BIKE	
472. ABSOLUTE SPEAKER BOX W/SPEAKER	07-35426
473. 12” SPX SPEAKER	08-02774
474. HOT POINT MICROWAVE	06-22428
475. SAMSUNG TV 20”	04-28582
476. SAMDUNG TV 20”	07-12207
477. WEEDEATER	07-19245
478. WEEDEATER	08-35966
479. BOLT CUTTERS	07-35900
480. BOLT CUTTERS	08-09874

AI-14851 **22.A.7.**

Requesting Approval of Final Service Agreement for Weatherproofing Technologies, Inc. for the Renovation of Roof Project

CC REGULAR

Date: 04/07/2009
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Submitted For: Rocio Villarreal
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation for consideration, discussion, and approval to execute final Service Agreement as requested by awarded vendor, Weatherproofing Technologies, Inc., (approved by CC 12/09/08) through the County's participation/membership with The Cooperative Purchasing Network (TCPN) for the "Renovation of Six (6) County-owned Building's Roofs" as further detailed and described on the document attached hereto.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-072-0-431
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

PO 615812
PO 615813
PO 615814
PO 615815
PO 615816
PO 615817
Total available amount for all PO's for Weatherproffing Technologies $584,433.82 as of 4-3-09.

Attachments

Link: DRAFT CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/03/2009 03:38 PM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 03:40 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/03/2009 03:47 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/01/2009 02:30 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-485-04-07

THIS CONTRACT is made and entered into this 7th day of **April , 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Weatherproofing Technologies, Inc.** a Ohio Corporation. ("Company").

WHEREAS, Company submitted a proposal through the County's participation/membership with The Cooperative Purchasing Network (TCPN) Contract#R4812 for **" Roof Repairs for Six (6) County's Buildings "** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the assessment provided by Company, a copy of such specifications and proposal 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 proposal 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 locations more particularly described in Exhibit A at **North San Juan CRC Building; McAllen Health Department; McAllen Tax & Auto License Office; Elsa Multi-Service Center; Justice of the Peace Precinct No. 1 Pl 1& Constable's Office; and Precinct No. 1 Adm. and Tax & Auto License Office.**. 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

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 upon completion of project.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the 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: **Weatherproofing Technologies, Inc.**
Attn: Craig Nelson, VP Construction Operation
3735 Green Rd.
Beachwood, OH 44122

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 County 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.

WITNESS our hands in duplicate originals this_____ day of _____2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
Weatherproofing Technologies, Inc.

By:_____

Printed Name:_____

Title:_____

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

By:_____
Steve L. Crain

EXHIBIT "A"

DESCRIPTION
NAME & LOCATION

HIDALGO COUNTY BUILDING LOCATIONS

1.	San Juan CRC Building	509 Earling Rd., San Juan, TX
2.	McAllen Health Clinic	300 East Hackberry, McAllen, TX
3.	McAllen Tax & Auto License Office	300 East Hackberry, McAllen, TX
4.	Elsa Multi-Service Center	708 East Edinburg, Elsa, TX
5.	Pct No. 1 Justice of the Peace & Constables	1902 Joe Stephens, Weslaco, TX
6.	Pct. No. 1 Adm./Tax/Auto License	1902 Joe Stephens, Weslaco, TX

EXHIBIT "B"

PROPOSAL

TREMCO INCORPORATED
WEATHERPROOFING TECHNOLOGIES, INC.
WEATHER EVENT SURVEY AND ASSESSMENT

DATE: November 21, 2008

OWNER: County of Hidalgo
100 E. Cano Street
Edinburg, Texas 78539

WEATHER EVENT: Hurricane Dolly
WEATHER EVENT DATE: July 23, 2008

1. **San Juan CRC, 509 Earling Road, San Juan**

Shingles damaged and blown off by wind storm.
EIFS system damaged by wind storm at south end of south wing.

Findings:
The shingle roof areas have been severely damaged by high winds and/or cyclonic activity.
The exterior insulated finish system at the south end on the south wing has been severely damaged by high winds and/or cyclonic activity.
The low slope portion of the roof exhibits no visible sign of wind damage.

Recommendation:
Replace the existing shingle roof system with:
Option #1 – New Architectural Standing Seam Metal Roofing
Option #2 - New Shingle Roofing System.
Repair/replace EIFS at south end of south wing.
Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:
Option #1 (includes EFIS repairs): $ 126,964.94
Option #2 (includes EFIS repairs): $ 128,085.43
(See attached budget proposal)

2. **McAllen Health Department, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

Findings:
The existing foam and gravel surfaced roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Recommendation:
The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Immediate roof replacement is recommended. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Roof Replacement: $162,488.20.
(See attached budget proposal)

3. **McAllen Tax & Auto License Office, 300 E. Hackberry, McAllen**

Multiple leaks throughout building.

Findings:
The existing foam roofing is deteriorated and failing with cracks, splits tears, blisters and surface erosion. The old built-up roofing under the foam roofing is severely deteriorated. The perimeter metal flashing is rusted and failing. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Recommendation:
The existing roof system has failed. There are also numerous defects in the perimeter and penetration flashings. Based on the observed conditions, I would recommend immediate roof replacement. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Roof Replacement: $111,651.33.
(See attached budget proposal)

4. **Elsa Multi-Service Center, 708 E. Edinburg, Elsa**

Multiple leaks throughout building.

Findings:
The existing standing seam metal panels appear to be in good condition. The flashings at the hips, ridges, valleys, eaves and other connections are poorly installed. Several attempts have been made to repair and/or seal the flashings with caulking and sheet metal. Wind pressures associated with the hurricane may have caused further damage to the deteriorated flashings.

Recommendation:
The multiple convergences of the various roof planes create numerous opportunities for water infiltration as the entire roof system expands and contracts. The flashings at the hips, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 78,526.58.
(See attached budget proposal)

5. **Pct. 1, Pl.1 JP & Constable Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Judges areas and Constables area.

Findings:
The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

Recommendation:
The flashings at the rakes, ridges, valleys eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 42,882.70.
(See attached budget proposal)

6. **Pct. 1, Pl.1 Administration, Tax & Auto License Office, 1902 Joe Stephens, Weslaco**

Water damage to offices in Administration, Tax Office and Auto License Office.

Findings:
The existing metal panels appear to be in good condition. The flashings at the rakes, ridges, eaves and other connections are deteriorating. Wind pressures associated with the hurricane may have caused further damage to the deteriorating flashings.

Recommendation:
The flashings at the rakes, ridges, valleys, eaves and other connections should be repaired or replaced. Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated cost through WTI/ Tremco Inc. TCPN Contract #4812:
Metal Roof Repairs: $ 61,920.07.
(See attached budget proposal)

7. **Head Start, 601 Earling Road, San Juan**

Multiple leaks throughout the building. Shingles and metal flashing damaged and blown off by wind storm.

Findings:
The shingle roof areas have been severely damaged by high winds and/or cyclonic activity.
The metal flashings at the low slope portion of the roof exhibit signs of wind damage where the coping metal was blown off.

Recommendation:
Replace the existing shingle roof system with:
Option #1 – New Architectural Standing Seam Metal Roofing
Option #2 - New Shingle Roofing System.
Replace metal coping and repairs minor damage the low slope roofing.
Investigate remainder of building envelope and provide information and budgets for additional work as required.

Estimated budget cost through WTI/ Tremco Inc. TCPN Contract #4812:
Option #1 (includes low slope roof repairs) $ 145,808.03
Option #2 (includes low slope roof repairs). $ 138,750.72
(See attached budget proposal)

8. **Hidalgo County Health Department, 1304 S. 15th Street, Edinburg**

Multiple leaks throughout building.

Findings:
The existing single ply roof membrane is in fair condition. The roof insulation under the single ply roof membrane is loose in many areas and obviously un-attached on the upper level roof. This indicates that up-lift pressures during the wind storm lifted and compromised the entire roof system. The high winds and cyclonic action associated with the hurricane have accelerated the deterioration of the roof membrane.

Ph#: (956) 292-7025 Ext. 5406

12/04/08 need to put on the agenda.

----Original Message----
From: "Sergio Cruz" <sergio.cruz@co.hidalgo.tx.us>
Sent 12/4/2008 10:46:16 AM
To: "'Dale O. Kennan'" <dale.kennan@co.hidalgo.tx.us>
Subject: FW: Post hurricane roof repairs

Dale,

Please check with Daniel if these items are being done in-house or outsourced? If in-house, find out how much he needs 'til the end of the year (we are running low on contingency funds). If outsourced, we can appropriate from fund balance under the emergency declaration due to Hurricane Dolly. We can put the appropriation the same week the contract gets awarded or on the following week (with copy of AI to Auditors).

Let me know what the plan is.

Thanks,

Sergio Cruz
Manager, Strategic Planning Section
Department of Budget & Management - Budget Division
2818 South Business Highway 281
Edinburg, TX 78539
(956) 292-7025 phone
(956) 292-7035 fax
sergio.cruz@co.hidalgo.tx.us

From: Daniel Flores [mailto:daniel.flores@co.hidalgo.tx.us]
Sent: Friday, November 21, 2008 2:22 PM
To: 'Sergio Cruz'
Cc: javier carreon; Gabriel H Garza; rey.salazar@co.hidalgo.tx.us; charlie; Humberto Garza
Subject: RE: Post hurricane roof repairs

Sergio, the break down of funds and priority is as follows:
This is only the first six (6) and it equals to $585,554.58 (These are the areas with the worse damage)
Will forward more info later.

1. San Juan CRC – shingles damaged and blown off, south wing damaged exterior wall. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount need needed is $128,085.43 shingles or $126,964.94 standing seam (metal)

2. McAllen Health Department – Multiple leaks throughout building, roofing deteriorated and failing. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $162,488.20 for build up roof.

12/4/2008

3. McAllen Tax &Auto License Office – Multiple leaks throughout building. / Start date: ASAP, Completions date: 60-90 days after start date. Approx. amount needed is $111,651.33 for build up roof.

4. Elsa Multi-Service Center – Multiple leaks throughout building (flashing at the hips, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date; 60-90 days after start date. Approx. amount needed is $78,526.58 to replace all flashes.

5. Pct. 1, Pl. 1 JP & Constables Offices – Deteriorated flashings at the rakes, ridges, valleys, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $42,882.70 to replace flashings.

6. Pct. 1, Pl. 1 Administration, Tax & Auto License Office – Deteriorated flashings at the rakes, ridges, valley, eaves and other connections. / Start date: ASAP, Completion date: 60-90 days after start date. Approx. amount needed is $61,920.07 to replace all flashes.

From: Sergio Cruz [mailto:sergio.cruz@co.hidalgo.tx.us]
Sent: Wednesday, November 19, 2008 2:19 PM
To: daniel.flores@co.hidalgo.tx.us
Cc: Dale O. Kennan; rey.salazar@co.hidalgo.tx.us
Subject: FW: Post hurricane roof repairs

Mr. Flores,

If not already provided to our office, please forward me a breakdown of the funds necessary by site, a brief description of the repairs to be made, and the anticipated start/completion date of the repairs. Also, please indicate the funding priority of each project (1 - #?) in the event DBM is unable to appropriate "all" funds at this time.

Thank you,

Sergio Cruz

From: Dale Kennan [mailto:dale.kennan@co.hidalgo.tx.us]
Sent: Wednesday, November 19, 2008 1:48 PM
To: sergio.cruz@co.hidalgo.tx.us
Subject: Fw: Post hurricane roof repairs

-----Original Message-----
From: "Daniel Flores" <daniel.flores@co.hidalgo.tx.us>
Sent 11/14/2008 5:01:57 PM
To: raul.silguero@co.hidalgo.tx.us
Cc: "Dale Kennan" <dale.kennan@co.hidalgo.tx.us>, rey.salazar@co.hidalgo.tx.us
Subject: Post hurricane roof repairs

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/03/2009

PRODUCER
MARSH USA INC.
216-937-1700
200 PUBLIC SQUARE
SUITE 1000
CLEVELAND, OH 44114-1824
34492 -00000-CAS09-09-10 WEAT

THIS CERTIFICATION 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
WEATHERPROOFING TECHNOLOGIES, INC.
TREMCO INCORPORATED AND ITS SUBSIDIARIES
3735 GREEN RD.
BEACHWOOD, OH 44122

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First Continental Services Co.	
INSURER B: Zurich American Insurance Company	16535
INSURER C: N/A	N/A
INSURER D: American Zurich Insurance Company	40142
INSURER E:	

COVERAGES 1

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/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GENERAL AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	1-GL-01/2009	04/01/2009	04/01/2010	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 $ 1,000,000 $ 1,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B		**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X CANADIAN NON-OWNED AUTOS	BAP 9258789-02	04/01/2009	04/01/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		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	$ $
D B		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE Y / N OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC 9258788-02 (AOS) WC 9258790-02 (ID, KY, WI)	04/01/2009 04/01/2009	04/01/2010 04/01/2010	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
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: Roof replacement at six county buildings. Hidalgo County is named as an additional insured during the course of authorized general contracting activities to the extent of losses caused solely and directly by Tremco and/or Weatherproofing Technologies, Inc. employees in an amount not to exceed the cost of the contracted services.

CERTIFICATE HOLDER CLE-002108923-01

HIDALGO COUNTY
2812 SOUTH HIGHWAY BUS. 281
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 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 of Marsh USA Inc.
Kevin J. Robinson

Kevin J. Robinson

ACORD 25 (2009/01)

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The ACORD name and logo are registered marks of ACORD

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ADDITIONAL INFORMATION

CLE-002108923-01

DATE (MM/DD/YY)
04/03/2009

PRODUCER

MARSH USA INC.
216-937-1700
200 PUBLIC SQUARE
SUITE 1000
CLEVELAND, OH 44114-1824
34492 -00000-CAS09-09-10 WEAT

INSURERS AFFORDING COVERAGE | **NAIC #**

INSURED

WEATHERPROOFING TECHNOLOGIES, INC.
TREMCO INCORPORATED AND ITS SUBSIDIARIES
3735 GREEN RD.
BEACHWOOD, OH 44122

INSURER F:
INSURER G:
INSURER H:
INSURER I:

TEXT

THE GENERAL LIABILITY AND AUTOMOBILE PHYSICAL DAMAGE PLACEMENT IS A DIRECT PLACEMENT. MARSH MANAGEMENT SERVICES (VERMONT) MANAGES THE CAPTIVE INSURER INDICATED HERE. MARSH USA INC. HAS ONLY ACTED IN THE ROLE OF A CONSULTANT TO THE CLIENT WITH RESPECT TO THIS PLACEMENT, WHICH IS INDICATED HERE FOR YOUR CONVENIENCE.

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 SOUTH HIGHWAY BUS. 281
EDINBURG, TX 78539

AUTHORIZED REPRESENTATIVE
of Marsh USA Inc.
Kevin J. Robinson

Kevin J. Robinson

AI-14874 **22.B.1.**

Change Order for OG Construction #C-08-399-02-09

CC REGULAR

Date:	04/07/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of Construction Change Order No. 1 with contracted vendor OG Contruction Company for "Tower Road Drainage Project for the following:
A. an (increase) in the amount of contract in the amount of $6,666.50 for the following items: 1) Add 20 CY of Cement Stabilized Backfill, 2) Add 10 SY of Cut and Restore Pavement, 3) Add 51 LF of RCP CL III Rubber Gasket and 4) Add 2 Manholes Type "A" for a new Storm Sewer Crossing and to avoid force main on items 3 & 4; and,

B. an additional ten (10) days to time of contract term; and,
with authority for County Judge to execute document.

BACKGROUND

Purchase Order Increase is @ Purchasing Department to reflect Change Order No. 1.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-031-0-733

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

BUDGETARY IMPACT:

Funding available in the amount of $12,292.10 as of 04/01/2009.

Attachments

Link: Change Order No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 02:15 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:45 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 01:50 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/01/2009 04:16 PM

Final Approval Date: 04/03/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: Tower Road Drainage

DATE OF ISSUANCE: March 24, 2009 **EFFECTIVE DATE:** March 24, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: C-08-399-02-09

CONTRACTOR: OG Construction Co.
222 W University Drive
Edinburg, TX 78539

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Add 20 CY of Cement Stabilized Backfill for Storm Sewer Crossing
2. Add 10 SY of Cut and Restore Pavement for Storm Sewer Crossing
3. Add 51 LFof RCP CL III Rubber Gasket for Storm Sewer Crossing
4. Add 2 Manholes Type "A"

Reason for Change Order:

1. 20 CY of Cement Stabilized Backfill needs to be added for a new Storm Sewer Crossing
2. 10 SY of Cut and Restore Pavement needs to be added for a new Storm Sewer Crossing
3. 51 LF of RCP CL III Rubber Gasket needs to be added for a new Storm Sewer Crossing to avoid force main
4. 2 Manholes Type "A" needs to be added for a new Storm Sewer Crossing to avoid force main

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**	
Original Contract Price $ 569,005.57		Original Contract Time for Substantial Completion:	105 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders	0 calendar days 10 (06)
Contract Price prior to this Change Order $ 569,005.57		Contract Time prior to this Change Order Substantial Completion:	105 calendar days or dates
Net Increase (decrease) of this Change Order $ 6,666.50		Net Increase (decrease) of this Change Order	0 calendar days
Contract Price with all approved Change Orders $ 575,672.07	Net % increase (decrease) from original contract price. 1.20 %	Contract Time with all approved Change Orders Substantial Completion:	~~105~~ 115 calendar days or dates

RECOMMENDED:
By: _____ P.E.
Engineer (Authorized Signature)
Date: 3/25/09

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 3/24/09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
TOWER ROAD DRAINAGE
CONTRACT NUMBER:C-08-399-02-09

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	SHIPON							
*400	959.00	979.00	CY	Cement Stabilized Backfill	$ 20.00	$ 19,180.00	400.00	19,580.00
*400	397.70	407.70	SY	Cut & Restore Pavement	$ 36.10	$ 14,356.97	361.00	14,717.97
*402	5,762.00	5,762.00	LF	Trench Excavation Protection	$ 1.25	$ 7,202.50	0.00	7,202.50
464	1,561.00	1,612.00	LF	RC Pipe (CL III)(18")	$ 29.50	$ 46,049.50	1,504.50	47,554.00
464	2,183.00	2,183.00	LF	RC Pipe (CL III)(24")	$ 33.90	$ 74,003.70	0.00	74,003.70
464	1,200.00	1,200.00	LF	RC Pipe (CL III)(30")	$ 54.50	$ 65,400.00	0.00	65,400.00
464	1,182.00	1,182.00	LF	RC Pipe (CL III)(36")	$ 65.50	$ 77,421.00	0.00	77,421.00
464	1,229.00	1,229.00	LF	RC Pipe (CL III)(42")	$ 90.10	$ 110,732.90	0.00	110,732.90
465	40.00	40.00	EA	Inlet (Compl)Ty "C"	$ 3,100.00	$ 124,000.00	0.00	124,000.00
465	5.00	7.00	EA	Manhole (Compl) Ty "A"	$ 2,200.50	$ 11,002.50	4,401.00	15,403.50
*467	1.00	1.00	EA	Safety End Treatment (18")(4:1)	$ 600.00	$ 600.00	0.00	600.00
*467	2.00	2.00	EA	Safety End Treatment (18")(3:1)	$ 700.00	$ 1,400.00	0.00	1,400.00
*506	252.00	252.00	SY	Construction Exits (Ty II)(Install)	$ 15.50	$ 3,906.00	0.00	3,906.00
*506	252.00	252.00	SY	Construction Exits (Ty II)(Remove)	$ 5.50	$ 1,386.00	0.00	1,386.00
*506	1,668.00	1,668.00	LF	Temp Sediment Control Fence	$ 2.25	$ 3,753.00	0.00	3,753.00
4035	90.00	90.00	LF	RC Low Head Pressr Pipe (CL III)(18 IN)	$ 22.35	$ 2,011.50	0.00	2,011.50
4035	80.00	80.00	LF	RC Low Head Pressr Pipe (CL III)(24 IN)	$ 32.50	$ 2,600.00	0.00	2,600.00
4035	1.00	1.00	EA	Stand Pipe (24 IN)	$ 4,000.00	$ 4,000.00	0.00	4,000.00
						$ -	0.00	0.00
					Total Roadway :	**$ 569,005.57**	**$ 6,666.50**	**$ 575,672.07**
					TOTAL BASE AMOUNTS:	**$ 569,005.57**	**$ 6,666.50**	**$ 575,672.07**

AI-14866 **22.B.2.**

Work Authorization for New Administration Building

CC REGULAR

Date:	04/07/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 4 (with a proposed fee of $10,655.50) for "Construction Material Testing and Geotechnical Engineering Services" with Millenium Engineers Group in connection with the construction of the New Hidalgo County Pct 2 Administrative Offices Complex located on Hall Acres Road in Pharr, Texas through Contract #C-08-316-10-28.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-122-030-0-720

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

BUDGETARY IMPACT:

Available balance pending AI-14926 CC 04.07.09 (Consent)

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

Available balance as of 04/03/09.

Attachments

Link: WA #4

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 02:03 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:43 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 03:41 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/01/2009 03:20 PM

Final Approval Date: 04/03/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-316-10-28
Work Authorization Form

WORK AUTHORIZATION NO. 4

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services for New Hidalgo County Pct 2 Administration Buildings in Pharr, Texas.

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 **$10,655.50**
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. **4** shall be funded through funding source:
Account No. _____
Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by **Hidalgo County** _____, Commissioner Hector Palacios as to content and detail of this **Work Authorization No. 4**

HIDALGO COUNTY

BY: Commissioner Hector Palacios

_____

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:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/31/2009	09-71

Name / Address
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Project

Description	Qty	Cost	Total
Geotechnical Engineering Services for Foundation and Pavement Recommendations for New Hidalgo Prct 2 Administration Buildings in PHarr, Texas.			
Boring (Soil)(0 to 50 Ft)	200	18.00	3,600.00
Mobilization	2	300.00	600.00
Standard Penetration Test	82	10.00	820.00
Vehicle Charge	3	35.00	105.00
Atterberg Limits	34	59.00	2,006.00
Passing No. 200 Sieve	20	42.00	840.00
Moisture Content	82	7.25	594.50
Field Coordination (Engr. Tech.)	4	65.00	260.00
Logging (Engr. Tech.)	20	48.00	960.00
Project Management & Coordination	4	65.00	260.00
Principal Engineer	4	125.00	500.00
Test Report	1	30.00	30.00
Administration	2	40.00	80.00

Helping to Build the Rio Grande Valley

Total $10,655.50

AI-14862 **22.B.3.**

Work Authorization for New Precinct Administration Building

CC REGULAR

Date:	04/07/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 12 with R. Gutierrez Engineering with an the estimated amount of $47,500.00 for the provision of civil and site engineering services for the drafting and development of plans, specifications and estimated costs in connection with the construction of a new Precinct 2 Administrative Office Complex located on Hall Acres Road in Pharr, Texas through Contract No. C-08-381-09-16.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-122-030-0-720

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

BUDGETARY IMPACT:

Available balance as of 04/03/09 after transfer of AI-14926 CC 04.07.09 (Consent)

FISCAL YEAR: 2009 **ACCT. #:** 9-1334-431-00-122-021-0-720

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

BUDGETARY IMPACT:

Available balance as of 04/03/09.

Attachments

Link: WA #12

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:57 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:42 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 03:41 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yolanda Cisneros Started On: 04/01/2009 03:13 PM

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 12

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide civil-site services for the development of plans, specifications and estimate for the construction of a the new Precinct 2 Administrative Office Complex. The project is located on Hall Acres Road in Pharr, Texas.

The scope of services to be provided by the **Owner** is identified in **Attachment 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 **Attachment 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 included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 12 shall be funded through funding source:

Account No. _____

Requisition No. _____ (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 shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2009.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Juan D. Salinas
Title: County Judge

LIST OF ATTACHMENTS

ATTACHMENT A – Services to be Provided by the Owner
ATTACHMENT B – Services to be Provided by the Engineer
ATTACHMENT C – Work Schedule
ATTACHMENT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 12

ATTACHMENT A
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

General
The **Owner** will provide to the **Engineer** the following:

(1) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 6 and Article 9 of this Agreement.

(2) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, **State** and Federal agencies that the **Engineer** cannot easily obtain.

(3) Provide any available relevant data the **Owner** may have on file concerning the project.

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Payment of all fees, to the various agencies, associated with the reviewing, processing, and recording of the subdivision plat. Or, reimbursement to the **Engineer** of all fees paid on behalf of the **Owner** for the reviewing, processing, and recording of the subdivision plat.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16

Work Authorization No. 12

EXHIBIT B
Services to be Provided by the Engineer

The following provides an outline of the services to be provided by the **Engineer** in the development of the **Project.**

The **Engineer** will provide to the **Owner** the following:

The Engineer shall render specific engineering services for the development of the Project and fulfillment of this Agreement as follows:

PART I – PRELIMINARY ENGINEERING

The Engineer will perform, or provide for, preliminary professional engineering and surveying services associated with the civil-site plans for the development of the Precinct 2 Administrative Office Complex. The engineer will develop preliminary layouts of the proposed civil-site improvements and review them with Owner and the City of Pharr for the purpose of obtaining the necessary approvals to construct the project. The engineer will establish horizontal and vertical control for use in developing the Project. The Engineer will develop a final schematic design of the proposed civil-site project improvements.

PART II – PLANS, SPECIFICATIONS & ESTIMATE

The Engineer will develop detailed design drawings of the proposed civil-site improvements for the office complex project. The design services will include sanitary sewer, water, drainage, grading, paving and dimensional control plans.

The Engineer will prepare a cost estimate of the parts of the work developed by the Engineer for the Owner to plan for and bid those parts of the work.

The Engineer will prepare bid documents for the parts of the work designed by the Engineer and will assist the County with the advertising and bid opening process for the project. The Engineer will evaluate the bids received and make a recommendation to the County as to the awarding of the project to the lowest responsive bidder.

PART III – SUBDIVISION PACKAGE

The Engineer will develop a subdivision package for the project and process the subdivision plat through the final approval stage with the City of Pharr and recordation with the office of the Hidalgo County Clerk. **Hidalgo County will be responsible for payment of all fees associated with the processing and recording of the subdivision plat.**

HIDALGO COUNTY
Professional Engineering Services
Contract # C-08-381-09-16
Work Authorization Form

Work Authorization No. 12

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

The final acceptance by the Owner of the services called for as described in Exhibit B of this Work Authorization shall serve as evidence of completion of the work on this Work Authorization.

TASK	PROFESSIONAL SERVICES FEE
PRECINCT 2 ADMINISTRATIVE OFFICES SUBDIVISON	
Preliminary Engineering	$20,000
Design Phase Services Fee	$12,000
Construction Phase Services Fee	$8,000
Subdivison Plat	$7,500
TOTAL **	**$47,500**

Note: County to pay for subdivision plat processing fees.

AI-14877 **22.B.4.**

CRC South Tower Park Additional Items Project (08-403)

CC REGULAR

Date:	04/07/2009
Submitted By:	Moises Salazar, 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 Application and Certificate for Payment (AIA Document G702-1992) in the amount of $271,325.90, submitted by CAS Companies, LP, awarded vendor for South Tower CRC/Park Project and as certified for payment by project architect, VA Architecture with authority for County Treasurer to issue payment after Auditor complete processing procedures;

BACKGROUND

Application No.1

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1212-452-00-122-008-0-739

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

BUDGETARY IMPACT:

Amount available in PO#614217 is $330,815.00 in this account.

FISCAL YEAR: 2009 **ACCT. #:** 9-1212-452-00-122-008-0-720

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

BUDGETARY IMPACT:

Amount available in PO#614127 is $222,310.00 in this account.

Total for PO#614127 is $553,125.00 for project.

Attachments

Link: Invoice No. 1 -CAS Companies

Link: Complete CAS Companies Response

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/03/2009 11:13 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 01:10 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 03:16 PM	APRV

4	Auditor's Office	04/03/2009 04:09 PM	NEW
Form Started By: Moises Salazar		Started On: 04/01/2009 04:28 PM	
Final Approval Date: 04/03/2009			

9-27
12-27

AIA® Document G702™ – 1992

Application and Certificate for Payment

TO OWNER: Hidalgo County PO Box 1356 Edinburg, TX 78539	**PROJECT:** South Tower CRC Hidalgo County Pct 2	**APPLICATION NO:** 1 **PERIOD TO:** February 4 , 2009 **CONTRACT FOR:** South Tower CRC/Pa **CONTRACT DATE:** December 10 , 2008 **PROJECT NOS:** 1	**Distribution to:** OWNER ☐ ARCHITECT ☒ CONTRACTOR ☐ FIELD ☐ OTHER ☐
FROM CONTRACTOR: CAS Companies, LP 111 Brand Lane Stafford, TX 77477	**VIA ARCHITECT:** VA Architecture Tommy Canul 2029 Industrial Drive McAllen, TX 78504		

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	$ 553,125.00
2. Net change by Change Orders	$
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$ 553,125.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$ 271,325.90
5. RETAINAGE:	
a. ____% of Completed Work (Column D + E on G703)	$
b. ____% of Stored Material (Column F on G703)	$
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	$ 271,325.90
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	$
8. CURRENT PAYMENT DUE	$ 271,325.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$ 281,799.10

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this Month	$	$
TOTALS	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:
By: Christie Morris Date: 2/10/09
State of: TEXAS
County of: FORT BEND
Subscribed and sworn to before me this 10TH day of FEBRUARY 2009
Notary Public:
My Commission expires:

CHRISTOPHER ALAN DAHLMAN
Notary Public, State of Texas
My Commission Expires
January 24, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ 271,325.90
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT
By: Date: 2/24/09

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract

RECEIVED BY COUNTY AUDITOR'S OFFICE 2009 FEB 11 PM 2:25

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AIA® Document G703™ – 1992

Continuation Sheet

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 1
APPLICATION DATE: February 4 , 2009
PERIOD TO: February 4 , 2009
ARCHITECT'S PROJECT NO: 1

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
1	BONDS & INSURANCE	43,143.00		43,143.00		43,143.00	100		
2	MOBILIZATION	20,000.00		20,000.00		20,000.00	100		
3	SITE WORK	17,500.00		17,500.00		17,500.00	100		
4	CONCRETE	176,982.00		79,641.90		79,641.90	45	97,340.10	
5	MASONRY	43,000.00					0	43,000.00	
6	WOODS & PLASTICS	70,540.00			54,720.00	54,720.00		15,820.00	
7	MOISTURE PROTECTION	24,254.00					0	24,254.00	
8	DOORS & WINDOWS	3,500.00					0	3,500.00	
9	FINISHES	9,000.00					0	9,000.00	
10	SPECIALTIES	30,358.00					0	30,358.00	
11	EQUIPMENT	10,800.00		10,800.00		10,800.00	100		
12	SPECIAL CONSTRUCTION	52,625.00			45,521.00	45,521.00		7,104.00	
13	ELECTRICAL SYSTEMS	33,423.00					0	33,423.00	
14	BETTERMENT ALLOWANCE	10,000.00					0	10,000.00	
15	HVAC CONTINGENCY	2,000.00					0	2,000.00	
16	PLUMBING CONTINGENCY	2,000.00					0	2,000.00	
17	ELECTRICAL CONTINGENCY	2,000.00					0	2,000.00	
18	STRUCTURAL CONTINGENCY	2,000.00					0	2,000.00	
	TOTALS	553,125.00		171,084.90	100,241.00	271,325.90		281,799.10	

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CAS Companies

Stored Material Documentation

Cabanas from RCP Shelters
These items were shipped to the job site on 2/13/09

Metal Building
This building is being manufactured/stored at Strong Structure Steel. Attached is a copy of their insurance certificate.

Basketball Equipment
Already installed on job site

RECEIVED BY
COUNTY AUDITOR
2009 MAR 16 PM 2 45

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/13/2009

PRODUCER (956)565-2481 FAX (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

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 Valley Discount Metals, Ltd
Strong Structural Steel, Ltd
4309 W. Business Highway 83
McAllen, TX 78501

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Nautilus Insurance Company	
INSURER B: Republic Lloyds	
INSURER C: Landmark American Ins. Co.	
INSURER D: AmCOMP Assurance Corporation	
INSURER E: Republic Lloyds	

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 GEN'L AGGREGATE LIMIT APPLIES PER [ ] POLICY [ ] PRO-JECT [ ] LOC	BK00115631	03/05/2008	03/05/2009	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 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP5649721-01	03/05/2008	03/05/2009	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 $	BK00115631	08/21/2008	03/05/2009	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000 $ $ $
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WCV 4174480	08/08/2008	08/08/2009	[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
B		OTHER Commercial Property	CMP5649720-01	03/05/2008	03/05/2009	Personal Property of Others $500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Project: Park Pavillion

CERTIFICATE HOLDER

CAS Companies
111 Brand Lane
Stafford, TX 77477

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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert R Garza/JEN

RECEIVED BY COUNTY AUDITOR MAR 16 PM 2 45 2009

©ACORD CORPORATION 1988

CAS Companies

General Contractor's Affidavit and Partial Waiver of Lien # 1

The State of Texas County of HIDALGO

BEFORE ME, the undersigned authority, on this day personally appeared, CHRIS DAHLMAN of CAS Companies, LP, who being duly sworn, upon his/her
Subcontractor's Representative
oath, declares and acknowledges as follows:

(1) I am a duly authorized representative of CAS Companies, LP.

(2) Pursuant to an agreement between Hidalgo County, and the General Contractor, materials have been supplied and/or labor has been performed in connection with the construction of the project upon certain real property owned by the Owner in Hidalgo County, Texas. Said project is more particularly described as the South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2, Alamo, Texas.

(3)In consideration of and conditioned upon receipt of payment through FEB. 4, 2009 (Date) from Owner, CAS Companies, LP hereby waives and releases any and all liens, rights and interests under the constitution and statues of the State of Texas, for any labor and/or materials supplied to the Project, as of the date stated above.

(4) CAS Companies,LP **certifies** that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any time, General Contractor holds the Owner, the Architect, and Engineers harmless.

EXECUTED this 18TH day of FEBRUARY, 2009.

By: _____

Title: Manager

SUBSCRIBED AND SWORN TO before me by the said CHRIS DAHLMAN
(Subcontractor's Representative)
of CAS COMPANIES, LP this 18TH day of FEBRUARY, 2009,
(Name of Company)
to certify which witness my hand and seal of office.

{SEAL}

CHRISTINE MORRIS
Notary Public, State of Texas
My Commission Expires
January 24, 2012

NOTARY PUBLIC in and for The State of Texas

Christine Morris

My commission Expires on: _____

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COUNTY AUDITOR
09 FEB 18 PM 2:03

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Statement from Surety Company for Review of Application for Payment

This is to confirm that we have reviewed the Application for Payment No. 1 **submitted by** CAS Companies, LP, **the Contractor, for the** South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2, **and that we approve, without reservation, of the payment of the requested funds to the Contractor by Hidalgo County.**

Arch Insurance Group **certifies that the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, and should any deviations from the contract documents, be found at any t ime, Surety Company holds the Owner, the Architect, and Engineers harmless.**

Print Name: MARIA A GONZALEZ

Name of Surety: ARCH INSURANCE COMPANY

This instrument was acknowledged before me, the undersigned authority, by

DANA M KUBER **on the** 18th **day of** FEBRUARY **, 2009.**

OFFICIAL SEAL
DANA M. KUBER
NOTARY PUBLIC
STATE OF ILLINOIS
My Commission Expires 06/17/2012

{SEAL}

Notary Public for the State of ILLINOIS

2009 MAR 16 PM 2 45
COUNTY AUDITOR
RECEIVED BY

POWER OF ATTORNEY

APPLICATION FOR PAYMENT #1

Know All Men By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal office in Kansas City, Missouri (hereinafter referred to as the "Company") does hereby appoint

William A. Bailey, Maria A. Gonzalez, Anne M. Barber, Michael J. Friedrich and Dana M. Kuber of Bridgeview, IL (EACH)

its true and lawful Attorney(s)-In-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds and undertakings

EXCEPTION: NO AUTHORITY is granted to make, execute, seal and deliver bonds or undertakings that guarantee the payment or collection of any promissory note, check, draft or letter of credit.

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The Company may revoke this appointment at any time.

The execution of such bonds and undertakings in pursuance of these presents shall be as binding upon the said 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 in Kansas City, Missouri.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on March 3, 2003, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and 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, recognizances, contracts of indemnity and other writings, obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on March 3, 2003:

VOTED, That the signature of the Chairman of the Board, the President, or any Vice President, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on March 3, 2003, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

2009 MAR 16 PM 2 45
RECEIVED BY
COUNTY AUDITOR

CAS Companies

Site Project Superintendent

Sergio Saldivar
1421 S. 10th Avenue
Edinburg, TX 78539

Phone: (956) 207-1057

RECEIVED BY
COUNTY AUDITOR
2009 MAR 16 PM 2 45

1708 Santa Ana Avenue
Rancho Viejo, Texas 78575
Phone: 888.599.4747
Fax: 956.350.2420

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

ORIGINAL

RFP NO:2008-403-11-06-MSS	Buyer II: Moises Salazar	Tel. No: (956) 318-2626- X-4863

REQUEST FOR PROPOSALS

Hidalgo County Precinct No. 2

"South Tower CRC/Park Pending Construction Items "

DUE DATE: November 6, 2008 @ 11:00 am

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address 2802 So. Bus. Hwy. 281
Postal Mailing Address: 2812 So. Bus. Hwy. 281
(Same Building) Corner of Canton & Bus. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

MS

LEGAL NOTICE **RFP NO: #2008-403-11-06-MSS**

1. Sealed quotes will be received for **"Hidalgo County-Precinct No. 2 –South Tower CRC/Park Pending Construction Items** "in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and one (2) copies of all quotes are required, with the proposers name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, " **RFP NO.: 2008-403-11-06-MSS "Hidalgo County- South Tower CRC/Park Pending Construction Items** "and in County's Purchasing Department, Physical Address 2802 So. Bus. Hwy. 281/Postal Mailing Address 2812 So. Bus. Hwy 281 (Same Building) Corner of Canton and Business 281, Administration Building, Edinburg, Texas, on **or before 11:00 a.m. Thursday, November 6, 2008. NO LATE ARRIVALS WILL BE ACCEPTED. ANY PROPOSAL RECEIVED AFTER THAT TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO PROPOSAL.** Hidalgo County reserves the right to refuse and reject any/all quotes and to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this quote that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all quotes submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any quote shall under no circumstances obligate County to accept the lowest dollar quote. The award of this contract shall be made to the responsible offer or whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-bid project.

5. **For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.**

6. Descriptive specifications are referenced in this document to indicate the **general** kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security 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. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation .: **2008-403-11-06-MSS "Hidalgo County Precinct No. 2-South Tower CRC/Park Pending Construction Items"**
  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 Precinct No. 2-South Tower CRC/Park Pending Construction Items.
301 E. State St.
Pharr, TX 78577

16. Schedule of Events

RFP Opening, 11:00 AM	**November 6, 2008**
Award of Contract	, 2008
Commence Work or Deliver Products	, 2008

17. Proposer 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 proposer bond in the amount of five percent of the total contract price. A proposer bond must be executed with a surety company authorized to do business in Texas. All proposers are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from debarment or suspension pursuant to federal regulation 45CFR76.

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

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

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

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

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement

standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or 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.

19. **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 (Athe County@) to disclose in the Conflict of Interest Questionnaire (the ACIQ@) 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.

20. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, 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.

22. Minimum Standards for Responsible Prospective Proposers: A prospective proposer must

affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County

by counsel reasonably acceptable to County. Successful proposers indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. 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.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Proposal
for
"Hidalgo County Precinct No. 2
"South Tower CRC/Park Pending Construction Items"
RFP No. 2008-403-11-06-MSS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 So. Bus. Hwy 281
Postal Mailing Address: 2812 So. Bus. 281
(Same Building) Corner of Canton & Bus. 281)
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal may be withdrawn for a period of sixty (60) days from the time d of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: CAS COMPANIES, LP

Address: 111 BRAND LN STAFFORD, TX 77477

By: Bill Bowlin

Printed Name: BILL BOWLIN

Title: Managing Partner

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 include 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.

Insurance Requirement Acknowledgment

I, CHRISTIE MORRIS, authorized representative for CAS COMPANIES, LP,
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; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

  (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department Contracts Manager in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- X have already been met, see attached copy of insurance certificate.

Christie Morris — Authorized Representative

11/10/08 — Date

Notice to Bidder: Failure to provide Certificates of Insurance Purchasing Department Contracts Manager will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/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

OP ID C3 CLEAN-1 | DATE (MM/DD/YYYY) 11/11/08

PRODUCER

Securance Corporation Agency
P.O. Box 420390
Houston TX 77242-0390
Phone: 713-977-6606 Fax: 713-785-6722

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

Clean Air Solutions LP
Dba CAS Companies
111 Brand Lane Suite 400
Stafford TX 77477

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: New Hampshire Insurance Co.	
INSURER B: Progressive County Mutual	
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					
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$ 1000000
		[ ] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[X] SCHEDULED AUTOS	06438803-0	05/17/08	05/17/09		
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] 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 $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	WC3072714	08/21/08	08/21/09	E.L. EACH ACCIDENT	$ 1000000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1000000
						E.L. DISEASE - POLICY LIMIT	$ 1000000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Bidding Purposes---South Tower CRC Park

CERTIFICATE HOLDER

HIDAL-5

HIDALGO COUNTY PURCHASING DEPT
Attn- Martha L. Salazar
100 N CLOSNER

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 010 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

E. C. Bean, Jr.

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY): 11/10/2008

PRODUCER
THE WYATT AGENCY
1300 11TH STREET
SUITE 306-E
HUNTSVILLE, TX 77340

Serial # 100368

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
CAS COMPANIES, LP/CLEAN AIR SOLUTIONS, LP
111 BRAND LANE, SUITE 400
STAFFORD, TX 77477

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ARCH SPECIALTY 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 POLICES 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] ASBESTOS/LEAD/MOLD [X] POLLUTION LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	12EMP43680-03	9/6/08	9/6/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
						AGGREGATE	$
							$
							$
							$
		WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						EL EACH ACCIDENT	$
						EL DISEASE - EA EMPLOYEE	$
						EL DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

SOUTH TOWER CRC/PARK

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
100 N. CLOSNER
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 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 25 (2001/08)

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PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, BILL BOWLIN OF CAS COMPANIES, LP, possess all of the **APPLICABLE**: * ALL DOCUMENTATION IS ON FILE WITH HIDALGO COUNTY OFFICES *

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required <u>must be presented</u> 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.**

Bill Bowlin
Authorized Signature

11/10/08
Date

CAS COMPANIES, LP
Company

111 BRAND LANE
Address

STAFFORD, TX 77477
City, State, Zip

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name: Oil Face	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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:

EXHBIT "A"

HIDALGO COUNTY PRECINCT NO. 2
"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"
RFP NO. 2008-403-11-06-MSS

SCOPE OF WORK AS PROVIDED BY PROJECT ARCHITECT: V-A ARCHITECTURE

Dear Participants, currently the Hidalgo County utilizes RS Means book pricing to review and scrutinize Job Order Contractor (JOC) proposals. Hidalgo County Precinct No. 2 is in urgent need to comply with RFP NO. 2008-403-11-06-MSS "South Tower CRC/Park Pending Construction Items".

Therefore, pursuant to the scope of work attached hereto, Hidalgo County Precinct No. 2 is seeking proposals utilizing the RS Means Book Pricing and/or equivalent pricing that can be quantified, verified, including and with detailed supporting documentation to RS Means Book Pricing. All proposals must be sealed along with the Insurance requirements (Refer to Exhibit "C") to address the scope of work described for RFP NO. 2008-403-11-06-MSS "South Tower CRC/Park Pending Construction Items"by no later than 11:00 am on or before Thursday November 6, 2008 to the Purchasing Department Attention Martha L. Salazar, Purchasing Agent via hand delivered or mail only at 2802 So. Bus. Hwy. 281, Postal Mailing Address 2812 So. Bus. Hwy.281 Edinburg, Texas (Same Building on Canton Rd. and Bus. 281. NO FACSIMILES, EMAILS OR LATE ARRIVALS WILL BE ACCEPTED!

General Project Overview:

1. **Proposals submitted must be by utilizing the RS Means Pricing Book and/or quantified, verifiable, and equivalent to RS Means Pricing Book.**

2. **See Plans and Specifications as provided by V-A Architecture.**

3. **Proposals will be reviewed and qualified for recommendation to award by project Architect.**

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

OFFICE USE ONLY
Date Received

This questionnaire is ...de
by a person who has a ...al
governmental entity a

By law this questionnai ...al
entity not later than th ...ts
that require the staten

A person commits ar ...al
Government Code. Ar

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Fax 832 237 2277
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This form has already been placed on file with Hidalgo Canty

1 **Name of person wh...**

2 ☐ **Check this bo...**

(The law req... appropriate filing authority not later than the ... ...comes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

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

ADDENDUM NO. 1

October 31, 2008

"HIDALGO COUNTY PRECINCT NO. 2"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

RFP NO.: #2008-403-11-06-MSS

"NEW" PROPOSAL Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 PROPOSAL OPENING DATE HAS CHANGED.
PROPOSALS WILL BE RECEIVED AND OPENED ON:
THURSDAY NOVEMBER 13, 2008 at 11:00 A.M.

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 1 dated, NOVEMBER 13, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 - **"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"**

Allan Moore — 10. 31. 2008

Printed Bidder Name — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

October 31, 2008

RE: ADDENDUM NO.1
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2**-request for proposal for **"South Tower CRC/Park Pending Construction Items"**

Please add this **ADDENDUM NO. 1** to your packet, so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Monday, November 3, 2008 at 2:30 A.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@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 packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.

BY: _____

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

November 7, 2008

RE: ADDENDUM NO.2
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2**-request for proposal for **"South Tower CRC/Park Pending Construction Items"**

Please add this **ADDENDUM NO. 2** to your packet, so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice by no later than Monday, November 10, 2008 at 4:30 P.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 2

November 7, 2008

"HIDALGO COUNTY PRECINCT NO. 2"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

RFP NO.: #2008-403-11-06-MSS
Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 AS DISCUSSED IN THE MEETING HELD AT THE PURCHASING DEPARTMENT ON OCTOBER 21, 2008, PLEASE REVIEW ATTACHED PROPOSAL FORM, ADDITIONAL REQUIREMENTS AND INFORMATION CONSISTING OF A TOTAL OF 27 PAGES.

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 2 dated, NOVEMBER 7, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 - **"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"**

Allan Moore — Printed Bidder Name

11.7.2008 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. TWO

November 7, 2008

PREPARED BY
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: **South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 #2008-403-11-06-MSS**

Date: **November 7, 2008**

Prepared By: **V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax**

ITEM ONE: **ADDENDA**

Addendum No. 1 was issued and authored by the Hidalgo County Purchasing Department. The Architect's seal for this addendum is applicable only to this Addendum.

ITEM TWO: **SPECIFICATIONS** **LEGAL NOTICE**

As stipulated in the Proposal conference held on October 29, 2008, there will be no bid bond required for this project. **REMOVE** all reference to the requirement of a "PROPOSER BOND" in the amount of 5% of the total contract price found on §17 of the Legal Notice.

ITEM THREE: **SPECIFICATIONS** **INSURANCE REQUIREMENTS**

INCLUDE the Insurance Requirements Summary attached to this addendum as a part of the Contract Documents.

ITEM FOUR: **SPECIFICATIONS** **PROPOSAL FORM**

INCLUDE the Proposal Form attached to this Addendum as part of the Contract Documents

ITEM FIVE: **SPECIFICATIONS** **INSTRUCTION TO PROPOSERS**

INCLUDE the Instruction to Proposers list attached to this Addendum as part of the Contract Documents.

ITEM SIX: **SPECIFICATIONS** **LEGAL INSTRUMENTS**

INCLUDE the Legal Instruments list attached to this Addendum as part of the Contract Documents.

ITEM SEVEN: **SPECIFICATIONS** **DIVISION 1**

INCLUDE Division 1 attached to this Addendum as part of the Contract Documents.

ITEM EIGHT: **SPECIFICATIONS** **ALL DIVISIONS**

MODIFY the first sentence found at the beginning of every section of the specifications to read as follows: *The General Requirements are a part of this division as if herein included.*

ITEM NINE **SPECIFICATIONS** **DIVISION 6**

The model number for the heavy timber pavilion specified on Section 06180 **SHALL BE:** *40' Dia. Hexagonal Gazebo JB-40-04.*

ITEM TEN : **SPECIFICATIONS**

INCLUDE the Lighting Compliance Certificate and Lighting Application Worksheet (3 pp) attached to this Addendum and listed below as part of the Contract Documents

ITEM ELEVEN **DRAWINGS**

Foundation pad preparation **SHALL BE** as required to achieve the finish floor elevations noted on the civil engineering drawings prepared by R. Gutiérrez Engineering attached to this Addendum and listed below, which hereby **BECOME** a part of the Contract Documents:

1. Sheet 7: Grading Layout
2. Sheet 8: Grading Layout
3. Sheet 9: Grading Layout

INSURANCE REQUIREMENTS SUMMARY

INSURANCE REQUIREMENTS:

GENERAL LIABILITY	
Commercial General Liability	
Occur	
General, Aggregate	
Products- Comp/Op Agg	$500,000.00
Personal & Adv Injury	$500,000.00
Each Occurrence	$500,000.00
Fire Damage (Any one fire)	$50,000.00
Med Exp (Any one person)	$5,000.00

AUTOMOBILE LIABILITY	
Scheduled Autos	
Hired Autos	
Non-Owned Autos	
Combined Single Limit	$500,000.00
Bodily Injury (Per person)	$300,000.00
Bodily Injury (Per accident)	$500,000.00
Property Damage	$100,000.00

EXCESS LIABILITY	
Umbrella Form	
Each Occurrence	$2,000,000.00
Aggregate	$2,000,000.00

WORKERS COMPENSATION AND EMPLOYERS LIABILITY

Statutory Limits	
Each Accident	$500,000.00
Disease - Policy Limit	$500,000.00
Disease - Each Employee	$500,000.00

BUILDER'S RISK 100% Contract Amount

All of the above should be indicated on the Certificate of Insurance naming Owner and Architect as additional insured. All of the policies should be endorsed and the Certificate should so indicate that the Owner be given thirty (30) days written notice of cancellation, non-renewal or material change in the policies.

PROPOSAL FORM for 2008-403-11-06-MSS

PROJECT: **South Tower CRC/Park Pending Construction Items**
Alamo, Texas

PLACE: Hidalgo County Purchasing Department, 2802 Closner, Edinburg, Tx 78539

DATE: Thursday, November 13, 2008

TIME: 11:00 AM

TO: Marty Salazar, Hidalgo County Purchasing Agent

PROPOSER CAS COMPANIES, LP

1. Pursuant to and in compliance with the Invitation to Proposal in the proposed Contract Documents dated October 29, 2008 prepared by V·A Architecture, relating to the above referenced project, the undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and costs of the work at the place where the work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the work within the time stated and in strict accordance with the proposed Contract Documents, and addenda thereto, including furnishing of any and all labor and materials, all Site Work, General Construction, Mechanical, Electrical and Plumbing for the following sums of money:

1. **PROPOSAL FOR ITEM #1: HEAVY TIMBER PAVILIONS**

   All labor, materials, services and equipment necessary for the delivery and installation of the **three 40' diameter pre-engineered heavy timber pavilions with concrete slab.**

TOTAL PROPOSAL FOR ITEM #1:_____DOLLARS $ 131,365.00

2. **PROPOSAL FOR ITEM #2: STORAGE BUILDING**

   All labor, materials, services and equipment necessary for the delivery and installation of the **One 1,409 sf restroom and storage building**.

TOTAL PROPOSAL FOR ITEM #2:_____DOLLARS $ 222,310.00

3. **PROPOSAL FOR ITEM #3: BASKETBALL COURT & BACKSTOPS**

   All labor, materials, services and equipment necessary for the delivery and installation of the **One 74' x 104' basketball court, including** backstops.

TOTAL PROPOSAL FOR ITEM #3:_____DOLLARS $ 80,590.00

4 **PROPOSAL FOR ITEM #4: STEEL PAVILION**

   All labor, materials, services and equipment necessary for the delivery and installation of the **One 40' x 60' x 18' pre-engineered steel pavilion**.

TOTAL PROPOSAL FOR ITEM #4:_____DOLLARS $ 58,410.00

5. **PROPOSAL FOR ITEM #5: HANDBALL COURTS**

All labor, materials, services and equipment necessary for the delivery and installation of the **Three 20' x 40' handball courts**.

TOTAL PROPOSAL FOR ITEM #5:_____ DOLLARS $ 84,745.00

6. **PROPOSAL FOR ITEM #6: SITEWORK & UNDERGROUND UTILITIES**

All labor, materials, services and equipment necessary for the delivery and installation of the **Selective sitework and underground utilities.**

TOTAL PROPOSAL FOR ITEM #6:_____ DOLLARS $ 60,450.00

7. **PROPOSAL FOR ITEM #7: PROJECT SIGN**

All labor, materials, services and equipment necessary for the delivery and installation of the **Project Sign as per the details on Sheet C-02.**

TOTAL PROPOSAL FOR ITEM #7:_____ DOLLARS $ 16,520.00

2. If awarded this contract the undersigned will execute a satisfactory Construction Contract, Performance Bond, Labor and Material Payment Bond and Proof of Insurance Coverage, with the Owner for the entire work as per the Contract Documents within (five) 5 consecutive calendar days after the notice of award. It is agreed that this proposal is subjected to the Owner's acceptance for a period of sixty (60) days from the above date.

3. The undersigned agrees to the following:
   A. To furnish all materials as shown and specified in the plans and specifications.
   B. To complete item any, some or all items as specified within in 121 consecutive calendar days.

Receipt is acknowledged of the following addenda:
No. 1 Dated 10.31.2008
No. 2 Dated 11.7.2008
No. 3 Dated 11.12.2008

4. Subcontractors and vendors used in this proposal (name, address, & phone number):

1. Site Work: F.D. Haul & Const. 25 Honeydale Rd. Brownsville
2. Landscaping: NA
3. Concrete: F.D. Haul & Const. 25 Honeydale Rd. Brownsville
4. Masonry: Big Star Ent. 200 S. 10th St. Mc Allen
5. Structural Steel: Rio Grande Steel J. Cage Pharr

F. Millwork: RCP Shelter Stuart, FL.

G. Doors and Windows: Refco 3709 S. Jackson Pharr

8. Finish Hardware: Refco 3709 S. Jackson Pharr

9. Metal Studs & Drywall: NA
10. Painting: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO
11. Acoustical Ceiling: NA
12. Specialties: FAST SIGN 4107 N. 10TH MC ALLEN
13. Mechanical: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO
14. Electrical: METRO ELECT. 1901 INDUSTRIAL MC ALLEN
15. Fire Alarm: NA
16. Plumbing: CAS COMPANIES 1708 SANTA ANA RANCHO VIEJO

Proposer agrees that the Owner has the right to accept or reject any or all proposals and to waive all informalities. The Owner shall have the right to accept any or all PROPOSALs, individually or in aggregate form, in any order.

Respectfully submitted,

By: Bill Bowl
Signature

Managing Partner
Title

(Seal - If Corporation)

INSTRUCTION TO PROPOSERS

PROJECT: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 #2008-403-11-06-MSS
Alamo, Texas

OWNER: County of Hidalgo

DATE & TIME OF OPENING Proposals: Thursday, November 13 at 11:00 am at the Purchasing Department, 2802 S. Closner, Edinburg, Texas 78539

ARCHITECT: V·A Architecture, 2029 Industrial Drive, McAllen, Texas , (956) 631-2242; FAX (956) 686-7916

1. **Receipt and Opening of Proposals:**
The Owner invites Proposals on the form attached hereto for the above referenced project. Proposals will be publicly opened at said location on date indicated and read aloud.

   The Owner may consider informal any Proposal not prepared and submitted in accordance with the provisions hereof and may waive any information or reject any and all Proposals. Any Proposal may be withdrawn prior to the above scheduled time for the opening of Proposals or authorized postponement thereof. Any Proposal received after the time and date specified shall not be considered. No proposer may withdraw a Proposal within thirty (30) days after the actual date of the opening thereof.

2. **Contract Award:** Hidalgo County will evaluate all Proposals in response to its solicitation without discussions and will award a contract to the responsible Proposer, whose Proposal, conforming to the solicitation will be most advantageous to Hidalgo County considering only price, time of completion.

3. **Preparation of Proposal:** Each Proposal must be submitted on the prescribed form. All blank spaces for Proposal prices must be filled in, ink or typewritten, in both words and figures. Proposal forms will be furnished by the Architects; do not use sample forms bound in the specifications. Each Proposal must be submitted in a sealed envelope addressed to the Owner and designated Proposal", bearing on the outside the name of the Proposer, his address, the name of the project for which the Proposal is submitted and the date and hour of the opening. If forwarded by mail, the sealed envelope containing the Proposal must be enclosed in another envelope addressed to the Owner at the above designated location for opening of the Proposals.

4. **Subcontracts:** The Proposer is specifically advised that any person, firm, or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner and to the Architect.

5. **Qualifications of Proposer:** The Owner may make such investigations as he deems necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Owner that such Proposer is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein.

6. **Time of Completion:**
Time of completion of this Contract is of importance to the Owner and may be considered in the award of the Contract. The Proposer agrees to fully complete each item of work within ONE HUNDRED TWENTY ONE (121) consecutive calendar days. If contractor is awarded more than one item, days will be calculated concurrently. The Proposer also agrees that 7 (SEVEN) rain days are expected to occur within this time frame.

Owner and Contractor recognize that time is of the essence in this project and that Owner will suffer financial loss if the work is not completed by the Date of Substantial Completion fixed in the Notice to Proceed, plus any extensions thereof. They also recognize the delays, expense, and difficulties involved in providing in a legal proceeding the actual loss suffered by the Owner if the work is not completed on time. Accordingly, instead of requiring such proof, Owner and Contractor agree that in lieu of liquidated damages for delay (but not as a penalty), Contractor shall pay the sum of FIVE HUNDRED DOLLARS {$500.00} FOR EACH CONSECUTIVE CALENDAR DAY FOR FAILURE TO SUBSTANTIALLY COMPLETE THE WORK BY THE DATE OF SUBSTANTIAL COMPLETION FIXED IN THE NOTICE TO PROCEED.

Furthermore, the CONTRACTOR agrees to finish all punch list items within 30 days of the Date of Substantial Completion. Starting on the 31ST day after the Date of Substantial Completion if any punch list items remain unfinished, CONTRACTOR shall pay the Owner the sum of ONE HUNDRED DOLLARS FOR EACH CONSECUTIVE CALENDAR DAY FOR FAILURE TO

Payments on the Contract will be made in the normal manner, 10 days after approval by Commissioner's Court. No payment will be made on the Contract after 30 days prior to the completion date set by the Contractor, until final completion and acceptance by the Architect and Owner. If there is an extended unforseen delay, it shall be the Contractor's responsibility to request any extensions in time by 5:00 pm on the Friday following 7 days of the delay, and his failure to make such a request within the above the time limit shall void any possible extensions of the Contract time of completion. The Architect will be the judge as to whether a time extension is to be granted and so notify the Contractor.

7. **Addenda and Interpretations:** No interpretation of the meaning of the plans, specifications or other pre-Proposal documents will be made to any Proposer orally. Every request for such interpretation should be in writing addressed to the Architect, and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of Proposals. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be mailed to all prospective PROPOSERS (at the respective addresses furnished for such purposes), no later than three (3) days prior to the date fixed for opening of Proposals. Failure to any Proposer to receive any such addendum or interpretation shall not relieve such Proposer from any obligation under his Proposal as submitted. All addenda so issued shall become part of the contract documents.

8. **Security for Faithful Performance:** Simultaneously with his delivery of the executed contract, the Contractor shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with this contract, and policies and certificates of insurance as specified in the specifications. The surety must be a guaranteed surety company acceptable to the Hidalgo County and listed in U.S. Treasury Circular No. 570. Cost of the above stated bonds and insurance are to be included in the Proposal Proposal.

9. **Sub-Proposal Time Limit:** So that General Contractors may have adequate opportunity to evaluate sub-Proposals, it is recommended that the "Time Limit Plan" be honored; sub and material Proposals must have been submitted to General Contractors four (4) hours prior to the time set for Proposal opening.

10. **Owners' Responsibility:** It is the owner's responsibility to comply with the provisions of House Bill 1815 enacted September 1, 1981 by the 67th Legislature of the State of Texas.

11. **Required Worker's Compensation Coverage:** When entering a building or construction contract, the Owner shall require the contractor to certify in writing that he provides workers' compensation insurance coverage for all employees of the contractor employed on the project. A subcontractor shall provide such a certificate to the general contractor, relating to coverage of the subcontractor's employees, and the general contractor shall provide such certificate to the Owner.

12. 1. **PROPOSAL SCHEDULE:**

1.01 All Proposals and Alternate Proposal items shall be subject to the General and Special Conditions and all other related sections of the specifications and requirements of the drawings. The Owner shall have the right to accept any or all Proposals

1.02 **Item #1**: The Contractor shall state on his Proposal form, under the Proposal for Item #1, the amount of all labor, materials, services and equipment necessary for Construction **three 40' diameter pre-engineered heavy timber pavillons with concrete slab**, as shown on the drawings and in the specifications.

1.03 **Item #2:** The Contractor shall state on his Proposal form, under the Proposal for Item #2, the amount of all labor, materials, services and equipment necessary for Construction **of One 1,409 sf restroom and storage building**, as shown on the drawings and in the specifications.

1.04 **Item #3:** The Contractor shall state on his Proposal form, under the Proposal for Item #3, the amount of all labor, materials, services and equipment necessary for Construction **of One 74' x 104' basketball court, including backstops,** as shown on the drawings and in the specifications.

1.05 **Item #4:** The Contractor shall state on his Proposal form, under the Proposal for Item #4, the amount of all labor, materials, services and equipment necessary for Construction of **One 40' x 60' x 18' pre-engineered steel pavilion,** as shown on the drawings and in the specifications.

1.06 **Item #5:** The Contractor shall state on his Proposal form, under the Proposal for Item #5, the amount of all labor, materials, services and equipment necessary for Construction **of the Three 20' x 40' handball courts.**, as shown on the drawings and in the specifications.

1.07 **Item #6:** The Contractor shall state on his Proposal form, under the Proposal for Item #6, the amount of all labor, materials, services and equipment necessary for the **Selective sitework and underground utilities..**, as shown on the drawings and in the specifications.

1.08 **Item #7:** The Contractor shall state on his Proposal form, under the Proposal for Item #7, the amount of all labor, materials, services and equipment necessary for the **Project Sign as per the details on Sheet C-02.** as shown on the drawings and in the specifications.

2. **ALLOWANCES:**

2.01 Betterment Allowance: Both the Owner and Contractor agree that design is a process and when construction is ongoing, the need for minor changes in the work may arise. These will be accomplished through the sum set forth below as a betterment allowance, which will be expended, as needed, on Betterments to the building as directed in writing through Architect's Supplemental Instructions. The sum shall be **Ten Thousand Dollars {$10,000.00}**.

2.02 INCLUDE the sum set forth below as a HVAC Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. HVAC Contingency: **Two Thousand Dollars and NO/100 {$2,000.00}**

2.03 INCLUDE the sum set forth below as a Plumbing Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Plumbing Contingency: **Two Thousand Dollars and NO/100 {$2,000.00}**

2.04 INCLUDE the sum set forth below as a Electrical Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Electrical Contingency: **Two Thousand Dollars and NO/100 {$2,000.00}**

2.05 INCLUDE the sum set forth below as a Structural Contingency, which will be expended as directed through an Architect's Supplemental Instruction, AIA Document G710. Structural Contingency: **Two Thousand Dollars and NO/100 {$2,000.00}**

2.06 The Allowance Sum shall be included in the Base Proposal but shall not be included in the sum upon which the contractor shall make his mark up for overhead and profit for his Base Proposal.

LEGAL INSTRUMENTS

NOTE: ALL A.I.A. DOCUMENTS SUBMITTED BY THE CONTRACTOR MUST BE ORIGINAL A.I.A. DOCUMENTS. PHOTOCOPIES, RECREATED DOCUMENTS, OR DOCUMENTS CREATED WITH ANY OTHER SOFTWARE PROGRAMS OTHER THAN AIA, WILL NOT BE ACCEPTED FROM THE CONTRACTOR.

PERFORMANCE BOND
The American Institute of Architects Document A-311, February, 1970 Edition entitled "Performance Bond" is hereby made a part of these specifications. This document is available for inspection at the office of the Architect and is made a part of the Contract Documents by this reference. The required Performance Bond shall be submitted on this form.

LABOR AND MATERIAL PAYMENT BOND
The required Payment Bond shall be submitted on the Texas Statutory Form required to conform to the following act of the Legislature of the State of Texas....

The McGregor Act

SUBCONTRACT

Standard Form of Agreement between Contractor and Subcontractor 1987 Edition shall be on A.I.A. Document A401. The reference form is in the Architect's office and is available for inspection and review.

CHANGE ORDER
The American Institute of Architects Document, A.I.A. Document C-701 entitled Change Order is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Change Order shall be submitted on this form.

APPLICATION AND CERTIFICATE FOR PAYMENT
The American Institute of Architects Document G-702 entitled "Application and Certification for Payment", 1992 Edition, is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Application and Certificate for Payment shall be submitted on this form.

CONTINUATION SHEET
The American Institute of Architects Document G-703 entitled "Continuation Sheet", 1992 Edition, is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required schedule of values shall be submitted on this form, and **attached to** ,AIA Document G702. Application and Certificate for Payment.

CERTIFICATE OF SUBSTANTIAL COMPLETION
The American Institute of Architects Document, A.I.A. Document C-704 entitled Certificate of Substantial Completion is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Certificate of Substantial Completion shall be submitted on this form.

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS
The American Institute of Architects Document, A.I.A. Document C-706 entitled Contractor's Affidavit of Payment of Debts and Claims is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Contractor's Affidavit of Payment of Debts and Claims shall be submitted on this form.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

The American Institute of Architects Document, A.I.A. Document C-706A entitled Contractor's Affidavit of Release of Liens is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Contractor's Affidavit of Release of Liens shall be submitted on this form.

SUBCONTRACTOR'S AFFIDAVIT AND PARTIAL WAIVER OF LIENS

This document is enclosed herein, and is made part of the contract documents by this reference. The required Subcontractor's Affidavit and Partial Waiver Liens shall be submitted on this in conjunction with the Contractor's Monthly Application for Payment.

STATEMENT FROM SURETY COMPANY FOR REVIEW OF MONTHLY APPLICATION FOR PAYMENT

This document is enclosed herein, and is made part of the contract documents by this reference. The required Statement from Surety Company for Review of Monthly Application for Payment shall be submitted on this in conjunction with the Contractor's Monthly Application for Payment.

CONSENT OF SURETY COMPANY TO FINAL PAYMENT

The American Institute of Architects Document, A.I.A. Document C-707 entitled Consent of Surety Company to Final Payment is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Consent of Surety Company to Final Payment shall be submitted on this form.

PROPOSAL REQUEST

The American Institute of Architects Document, A.I.A. Document C-709 entitled Proposal Request is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Proposal Request shall be submitted in this form.

ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

The American Institute of Architects Document, A.I.A. Document C-710 entitled Architect's Supplemental Instructions is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Architect's Supplemental Instructions shall be submitted on this form.

CONSTRUCTION CHANGE DIRECTIVE

The Construction Change Directive Document G-714, entitled "Construction Change Directive" is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Construction Change Directive shall be submitted on this form.

LIST OF SUBCONTRACTORS

The American Institute of Architects Document, A.I.A. Document C-805 entitled List of Subcontractors is hereby made a part of these specifications. This document is available for inspection at the office of the Architect, and is made part of the contract documents by this reference. The required Change Order shall be submitted on this form.

DIVISION 1 GENERAL REQUIREMENTS

01010 SUMMARY OF WORK:

1. SUMMARIES:

1. **Location:** South Tower Road, Alamo, Texas

1.2 **Cooperation:** All sub-contractors shall coordinate their work with all adjacent work and shall cooperate with all other trades so as to facilitate the general progress of the work. Each trade shall afford all other trades every reasonable. Opportunity for installation of their work and storage of their materials.

1.3 **Inspection and Test:** The Architect and his represents shall at all times have access to the work whether it is in preparation or in progress. The General Contractor shall provide proper and safe facilities for such access and inspection. Make all inspections and tests in connection with this entire contract as required by the Architect. All testing shall be paid for by the Owner and be done by and independent testing laboratory meeting the approval of the Architect. Any cost of re-testing required due to failure of the Contractor at no expense to the Owner.

1.4 **Checking Dimensions at site:** Before ordering any materials or doing any work, Contractor shall verify all measurements of the building and be responsible for the corrections of them. No extras will be allowed for variations from drawings in existing conditions or for work performed under this contract. Any discrepancies found shall be submitted to the Architect for instructions before proceeding.

3.0 **SUBMITTALS**

3.1 Submit a detailed quantitative construction cost breakdown used in preparation of General Contractor's Proposal. Such information is for the Architect's personal use in the compilation of current construction costs and trends. In addition, such information will be used exclusively in the design and preparation of future project similar in scope.

3.2. **SCHEDULES & REPORTS:** Submit Construction Schedule of the work to the Architect for approval before work is begun.

The following submittals are required for this Project (Note: Additional Submittals may be required by the Architect, Owner, other specification sections, or the complexity of the Project.):

a. Written or Printed Submittals (by specification section):

	ITEM	COPIES
a.	Instructions to Proposer and Proposal Form	3
	A. Proposal Form	3
	B. Corporate Resolution Allowing Signature	3
2.	General requirements	
	1. Performance & Payment Bonds with Powers of Attorney	6
	2. Proof of recordation of Bonds in County Clerk's Office	6
	3. Insurance Certificates	6
	4. List of Subcontractors & Suppliers including addresses, telephone number, names of project representatives	6

5. Construction Cost Breakdown (Schedule of

	Values) AIA Form 703,	6	
f.	Construction Progress Schedule (Bar Graph)	6	
7.	Schedule of Product Delivery	6	
8.	Materials and Equipment Schedule(s)	6	
1.	Copies of all required permits	6	
10.	Name of the on site Project Superintendent and his local home address and telephone number		2
11.	Anticipated Monthly Draw Request Schedule	6	
L.	Monthly Request for Payment (6 complete sets each month)		6
	A. AIA Document G702 and AIA G703		
	B. Update Construction Progress Schedule at Architect's request	6	
	C. Documents regarding Stored Materials	6	
	Location of Stored Material	6	
	Bill of Lading	6	
	Transfer of Ownership to General Contractor	6	
	Project Owner	6	
	Insurance Certificated covering Stored Materials Scheduled of Status of Stored Material from previous Applications		6

3.2 **Materials and Color Samples:**

1. **Exterior:** The Owner reserves the right for final approval of all items and color selections constituting the exterior of the building. Samples of the following (but not necessarily limited to the following shall be submitted directly to the Architect.
   1. Standard Masonry Units (brick or block samples)
   2. 8 1/2" x 11" brush out samples of all paint colors.

2. **Interior:** Samples and colors required for submittal.
   1. Ceramic tile
   2. Toilet partitions
   3. Metal Panel Samples

3.3 **Shop Drawing:** Three copies of manufacture's shop drawings for the following items are to be submitted to the Architect's office for approval prior to ordering and installation. The shop drawings must be reviewed by the Architect and bear a review stamp of the Architect.

V/A ARCHITECTURE
2029 Industrial Drive , McAllen, Tx 78504
(956) 631-2242
(956) 686-7916

MEP ENGINEER
MEP Solutions Engineering
Abram Larue Domínguez, P.E. (Electrical)
Luis Javier Peña, P.E. (Mechanical)
600 E. Beaumont Ave., Ste. 2
956/664-2727
956/664-2726 Fax

OWNER'S CIVIL ENGINEER
R. GUTIÉRREZ ENGINEERING CORPORATION

317 E. PARK
PHARR, TEXAS 78577
(956) 782-2557 (956) 782-2558 FAX

A. **Architectural:**
- A. Entrance doors
- B. Hollow metal frames and doors

B. **Structural:**
- A. Roof Trusses
- B. Foundation Rebar

C. **Plumbing:** As indicated in Division 15 of these Design Specifications

D. **HVAC:** As indicated in Division 15 of these Design Specifications

E. **Electrical:** As indicated in Division 16 of these Design Specifications

END OF SECTION 01010

01500 TEMPORARY FACILITIES

1.0 **Temporary toilet:** Provide on the premises, location as approved, one suitable temporary toilet. Maintain the toilet in sanitary condition and remove from site at the completion of the building.

2.0 **Temporary Water and Electric Services:** Arrange for temporary water and electrical services and pay for all water and electricity used for the construction. Run the necessary lines and provide temporary hydrants.

3.0 **Telephone Services:** Provide a telephone for the use of all employees or others involved in construction of the Civil Work. Pay for the installation, maintenance, removal, and all charges for the use of this telephone except charges for all long distance messages, which will be paid for by person making same.

4.0 **SIGNS**
The Contractor shall erect on the site, one painted sign, approximately 8'0" x 8'0", giving the following information: The Project Name
Architectural Firm
General Contractor
The size, color, lettering, and location of the sign shall be as per project sign detail.

E. **PROTECTION OF WORK AND PROPERTY AND INDEMNIFICATION**
The CONTRACTOR shall continuously maintain adequate protection of all its work from damage and shall protect the OWNER'S property from injury or loss arising in connections with this CONTRACT. The CONTRACTOR shall indemnify, defend and save the OWNER harmless from and against any and all loss, costs, claims or liability for damages of any kind arising or alleged to have arisen from the negligent acts or omissions of the CONTRACTOR, its agents, employees or subcontractors to carry insurance as specified.

The CONTRACTOR shall take all necessary precautions for the safety of all persons on the Work and shall comply with all applicable provisions of Federal, State and Municipal safely Laws to prevent accidents an injury to persons on or adjacent to the premises where the Work is being performed. The CONTRACTOR shall erect and properly maintain at all items, as required by the conditions and progress of the Work, all necessary safeguards for the protection of workmen and the public, and shall post danger signs warnings against the hazards created by the various construction activities during the effective period of this CONTRACT.

In an emergency affecting the safety of life or of the Work or of adjoining property, the CONTRACTOR, without special instructions or authorization from the OWNER, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury and the CONTRACTOR shall also act if instructed or authorized to do so by the OWNER.

F. **INSPECTION OF THE WORK**

A. Authorized representative of the ARCHITECT shall at all times have access to the Work being performed, and the CONTRACTOR shall provide proper facilities for such access and shall give the **ARCHITECT 24 hours advanced notice** of when the Work will be ready for observation at the following status of construction broken down into major sections of the Construction Documents such as:

A. Observation of soil conditions after excavation for footings for building pad.

2. Observation of steel reinforcing before placement of concrete slab.

C. Observation of erection of pre-engineered structural steel components.

D. Observation of electrical and plumbing rough-in before floor slab is poured.

5. Observation of roofing application as the roofing work is started.

6. Observation of electrical and plumbing rough-in before wall covering and ceiling are installed.

7. Final electrical, mechanical and plumbing observations.

8. Final observation of the completed project.

If any work should be covered up without approval of the ARCHITECT, the CONTRACTOR shall uncover it for examination upon request by the ARCHITECT and at the CONTRACTOR'S expense.

END OF SECTION 01500

01600 SPECIAL PROCEDURES

PART 1 - GENERAL

1.0 **DESCRIPTION:** Provide the following special procedures as described.

PART 2 - EXECUTION

2.01 **ACCELERATION OF THE WORK**

1. If, in the judgement of the Architect or Owner, it becomes necessary at any time during the stipulated construction period to accelerate the work or a portion thereof, the Contractor when ordered or directed by the Architect or Owner, shall deploy the workmen in such portions of the project where directed, to enable others to properly engage and carry on their work.

2. If, in the judgement of the Architect and Owner, the work is behind schedule and the rate of placement of work is inadequate to retain scheduled process so as to insure timely completion of the entire work or a separable portion thereof, the contractor, when so informed by the Owner, shall immediately take action to increase the rate of work placement. This increase shall be accomplished by any one or a combination of the following or other suitable measures:
   1. An increase in working forces.
   2. An increase in equipment or tools.
   3. An increase in hours of work or number of shifts.
   4. Expedite delivery of materials.

   The Contractor shall within three (3) calendar days after being so informed, notify the Architect of the specific measures taken and/or planned to increase the rate of progress together with an estimate as to when scheduled progress will be regained. Should the plan of action deemed inadequate by the Architect, the Contractor will take additional steps or made adjustments as necessary to his plan of action until it meets with the Owner's approval. The acceleration of work will continue until scheduled progress is regained. Scheduled progress will be established from the latest revised approved progress schedule for the job. Timely completion will be understood as the contract completion date as revised by all time extensions granted at the time acceleration is undertaken.
3. The Contractor shall not be entitled to additional compensation for the additional effort he applies to the work under the terms of this sub paragraph.

2.07 **WAIVER OF LIEN** It is distinctly understood that by virtue or this contract no mechanic, contractor, material man, artisan or laborer, whether skilled or unskilled, shall ever in any manner have claim or acquire any lien upon the building , or any of the improvements of whatsoever nature of kinds so erected, built or situated.

END OF SECTION 01600

01700 CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 **DESCRIPTION** : In anticipation of the completion of construction operations, the contractor shall, in compliance with project specification preparation, coordination, assembly and subsequent transmittal of project documents and records to the Architect for review as on of the prerequisites for certification of substantial completion and final payment.

1.02 **PROJECT RECORDS AND DOCUMENT REQUIRED PRIOR TO SUBSTANTIAL COMPLETION** : The required project records and documents for submittal prior to achievement of substantial completion shall include, but not necessarily be limited, to the following list of items (4) copies of each (unless otherwise noted) bound in (3) three ring binders, with the Project name, Owner's name, Architect's name, and Contractor's name.

1. Provide a list of all sub-contractors and the major suppliers of materials for the project including their business address and telephone numbers, and contract person(s) for Warranty work.

2. Obtain and deliver to Architect, for delivery to Owner, all special tools necessary for maintenance, operation, or monitoring of equipment apparatus.

3. Obtain and deliver to Architect, all printed information regarding special treatment such as tile, glass, wall coverings, floor coverings, cabinets, countertops, woodwork, plastic/fiberglass/acrylic surfaces, hardware, plumbing fixtures, HVAC filter/equipment, and light fixtures.

4. Typewritten record of all tests made of materials, equipment and systems. All such records shall state the date tests were conducted, and the names of all persons making and witnessing the tests, and citing unusual conditions relevant to the test. Documented tests shall include, but not be limited to the following:

1. HVAC systems flow balancing charts, records and test reports.

2. Hot and cold water systems balancing and sterilizing charts, records and test reports including water heaters and element.

3. Complete electrical system test charts and reports.
   1. Power circuits
      All power outlets
      All GFI circuits
      All circuit breakers
      All equipment connections
      All grounding systems

   2. Lighting Circuits
      All interior lighting circuits and controls
      All exterior lighting circuits and controls
      All fixture mounting and connections
      All emergency lighting

   3. Appliance and Equipment Circuits
      Verify proper voltages
      Verify proper operation
      Test all equipment and appliances

4. Fire alarm system tests

5. Communication system tests

4. Doors, Hardware and Weather-stripping/operation test reports.

5. Manufacturer's printed instruction manuals describing operating, servicing, maintenance and repair of each item of equipment and apparatus, including a complete description of each item with all ratings, capacities, and characteristics along with full detailed parts lists including all numbered parts of each item.

6. Written documentation indicating that the Owner has received all of the prescribed sessions of in-service training associated with systems, materials, equipment, maintenance, and procedures, including, but not limited to the following:
   1. Plumbing Systems
   2. Heating, Ventilating and Air Conditioning Systems
   3. Electrical Systems
      1. Power
      2. Lighting
      3. Fire Alarm
      4. Communication

7. Keys and key identification and written certification that all locks have been changed immediately prior to transmitting keys. All keys shall be transmitted to Owner at Substantial Completion. Owner shall disperse key(s) to Contractor to complete punch list.

8. Warranties, Bonds, Guarantees, and Certifications.

   1. General Contractor's 1 year Warranty
   2. Termite Protection 5 year Guarantee
   3. Roofing Contractor's 10 year Guarantee
   4. Door Manufacturer's Guarantee(s)
   5. Hardware Manufacturer's Guarantee(s

   6. Plumbing Contractor's Guarantee(s)
      1. General Guarantee
      2. Water Heater Guarantee(s)
      3. Fixtures and trim Guarantee(s)
      4. Special Equipment Guarantee(s)

   7. HVAC Contractor's Guarantee(s)
      1. General Guarantee

   8. Electrical Contractor's Guarantee(s)
      1. General Guarantee
      2. Panel and Equipment Guarantees
      3. Lighting Fixtures and Equipment Guarantee(s)
      4. Special Equipment Guarantee(s)

   1. Hollow Metal Guarantee(s)
   10. Toilet Partitions Guarantee
   11. Specialties guarantee(s)
   12. Kitchen Equipment, etc. Guarantee(s)

9. Record / As built Drawings and Specifications (TWO SETS)

10. Documents required by other sections of the plans and specifications.

11. Fire Chief/Marshall's inspection certificate

12. Occupancy Permit

13. Labels from all labeled doors, frames, assemblies, etc.

14. Contractor's "punch list" of items to be completed

O. Include Table of Contents with tabbed, rigid dividers between sections. Three ring binders shall be white with clear plastic cover to receive front and side title information.

P. Such materials shall be included, by General Contractor, in a section entitled **"MAINTENANCE".**

Q. Such test data shall be included within the 3-ring binder and within a section entitled **"TEST DATA".**

R. Such instruction manuals shall be included in the 3-ring binder and shall be entitled **"MANUALS".**

S. Such documentation shall be included within the 3-ring binder and within a section entitled **"IN-SERVICE TRAINING".**

20. Such key identification and documentation shall be included within the 3-ring binder and in a section entitle **"KEYS".**

21. Such warranties, Bonds, Guarantees and Certifications shall be included within separate sections within the 3-ring binder and shall be entitled **"BONDS", "CERTIFICATES", "GUARANTEES".**

22. Drawings shall be reduced to an 11" high height with width folded-in.

23. Sections shall each be tabbed and entitled with rigid dividers.

All above information is to be transmitted to Architect at one time prior to requesting substantial completion inspection.

1.03 PROJECT RECORDS AND DOCUMENTS REQUIRED PRIOR TO FINAL PAYMENT

The following project records and documents for submittal prior to final payment shall include, but not necessarily be limited to, the following list of items (4 copies of each):

A. General Contractor's written certification that all punch list items have been completed.
B. Certification of Contractor's affidavit of payment of debts and claims, AIA G706A.
C. Certification of Contractor's affidavit of release of Liens, AIA G706A.
D. Certificate of consent of surety company to final payment, AIA G707.
E. Documents required elsewhere in the specifications or plans.
F. Contractor's request for final payment.
G. Resolution of all allowances.

CLEANING UP: Leave all area in clean condition; remove from site all waste material, lumber, debris, etc. Glass windows to be thoroughly cleaned and washed, replace all broken glass.

END OF SECTION 01700

COMcheck Software Version 3.3.1
Lighting Compliance Certificate

2001 IECC

Report Date: 10/28/08

Data filename: K:\01-Projects\08081-PCT 2 Park\ComCheck\Comcheck.cck

Section 1: Project Information

Project Title: SOUTH TOWER CRC/PARK

Construction Site:	Owner/Agent:	Designer/Contractor:
ALAMO, TX	Reynaldo Vargas VA Architecture 2029 Industrial Drive McAllen, TX 78504 956.631.2242	Abram L. Dominguez MEP Solutions Engineering 600 E. Beaumont Ave. McAllen, TX 78501 956.664.2727

Section 2: General Information

Building Use Description by: **Activity Type**
Project Type: **New Construction**

Activity Type(s)	Floor Area
Storage, Industrial and Commercial	664
Corridor, Restroom, Support Area	590

Section 3: Requirements Checklist

Interior Lighting:

☐ 1. Total actual watts must be less than or equal to total allowed watts.

Allowed Watts	Actual Watts	Complies
1136	1040	YES

Exterior Lighting:

☐ 2. Efficacy greater than 45 lumens/W.
Exceptions:

Specialized lighting highlighting features of historic buildings; signage; safety or security lighting; low-voltage landscape lighting.

Controls, Switching, and Wiring:

☐ 3. Independent controls for each space (switch/occupancy sensor).
Exceptions:

Areas designated as security or emergency areas that must be continuously illuminated.

Lighting in stairways or corridors that are elements of the means of egress.

☐ 4. Master switch at entry to hotel/motel guest room.

☐ 5. Each space provided with a manual control to provide uniform light reduction capability.
Exceptions:

Only one luminaire in space;

An occupant-sensing device controls the area;

The area is a corridor, storeroom, restroom, public lobby or guest room;

Areas greater than 250 sq.ft.

☐ 6. Automatic lighting shutoff control in spaces greater than 250 sq.ft in buildings larger than 5,000 sq.ft.

☐ 7. Photocell/astronomical time switch o[redacted]erior lights.
Exceptions:

Lighting intended for 24 hour use.

☐ 8. Tandem wired one-lamp and three-lamp ballasted luminaires (No single-lamp ballasts).
Exceptions:

Electronic high-frequency ballasts; Luminaires not on same switch.

Section 4: Compliance Statement

Compliance Statement: The proposed lighting design represented in this document is consistent with the building plans, specifications and other calculations submitted with this permit application. The proposed lighting system has been designed to meet the 2001 IECC, Chapter 8, requirements in COM*check* Version 3.3.1 and to comply with the mandatory requirements in the Requirements Checklist.

ABRAM L. DOMINGUEZ — Name - Title

Abram L. Dominguez — Signature

10.28.08 — Date

COM*check* Software Version 3.3.1

Lighting Application Worksheet

2001 IECC

Report Date:

Data filename: K:\01-Projects\08081-PCT 2 Park\ComCheck\Comcheck.cck

Section 1: Allowed Lighting Power Calculation

A Area Category	B Floor Area (ft2)	C Allowed Watts / ft2	D Allowed Watts (B x C)
Storage, Industrial and Commercial	664	1	664
Corridor, Restroom, Support Area	590	0.8	472
		Total Allowed Watts =	1136

Section 2: Actual Lighting Power Calculation

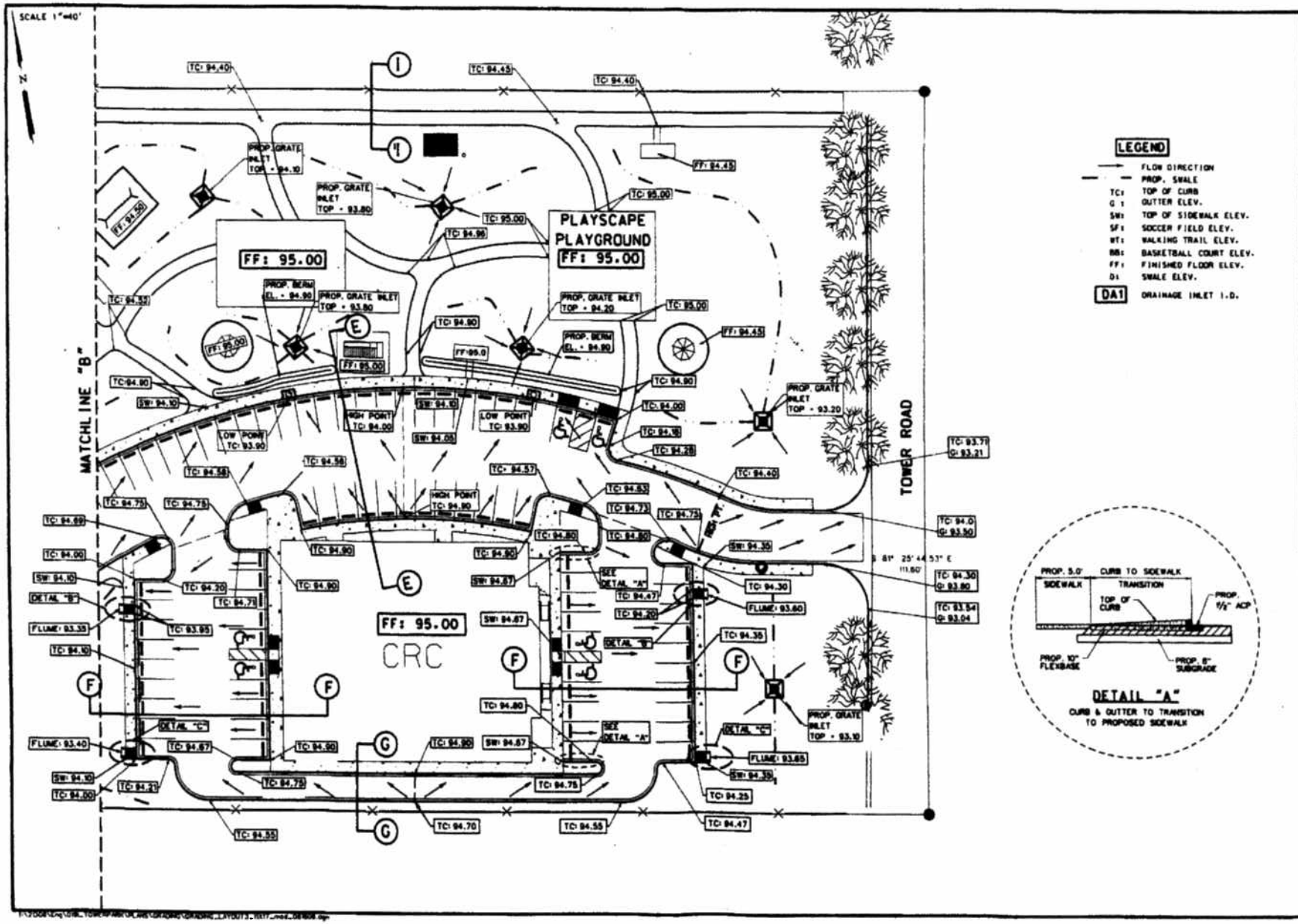
A Fixture ID : Description / Lamp / Wattage Per Lamp / Ballast	B Lamps/ Fixture	C # of Fixtures	D Fixture Watt.	E (C X D)
Linear Fluorescent 1: A: FIBERGLASS WRAPAROUND / 48" T8 32W / Electronic	2	8	65	520
Linear Fluorescent 2: B: 4' STRIP WITH WIRE GUARD / 48" T8 32W / Electronic	2	8	65	520
			Total Actual Watts =	1040

Section 3: Compliance Calculation

If the Total Allowed Watts minus the Total Actual Watts is greater than or equal to zero, the building complies.

Total Allowed Watts =	1136
Total Actual Watts =	1040
Project Compliance =	96

Lighting PASSES Design is better than code



R. Gutierrez Engineering
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 783-2957 • (FAX) 956 783-2958

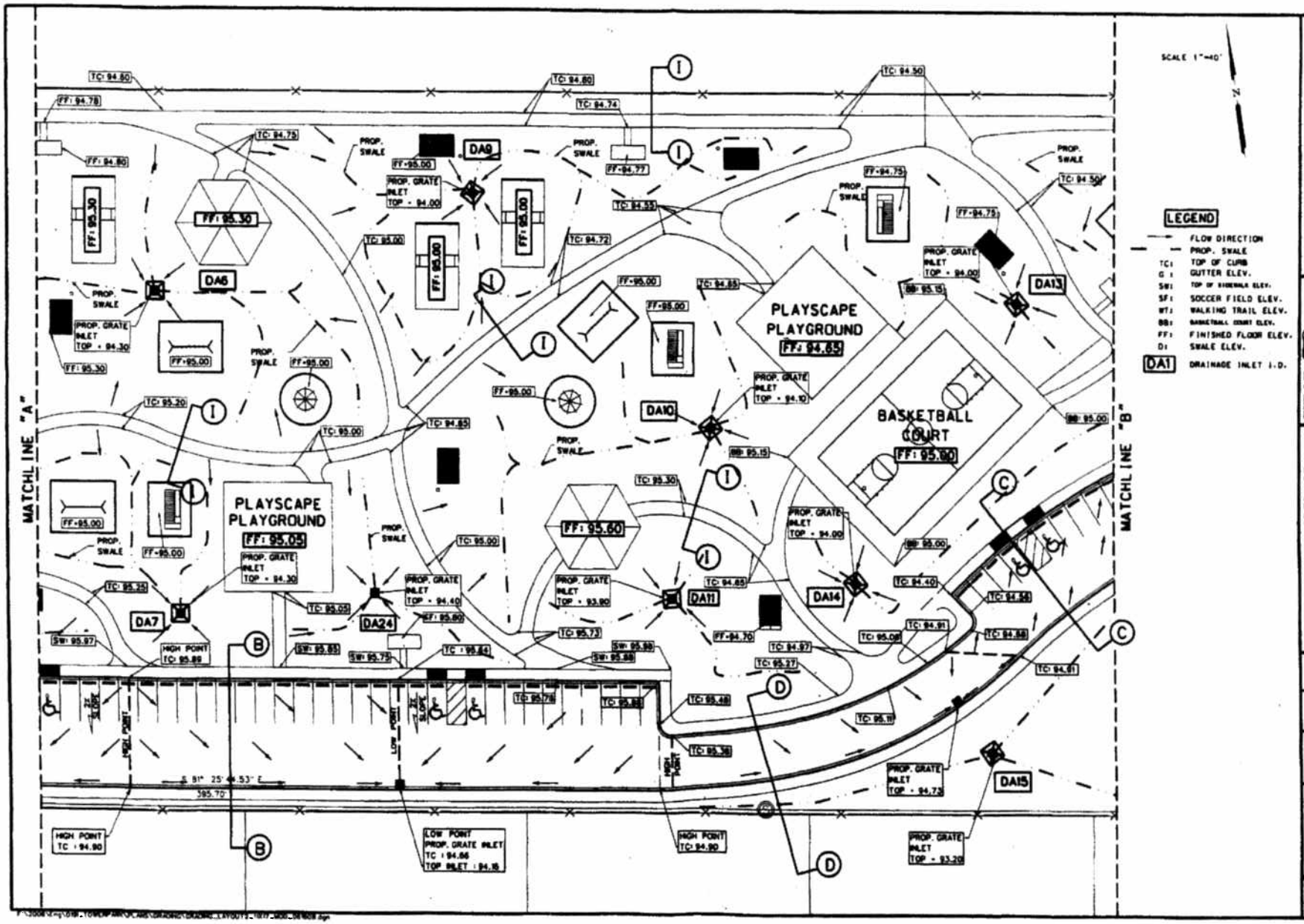
HIDALGO COUNTY PRECINCT No 2
PHARR AND MULTI-PURPOSE FACILITY

GRADING LAYOUT

JOB No.	
SURVEY BY:	
DRAWN BY:	
PREPARED BY:	
CHECKED BY:	

REVISION | DATE | BY

SHEET No.
9

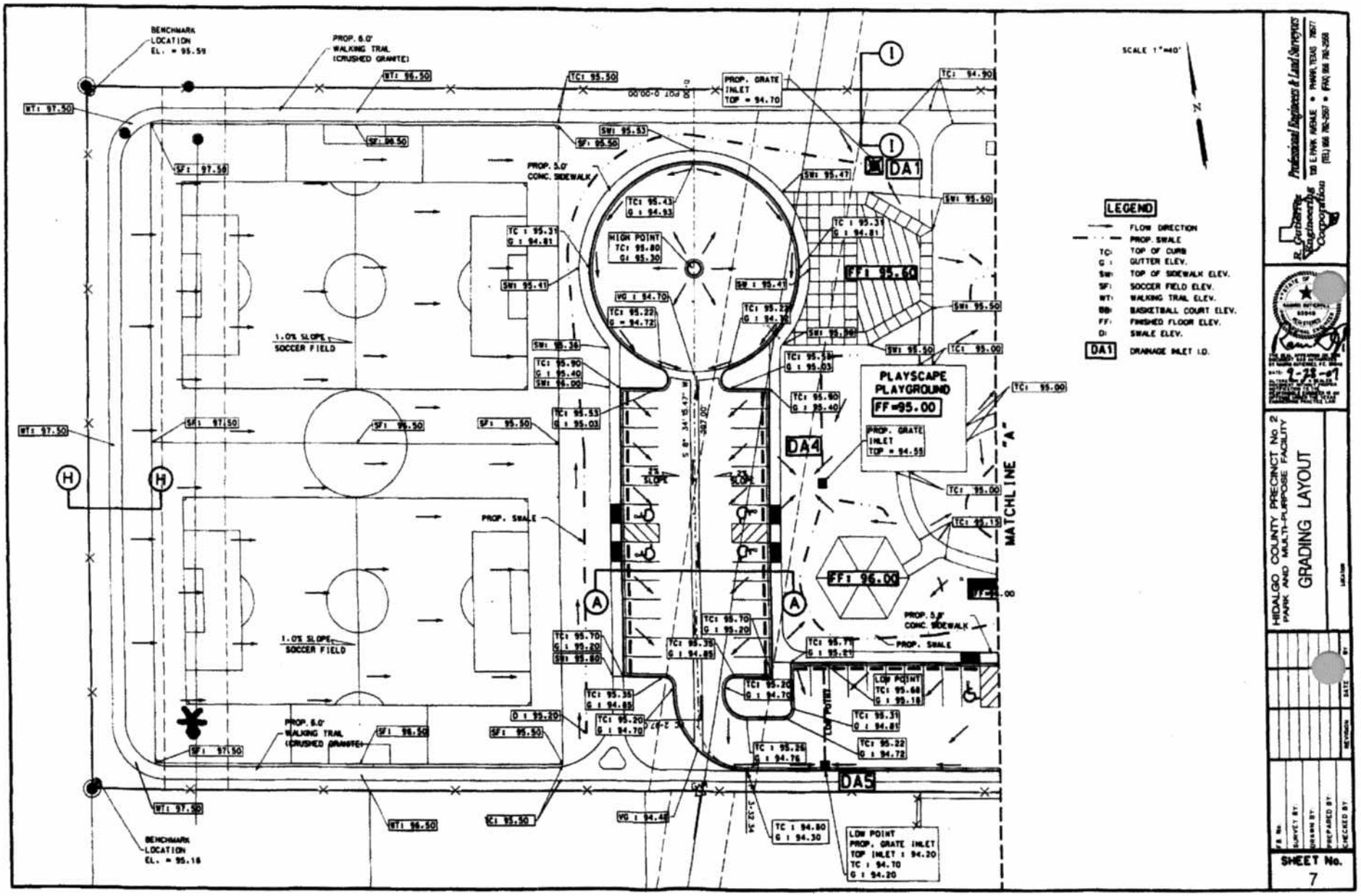


R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
109 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 787-3521 • (FAX) 956 787-3538

HIDALGO COUNTY PRECINCT No 2
PARK AND MULTI-PURPOSE FACILITY

GRADING LAYOUT

SHEET No.
8



R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE • PHARR, TEXAS 78577
(TEL) 956 783-3567 • (FAX) 956 783-3568

9-23-21

HIDALGO COUNTY PRECINCT No 2
PARK AND MULTI-PURPOSE FACILITY

GRADING LAYOUT

NO.	REVISION	DATE	BY

JOB No.
SURVEY BY:
DRAWN BY:
PREPARED BY:
CHECKED BY:

SHEET No.
7

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. THREE

November 12, 2008

PREPARED BY
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: **South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2 #2008-403-11-06-MSS**

Date: **November 12, 2008**

Prepared By: **V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax**

ITEM ONE: **SPECIFICATIONS** **SECTION 10426**

DELETE all reference to building plaque from Section 10426. Building plaque **shall not be required** for this project.

ITEM TWO: **CLARIFICATIONS FOR RESTROOM/STORAGE BLDG. ONLY:**

1. It shall be the contractor's option to provide, conventional roof framing comprised of 2x12 hip rafters, 2x8 jack rafters at 16" o.c., and 2x6 ceiling rafters at 16" o.c. in lieu of pre-engineered roof trusses.

2. One 18" x 42" solid plastic, wall mounted urinal screen **shall be provided** at the men's restroom.

3. Wall section d/a-09, depicting a 32" diameter metal ventilation louver, **shall be applicable** to the exterior wall of both the men's restroom and the women's restroom.

4. Wall section e/a-09, depicting the interior wall extending up the roof structure, **shall be applicable** to all three interior walls of storage room 104.

PURCHASING DEPARTMENT
County Of Hidalgo

November 12, 2008

RE: ADDENDUM NO.3
FOR RFP No.:2008-403-11-06-MSS
Hidalgo County Precinct No. 2 -"South Tower CRC/Park Pending Construction Items"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGE 1 OF 1** in connection with **HIDALGO COUNTY – PRECINCT No. 2**-request for proposal for **"South Tower CRC/Park Pending Construction Items"**

Please add this **ADDENDUM NO. 3** to your packet, so as to permit your company to submit a complete proposal. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 3** by signing and returning this notice by no later than Wednesday, November 12, 2008 at 5:00 P.M. via fax to (956) 292-7612 or via e-mail to: moises.salazar@co.hidalgo.tx.us

If you do not receive all pages of **ADDENDUM NO. 3** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 3** will complete your packet for **Hidalgo County Precinct No. 2 -"South tower CRC/Park Pending Construction Items"**

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 3
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

ADDENDUM NO. 3

November 12, 2008

"HIDALGO COUNTY PRECINCT NO. 2"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"

RFP NO.: #2008-403-11-06-MSS
Opening Date: NOVEMBER 13, 2008 @ 11:00 AM

PLEASE NOTE CHANGES AS FOLLOWS:

No. 1 SEE ATTACHED ADDENDUM NO. 3 PAGES 1 AND 2 AS PREPARED BY PROJECT ARCHITECT.
TWO ITEMS TO BE CORRECTED/CLARIFIED:

ITEM I. RELATES TO SPECIFICATIONS

ITEM II. RELATES TO CLARIFICATIONS FOR RESTROOMS/STORAGE BUILDING

I, Allan Moore, acknowledge receipt of ADDENDUM NO. 3 dated, NOVEMBER 12, 2008, for RFP: HIDALGO COUNTY PRECINCT NO. 2 - **"SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS"**

Allan Moore — Printed Bidder Name

November 12, 2008 — Date

NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.....

SOUTH TOWER CRC/PARK PENDING CONSTRUCTION ITEMS

FOR

HIDALGO COUNTY PCT. 2

#2008-403-11-06-MSS

ADDENDUM NO. THREE

November 12, 2008

PREPARED BY
V•A Architecture
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242
(956) 686-7916 Fax

SEAL & SIGNATURE ON FILE @
ARCHITECT'S OFFICE

THE ADDENDUM

All parties wishing to submit on this project shall be responsible for reading the entire addendum. Failure to note any items of the addendum does not relieve any party from performing per instructions, providing that the information is set forth once, any place in this addendum.

This addendum forms a part of the contract documents modifying and superseding where it is inconsistent with them. All other conditions of the conditions of the contract documents remain unchanged.

Acknowledge receipt of this addendum by inserting its number in the bid proposal form.

Project: South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2
#2008-403-11-06-MSS

Date: November 12, 2008

Prepared By: V•A Architecture, 2029 Industrial Dr., McAllen, Tx 78504 956/631-2242; 956/686-7916 Fax

ITEM ONE: SPECIFICATIONS SECTION 10426

DELETE all reference to building plaque from Section 10426. Building plaque **shall not be required** for this project.

ITEM TWO: CLARIFICATIONS FOR RESTROOM/STORAGE BLDG. ONLY:

1. It shall be the contractor's option to provide, conventional roof framing comprised of 2x12 hip rafters, 2x8 jack rafters at 16" o.c., and 2x6 ceiling rafters at 16" o.c. in lieu of pre-engineered roof trusses.

2 One 18" x 42" solid plastic, wall mounted urinal screen **shall be provided** at the men's restroom.

3 Wall section d/a-09, depicting a 32" diameter metal ventilation louver, **shall be applicable** to the exterior wall of both the men's restroom and the women's restroom

4. Wall section e/a-09 depicting the interior wall extending up the roof structure, **shall be applicable** to all three nterior walls of storage room 104

AI-14837 **22.C.1.**

SOQ-Professional Engineering Svcs-FM 681 Project-Precinct No 3
CC REGULAR

Date:	04/07/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

A. Requesting exemption from competitive bidding requiremens under the Texas Local Government Code, Section 262.024(A)(4)(a), a professional service for Engineering Services (including Right-Of-Way Mapping and Right-Of-Way Acquisition) in connection with: FM 681 from SH 107 west to FM 492 Project-Precinct No 3.

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluation through the County's approved pool of engineers in connection with professional engineering services (including Right-Of-Way Mapping and Right-Of-Way Acquisition)required for the FM 681 from SH 107 to FM 492 project-Precinct No 3
1st_____
2nd_____
3rd_____

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of_____for the provision of Engineering Services (including Right-Of-Way Mapping and Right-Of-Way Acquisition) for the FM 681 from SH 107 to FM 492 project-Precinct No 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-00-123-039-0-841

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

BUDGETARY IMPACT:

Available balance of $1,250,000 as of 4/02/09.

Attachments

Link: Grid-FM 681

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:31 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:37 PM	APRV

3	Perla Lopez	Perla Lopez	04/03/2009 08:13 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Darlene Betancourt

Started On: 04/01/2009 10:05 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Engineering Services
FM 681 from SH 107 West,
To FM 492

GRID

ENGINEERING FIRMS

	L & G Engineering	**Quintanilla, Headley & Associates, Inc.**	**Izaguirre Engineering Group**
Evaluator No 1	**100**	**97**	**95**
Total Scores	**100**	**97**	**95**
RANKING by Precinct No. 3			

* Evaluation completed by Commissioner Joe Flores, Precinct No. 3

Commissioners Court agenda: April 07, 2009,

AI-14849 **22.C.2.**

Requesting approval of corrected WA#1 for Javier Hinojosa
CC REGULAR

Date:	04/07/2009
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 consideration, discussion, and approval of CORRECTED Work Authorization #1 in the amount of $24,868.35 with Javier Hinojosa to provide engineering services for, "Drainage Improvements of Moorefield Rd from Mi 5 North to the County's West Main Drainage Ditch" for Precinct No. 3.

BACKGROUND

To CORRECT the amount from $21,868.35 to $24,868.35. This to include the 2 parcels indicated in the Exhibit D Cost Proposal.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-733

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

BUDGETARY IMPACT:

Available funds of $119,642.90 as of 4/03/09.

Attachments

Link: WA# (Corrected)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:41 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:44 PM	APRV
3	Perla Lopez	Perla Lopez	04/03/2009 08:54 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Rocio Villarreal Started On: 04/01/2009 02:01 PM

Final Approval Date: 04/03/2009

"Corrected"

HIDALGO COUNTY

Professional Engineering Services
Contract # C08-505-01-20
(Drainage Improvements Projects)
Work Authorization Form

WORK AUTHORIZATION NO. 1

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, **JAVIER HINOJOSA ENGINEERING** professional engineers of **MCALLEN,** Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide **Engineering Services required for the preparation of the plans, specifications and construction staking for the drainage improvements of Moorefield Road from Mile 5 north approximately 700 linear feet and east approximately 1,300 linear feet to the County's West Main Drainage Ditch. These improvements will consist of construction of drain lines and inlets and discharging into the County's West Main drain ditch.**

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 **$24,868.35.** 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. **1** shall be funded through funding source:
Account No. 9-1339-431-00-123-069-0133
Requisition Number 150318 **(MUST BE INCLUDED AFTER CC APPROVAL)**
PO# 619299

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 _____.

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.3 Commissioner **Joe M. Flores** as to content and detail of this Work Authorization No. **1.**

HIDALGO COUNTY
COMMISSIONER PRECINCT NO.3:

BY:_____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of_____, 2009.

THE ENGINEER:
JAVIER HINOJOSA ENGINEERING

_____
By: Javier Hinojosa, P.E, Owner

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D Salinas III, County Judge
or Presiding Officer

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" - Cost Proposal

EXHIBIT "D"
Preliminary Cost Estimate
Hidalgo County Precinct No. 3 Drainage Improvements
Moorefield Road Drainage Outfall (Mile 5 North)
Prepared By: Javier Hinojosa Engineering
February 10, 2009

A. Moorefield Road Drainage Outfall (Mile 5 North)

1. 42" RCP Pipe	1,300	LF	@	$65.00	=	$84,500.00
2. 30" RCP Pipe	700	LF	@	$45.00	=	$31,500.00
3. 24" RCP Pipe	80	LF	@	$35.00	=	$2,800.00
4. Trench Protection	2,080	LF	@	$4.00	=	$8,320.00
5. Grate Inlet	4	EA	@	$4,000.00	=	$16,000.00
6. 5' Dia. Manhole	2	EA	@	$4,000.00	=	$8,000.00
7. Waterline Adjustments	2	EA	@	$5,000.00	=	$10,000.00
8. Water Service Adjustments	6	EA	@	$1,000.00	=	$6,000.00
9. Irrigation Adjustments	1	EA	@	$10,000.00	=	$10,000.00
10. Down Drain	1	EA	@	$5,000.00	=	$5,000.00
11. Traffic Control	Lump Sum		@	$10,000.00	=	$10,000.00
12. Pavement Repair (Overlay)	1,900	SY	@	$8.50	=	$16,150.00

Subtotal	:	**$208,270.00**
Engineering Design Fee	:	**$21,868.35**
R.O.W. Parcels (2 @ $1500.00)	:	**$3,000.00**
Laboratory Testing	:	**$6,000.00**
Contingency (10%)	:	**$20,827.00**
Total	:	**$259,965.35**

AI-14769 **22.D.1.**

Purchase of (1) New 2008 Hino w/Dump Body
CC REGULAR

Date:	04/07/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #281-07 for the purchase of the following equipment for Hidalgo County Precinct #4:

Project #09-173-OGG:
(1) One New 2008 268 HINO W/DUMP BODY $63,850.00
TASB Buyboard Fee's $ 400.00
Total amount requested not to exceed $64,250.00

BACKGROUND

As per action taken on Commissioners Court 03/31/09 no action was taken in order to appropriate funds for Tandum Trucks and this unit is to purchase with proposed acct #9-1204-431-00-124-007-0-741 for use at Pct.#4.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-741
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 4-3-09 $290,000.00

Attachments

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 12:32 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:35 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 12:43 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Oscar Garza Started On: 03/26/2009 12:54 PM

Final Approval Date: 04/03/2009

10200 NORTH LOOP EAST
HOUSTON, TX 77029

BUYBOARD

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	281-07	Date Prepared:	3/2/2009

This Form must be prepared by Contractor and given to End User. The BUYBOARD administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to BUYBOARD @800-211-5454. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	RUSH TRUCK CENTERS OF TEXAS L.P.
Contact Person:		Prepared By:	BOB LAKE
Phone:		Phone:	713-495-6314/800-580-7383
Fax:		Fax:	800-574-6208
Email:		Email:	laker@rush-enterprises.com

Product Code:	268	Description:	2008 268 HINO WITH DUMP BODY

A. Product Item Base Unit Price Per Contractor's BUYBOARD Contract: $ 47,950.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
6-8 YD DUMP BODY	$ 11,366.00		
AIR CONDITIONING	INCL		
ALLISON AUTOMATIC	$ 3,553.00		
EXHAUST BRAKE	INCL		
POWER WINDOWS	$ 387.00		
TWO MAN BENCH SEAT	$ 250.00		
AM-FM CD	$ 344.00		
		Subtotal From Additional Sheet(s):	$ -
		Subtotal B:	$ 15,900.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	$ -

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** $ -

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
		Subtotal D:	$ -

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D): $ 63,850.00

Quantity Ordered:	1	X Subtotal of A + B + C + D:	63850	=	Subtotal E:	$ 63,850.00

F. BUYBOARD Fee Calculation (From Current Fee Table) Subtotal F: $ 400.00

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	

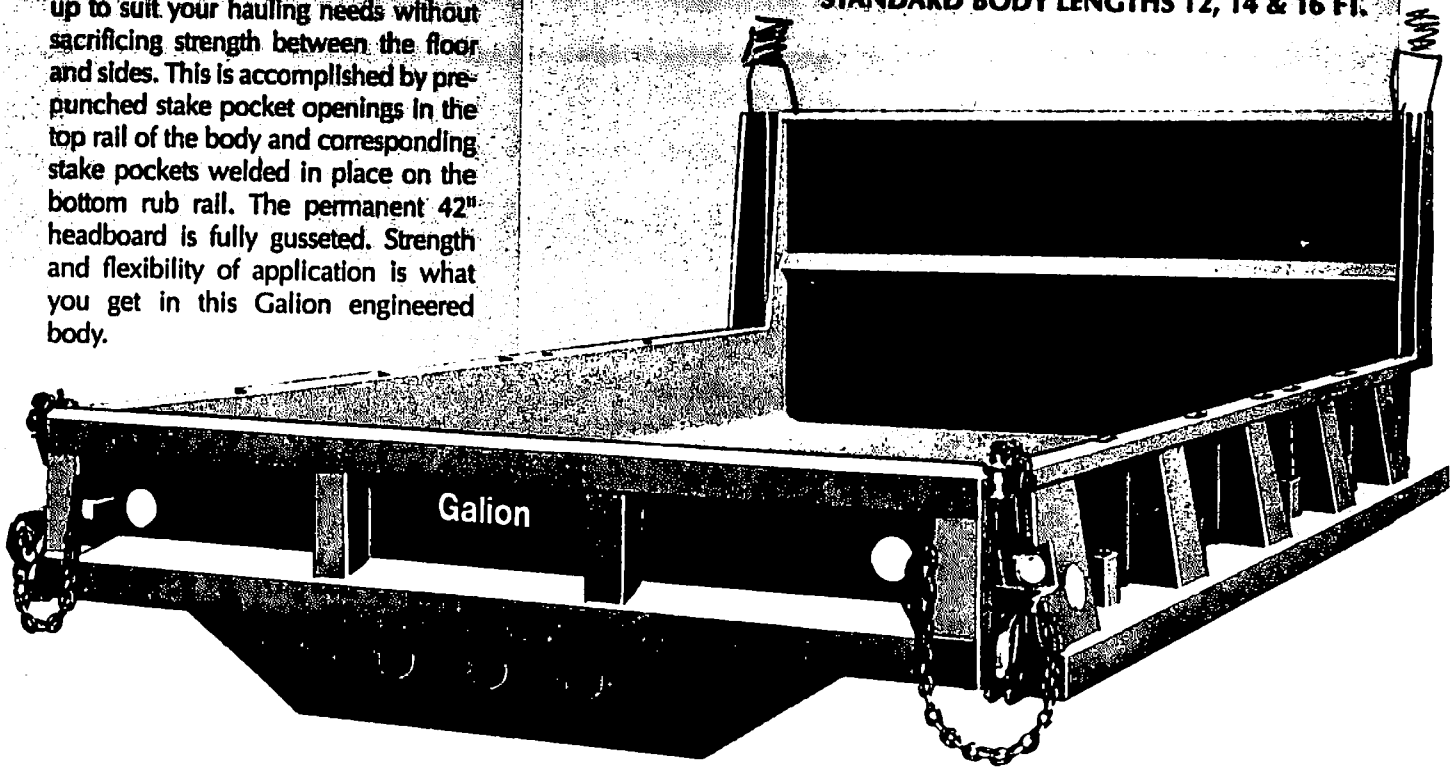
Delivery Date:	180 ETA	H. Total Purchase Price (E+F+G):	$ 64,250.00

APP [signature] 2/11/09

PLD-12, PLD-14, PLD-16 PACKAGES

STANDARD BODY LENGTHS 12, 14 & 16 FT.

APPLICATION ENGINEERED:
The Galion PLD contractor flatbed incorporates all the strength of 301-UN dump body. It is designed for use with a scissors or twin telescopic type conversion hoist. The PLD is extremely versatile because the sides can be built up to suit your hauling needs without sacrificing strength between the floor and sides. This is accomplished by prepunched stake pocket openings in the top rail of the body and corresponding stake pockets welded in place on the bottom rub rail. The permanent 42" headboard is fully gusseted. Strength and flexibility of application is what you get in this Galion engineered body.



CONTINUOUS WELDED CONSTRUCTION

•

TAPERED BOX SIDE BRACES

•

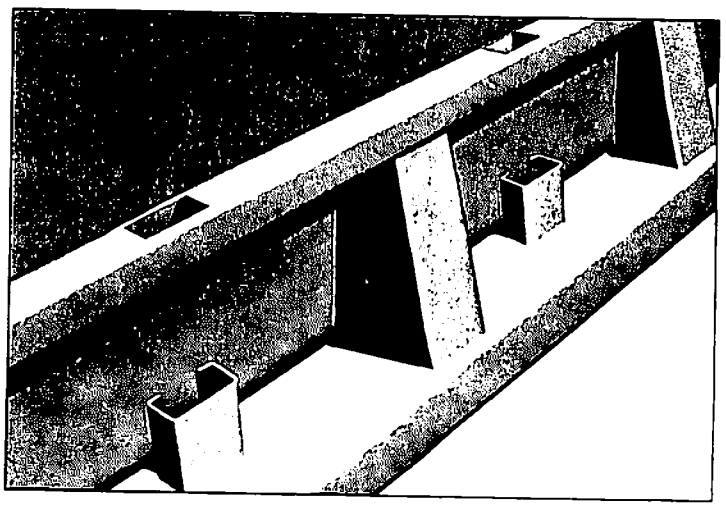
FLAT RUB RAILS

•

42" PERMANENT HEADBOARD

•

2" SIDE-TO-FLOOR RADIUS



Top rails are prepunched with stake pocket openings. Stake pockets welded directly underneath on flat rub rail. Extra strong and versatile, allowing you to build up sides as desired

APPLICATION ENGINEERED TO JOB AND CHASSIS

Galion®
DUMP BODIES & HOISTS

AI-14858 **22.D.2.**

Purchase of One (1) New Peterbilt 340 Dump Trucks

CC REGULAR

Date:	04/07/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of proposal(s) received from Rush Truck Houston/ Pharr, TX awarded vendor through Hidalgo County's participation/membership with TASB Buyboard Contract #281-07 for the purchase of (1) One New Tandum Dump Truck in an amount not to exceed $107,724.00 Hidalgo County Precinct #4 for Project #09-174-OGG (San Carlos Drainage Improvement Project)

BACKGROUND

As per action taken on Commissioners Court on 03/31/09 proposed unit was eliminated in order appropriate funds; TASB Buyboard fee's and delivery included in AI#14754.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-741

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

BUDGETARY IMPACT:

Funding pending approval of AI#14912 CC 4/7/09

Attachments

Link: quote

Link: quote

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:44 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:48 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 12:31 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Oscar Garza — Started On: 04/01/2009 03:04 PM

Final Approval Date: 04/03/2009

BuyBoard

Rush Truck Center - Houston

The following details shall be provided with any BuyBoard purchase order. Fax Purchase Orders to (800) 211-5454

BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Prepared By	**Charlie Plouse**
[Address P.O. to:]	**10200 N. Loop East**	Vendor Phone	(713) 495-6300
	Houston, Texas 77029	Vendor Fax	(713) 695-9630
		Vendor Toll Free	(800) 580-7383
		Date Prepared	March 26, 2008
Government Agency:	**HIDALGO COUNTY (PCT 4)**	Gov. Agency	**HIDALGO COUNTY**
[Ship to:]	**1102 N. DOOLITTLE ROAD**	**[Bill to:]**	**P.O. BOX 1350**
	EDINBURG, TEXAS 78540		**EDINBURG, TEXAS 78529**
Contacts Name:	**OSCAR GARZA**	Gov. Agcy. Phone No.	**(956)318-2626**
Product Description:	**PETERBILT 340 DUMP TRUCKS**	G. A. Fax No:	**(956) 292-7612**

I	**BuyBoard Contract #281-07**	Price List	PETERBILT # 4	Base Price	$ 64,780.00
II:	**Base Bid Options:**	(Itemize Below)			
•	Please See Attached List	$ 21,819.18	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
•		$ -	•	$ -	
	Subtotal	$ 21,819.18	Subtotal	$ -	
III	Unpublished Options added to Contract Price: Subtotal of Col. I & II of 2)				$ 21,819.18
IV	Total I + VI				$ 86,599.18
V	Non-Base Options	(Itemize below)	NON-BASE	0.24 %	
VI:	Non-Published Options (Please see attached)			EACH	$ 20,724.82
VII:	Unit Cost with Discount				$ 107,324.00
VIII	Quantity Ordered Units:	3	x "F"		$ 321,972.00
IX	Trade-in or other Credit(s)				
		$ -	0		$ -
X	**TOTAL PURCHASE PRICE INCLUDING VIII + IX**				$ 321,972.00

Delivery to Hidalgo County, Pct # 4 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

MARCH, 2009

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #4

March 30, 2009

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

BID CHASSIS LIST	$	100,221.00
LESS CHASSIS LIST	$	(77,727.00)
OPTIONS OFFERED TOTAL	**$**	**22,494.00**
LESS 3% CONTRACT DISCOUNT	$	21,819.18

UNPUBLISHED OPTIONS:

16-18 CU YD DUMP BODY	$	14,902.64
LINER [LINE-X]	$	5,572.18
STOBE LIGHT	$	250.00
TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$	20,724.82

PETERBILT AND BODY OPTIONS

BuyBoard **Rush Truck Center - Houston**

The following details shall be provided with any BuyBoad purchase order (Fax Purchase Order to {800}211-5454

BuyBoard Vendor:	**Rush Truck Center, Houston [FOR RTC-PHARR]**	Prepared By:	**Charlie Plouse**
[Address P.O. to:]	**10200 N. Loop East**	Vendor Phone:	(713) 495-6300
	Houston, Texas 77029	Vendor Fax:	(713) 695-9620
		Vendor Toll Free	(800) 580-7383
		Date Prepared	April 3, 2009
Government Agency:	**HIDALGO COUNTY (PCT 4)**	**Gov. Agency**	HIDALGO COUNTY
[Ship to:]	**1102 N. DOOLITTLE ROAD**	**[Bill to:]**	P. O. BOX 1356
	EDINBURG, TEXAS 78540		EDINBURG, TEXAS 78529
Contacts Name:	**OSCAR GARZA**	Gov. Agn. Phone No:	(956)318-2626
		G. A. Fax No:	(956) 292-7612
Product Description:	**PETERBILT 340 DUMP TRUCK**		

I: **BuyBoard Contract #281-07** Price List: PETERBILT # 4 Base Price **$ 64,780.00**

II: Base Bid Options: (Itemize Below)

*	Please See Attached List	$ 21,819.18	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
*		$ -	*		$ -
	Subtotal	**$ 21,819.18**	*	**Subtotal**	**$ -**

III: Unpublished Options added to Contract Price (Subtotal of Co. 1 & Col 2) **$ 21,819.18**

IV: Total **IV + VI** **$ 86,599.18**

V: Non-Base Options (Itemize below) NON-BASE = 0.24 %

VI: Non-Published Options (Please see attached) EACH **$ 21,124.82**

VII: Unit Cost with Discount **$ 107,724.00**

VIII: **Quantity Ordered** Units: 1 x "E" **$ 107,724.00**

IX: Trade-in or other Credit(s)

	$ - 0	$ -

X: **TOTAL PURCHASE PRICE INCLUDING VIII + IX** $ 107,724.00

Delivery to Hidalgo County, Pct # 4 90 DAYS A.R.O.

CONTRACT 10/1/2007 TO 9/30/2010

Fax all Purchase Orders to BuyBoard at (800) 211-5454

HIDALGO COUNTY

BUYBOARD OFFER

APRIL, 2009

April 3, 2009

RUSH TRUCK CENTERS OPTIONS
HIDALGO COUNTY, PRECINCT #4

PUBLISHED OPTIONS:

PLEASE REFER TO THE FOLLOWING SPECIFICATIONS

BID CHASSIS LIST	$	100,221.00
LESS CHASSIS LIST	$	(77,727.00)
OPTIONS OFFERED TOTAL	**$**	**22,494.00**
LESS 3% CONTRACT DISCOUNT	$	21,819.18

UNPUBLISHED OPTIONS:

16-18 CU YD DUMP BODY	$	14,902.64
LINER [LINE-X]	$	5,972.18
STOBE LIGHT	$	250.00
TOTAL OF UNPUBLISED OPTIONS FOR PAGE 1	$	21,124.82

AI-14809 **22.D.3.**

Pct 4-WA #1-Millennium Engineers Group Inc.-C-08-472-03-24 (Paving Imprv Proj at 201-217 N Closner, Edbg, Tx)

CC REGULAR

Date:	04/07/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Work Authorizations No. 1 in the amounts of $ 6,944.31 from Millennium Engineers Group, Inc. for "Geotechnical Engineering Services and Construction Material Testing" within Hidalgo County Pct. No. 4, in connection with Contract No. C-08-472-03-24 for (the Paving Improvements Project located at 201-217 North Closner, Edinburg, Texas).

BACKGROUND

Work Authorization No. 1-MEG (Paving Improvements Project located at 201-217 N. Closner, Edinburg, Texas)
Project under the Safety Division-Roy Quintanilha.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-40-220-028-0-739

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

BUDGETARY IMPACT:

Available balance as of 4-3-09 $256,415.88

Attachments

Link: WA #1-Millennium Engineers Group Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 12:36 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 12:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 10:11 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Letty Saenz Started On: 03/31/2009 08:43 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY

Professional Engineering Services
Contract # C-08-472-03-24
Work Authorization Form

WORK AUTHORIZATION NO. 1

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, **Millennium Engineers Group, Inc.**, professional engineers of Edinburg , Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide

Geotechnical Engineering Services and Construction Materials Testing for Hidalgo County "Paving Improvements (Curb-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, Tx." Bid No. 2008-111A-08-27-MSS. Projects are located in Precinct # 4.

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 **$6,944.31.** 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 3 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 9-1336-419-40-820-028-0-739
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by **Hidalgo County Precinct # 4,** Commissioner Oscar Garza as to content and detail of this **Work Authorization No. 1**

HIDALGO COUNTY
COMMISSINER PRECINCT NO. 4 – Oscar Garza

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of ____ day of _____, 2009.

THE ENGINEER:

_____
By: Raul Palma

THE OWNER:
HIDALGO COUNTY

_____
By: Juan D. Salinas, III,
County Judge

ATTEST:

_____
By: Arturo Guajardo, Jr., County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Services to be Provided by the Owner
ATTACHMENT "B" - Services to be Provided by the Engineer
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Cost Proposal

EXHIBIT "A"
SERVICES TO BE PROVIDED BY THE OWNER/COUNTY

The following provides an outline of the services to be provided by the **Owner** in the development of **Projects** (as defined and more particularly indentified in **EXHIBIT "B"** attached to this Agreement).

General

The Owner will provide to the **Engineer** the following:

(1) Provide the authorization to proceed with services through coordination with the project consulting and design Engineer.

(2) Payment for work performed by the **Engineer** and accepted by the **Owner** in accordance with Article 3 of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the **Owner** may have on file concerning the projects.

(5) Provide timely review and decisions in response to the **Engineer's** request for information and/or required submittals and deliverables, in order for the **Engineer** to maintain the work schedule agreed upon.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(7) Provide the authorization to proceed with services on project by project basis through consulting design and construction engineer.

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

The services to be provided by the ENGINEER in providing geotechnical engineering services, construction materials testing services, construction inspection services and environmental services for Hidalgo County Projects is as follows:

A. Preliminary Phase:

(1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
(2) Provide for the necessary geotechnical investigation and testing necessary to develop the design.
(3) Provide environmental studies as may be necessary to complete a project.
(4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

(1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
(2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
(3) Provide assistance to the OWNER in providing material requirements and specification for design, construction and maintenance projects.
(4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
(5) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, construction and maintenance projects.
(6) Provide assistance to the OWNER in providing pavement condition studies.
(7) Furnish the OWNER all necessary reports for preliminary design, design, construction and maintenance projects.

C. Construction/Maintenance Phase:

(1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

(2) Consult and advise with the OWNER during construction.

(3) Provide construction materials testing for construction and maintenance projects as required by the project plans and specifications and/or specified by the project design engineer.

(4) Review all material designs as requested by the OWNER and/or project design engineer.

(5) Furnish the OWNER all necessary reports for construction and maintenance projects.

(6) Provide construction inspection services as requested by the OWNER on construction and maintenance projects

ATTACHMENT "C"

Work Schedule

Millennium Engineers Group, Inc. will go out to site on an as-needed basis to perform testing services. Services will be provided as requested by project personnel. A 24-hour notice will be required from project personnel.

ATTACHMENT "D"

"Proposal"

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Proposal

Date	Proposal No.
3/27/2009	09-63

Name / Address
Hidalgo County Precinct 4 Commissioner Oscar Garza 1102 N. Doolittle Rd Edinburg, Texas 785418

Project

Description	Qty	Cost	Total
Hidalgo County Paving Improvements Parking Lot North of Courthouse			
Atterberg Limits	3	59.00	177.00
Gradation (Dry)	1	45.00	45.00
Washed Sieve Analysis	1	50.00	50.00
Standard Proctor	3	175.00	525.00
Field Density (Soils)	27	20.00	540.00
Asphalt Density (In-Place, Nuclear)	3	22.00	66.00
Asphalt Density (In-Place, Cores)	10	20.00	200.00
Wet Ball Mill	1	160.00	160.00
Asphalt Cores	10	50.00	500.00
Extraction, Grad. and % Asphalt	1	225.00	225.00
Bituminous Mix Theoretical SPG	1	55.00	55.00
Bitumounous Compacted Specimen SPG (Lab Density)(3 Ea)	1	20.00	20.00
Stability	1	85.00	85.00
Vehicle Trip Charge	20	30.00	600.00
Engr. Technician	18.25	39.25	716.31
Engr. Technician (Concrete)	22.5	42.00	945.00
Engr. Technician (Asphalt)	7.5	42.00	315.00
Test Report	25	30.00	750.00
Clerical/Administrative	8	40.00	320.00
Project Management & Coordination	10	65.00	650.00

We thank you for your prompt payment. Please remit to the above address.

Total $6,944.31

AI-14908 **22.E.1.**

Acceptance and Approval of ATT/SWB Bills and Approval of Texan 2000 Contract

CC REGULAR

Date:	04/07/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** IT Department

Information

CAPTION

A. Presentation for acceptance and approval of three bills from AT&T/Southwestern Bell for the months of January-2009 ($30,773.89), February 2009 ($36,538.08), March 2009 ($35,172.28) for local phone service through Department of Information Resources (DIR) awarded contract ATT/SWB Texan 2000-SWB-LS Agreement (Local Service) with Southwestern Bell;

B. Presentation for discussion, consideration, acceptance and approval to continue local phone services through the DIR TEXAN 2000-SWB-LS (Local Service) awarded vendor AT&T/SWB through the expiration of the current award 5-28-09;

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** all funds, obj. 531

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

BUDGETARY IMPACT:

As per IT Department, funding is secured through several budgets that currently are available to pay these invoices.

Please refer to attached expense report, obj. 531 all depts, all funds as of 4-3-09 for funding availability.

Attachments

Link: Telephone expense report as of 4-3-09

Link: AT T Bills for Jan-March 2009

Link: Telephone Master Report for Jan. 2009

Link: Telephone Master Report for Feb. 2009

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	04/03/2009 10:52 AM	APRV

2	Budget & Management	Veronica Lopez	04/03/2009 01:12 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/03/2009 03:10 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Marty Salazar

Started On: 04/02/2009 03:24 PM

Final Approval Date: 04/03/2009

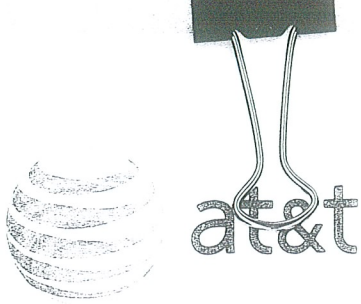
Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	1,000.00	1,000.00	.00	7.90	992.10	.79
9-1100-412-00-002-001-0-531	93RD DC-TELEPHONE	500.00	500.00	.00	1.04	498.96	.21
9-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	1,500.00	1,500.00	.00	3.51	1,496.49	.23
9-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	1,300.00	1,300.00	.00	4.33	1,295.67	.33
9-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	1,500.00	1,500.00	.00	1.09	1,498.91	.07
9-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	1,600.00	1,600.00	.00	5.52	1,594.48	.35
9-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	.00	2,000.00	.00	.94	1,999.06	.05
9-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	2,500.00	2,500.00	.00	13.16	2,486.84	.53
9-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	2,613.00	2,613.00	.00	2.10	2,610.90	.08
9-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	3,456.00	4,164.87	.00	3.08	4,161.79	.07
9-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	800.00	800.00	.00	.00	800.00	.00
9-1100-412-00-011-001-0-531	449TH DC-TELEPHONE	1,500.00	1,500.00	.00	3.67	1,496.33	.24
9-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-022-001-0-531	CCL#2-TELEPHONE	750.00	750.00	.00	.00	750.00	.00
9-1100-412-00-023-001-0-531	PROBATE CRT-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-412-00-031-001-0-531	MASTER COURT-TELEPHONE	.00	1,629.97	.00	.00	1,629.97	.00
9-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	3,840.00	4,463.62	.00	47.99	4,415.63	1.08
9-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	2,500.00	2,500.00	.00	4.12	2,495.88	.16
9-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT-TELEPHONE	.00	143.48	.00	.33	143.15	.23
9-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	1,700.00	2,698.92	.00	.00	2,698.92	.00
9-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	1,200.00	1,220.34	.00	.00	1,220.34	.00
9-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	5,000.00	5,589.62	.00	371.04	5,218.58	6.64
9-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	1,500.00	1,500.00	.00	.00	1,500.00	.00
9-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	1,000.00	2,139.62	.00	.23	2,139.39	.01
9-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	550.00	3,593.72	.00	.00	3,593.72	.00
9-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	.00	3,086.71	.00	.00	3,086.71	.00
9-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	18,500.00	18,500.00	.00	604.17	17,895.83	3.27
9-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	12,600.00	12,600.00	.00	26.38	12,573.62	.21
9-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	1,800.00	5,408.38	.00	2.14	5,406.24	.04
9-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	5,000.00	7,087.15	.00	.13	7,087.02	.00
9-1100-415-00-200-001-0-531	INFO TECH DEPT-TELEPHONE	.00	5,000.00	.00	.00	5,000.00	.00
9-1100-415-00-200-002-0-531	IT COUNTYWIDE-TELEPHONE	.00	21,628.02	.00	2,633.16	18,994.86	12.17
9-1100-415-14-115-001-0-531	DBM-BUDGET DIV-TELEPHONE	1,500.00	5,299.72	.00	.00	5,299.72	.00
9-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	40,000.00	40,000.00	.00	122.33	39,877.67	.31
9-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	2,700.00	2,700.00	.00	.00	2,700.00	.00
9-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	5,000.00	5,251.37	.00	.00	5,251.37	.00
9-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	10,000.00	10,000.00	.00	.00	10,000.00	.00
9-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	20,000.00	22,755.59	.00	813.75	21,941.84	3.58
9-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	1,300.00	3,055.73	.00	.00	3,055.73	.00
9-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	4,296.24	4,296.24	.00	61.93	4,234.31	1.44
9-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	10,000.00	10,000.00	.00	11.88	9,988.12	.12
9-1100-419-50-115-059-0-531	DBM-SAFETY DIV-TELEPHONE	3,500.00	3,500.00	.00	.00	3,500.00	.00
9-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	2,500.00	6,918.20	.00	329.92	6,588.28	4.77
9-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	1,600.00	1,602.01	.00	.00	1,602.01	.00
9-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	3,000.00	3,000.00	.00	.00	3,000.00	.00
9-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	1,000.00	1,677.94	.00	.00	1,677.94	.00
9-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	1,200.00	1,829.52	.00	.00	1,829.52	.00
9-1100-422-10-300-001-0-531	EMERG SRVS-FM-TELEPHONE	1,800.00	1,800.00	.00	18.95	1,781.05	1.05

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	43,000.00	43,000.00	.00	.00	43,000.00	.00
9-1100-423-21-280-002-0-531	JAIL-TELEPHONE	85,000.00	85,000.00	.00	16,732.91	68,267.09	19.69
9-1100-423-32-330-001-0-531	JUV DET HM-TELEPHONE	5,000.00	5,000.00	.00	.00	5,000.00	.00
9-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	25,600.00	25,600.00	.00	.00	25,600.00	.00
9-1100-432-00-122-001-0-531	SANITATION PCT.2-TELEPHONE	400.00	400.00	.00	.00	400.00	.00
9-1100-432-00-123-001-0-531	SANITATION PCT.3-TELEPHONE	1,300.00	1,300.00	.00	.00	1,300.00	.00
9-1100-432-00-124-001-0-531	SANITATION PCT.4-TELEPHONE	.00	82.66	.00	.00	82.66	.00
9-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	8,500.00	8,500.00	.00	308.59	8,191.41	3.63
9-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	48,000.00	48,000.00	.00	6,460.32	41,539.68	13.46
9-1100-444-00-240-001-0-531	HUMAN SERVICES-TELEPHONE	23,000.00	23,000.00	.00	4,539.65	18,460.35	19.74
9-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	350.00	1,352.25	.00	.00	1,352.25	.00
9-1100-461-00-380-001-0-531	TX AGRILIFE EXT-TELEPHONE	9,000.00	9,000.00	.00	268.78	8,731.22	2.99
9-1100-466-00-122-082-0-531	PCT 2 CRC S TOWER RD-TELEPHONE	.00	500.00	.00	.13	499.87	.03
1100 GENERAL FUND		**448,255.24**	**510,438.65**	**.00**	**33,405.17**	**477,033.48**	**6.54**
1200 R&B COUNTYWIDE							
9-1200-431-00-122-004-0-531	CO SHOP-TELEPHONE	300.00	300.00	.00	.00	300.00	.00
9-1200-431-00-260-001-0-531	R-O-W DEPT-TELEPHONE	2,500.00	2,500.00	.00	.00	2,500.00	.00
1200 R&B COUNTYWIDE		**2,800.00**	**2,800.00**	**.00**	**.00**	**2,800.00**	**.00**
1201 R&B PRECINCT 1							
9-1201-431-00-121-004-0-531	PCT.1 RD ADM-TELEPHONE	22,000.00	22,000.00	.00	4,373.37	17,626.63	19.88
1201 R&B PRECINCT 1		**22,000.00**	**22,000.00**	**.00**	**4,373.37**	**17,626.63**	**19.88**
1202 R&B PRECINCT 2							
9-1202-431-00-122-005-0-531	PCT.2 RD ADM-TELEPHONE	3,500.00	3,500.00	.00	.00	3,500.00	.00
9-1202-431-00-122-006-0-531	PCT.2 P/U RD-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1202 R&B PRECINCT 2		**4,500.00**	**4,500.00**	**.00**	**.00**	**4,500.00**	**.00**
1203 R&B PRECINCT 3							
9-1203-431-00-123-004-0-531	PCT.3 RD ADM-TELEPHONE	10,000.00	10,000.00	.00	.00	10,000.00	.00
1203 R&B PRECINCT 3		**10,000.00**	**10,000.00**	**.00**	**.00**	**10,000.00**	**.00**
1204 R&B PRECINCT 4							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1204 R&B PRECINCT 4							
9-1204-431-00-124-005-0-531	PCT.4 RD ADM-TELEPHONE	.00	6,000.00	.00	13.68	5,986.32	.23
1204 R&B PRECINCT 4		**.00**	**6,000.00**	**.00**	**13.68**	**5,986.32**	**.23**
1211 PARKS PRECINCT 1							
9-1211-452-00-121-013-0-531	PARKS PCT.1-TELEPHONE	9,000.00	9,000.00	.00	.96	8,999.04	.01
1211 PARKS PRECINCT 1		**9,000.00**	**9,000.00**	**.00**	**.96**	**8,999.04**	**.01**
1212 PARKS PRECINCT 2							
9-1212-452-00-122-008-0-531	PARKS PCT.2-TELEPHONE	555.00	555.00	.00	.00	555.00	.00
1212 PARKS PRECINCT 2		**555.00**	**555.00**	**.00**	**.00**	**555.00**	**.00**
1213 PARKS PRECINCT 3							
9-1213-452-00-123-008-0-531	PARKS PCT.3-TELEPHONE	1,300.00	1,300.00	.00	7.21	1,292.79	.55
1213 PARKS PRECINCT 3		**1,300.00**	**1,300.00**	**.00**	**7.21**	**1,292.79**	**.55**
1246 T.A.C. SPECIAL VEHICLE INVENTORY							
9-1246-415-15-140-003-0-531	TAX OFF-TELEPHONE	500.00	500.00	.00	.00	500.00	.00
1246 T.A.C. SPECIAL VEHICLE INVENTORY		**500.00**	**500.00**	**.00**	**.00**	**500.00**	**.00**
1247 LAW LIBRARY							
9-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE	1,000.00	1,000.00	.00	2.89	997.11	.29
1247 LAW LIBRARY		**1,000.00**	**1,000.00**	**.00**	**2.89**	**997.11**	**.29**
1252 HIDTA FEDERAL SHARING-US TREASURY							
9-1252-412-00-270-012-0-531	HIDTA US TREASURY-TELEPHONE	1,000.00	1,000.00	.00	.00	1,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1282 DESIGNATED PURPOSE GRANTS LVL 2							
9-1282-412-30-085-001-9-531	PUBLIC DEFENDER-TELEPHONE	.00	274.62	.00	.00	274.62	.00
1282 DESIGNATED PURPOSE GRANTS LVL 2		**.00**	**274.62**	**.00**	**.00**	**274.62**	**.00**
1291 HIDTA							
9-1291-412-00-270-003-8-531	HIDTA TASK FORCE-TELEPHONE	.00	5,633.63	.00	1,235.10	4,398.53	21.92
9-1291-412-00-270-003-9-531	HIDTA TASK FORCE-TELEPHONE	.00	1,720.00	.00	.00	1,720.00	.00
1291 HIDTA		**.00**	**7,353.63**	**.00**	**1,235.10**	**6,118.53**	**16.80**
1292 WIC							
9-1292-441-00-350-001-9-531	WIC ADM-TELEPHONE	.00	51,372.33	.00	19,494.14	31,878.19	37.95
1292 WIC		**.00**	**51,372.33**	**.00**	**19,494.14**	**31,878.19**	**37.95**
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-005-0-531	H.D. ADM-TELEPHONE	.00	25,000.00	.00	.00	25,000.00	.00
9-1293-441-00-340-013-9-531	TDH PHPSB-TELEPHONE	.00	7,812.00	.00	.00	7,812.00	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1293 HEALTH DEPARTMENT							
9-1293-441-00-340-013-9-531	TDH PHPSB-TELEPHONE						.00
1293 HEALTH DEPARTMENT		**.00**	**32,812.00**	**.00**	**.00**	**32,812.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
9-1295-423-00-330-028-0-531	WESL B/C-TELEPHONE	9,000.00	9,000.00	.00	1,564.46	7,435.54	17.38
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**9,000.00**	**9,000.00**	**.00**	**1,564.46**	**7,435.54**	**17.38**
1297 ADULT PROBATION							
9-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE	.00	73,082.28	.00	445.21	72,637.07	.61
9-1297-423-00-320-005-9-531	RESTITUTION CTR-TELEPHONE	.00	4,713.84	.00	917.22	3,796.62	19.46
9-1297-423-00-320-020-9-531	SATF-TELEPHONE	.00	7,631.20	.00	91.93	7,539.27	1.20
1297 ADULT PROBATION		**.00**	**85,427.32**	**.00**	**1,454.36**	**83,972.96**	**1.70**
2201 SELF-FUNDED HEALTH BENEFITS							
9-2201-415-00-115-009-0-531	DBM-HEALTH INS ADM-TELEPHONE	.00	1,000.00	.00	.00	1,000.00	.00
2201 SELF-FUNDED HEALTH BENEFITS		**.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
2202 SELF-FUNDED WORKERS' COMP							
9-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	.00	2,000.00	.00	.89	1,999.11	.04
2202 SELF-FUNDED WORKERS' COMP		**.00**	**2,000.00**	**.00**	**.89**	**1,999.11**	**.04**
9 YEAR		**509,910.24**	**758,333.55**	**.00**	**61,552.23**	**696,781.32**	**8.12**



HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540 - 0207

Invoice Received By:
Ruben Ruiz On 20 Feb 09
Goods/services Received By:
Ruben Ruiz On 20 Feb 09
Acct.# N/A
PO#

Account Number 512 A01-0439 709 9
Billing Date Jan 1, 2009
Web Site att.com

Bill-At-A-Glance

Previous Consolidated Bill	155,529.25
Payment	32,728.59CR
Adjustments	147.41CR
Past Due - Please Pay Immediately	122,653.25
Current Charges	30,773.89
Total Amount Due	**$153,427.14**
Current Charges Due in Full by	Jan 28, 2009

Billing Summary

Questions? Visit att.com Page

Plans and Services		.00
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	30,773.89
Total Current Charges		30,773.89

DELIVERED FEB 23 2009

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	12-05	Payment		28,518.13
2.	12-27	Payment		4,210.46
3.	1-01	Adj for - AT&T Local Services	.00	
4.	1-06	Adj for - AT&T Local Services	147.41CR	
Totals			147.41CR	32,728.59

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 975	3,453.34	.00	.00	3,453.34
512 143-9223 911	247.83	.00	.00	247.83
512 153-9380 289	226.06	.00	.00	226.06
956 262-3300 140	82.56	.00	.00	82.56
956 262-4200 172	54.18	.00	.00	54.18
956 262-6585 192	259.17	49.95	.00	309.12
956 283-8989 438	36.87	.00	.00	36.87
956 283-9496 906	26.78	.00	.00	26.78
956 287-2077 462	34.97	.00	.00	34.97
956 287-2595 001	28.86	68.25	.00	97.11
956 287-2739 001	86.58	.00	.00	86.58
956 318-2000 001	23,912.93	386.23	.00	24,299.16
956 383-1026 397	348.76	.00	.00	348.76
956 383-6185 056	26.84	.00	.00	26.84
956 383-7608 357	28.86	.00	.00	28.86
956 387-0692 740	88.06	.00	.00	88.06
956 514-5107 020	261.44	.00	.00	261.44
956 519-3756 125	87.51	.00	.00	87.51
956 565-5013 136	26.32	.00	.00	26.32
956 581-2862 213	87.96	.00	.00	87.96
956 584-0472 126	134.75	.00	.00	134.75
956 585-5311 826	59.58	.00	.00	59.58
956 686-6790 853	145.65	12.95	.00	158.60
956 687-5088 776	93.75	.00	.00	93.75
956 702-7588 393	28.62	.00	.00	28.62
956 781-3515 552	60.11	75.37	.00	135.48
956 787-1986 067	87.29	42.44	.00	129.73
956 787-5631 026	92.81	.00	.00	92.81
956 825-9442 859	28.26	.00	.00	28.26
Totals	30,136.70	635.19	.00	30,773.89

News You Can Use Summary

- PREVENT DISCONNECT
- TX USF RATE CHANGE
- LONG DIST. PROVIDERS
- PAYMENT OPTIONS

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

U.S. Pat. D410, 950 and D414, 510

Return bottom portion with your check in the enclosed envelope.

HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540-0207

Account Number 512 A01-0439 709 9
Billing Date Feb 1, 2009
Web Site att.com

Invoice Received By:
Ruby P FLR On 10 MAR 09
Goods/services Received By:
Ruby. PFLR On 10 MAR 09
Acct.#
PO# NA

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	153,427.14
Payment	51,613.60CR
Adjustments	57.35
Past Due - Please Pay Immediately	101,870.89
Current Charges	36,538.08
Total Amount Due	**$138,408.97**
Current Charges Due in Full by	Feb 26, 2009

Billing Summary

Questions? Visit att.com Page

Plans and Services		.00
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	36,538.08
Total Current Charges		36,538.08

News You Can Use Summary

- PREVENT DISCONNECT
- PAYMENT OPTIONS
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	12-29	Payment		24,812.27
2.	1-31	Payment		26,801.33
3.	2-01	Late payment charge on unpaid balance	57.35	
Totals			57.35	51,613.60

Plans and Services

Taxes

4.	Federal	.00
5.	State and Local	.00
Total Taxes		.00

DELIVERED MAR 12 2009

Total Plans and Services .00

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 975	8,506.64	.00	.00	8,506.64
512 143-9223 911	294.64	.00	.00	294.64
512 153-9380 289	226.06	.00	.00	226.06
956 262-3300 140	82.56	.00	.00	82.56
956 262-4200 172	54.18	.00	.00	54.18
956 262-6585 192	278.84	.00	.00	278.84
956 283-8989 438	36.87	.00	.00	36.87
956 283-9496 906	26.78	.00	.00	26.78
956 287-2077 462	36.03	.00	.00	36.03
956 287-2595 001	28.86	68.25	.00	97.11
956 287-2739 001	86.58	.00	.00	86.58
956 318-2000 001	24,588.52	396.67	.00	24,985.19
956 383-1026 397	348.76	.00	.00	348.76
956 383-6185 056	26.84	.00	.00	26.84
956 383-7608 357	28.86	.00	.00	28.86
956 387-0692 740	90.96	.00	.00	90.96
956 514-5107 020	261.44	.00	.00	261.44
956 519-3756 125	87.51	.00	.00	87.51
956 565-5013 136	28.32	.00	.00	28.32
956 581-2862 213	87.96	.00	.00	87.96
956 584-0472 126	134.75	.00	.00	134.75
956 585-5311 826	59.58	.00	.00	59.58
956 686-6790 853	144.15	12.95	.00	157.10
956 687-5088 776	90.35	5.95	.00	96.30

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

U.S. Pat. D410, 950 and D414, 510

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HIDALGO COUNTY
IT DEPT-CRUZ QUINTANA
PO BOX 207
EDINBURG TX 78540-0207

Account Number 512 A01-0439 709 9
Billing Date Mar 1, 2009
Web Site att.com

Invoice Received By:
Ruben R. Flores On 12 MAR 09
Goods/services Received By:
_____ On 3/12/09
Acct.# _____
PO# _____

at&t

Monthly Statement

Bill-At-A-Glance

Previous Consolidated Bill	138,408.97
Payment	.00
Adjustments	2,265.57
Past Due - Please Pay Immediately	140,674.54
Current Charges	35,172.28
Total Amount Due	**$175,846.82**
Current Charges Due in Full by	Mar 27, 2009

Billing Summary

Questions? Visit att.com Page

Plans and Services		.00
1 800 559-7928		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 499-7928		
Repair Services: 1 800 286-8313		
Individual Account Summary	1	35,172.28
Total Current Charges		**35,172.28**

News You Can Use Summary

- PREVENT DISCONNECT
- PAYMENT OPTIONS
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Detail of Payments and Adjustments

Item No.	Date	Description	Adjustments	Payments
1.	3-01	Adj for - AT&T Local Services	.00	
2.	3-01	Late payment charge on unpaid balance	2,365.55	
3.	3-05	Adj for - AT&T Local Services	99.98CR	
Totals			2,265.57	

Plans and Services

Taxes	
4. Federal	.00
5. State and Local	.00
Total Taxes	**.00**
Total Plans and Services	**.00**

Individual Account Summary

Consolidated Summary of Current Charges

Account Number	Plans and Services	Other Providers	Taxes	Total Charges
512 141-5013 975	7,521.33	.00	.00	7,521.33
512 143-9223 911	271.63	.00	.00	271.63
512 153-9380 289	226.06	.00	.00	226.06
956 262-3300 140	82.56	.00	.00	82.56
956 262-4200 172	54.18	.00	.00	54.18
956 262-6585 192	269.17	.00	.00	269.17
956 283-8989 438	36.87	.00	.00	36.87
956 283-9496 906	26.78	.00	.00	26.78
956 287-2077 462	37.24	.00	.00	37.24
956 287-2595 001	28.86	68.25	.00	97.11
956 287-2739 001	86.58	.00	.00	86.58
956 318-2000 001	24,219.89	414.53	.00	24,634.42
956 383-1026 397	348.76	.00	.00	348.76
956 383-6185 056	26.84	.00	.00	26.84
956 383-7608 357	28.86	.00	.00	28.86
956 387-0692 740	93.05	.00	.00	93.05
956 514-5107 020	261.44	.00	.00	261.44
956 519-3756 125	87.51	.00	.00	87.51
956 565-5013 136	28.32	.00	.00	28.32
956 581-2862 213	89.46	.00	.00	89.46
956 584-0472 126	134.75	.00	.00	134.75
956 585-5311 826	59.58	.00	.00	59.58
956 686-6790 853	144.15	12.95	.00	157.10
956 687-5088 776	90.35	5.95	.00	96.30

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

U.S. Pat. D410, 950 and D414, 510

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HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of January 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 01/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1100-132-50-000-000-0-531	DRAINAGE ADM-TELEPHONE	21	324.26	84.60	$408.86
8-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	7	108.09	16.97	$125.06
8-1100-412-00-002-001-0-531	93RD DC-TELEPHONE	7	108.09	16.97	$125.06
8-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	7	108.09	28.86	$136.95
8-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	6	92.65	33.94	$126.59
8-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	6	92.65	16.97	$109.62
8-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	5	77.21	16.97	$94.18
8-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	9	138.97	16.97	$155.94
8-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	8	123.53	31.92	$155.45
8-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	9	138.97	16.97	$155.94
8-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	6	92.65	260.00	$352.65
8-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	8	123.53		$123.53
8-1100-412-00-011-001-0-531	JUV JUST CRT-TELEPHONE	9	138.97	223.64	$362.61
8-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	8	123.53		$123.53
8-1100-412-00-022-001-0-531	CCL#2-TELEPHONE	8	123.53	12.95	$136.48
8-1100-412-00-023-001-0-531	CCL#3 PROBATE CRT-TELEPHONE	10	154.41		$154.41
8-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	8	123.53		$123.53
8-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	7	108.09		$108.09
8-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	7	108.09		$108.09
8-1100-412-00-031-001-0-531	MASTER COURT	6	92.65	33.94	$126.59
8-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	10	154.41		$154.41
8-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE			356.37	$356.37
8-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	11	169.85	16.97	$186.82
8-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT TELEPHONE			34.82	$34.82
8-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	18	277.94		$277.94
8-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	8	123.53		$123.53
8-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	9	138.97	93.75	$232.72
8-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	12	185.29	129.73	$315.02
8-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	8	123.53		$123.53
8-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	9	138.97		$138.97
8-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	10	154.41	50.91	$205.32
8-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	20	308.82	50.91	$359.73
8-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	11	169.85	82.56	$252.41

HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of January 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 01/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE			1,086.56	$1,086.56
8-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	61	941.91	84.85	$1,026.76
8-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	37	571.32	84.85	$656.17
8-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	28	432.35	152.46	$584.81
8-1100-415-00-200-002-0-531	COMPUTER DEPARTMENT - TELEPHONE	37	571.32	0.00	$571.32
8-1100-415-14-115-001-0-531	BUDGET&MGMT-TELEPHONE	30	463.23	67.88	$531.11
8-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	94	1,451.46	386.25	$1,837.71
8-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	16	247.06		$247.06
8-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	34	525.00	42.24	$567.24
8-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	59	911.03	26.57	$937.60
8-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	83	1,281.61	347.78	$1,629.39
8-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	19	293.38	16.97	$310.35
8-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	11	169.85	145.36	$315.21
8-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	11	169.85	661.69	$831.54
8-1100-419-50-115-059-0-531	SAFETY DIVISION-TELEPHONE	11	169.85	34.97	$204.82
8-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	32	494.12	247.83	$741.95
8-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	11	169.85		$169.85
8-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE			135.48	$135.48
8-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	8	123.53		$123.53
8-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	12	185.29		$185.29
8-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	7	108.09	54.18	$162.27
8-1100-422-10-300-001-0-531	FIREFIGHTING-TELEPHONE	9	138.97	26.57	$165.54
8-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	165	2,547.78	610.92	$3,158.70
8-1100-423-21-280-002-0-531	JAIL-TELEPHONE	3	46.32	50.91	$97.23
8-1100-423-32-330-001-0-531	JUV DET HM-TELEPHONE			114.08	$114.08
8-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	115	1,775.73	512.88	$2,288.61
8-1100-432-00-122-001-0-531	SANITATION PCT.2-TELEPHONE			26.78	$26.78
8-1100-432-00-123-001-0-531	SANITATION PCT.3-TELEPHONE			87.51	$87.51
8-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	6	92.65	162.33	$254.98
8-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE			709.55	$709.55
8-1100-444-00-240-001-0-531	DIRECT ASST-TELEPHONE			54.68	$54.68
8-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	7	108.09	16.97	$125.06
8-1100-461-00-380-001-0-531	TX COOP EXTENSION-TELEPHONE			431.01	$431.01

HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of January 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 01/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1200-431-00-260-001-0-531	R-O-W DEPT-TELEPHONE	13	200.73		$200.73
8-1201-431-00-121-004-0-531	PCT.1 RD ADM-TELEPHONE	40	617.64		$617.64
8-1202-431-00-122-005-0-531	PCT.2 RD ADM-TELEPHONE	26	401.47	235.96	$637.43
8-1203-431-00-123-004-0-531	PCT.3 RD ADM-TELEPHONE	26	401.47	331.94	$733.41
8-1204-431-00-124-005-0-531	PCT.4 RD ADM-TELEPHONE	18	277.94	213.07	$491.01
8-1211-452-00-121-013-0-531	PARKS PCT.1-TELEPHONE	13	200.73	627.14	$827.87
8-1212-452-00-122-008-0-531	PARKS PCT.2-TELEPHONE			28.62	$28.62
8-1213-452-00-123-008-0-531	PARKS PCT.3-TELEPHONE			59.58	$59.58
8-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE			50.91	$50.91
8-1282-412-30-085-001-9-531	PUBLIC DEFENDER-TELEPHONE	14	216.18		$216.18
8-1292-441-00-350-001-9-531	WIC ADM-TELEPHONE	10	154.41	53.14	$207.55
8-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE			77.48	$77.48
8-2201-415-00-115-009-0-531	DBM-HEALTH INS ADM-TELEPHONE	2	30.88		$30.88
8-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	8	123.53	26.57	$150.10
		1364	**$21,061.68**	**$9,712.21**	**$30,773.89**

HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of February 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 02/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1100-132-50-000-000-0-000	DRAINAGE ADM-TELEPHONE	21	404.75	85.08	$489.83
8-1100-412-00-001-001-0-531	92ND DC-TELEPHONE	7	134.92	17.09	$152.01
8-1100-412-00-002-001-0-531	93RD DC-TELEPHONE	7	134.92	17.09	$152.01
8-1100-412-00-003-001-0-531	139TH DC-TELEPHONE	7	134.92	28.86	$163.78
8-1100-412-00-004-001-0-531	206TH DC-TELEPHONE	6	115.64	34.18	$149.82
8-1100-412-00-005-001-0-531	275TH DC-TELEPHONE	6	115.64	17.09	$132.73
8-1100-412-00-006-001-0-531	332ND DC-TELEPHONE	5	96.37	17.09	$113.46
8-1100-412-00-007-001-0-531	370TH DC-TELEPHONE	9	173.46	17.09	$190.55
8-1100-412-00-008-001-0-531	389TH DC-TELEPHONE	8	154.19	38.26	$192.45
8-1100-412-00-009-001-0-531	398TH DC-TELEPHONE	9	173.46	17.09	$190.55
8-1100-412-00-009-003-0-531	INDIGENT DEFENSE-TELEPHONE	6	115.64	260.24	$375.88
8-1100-412-00-010-001-0-531	430TH DC-TELEPHONE	8	154.19	0.00	$154.19
8-1100-412-00-011-001-0-531	JUV JUST CRT-TELEPHONE	9	173.46	224.96	$398.42
8-1100-412-00-021-001-0-531	CCL#1-TELEPHONE	8	154.19	0.00	$154.19
8-1100-412-00-022-001-0-531	CCL#2-TELEPHONE	8	154.19	19.17	$173.36
8-1100-412-00-023-001-0-531	CCL#3 PROBATE CRT-TELEPHONE	10	192.74	0.00	$192.74
8-1100-412-00-024-001-0-531	CCL#4-TELEPHONE	8	154.19	0.00	$154.19
8-1100-412-00-025-001-0-531	CCL#5-TELEPHONE	7	134.92	0.00	$134.92
8-1100-412-00-026-001-0-531	CCL#6-TELEPHONE	7	134.92	0.00	$134.92
8-1100-412-00-031-001-0-531	MASTER COURT	6	115.64	34.18	$149.82
8-1100-412-00-032-001-0-531	MASTER CRT II-TELEPHONE	10	192.74	0.00	$192.74
8-1100-412-00-040-001-0-531	CRT OF CIV APP-TELEPHONE	0	0.00	358.89	$358.89
8-1100-412-00-045-001-0-531	AUXILIARY COURT-TELEPHONE	11	212.01	17.09	$229.10
8-1100-412-00-055-001-0-531	CHILD PROTECTIVE COURT TELEPHONE	0	0.00	34.94	$34.94
8-1100-412-00-061-001-0-531	JP PCT 1/PL 1-TELEPHONE	18	346.93	0.00	$346.93
8-1100-412-00-062-001-0-531	JP PCT 1/PL 2-TELEPHONE	8	154.19	0.00	$154.19
8-1100-412-00-063-001-0-531	JP PCT 2/PL 1-TELEPHONE	9	173.46	90.30	$263.76
8-1100-412-00-064-001-0-531	JP PCT 2/PL 2-TELEPHONE	12	231.28	131.37	$362.65
8-1100-412-00-065-001-0-531	JP PCT 3/PL 1-TELEPHONE	8	154.19	0.00	$154.19
8-1100-412-00-066-001-0-531	JP PCT 3/PL 2-TELEPHONE	9	173.46	0.00	$173.46
8-1100-412-00-067-001-0-531	JP PCT 4/PL 1-TELEPHONE	10	192.74	51.27	$244.01
8-1100-412-00-068-001-0-531	JP PCT 4/PL 2-TELEPHONE	20	385.47	51.27	$436.75
8-1100-412-00-069-001-0-531	JP PCT 5/PL 1-TELEPHONE	11	212.01	82.56	$294.57

HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of February 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 02/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1100-412-00-080-002-0-531	CRIM DA-TELEPHONE	0	0.00	1,090.13	$1,090.13
8-1100-412-00-090-001-0-531	DIST CLERK-TELEPHONE	61	1,175.70	85.45	$1,261.15
8-1100-413-00-110-006-0-531	CO JUDGE-TELEPHONE	37	713.13	85.45	$798.58
8-1100-414-00-130-001-0-531	ELECTIONS DEPT-TELEPHONE	28	539.66	153.18	$692.85
8-1100-415-00-200-002-0-531	COMPUTER DEPARTMENT - TELEPHONE	37	713.13	0.00	$713.13
8-1100-415-14-115-001-0-531	BUDGET&MGMT-TELEPHONE	30	578.21	68.36	$646.57
8-1100-415-15-140-001-0-531	TAX OFF-TELEPHONE	97	1,869.55	379.35	$2,248.90
8-1100-415-16-150-001-0-531	CO TREASURER-TELEPHONE	16	308.38	0.00	$308.38
8-1100-415-18-160-001-0-531	PURCHASING-TELEPHONE	34	655.31	42.48	$697.79
8-1100-415-21-170-001-0-531	CO AUDITOR-TELEPHONE	59	1,137.15	26.69	$1,163.84
8-1100-415-40-180-001-0-531	CO CLERK-TELEPHONE	83	1,599.72	349.58	$1,949.30
8-1100-415-50-190-002-0-531	HUMAN RESOURCES-TELEPHONE	19	366.20	17.09	$383.29
8-1100-419-10-210-001-0-531	PLANNING DEPT-TELEPHONE	11	212.01	146.32	$358.33
8-1100-419-40-220-001-0-531	GEN GOVT BLDG-TELEPHONE	12	231.28	666.44	$897.73
8-1100-419-50-115-059-0-531	SAFETY DIVISION-TELEPHONE	11	212.01	36.03	$248.04
8-1100-421-00-115-027-0-531	TX DPS-TELEPHONE	32	616.76	294.64	$911.40
8-1100-421-00-291-001-0-531	CONSTABLE PCT.1-TELEPHONE	11	212.01	0.00	$212.01
8-1100-421-00-292-001-0-531	CONSTABLE PCT.2-TELEPHONE	0	0.00	137.16	$137.16
8-1100-421-00-293-001-0-531	CONSTABLE PCT.3-TELEPHONE	8	154.19	0.00	$154.19
8-1100-421-00-294-001-0-531	CONSTABLE PCT.4-TELEPHONE	12	231.28	0.00	$231.28
8-1100-421-00-295-001-0-531	CONSTABLE PCT.5-TELEPHONE	7	134.92	54.18	$189.10
8-1100-422-10-300-001-0-531	FIREFIGHTING-TELEPHONE	10	192.74	26.69	$219.43
8-1100-423-00-320-001-0-531	ADULT PROB-TELEPHONE	165	3,180.17	615.24	$3,795.41
8-1100-423-21-280-002-0-531	JAIL-TELEPHONE	3	57.82	51.27	$109.09
8-1100-423-32-330-001-0-531	JUV DET HM-TELEPHONE	0	0.00	114.20	$114.20
8-1100-423-60-330-002-0-531	JUV PROB-TELEPHONE	115	2,216.48	494.87	$2,711.35
8-1100-432-00-122-001-0-531	SANITATION PCT.2-TELEPHONE	0	0.00	26.78	$26.78
8-1100-432-00-123-001-0-531	SANITATION PCT.3-TELEPHONE	0	0.00	87.51	$87.51
8-1100-441-00-340-001-0-531	HEALTH ADM-TELEPHONE	6	115.64	163.41	$279.05
8-1100-441-00-340-003-0-531	HEALTH CLINICS-TELEPHONE	0	0.00	720.98	$720.98
8-1100-444-00-240-001-0-531	DIRECT ASST-TELEPHONE	0	0.00	54.92	$54.92
8-1100-444-00-370-001-0-531	VETERAN'S SRV-TELEPHONE	7	134.92	17.09	$152.01
8-1100-461-00-380-001-0-531	TX COOP EXTENSION-TELEPHONE	0	0.00	430.37	$430.37

HIDALGO COUNTY
Information Technology Department
Telephone Summary Report for the Month of February 2009
V#328626 POBOX 5001 DESC:709 9 01/01-31/09 INV# 512 A01-0439 INV DATE: 02/01/2009

Account Number	Account Name	# Ext. Shortel	Total Shortel By Month	Total ATT Local	Total By Department
8-1200-431-00-260-001-0-531	R-O-W DEPT-TELEPHONE	13	250.56	0.00	$250.56
8-1201-431-00-121-004-0-531	PCT.1 RD ADM-TELEPHONE	40	770.95	0.00	$770.95
8-1202-431-00-122-005-0-531	PCT.2 RD ADM-TELEPHONE	32	616.76	236.44	$853.20
8-1203-431-00-123-004-0-531	PCT.3 RD ADM-TELEPHONE	26	501.12	332.42	$833.54
8-1204-431-00-124-005-0-531	PCT.4 RD ADM-TELEPHONE	18	346.93	216.69	$563.62
8-1211-452-00-121-013-0-531	PARKS PCT.1-TELEPHONE	13	250.56	596.86	$847.42
8-1212-452-00-122-008-0-531	PARKS PCT.2-TELEPHONE	0	0.00	28.62	$28.62
8-1213-452-00-123-008-0-531	PARKS PCT.3-TELEPHONE	0	0.00	59.58	$59.58
8-1247-412-50-100-001-0-531	LAW LIBRARY-TELEPHONE	0	0.00	51.27	$51.27
8-1282-412-30-085-001-9-531	PUBLIC DEFENDER-TELEPHONE	14	269.83	0.00	$269.83
8-1292-441-00-350-001-9-531	WIC ADM-TELEPHONE	15	289.11	232.74	$521.85
8-1297-423-00-320-002-9-531	BASIC SUPERVISION-TELEPHONE	0	0.00	77.96	$77.96
8-2201-415-00-115-009-0-531	DBM-HEALTH INS ADM-TELEPHONE	2	38.55	0.00	$38.55
8-2202-419-50-115-065-0-531	DBM-W/C DIV-TELEPHONE	8	154.19	26.69	$180.88
		1380	**$26,597.77**	**$9,940.31**	**$36,538.08**

AI-14797 **22.F.1.**

Contraceptives - Patch, Injection and Pill

CC REGULAR

Date:	04/07/2009		
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	**Purchasing only:**	Health & Human Services Dept.

Information

CAPTION

A. Requesting approval to reject all bids received for: Hidalgo County - Health & Human Service Department "Contraceptives- Patch, Injection & Pill" Bid No 2009-014-03-18-YZV as per requesting department directive.

B. Requesting authority to re-advertise and approval of procurement packet (ie. specifications-requirements, legal notice , draft contract etc.) for: Hidalgo County - Health & Human Service Department -"Contraceptives- Patch, Injection & Pill" Bid No. 2009-172.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: April 11, 2009
2nd Advertisement: April 18, 2009
Bid Opening date: April 29, 2009
Contract previously approved as to form by legal on May 15, 2008

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-604

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

BUDGETARY IMPACT:

Available balance of $4,715.20 as of 4/03/09.

Attachments

Link: Dept. Memo
Link: Draft-Req. Agreement
Link: Specifications-172
Link: Tabulation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 12:34 PM	APRV

2	Budget & Management	Ivan Cantu	04/02/2009 12:36 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 02:01 PM	APRV
4	Perla Lopez	Perla Lopez	04/03/2009 02:56 PM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yolanda Velasquez Started On: 03/30/2009 07:08 AM

Final Approval Date: 04/03/2009

MEMORANDUM

MAR 26 2009
4:22pm

To: **Eduardo Olivares, Director**
Health & Human Services

Attn: **Josie Escalante** **via e-mail:** josie.escalante@hchd.org

From: **Yolanda Velasquez**
Purchasing Dept., Buyer **via e-mail:** yolanda.velasquez@co.hidalgo.tx.us

Date: **March 18, 2009**

Re: Request Recommendation for RFB No. 2009-014-03-18 YZV
"Contraceptives-Patch, Injection and Pill "

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet along with copies of bid page and Company Letter/Table for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☐ **DO** recommend accepting of response ☒ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.

Budget Acct №: _____

Recommendations/Concerns: I can not Accept due to a 500% ↑ 2008 - cost were 13.07/monthly doze — new bid is 69.00 per monthly doze

_____ 1/1
Authorized Signature Printed Name Date

draft

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("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 one year; 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_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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. This Agreement may be terminated by County without cause upon thirty 30) days written notice.

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:

_____

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).

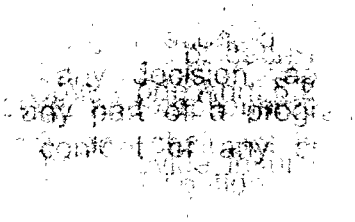
m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

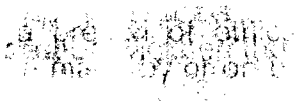
n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

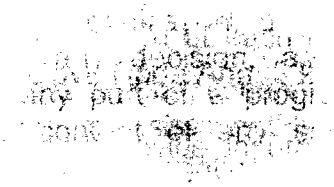
(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee 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.

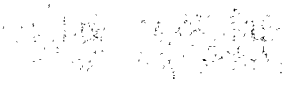












EXECUTED effective as of the day and year first above written.

APPROVED BY COMMISSIONERS COURT ON, _____.

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

By:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____
Printed Name:_____
Title:_____
Date:_____

Exhibit "A"

HIDALGO COUNTY-HEALTH & HUMAN SERVICES

"Contraceptives- Patch, Injection & Pill"

BID Nº 2009-172-04-29-YZV

Instructions to Bidders:

These instructions apply to all offers made to Hidalgo County (herein referred to as "County") by all prospective vendors (herein after referred to as "Bidders") on behalf of Solicitations including, but not limited to the, Invitation to Bid.

- Please review this document in its entirety. Be sure your bid is complete, and double check your bid for accuracy.
- Open records access to all information submitted. All information included will be open to the public, other bidders, media as per Open Records Act and not be confidential in nature. If you deem any information as confidential it should not be made part of your bid package.

Specifications, Requirements and/or Terms and Conditions:

All purchases of product will be on an "as needed basis only" there is no guaranteed volume.

Birth Contraceptive Patch:

Ortho-Evra (Norelgestromin/Ethinyl Estradiol Transdermal system) Ortho Evra is a transdermal Contraceptive Patch.

1. Each Contraceptive Patch has a contact surface area of 20 cm.
2. Each Contraceptive Patch will contain 6.00 mg Norelgestromin and 0.75 mg. Ethinyl Estradiol (EE).
3. It will release 150 micrograms of Norelgestromin and 20 micrograms off Ethinyl Estradiol (EE) to the bloodstream for twenty-four (24) hours.
4. Ortho-Evra should be the first weekly form of birth control. A new patch is used once a week, for three (3) consecutive weeks each month with the forth (4) week being "Patch-Free".

Birth Contraceptive Injection:

Medroxyprogesterone acetate injectable suspension, USP contraceptive injection 150mg/ml, 1 Single dose vial for intramuscular use only.

1. Each Contraceptive Injection will contain 150 mg. Medroxyesterone Acetate, 28.9 mg. Polyethylene Glycol 3350 mg. Polysorbate 80, 8.68 mg. Sodium Chloride, with the following added as preservatives: 1.37 mg. Methylparaben, 0.150mg. Propylparaben
2. When necessary, PH was adjusted with sodium hydroxide and/or hydrochloric acid.
3. Generic Brand will be compatible to Depo-provera. (or equivalent to).

Birth Control Pill:

(A) (HIGH DOSE)

1. Must be a tablet containing 0.180 mg norgestimate and 0.035 mg ethinyl estadiol.
2. Must be able to be used in an unopened box for two years from manufacturing date.
3. Generic Brand must be compatible to Ortho Tri Cycle, which is used in all Health Clinics sites.
4. Must have the capability to store dry at a room temperature (65 – 80 F.)
5. Box of 168 tablets in a 6x28 tab packet count.

(B) (LOW DOSE)

Nortrel (norethidrone and ethinyl estradiol tablets, USP) 1/35, 28 day regimen.

1. Each yellow tablet (21) must contain 1 mg Norethidrone and 0.035 mg Ethinyl estradiol.
2. Generic Brand must be compatible too Ortho-Novum,1/35 (or equivalent to).
3. Each white tablet (7) contains inert ingredients.
4. Box of 168 Tablets in a 6x28 tab packet count.

Term:

Term of contract will be for a one (1) year term, with a county's option of an additional year under the same terms and conditions.

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.

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 unforseen delay in award of new bid for next contract.

Items may be substituted by vendors but, must be **equal or better** and must be approved by the Hidalgo County if quoted item is out of stock.

Market Volatility and Unit Price Adjustment:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect cost 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 to 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 are 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 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.

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.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 S. 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, April 22, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, April 24, 2009 by 5:00 p.m.**

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY - HEALTH & HUMAN SERVICES

BID OPENING DATE: March 18, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Contraceptives-Patch, Injection & Pill"

BID NO: 2009-014-03-18- yzv | **BUYER:** Yolanda Velasquez

	NAME OF COMPANY	ITEM(S)	Option 1 Initial one (1) year Term		Option 2 Initial one (1) year Term	
			Unit Price	Per Pack	Unit Price	Per Pack
1	ANDA, INC. 2915 WESTON ROAD WESTON, FLORIDA 33331	BC Patch	N/A	N/A	N/A	N/A
		BC Injection	$34.20	$855.00/25pk	N/A	N/A
		BC Pill –HighDose	$69.25	$1662.00/24 pk	N/A	N/A
		BC Pill – Low Dose	$89.75	$1,077.00/12CS	N/A	N/A
2	PRESCRIPTION SUPPLY 2233 TRACY ROAD NORTHWOOD, OHIO 43619-1326	BC Patch	$375.73 /3pk	$375.73 /3pk	$375.73 /3pk	$375.73 /3pk
		BC Injection	$40.09/25 box	$40.09/25 box	$40.09/25 box	$40.09/25 box
		BC Pill –HighDose	$59.62/6/28	$59.62/6/28	$59.62/6/28	$59.62/6/28
		BC Pill – Low Dose	$106.99/6/28	$106.99/6/28	$106.99/6/28	$106.99/6/28

AI-14859 **22.G.1.**

Requesting Authority to Advertise Las Milpas and McColl Estates Subdivision

CC REGULAR

Date:	04/07/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.2

Information

CAPTION

Requesting authority to advertise for Road & Drainage Construction of the following:
A. Las Milpas Subdivsion;
B. McColl Estates Subdivsion;

BCAP projects with plans and specifications drafted by project engineer, R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-413-0-733/841

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

BUDGETARY IMPACT:

Las Milpas Subdivision
Available balance as of 04/02/09:
733 - $72,685.00
841 - $83,903.98

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-122-454-0-733/841

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

BUDGETARY IMPACT:

McColl Estates Subdivision
Available balance as of 04/02/09:
733 - $68,875.00
841 - $80,718.29

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	04/02/2009 01:45 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:49 PM	APRV
3	Roland Garcia	Rolando Garcia	04/03/2009 10:36 AM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yvette Islas Started On: 04/01/2009 03:05 PM

Final Approval Date: 04/03/2009

AI-14823 **22.H.1.**

APPL. FOR RELEASE OF RET. & CERT. OF CONST. COMPLETION VILLA CAPRI PCT. NO. 3

CC REGULAR

Date:	04/07/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

A. Presentation for discussion, consideration, acceptance, and approval of Application for Release of Retainage in the amount of $10,065.49 from Valley Paving Inc. contracted vendor for Villa Capri Subdivision, submitted by project engineer Hinojosa Engineering Inc. C-CAP 08-008-03-26.

B. Requesting approval of “Certificate of Construction Completion” submitted by project engineer, Hinojosa Engineering Inc. reflecting the completion date of February 19, 2009 for Villa Capri Subdivision. C-CAP 08-008-03-26.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-206-00-000-018-0-000

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

BUDGETARY IMPACT:

Available balance of $8,878.61 as of 4/02/09 for Retainage Payable; refer to P.O.# 605351.

FISCAL YEAR: 9 **ACCT. #:** 9-1203-206-00-000-004-0-000

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

BUDGETARY IMPACT:

Available balance of $1,186.88 as of 4/02/09 for Retainage Payable; refer to P.O. #605351.

[$8,878.61+ $1,186.88 = $10,065.49]

Attachments

Link: Application for Retainage Release Villa Capri Pct. No. 3

Link: Certificate of Construction Completion Villa Capri Pct. No. 3

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	04/01/2009 03:44 PM	APRV
2	Purchasing Department	Marty Salazar	04/02/2009 12:58 PM	APRV
3	Budget & Management	Ivan Cantu	04/02/2009 01:06 PM	APRV
4	Perla Lopez	Perla Lopez	04/02/2009 02:46 PM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Marcie Jackson Started On: 03/31/2009 03:16 PM

Final Approval Date: 04/03/2009

APPLICATION FOR RELEASE OF RETAINAGE

AI - 14823 4/7/09

To: Hidalgo County (OWNER)
From: Valley Paving Inc. (CONTRACTOR)
Contract: CAP-08-008-03-26 LRM
Project: Road and Drainage Construction of Villa Capri Subdivision
OWNER's Contract No. CAP-08-008-03-26 LRM ENGINEER's Project No. 06-167
For Work accomplished through the date of: 1/30/2009

1.	Original Contract Price:	$ 98,217.37
2.	Net change by Change Orders and Written Agreements (+ or -):	$ 2,437.50
3.	Current Contract Price (1 plus 2):	$ 100,654.87
4.	Total completed and stored to date:	$ 100,654.87
5.	Retainage (per Agreement):	
	0% of completed Work: $ -	
	0% of stored material: $ -	
	Total Retainage:	$ -
6.	Total completed and stored to date less retainage (4 minus 5):	$ 100,654.87
7.	Less previous Application for Payments:	$ 90,589.38
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):** P.O.# 605351	$ 10,065.49

Accompanying Documentation:

9-1311-206-00-000-018-0-000 =
$10,065.49

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 3-9-09 Valley Paving Inc.
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 9
day of March, 2009

INVOICE RECEIVED BY: ON 3/11/09
GOODS/SERVICES RECEIVED BY: ON 3/11/09

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

NOTARY PUBLIC STATE OF TEXAS
Mayela G Duque
My Commission Expires
11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 3-09-09 Hinojosa Engineering Inc
ENGINEER
By:

Engineer: Hinojosa Engineering, Inc.
Contractor: Valley Paving Inc.
Retainage Percent: 10%
Starting Date:

Summary											
Contract No.	Description	Original Schedule Value	Revised Schedule Value	Application No.2	Application No.3	Application No.3 & Final	Total to Date	Retainage	Total Less Retainage	Payments to Date	Balance to Finish
AP 08-008-03-26 LF	Villa Capri Subdivision	$98,217.37	$100,654.87	$44,531.00	$45,202.09	$10,921.78	$100,654.87	$10,065.49	$90,589.38	$90,589.38	$0.00
	TOTALS:						$100,654.87	$10,065.49	$90,589.38	$90,589.38	$0.00

Estimate Quantity Update Worksheet
Villa Capri Subdivision
Colonia Access Program Project - Precinct No.3
CAP-08-008-03-26
Contractor: Valley Paving

						RFP 1			RFP 2			RFP 3 & Final			Balance to Finish	
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Quantity	Dollars
Roadway																
100	Preparing ROW	10.63	STA	$855.00	$9,088.65	10.63	10.63	$9,088.65	0	10.63	$0.00	0	10.63	$0.00	0	$ -
110	Excavation	1445	CY	$4.20	$6,069.00	1445	1445	$6,069.00	0	1445	$0.00	0	1445	$0.00	0	$ -
247	Flex Base	735	CY	$21.45	$15,765.75	367.5	367.5	$7,882.88	367.5	735	$7,882.88	0	735	$0.00	0	$ -
251	Reworking Base Material (DC)(TY D CL2)	735	CY	$5.80	$4,263.00	315	315	$1,827.00	420	735	$2,436.00	0	735	$0.00	0	$ -
262	Lime Treated Base (6")	2835	SY	$1.50	$4,252.50	1417.5	1417.5	$2,126.25	1417.5	2835	$2,126.25	0	2835	$0.00	0	$ -
262	Lime for Base (Ty A or B)	15.73	TON	$127.86	$2,011.24	7.86	7.86	$1,004.98	7.87	15.73	$1,006.26	0	15.73	$0.00	0	$ -
310	Prime Coat (MC-30)	570	GAL	$3.95	$2,251.50	0	0	$0.00	285	285	$1,125.75	285	570	$1,125.75	0	$ -
340	Asphalt Concrete Pavment Type "D"	242.36	TON	$66.05	$16,007.88	0	0	$0.00	122	122	$8,058.10	120.36	242.36	$7,949.78	0	$ -
502	Barricades, Signs & Traffic Handling	1.5	MO	$1,500.00	$2,250.00	1.5	1.5	$2,250.00	0	1.5	$0.00	0	1.5	$0.00	0	$ -
506	Construction Exits (TY 2) (Install)	145	SY	$40.00	$5,800.00	72	72	$2,880.00	73	145	$2,920.00	0	145	$0.00	0	$ -
506	Construction Exits (TY 2) (Remove)	145	SY	$20.00	$2,900.00	72	72	$1,440.00	73	145	$1,460.00	0	145	$0.00	0	$ -
530	Turnouts (Asph-Conc-Pav)	145	SY	$11.20	$1,624.00	0	0	$0.00	145	145	$1,624.00	0	145	$0.00	0	$ -
644	Small Road Sign Assm (Ty A)	2	EA	$500.00	$1,000.00	0	0	$0.00		0	$0.00	2	2	$1,000.00	0	$ -
Drainage																
464	RCP (CL III) (15")	345	LF	$15.50	$5,347.50	0	0	$0.00		0	$0.00	0	0	$0.00	0	$ -
464	RCP (CL III) (18")	108	LF	$17.50	$1,890.00	0	0	$0.00		0	$0.00	0	0	$0.00	0	$ -
467	Safety End Treatment	4	EA	$600.00	$2,400.00	0	0	$0.00		0	$0.00	0	0	$0.00	0	$ -
529	Concrete Curb and Gutter	0	LF	$5.25	$0.00	1145	1145	$6,011.25	1155	2300	$6,063.75	0	2300	$0.00	0	$ -
5249	Temp Sediment Control Fence	260	LF	$4.00	$1,040.00	130	130	$520.00	130	260	$520.00	0	260	$0.00	0	$ -
5249	Temp Sediment Control Fence (Remove)	260	LF	$1.50	$390.00	0	0	$0.00	0	0	$0.00	260	260	$390.00	0	$ -
530	Driveways (Ty PRB-1) (ACP) (1")	73	SY	$11.20	$817.60	0	0	$0.00	73	73	$817.60	0	73	$0.00	0	$ -
530	Driveways (Ty PRB-1) (Concrete)	357.5	SY	$36.50	$13,048.75	94	94	$3,431.00	251	345	$9,161.50	12.5	357.5	$456.25	0	$ -
				TOTAL	$98,217.37		Totals:	$44,531.00		Totals:	$45,202.08		Totals:	$10,921.78	Totals:	$0.00
							Roadway:	$34,568.75		Roadway:	$28,639.23		Roadway:	$10,075.53	Roadway:	$0.00
							Drainage:	$9,962.25		Drainage:	$16,562.85		Drainage:	$846.25	Drainage:	$0.00

Totals to Date:

Roadway:	$73,283.52
Drainage:	$27,371.35
Total:	$100,654.87

Prepared and Checked by:

Signature: _____

Printed Name: Ricardo Hinojosa, P.E.

Date: 3-26-09

LIST OF SUPPLIERS
&
FINAL WAIVER OF LIEN
Villa Capri Subdivision

Valley Caliche Products, Inc.
(Hot Mix Asphaltic Concrete)

Magic Valley Concrete
(Concrete)

Note: Auditor's Office – Attn: Rossana
Final Waiver of Lien's
Attached

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Magic Valley Concrete Co. to furnish Concrete in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway Paving and Drainage Construction for Villa Capri Subdivision

In consideration of Pay Estimate No. 3 in the amount of Two Hundred Thirty Four Dollars and 50/100 ($ 234.50) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bill for material or labor in connection with the erection or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

Magic Valley Concrete Co.
Supplier

By: Rufino Garza
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16th day of February to certify which witness my hand and seal of office.

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 10-11-2011

PARTIAL/FINAL WAIVER OF LIEN

THE STATE OF TEXAS

COUNTY OF HIDALGO

The undersigned contracted with Valley Caliche, Products to furnish Asphalt in connection with certain improvements to real property in located in Mission, Texas, Hidalgo County, Texas and owned by Hidalgo County Precinct No. 3 Which improvements are described as follows:

Roadway Paving and Drainage Construction for Villa Capri Subdivision

In consideration of Pay Estimate No. 3 in the amount of Seven Thousand, One Hundred Twelve Dollars and 76/100 ($7,112.76) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

~~Undersigned~~ hereby guarantees that all bids for labor performed and/or materials furnished in ~~the erection~~ and construction of ~~such improvements~~ on the Property have been fully paid ~~and satisfied~~ and Undersigned does further guarantee that if for any reason ~~a lien or liens are filed~~ for material or labor against said Property arising out of any bill for material ~~or labor~~ in connection with ~~the erection~~ or construction of said Improvements thereon, Undersigned will obtain a settlement of such lien or liens and a ~~proper release thereof shall be~~ obtained.

Valley Caliche, Products
Supplier

By: Mark Mothersead
Title: Vice President / General Manger

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 16TH day of FEB., 2009 to certify which witness my hand and seal of office.

Irma P. Price
NOTARY PUBLIC in and for the State of Texas

IRMA P PRICE
Notary Public, State of Texas
My Commission Expires
August 07, 2011

My Commission Expires: 8-7-11

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Hidalgo County Pct. No. 3 - Villa Capri Subd. PROJECT NO. CAP 08-008-03-26-LRM
OWNER: Hidalgo County
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By

Title President

Subscribed and sworn to before me this 16th day of Februrary, 2009

Notary Public:

My Commission Expires: 02-23-11

CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS AND CLAIMS

PROJECT: Hidalgo County Pct. No. 3 - Villa Capri Subd. PROJECT NO.
OWNER: Hidalgo County CAP 08-008-03-26-LRM
CONTRACTOR: Valley Paving, Inc.
ENGINEER: Hinojosa Engineering

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

"None"

CONTRACTOR Valley Paving, Inc.

By

Title President

Subscribed and sworn to before me this 16th day of Februrary, 2009

Notary Public:

My Commission Expires: 02-23-11

Form K

Progress Estimate

Project: Hidalgo County Pct. No. 3
Villa Capri Subdivision

Project No.: CAP-08-008-03-26-LRM Estimate No. 4th & Final
for Period from 12/17/08 to 02/16/09

Notice to Proceed Date: 05/12/08
Contract Completion Date: _____
Approved Time Extensions: _____
Revised Contract Completion Date: 12/30/08

Contract Date: 04/22/08
Original Contract Amount: $ 98,217.37
Revised Contract Amount: $ 100,654.87

TOTAL AMOUNT WORK DONE TO DATE: $ 100,654.87

Less Amount Due Retained: (-0-)
Less Previous Payments: (90,589.38)

AMOUNT DUE TO CONTRACTOR: $ 10,065.49

Owner: Hidalgo County Pct. No. 3

Contractor: Valley Paving, Inc.

CERTIFICATE OF THE CONTRACTOR OR HIS DULY AUTHORIZED REPRESENTATIVE

To the best of my knowledge, I certify that all times, quantities and prices of work and materials shown on the face of this estimate are correct; that all work has been performed and materials supplied in full accordance to the terms and conditions of the corresponding construction contractual documents between the Owner and the Contractor, including all changes authorized thereto; that the foregoing is a true and correct statement of the contract amount up to and including the last day of the period covered by this estimate and that no part of the "AMOUNT DUE CONTRACTOR" has been received.

I further certify that all just and lawful bills against the below named Contractor, for labor, material and Expandable equipment employed in the performance of said contract have been paid in full accordance with the Contract requirements.

DATE: 02/16/09 BY: _____ TITLE: President

CERTIFICATE OF ENGINEER'S REPRESENTATIVE

I certify that a qualified project representative was present on the project on a continual basis to observe Construction and that all materials and work included in this statement have been performed in general accordance with the construction plans and specifications and authorized changes thereto. I further certify that I have verified this estimate and that, to the best of my knowledge and belief, it is a true and correct statement of work performed and materials supplied by the Contractor, that the amount due him is correct and just.

PROJECT MANAGER: _____ DATE: 2-26-09

OWNER'S ACCEPTANCE: _____ DATE: _____

VALLEY PAVING INC.
321 E. 2 MILE LINE
MISSION, TX. 78574

PHONE (956) 585-5908
PHONE (956) 581-1370
FAX (956) 584-0057

TO: HIDALGO CO. PCT.3
C/O HINOJOSA ENGINEERING
108 W. 18TH. ST.
MISSION, TX. 78572

PAYMENT
REQUEST #3
& FINAL

DATE: 2/16/2009

PROJECT: HIDALGO COUNTY PCT.3-VILLA CAPRI (ROADWAY CONSTRUCTION)

ITEM NUMBER	DESCRIPTION	ESTIMATED QUANTITIES	UNIT	UNIT PRICE	CONTRACT TOTAL	COMP. TO DATE	TOTAL AMOUNT
100	PREPARING ROW	10.63	STA.	$ 855.00	$ 9,088.65	10.63	$ 9,088.65
110	EXCAVATION	1445	CY	$ 4.20	$ 6,069.00	1445	$ 6,069.00
247	FLEXIBLE BASE	735	CY	$ 21.45	$ 15,765.75	735	$ 15,765.75
251	REWORKING BASE MATERIAL (DC) (TY D CL2	735	CY	$ 5.80	$ 4,263.00	735	$ 4,263.00
262	LIME TREATMENT FOR BASE (6")	2835	SY	$ 1.50	$ 4,252.50	2835	$ 4,252.50
262	LIME FOR BASE (TY A OR B)	15.73	TON	$ 127.86	$ 2,011.24	15.73	$ 2,011.24
310	PRIME COAT (MC-30)	570	GAL	$ 3.95	$ 2,251.50	570	$ 2,251.50
340	ASPHALT CONCRETE PAVEMENT TYPE "D"	242.36	TON	$ 66.05	$ 16,007.88	242.36	$ 16,007.88
502	BARRICADES SIGNS & TRAFFIC HANDLING	1.5	MO	$ 1,500.00	$ 2,250.00	1.5	$ 2,250.00
506	CONSTRUCTION EXITS (TY2) (INSTALL)	145	SY	$ 40.00	$ 5,800.00	145	$ 5,800.00
506	CONSTRUCTION EXITS (TY2) (REMOVE)	145	SY	$ 20.00	$ 2,900.00	145	$ 2,900.00
5249	TEMP SEDIMENT CONTROL FENCE (INSTALL)	260	LF	$ 4.00	$ 1,040.00	260	$ 1,040.00
5249	TEMP SEDIMENT CONTROL FENCE (REMOVE	260	LF	$ 1.50	$ 390.00	260	$ 390.00
529	CONCRETE CURB & GUTTER	0	LF	$ 5.25	$ -	2300	$ 12,075.00
530	TURN-OUTS (ASPH CONC-PAV)	145	SY	$ 11.20	$ 1,624.00	145	$ 1,624.00
644	SMALL ROAD SIGN (TY A)	2	EA	$ 500.00	$ 1,000.00	2	$ 1,000.00
464	RCP (CL III) (15")	345	LF	$ 15.50	$ 5,347.50	0	$ -
464	RCP (CL III) (18")	108	LF	$ 17.50	$ 1,890.00	0	$ -
467	SAFETY END TREATMENT	4	EA	$ 600.00	$ 2,400.00	0	$ -
530	DRIVEWAYS (TY PRB-1) (ACP) (1")	73	SY	$ 11.20	$ 817.60	73	$ 817.60
530	DRIVEWAYS (TY PRB-1) (CONCRETE)	357.5	SY	$ 36.50	$ 13,048.75	357.5	$ 13,048.75
	TOTAL CONTRACT AMOUNT				$ 98,217.37		
	TOTAL AMOUNT DUE & COMPLETED TO DATE						$ 100,654.87

HINOJOSA ENGINEERING, INC.
STRUCTURAL ENGINEERING • CIVIL ENGINEERING
LAND SURVEYING
106 W. 18TH ST. MISSION, TEXAS 78572

TRANSMITTAL LETTER

PROJECT: VILLA CAPRI SUBDIVISION. **PROJECT #** 06-167

DATE: 3-10-09

TO: BORDER COLONIAS PROGRAM

If enclosures are not as noted, please Inform us immediadialy.
If checked below, please,
( ) Acknowledge receipt of enclosure.
( ) Return enclosures to us.

ATTN: AGAPITO VARGAS.

WE TRANSMIT:
(X) HEREWITH ( ) UNDER SEPERATE COVER VIA _____
( ) IN ACCORDANCE WITH YOUR REQUEST _____

FOR YOUR:
( ) APPROVAL ( ) RECORD ( ) INFORMATION
( ) REVIEW & COMMENT ( ) DISTRIBUTION TO PARTIES

THE FOLLOWING:
(X) DRAWINGS ( ) SHOP DRAWING REPRODUCIBLES ( ) SAMPLES
( ) SPECIFICATIONS ( ) SHOP DRAWING PRINTS ( ) PRODUCT LITERATURE
( ) CHANGE ORDER (X) OTHER _____

COPIES	DATE	DESCRIPTION
1	3-10-09	ORIGINAL APPLICATION FOR RELEASE OF RETAINAGE.
1	3-10-09	CERTIFICATE OF CONSTRUCTION COMPLETION.

REMARKS:

COPIES TO : FILE

Armenta

Border Colonia Access Program
Checklist for Documents Required for Road Construction

Contractor: Valley Paving Inc.
Contract Amount: $98,247.37
Project/Precinct: Villa Capri / Pct. 3
Owner's Contract No.: CAP-08-008-03-26

Item	Required Documents	Submitted & Reviewed	Approved	Comments:
	INITIATION OF PROJECT:			
1	Approval to Bid (Purchasing)			
2	Contract - Signed and Excuted			
3	Gen. Liability Insurance - (Expiration Date)			
4	Automobile Liab. Insurance - (Expiration Date)			
5	Worker's Comp. & Empl. Liab. (Expiration Date)			
6	Notice to Proceed			
7	Material Sample & Testing Table Sent to Auditor's Office			
	[redacted]			
8	Application and Cerification of Payment (A)	✓	✓	
9	Schedule of Values a/k/a 1257/1258	✗✓	✗✓	Need to reflect retainage amount.
10	Estimate Quantity Update Worksheet	✗✓	✗✓	
11	List of Suppliers and Sub-contractors	✓	✓	
12	Partial Waiver of Liens (Sub-contractors/suppliers)	✓	✓	
13	TxDot Form 252 Contract Time Statement			
14	Payroll Report w/signed Wage Form			
15	Change Order (Requires TxDot Concurrence			
	[redacted]			
16	Punch List	✓	✓	
17	Certificate of Construction Completion	✗✓	✗✓	Wrong Contract Date s/b 4/22/08, 08-008-03-26, & Amount of Final Payment. #10,065.49
18	Approval by Commissoner's Court			
19	Contractor's Affidavit of Release (Waiver) of Liens (with power of attorney)(B)	✓	✓	
20	Affidavit of Payment of Debts & Claims-lien bond & Indemnity bonds(w/power of attorney)(B)	✓	✓	
21	Consent of Surety to Final Payment(with power of attorney)(B)			
22	Final Blue Prints			

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 19 DAY OF February, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT:

DATE: April 22, 2008
OWNER: Hidalgo County
CONSTRUCTION CONTRACTOR: Valley Paving, Inc.
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION:

CONSTRUCTION OF Villa Capri Subdivision

CONTRACT No: CAP-08-008-03-26
Located in or near the City/Pct. Of Hidalgo County Pct. No 3

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda change orders, supplemental agreements thereto, and with the following exceptions:
   "None"

2. That the sum of -0- deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	100,654.87
Present Amount of Contract	100,654.87
Total Amount of earned to Date	100,654.87
Less: previous payments	90,589.38
Balance	10,065.49
Authorized deductions	-0-
AMOUNT OF FINAL PAYMENT	10,065.49

6. That the final payment in the amount of Ten Thousand, Sixty Five Dollars & 49/100 is now due and payable.

CONCURRED
Valley Paving, Inc.

By: _____
Contractor's Name

By: _____
Engineer's Signature

OWNER

By: _____
Hidalgo County Judge

AI-14811 **22.I.1.**

Service & Maintenance to Generators at the Jail-Law Enforcement Cntr-Etc.

CC REGULAR

Date:	04/07/2009
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office(& Jail) -Service & Maintenance to Generators at the Jail-Law Enforcement Cntr-Etc. (Bid No. 2009-007-02-23-MEG)

BACKGROUND

Original contract document drafted by Hon. Steve Crain, Atlas & Hall on 1-26-09.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-432

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

BUDGETARY IMPACT:

Contract awarded to HOLT CAT (on an "As-needed' basis) for generator maintenance. Current available balance is $36,945.50, as of 4/3/09.

Attachments

Link: Email of recommendation/Tabulation Sheet & Participants

Link: Contract#C-09-007-04-07-HOLT CAT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 03:22 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 03:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 01:19 PM	APRV
4	Dale Kennan	Dale Kennan	04/03/2009 02:23 PM	APRV
5	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Elena Gomez Started On: 03/31/2009 10:09 AM

Final Approval Date: 04/03/2009

2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612

elena.gomez@co.hidalgo.tx.us

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Monday, March 30, 2009 8:32 AM
To: 'Elena Gomez'
Subject: RE: 2009-007 Service & Maintenance to Generators

NO PROBLEM.....

From: Elena Gomez [mailto:elena.gomez@co.hidalgo.tx.us]
Sent: Friday, March 27, 2009 4:56 PM
To: 'Richard Ozuna'
Subject: RE: 2009-007 Service & Maintenance to Generators

Please let this e-mail serve as a formal recommendation as per our verbal conversation (Friday, March 27,2009) related to the above mentioned project. This item will be placed on the next CC. agenda for award as stated in your email recommendation. If you have any questions related to this matter, do not hesitate to contact me. Thank you for your time in this matter.

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

From: Richard Ozuna [mailto:richard.ozuna@hidalgoso.org]
Sent: Friday, March 27, 2009 10:41 AM
To: 'Elena Gomez'
Subject: RE: 2009-007 Service & Maintenance to Generators

Responding to your 4th notice, and as we spoke in person just to reiterate, For All work to be done on the two CAT 3512B and CAT3412C it should be Holt due to the propriety software and the other vendors not meeting specifications. For the work on the CAT D304, Kohler 250 and Generac SD 100 we recommended the bid award go to the vendor with the lowest bid and meeting all specifications.

Exhibit "B"
Hidalgo County Sheriff's Office
"Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc"
Bid No. 2009-007-02-23-MEG

HOLT TEXAS 1 2 & 3						
Generators	**PM 1**	**PM 2**	**PM 3**	**Load Bank Testing**	**Auto Transfer**	**Fuel Annual**
1. Cat 3512 B	675.00	2200.00		995.00	140.00	125.00
2. Cat 3512 B	675.00	2200.00		995.00	140.00	125.00
3. Cat 3412 C	675.00	1400.00		995.00	14.000	125.00
TOTALS	**2025.00**	**5800.00**		**2985.00**	**420.00**	**375.00**
Tech fees:						
Normal Hours	**$ 97.50 8- 5 pm**					
After Hours	**$ 146.50 5- 8 am**					
Mark up	**40 %**					

HOLT TEXAS 4, 5 & 6						
Generators	**PM 1**	**PM 2**	**PM 3**	**Load Bank Testing**	**Auto Transfer**	**Fuel Annual**
4. Cat D-304	675.00		1600.00	695.00	140.00	125.00
5. Kohler 250	675.00		2100.00	695.00	140.00	125.00
6. Generac SD 100	675.00		1600.00	695.00	140.00	125.00
TOTALS	2025.00		5300.00	2085.00	420.00	375.00
Tech fees:						
Normal Hours	$ 97.50 8- 5 pm					
After Hours	$146.50 5- 8 am					
Mark up	40 %					

Power Pro Tech 4, 5 & 6						
Generators	**PM 1**	**PM 2**	**PM 3**	**Load Bank Testing**	**Auto Transfer**	**Fuel Annual**
4. Cat D-304	150.00	440.00	1903.00	700.00	200.00	120.00
5. Kohler 250	150.00	345.00	1673.00	700.00	200.00	120.00
6. Generac SD 100	150.00	275.00	1398.00	700.00	200.00	120.00
sub TOTALS	450.00	1060.00	4974.00	2100.00	600.00	360.00
extras	823.68	823.68	823.68	823.68	823.68	823.68
TOTAL	**1273.68**	**1883.68**	**5797.68**	**2923.68**	**1423.68**	**1183.68**
Tech fees: extras	Coming in from Corpus it's 105.00 per hour (min of 3 hours) plus 1.80 per mile 105.00 x 3= 315.00, plus 1.80 x 282.6 = 508.68 round trip **315.00 + 508.68= 823.68**					
Normal Hours	$ 75.00 8- 5 pm (cheaper but when you add all the extras, comes out more expensive)					
After Hours	$112.50 5- 8 am (same for these one)					
Mark up	20 %					

Cummins Southern Plains 4, 5 & 6						
Generators	**PM 1**	**PM 2**	**PM 3**	**Load Bank Testing**	**Auto Transfer**	**Fuel Annual**
4. Cat D-304	210.00		2895.00	900.00	100.00	126.00
5. Kohler 250	245.00		3245.00	1400.00	100.00	126.00
6. Generac SD 100	210.00		2005.00	400.00	100.00	126.00
TOTALS	665.00		8145.00	2700.00	300.00	378.00
Tech Fees						
Normal Hours	$ 97.00 8- 5 pm					
After Hours	$145.50 5- 8 am					
Mark up	5 %					

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: FEBRUARY 23, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY SHERIFF'S OFFICE- "SERVICE & MAINTENANCE FOR GENERATORS at JAIL- LAW ENFORCEMENT CNTR-ETC"

BID NO.: 2009-007-02-23-MEG

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Altas Technologies **Attn: Johnny Partain**	Email	Elena Gomez	02/04/09	7020 N. 16th St. McAllen, Texas 78504 956-240-1821 Ph 956-687-4966 fax partain@altastechonogies.biz
2. Holt Power Systems **Attn: Todd Moseley**	Email	Elena Gomez	02/04/09	1320 S. 25th Ave. Edinburg, Texas 78539 210-648-1111 PH 210-648-8452 FAX Todd.moseley@holtcat.com
3. Waukesha Pearce **Attn: Robert Amtu**	Email	Elena Gomez	02/04/09	WPI 9000 N. IH 35 New Braunsfels, Texas 78130 512-353-5595 ph anturo@wpi.com
4.Loftin Equipment **Attn: Steve Ross**	Email	Elena Gomez	02/04/09	4728 Cotton Belt Dr. San Antonio, Texas 78218 210-881-1623 PH stever@loftinequip.com
5. Power Pro-Tech Services, Inc. The American Generator Company **Attn: Tom Britt**	ER	Elena Gomez	02/10/09	240 Circle Drive Maitland, FL 32751 407-628-8186 Ext 101 Fax: 407-628-8919 cell: 407-421-6724 tomb@generator.com
6. Operations Manager Cummins Southern Plains, Ltd. **Attn: Daniel Holbrook**	EMAIL	Elena Gomez	2/10/09	6226 Pan Am Expressway N. San Antonio, TX 78218 800-364-4884 Phone: 210-655-5420 Fax: 210-655-3865 Cell: 210-219-3297 daniel.c.holbrook@cummins.com

7. Kentech Power **Attn: Raul Esquivel**	ER	Elena Gomez	02/17/09	Cell 210-219-6395 Office 210-946-2474 requivel@kentechpower.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)
EMAIL REQUEST (ER)

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-007-04-07

THIS CONTRACT is made and entered into this 7th day of **April, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Holt Texas Ltd. d/b/a HOLT CAT** 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 Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within the Request for Bids (RFB) Procurement Packet, 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.

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 on **May 11, 2009**, expiring on **May 10, 2010** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also 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 of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the 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:	Holt Texas, LTD d/b/a HOLT CAT 3302 S.W.W. White Road San Antonio, Texas 78222

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.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Holt Texas, LTD d/b/a HOLT CAT

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 09, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."**
Bid No: 09-007-02-23-MEG

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY
"SERVICE & MAINTENANCE TO GENERATORS LOCATED AT JAIL-LAW ENFORCEMENT CNTR-ETC"

Bid No: 2009-007-02-23-MEG

1. **Request for Bid Letter, consists of ___1___page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications consisting of__8__ pages.**
4. **Exhibit "B" Bid Page consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1___page.**
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
8. **Draft Requirements Agreement consisting of __5__ pages.**
9. **Certification Regarding Debarment __1__ page.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

FEB 09 2009
Date

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: _____

EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY SHERIFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

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.**

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

"Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc."

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittal shall be Considered a probable cause for disqualification

Description Of Generators	**TOTAL PRICE PER SERVICE (PER TERM) AMOUNTS** QUARTERLY PM1	ANNUAL PM2	TRIENNIAL PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
The following generators require one (1) P.M. LEVEL 2 Recommended Annually (to include all services Level 1 inspection)						
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
3. Cat 3412 C						
B. The following generators require one (1) P.M. LEVEL 3 Recommended every (3) Three years (to include all services previously listed under Level 1 and 2)						
4. Cat D-304						
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB						
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)						
C. Generators will require three (3) P.M. LEVEL 1 Recommended Quarterly						
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH						
3. Cat 3412 C						
4. Cat D 304						
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB						
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)						
TOTAL BID (for all above items)						

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.

D. Technician Fee:

1. Normal Hours $ _____ (specify hours) _____ to _____
2. After Hours $ _____ (specify hours) _____ to _____
3. Mark up rate for parts _____%

E. Other _____

BIDDER/COMPANY NAME _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY SHEIRFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

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

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

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

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

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONT PROT OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER POLICY PROJECT LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS OTHER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY SHERIFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

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

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the 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 knowingly 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 who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. 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, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY SHERIFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

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

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

❒ 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 ❒ Native American
❒ Hispanic American ❒ Women
❒ Asian Pacific American ❒ Other

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

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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)

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.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on 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

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 ▶ Date ▶

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,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

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

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

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

2. The treaty article addressing the income.

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

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

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

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

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

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

Payments you receive will be subject to backup withholding if:

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

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

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

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

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

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

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

Penalties

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

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

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

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

Specific Instructions

Name

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

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

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

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

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

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

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

Exempt payees. Backup withholding is not required on any payments made to the following payees:

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

2. The United States or any of its agencies or instrumentalities,

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

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

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

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

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

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

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

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

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

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

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

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

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

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

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

Part II. Certification

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

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

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

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

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

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

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

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

What Name and Number To Give the Requester

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

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

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

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

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

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

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

HIDALGO COUNTY SHERIFF'S OFFICE

"SERVICE & MAINTENANCE TO GENERATORS at the JAIL-LAW ENFORCEMENT CNTR-ETC."

Bid No: 09-007-02-23-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

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

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

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"Service & Maintenance for Generators at the Jail-Law Enforcement Cntr-Etc."
BID PAGE
Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable INCOMPLETE submittal shall be Considered a probable cause for disqualification

Description Of Generators	TOTAL PRICE PER SERVICE (PER TERM) AMOUNTS					
	QUARTERLY PM1	ANNUAL PM2	TRIENNIAL PM3	LOAD BANK TESTING	AUTOMATIC TRANSFER	FUEL ANNUAL PRICE
A. The following generators require one (1) P.M. LEVEL 2 Recommended Annually (to include all services Level 1 inspection)						
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH	0	2200	0	995	140	125
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH	0	2200	0	995	140	125
3. Cat 3412 C	0	1400	0	995	140	125
B. The following generators require one (1) P.M. LEVEL 3 Recommended every (3) Three years (to include all services previously listed under Level 1 and 2)						
4. Cat D-304	0	0	1600	695	140	125
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	0	0	2100	695	140	125
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	0	0	1600	695	140	125
C. Generators will require three (3) P.M. LEVEL 1 Recommended Quarterly						
1. Cat 3512 B Gen set 750 KW 480 volt 3 PH	675	0	0	0	0	0
2. Cat 3512 B Gen set 750 KW 480 volt 3 PH	675	0	0	0	0	0
3. Cat 3412 C	675	0	0	0	0	0
4. Cat D 304	675	0	0	0	0	0
5. Kohler 250 (Detroit Diesel) 12.7L/model # 250REOZ DB	675	0	0	0	0	0
6. Generac SD 100 (Mitsubishi 4D34-T 3.9 L / model # 7515510100)	675	0	0	0	0	0
TOTAL BID (for all above items)	4050	5800	5300	5070	840	750

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.

D. Technician Fee:

1. Normal Hours $ 97.50 (specify hours) 8AM to 5PM
2. After Hours $ 146.50 (specify hours) 5PM to 8AM
3. Mark up rate for parts 40 %

E. Other _____

BIDDER/COMPANY NAME Holt Texas Ltd., dba HOLT CAT

ADDRESS: 3302 S.W.W. White Road

CITY/STATE/ZIP CODE: San Antonio, TX 78222

PHONE & FAX NO.'S: 210-648-1111 210-648-0079

CELLULAR & BEEPER NO.'S: 361-946-2934 361-902-0154

AUTHORIZED SIGNATURE: Joe Washington

PRINTED NAME: Joe Washington

TITLE: PSSR

EMAIL: joe.washington@holtcat.com

EXHIBIT "C"
INSURANCE REQUIREMENTS

MARSH — CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER: HOU-000754920-04

PRODUCER

Marsh USA, Inc.
112 East Pecan
Suite 2625
San Antonio, TX 78205-1505
Attn: Bonnie Drzymala 210 299 3320 Fax 210 299 3350

413630-CAT 2--08/09

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

INSURED

Holt Texas Ltd
dba Holt CAT
P. O. Box 207916
San Antonio, TX 78220

COMPANIES AFFORDING COVERAGE

COMPANY A: TRAVELERS PROPERTY CASUALTY COMPANY OF AMERICA

COMPANY B: N/A

COMPANY C: TRAVELERS INDEMNITY CO

COMPANY D: N/A

COVERAGES — This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE DESCRIBED HEREIN HAVE BEEN ISSUED TO THE INSURED NAMED HEREIN FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THE CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, CONDITIONS AND EXCLUSIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TC2J-GLSA-750G3730-TIL-08	04/01/08	04/01/09	GENERAL AGGREGATE	$ 10,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 3,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 1,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 350,000
					MED EXP (Any one person)	$ 10,000
A	AUTOMOBILE LIABILITY	TC2J-CAP-750G3698-TIL-08	04/01/08	04/01/09	COMBINED SINGLE LIMIT	$ 2,000,000
	[X] ANY AUTO				BODILY INJURY (Per person)	$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	SCHEDULED AUTOS				PROPERTY DAMAGE	$
	HIRED AUTOS					
	NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TC2KUB-750G3662-08	04/01/08	04/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL				EL EACH ACCIDENT	$ 2,000,000
					EL DISEASE-POLICY LIMIT	$ 2,000,000
					EL DISEASE-EACH EMPLOYEE	$ 2,000,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

Hidalgo County is included as additional insured as required by written contract.

CERTIFICATE HOLDER

Hidalgo County
2802 S. Bus. Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE
Marsh USA Inc.
BY: Stephen R. Skeeter

MM1(3/02)

VALID AS OF: 04/10/08

AI-14895 **22.I.2.**

Consulting Services-Sheriff's Office (Funding Source)

CC REGULAR

Date:	04/07/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
A. Status of negotiations with number one ranked consultant, Hollis Rutledge & Associates, Inc. for the provision of professional consulting services in connection with:Funding Sources from Federal Stimulus Package for the Hidalgo County Sheriff's Office; and,
B. Recommending to cease negotiations with Hollis Rutledge & Associates, Inc. for the project detailed herein; and, if applicable,
C. Requesting authority to modify and expand the current Scope of Project as to funding options outside the Federal Stimulus Package including, but not limited to federal, state, private sector and other funding sources so as to attempt to secure resources for the Sheriff's Office:

1. Construction of a Second Substation;
2. New Communication System;
3. Pilot Program for the Implementation of Fixed & Remote Surveillance System for Hidalgo County; if approved,

D. Requesting authority to negotiate a contract with the number one ranked firm of Hollis Rutledge & Associates, Inc. through the modified and expanded scope of project to include all funding sources; or,
E. Requesting selection of a scoring committee to grade and evaluate the current approved "Pool" of consultants in order for CC to rank and authorize negotiations to engage services to seek funding sources from federal, state, private sector and other sources in order to secure monies for the Sheriff's Office including, but not limited to, the following projects:

1. Construction of a Second Substation;
2. New Communication System;
3. Implementation of Fixed & Renote Surveillance System for Hidalgo County;
4. Others as developed by Sheriff's Office

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding to be determined based on future negotiations prior to commencement.

Attachments

Link: AI-14027

Link: AI-14262

Link: AI-14695

Link: SCOPE OF WORK/PROPOSAL

Link: LIST OF POOL

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/03/2009 11:13 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 01:12 PM	APRV
3	Veronica Lopez	Veronica Lopez	04/03/2009 02:31 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW
Form Started By: Vangie Garcia			Started On: 04/02/2009 10:44 AM	
Final Approval Date: 04/03/2009				

B. Approval of 457 plan withdrawal requests due to hardship for Employees #000752, #026174, #006491, #126381, #110922, and #011053.

On motion of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

C. 1 Notification of call of bonds using proceeds of the Limited Tax Refunding Bonds, Series 2009A and commitment to issue financial guaranty insurance policy.
2. Ratification of designation of Commissioners' Court Executive Officer and Budget Officer as authorized designees for purposes of Issuance of Certificates of Obligation. Series 2009 and Refunding Bonds, Series 2009A

On of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval on items #1 & 2.

At this time Commissioner Palacios steps out.

D. Authorization to issue a check from General Fund to the District Clerk's Trust Account in the amount of $ 45,807.37 to pay trustee Esteban Gonzalez and to replenish the over disbursement account

On of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

E. Sheriffs Office:
1. Presentation of approved "pool" of consultants for state and/or federal issues in order to score, grade and evaluate firms and submit grid to Commissioners Court for ranking in connection with securing consulting services for identifying, applying and securing funding from the newly passed federal stimulus package for the Hidalgo County Sheriffs Office;

On of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

2. Selection/Designation of graders of firms nominated to score and evaluate as detailed above;

On of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval to designate Sheriff Lupe Trevino, Commissioner Handy and Commissioner Flores.

F. Civil Service Commission Rules/County Personnel Policy Manual:

1. Discussion, consideration, and approval to concur with the inclusion of item 2.18-J to the Civil Service Commission Rules as approved by the Civil Service Commission at its meeting of February 12, 2009.

On of Commissioner Handy, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

AI-14027 20.H.0.

Consulting Services-Stimulus Package Federal Funding Source for Sheriff's Office

CC REGULAR

Date:	02/17/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Valde Guerra-Executive Officer
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

A. Presentation of approved "pool" of consultants for state and/or federal issues in order to score, grade and evaluate firms and submit grid to Commissioners Court for ranking in connection with securing consulting services for identifying, applying and securing funding from the newly passed federal stimulus package for the Hidalgo County Sheriff's Office;

B. Selection/Designation of graders of firms nominated to score and evaluate as detailed above;

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

In the event the contract is negotiated on a "contingency" basis, then funding will be secured through awarded funding;
If contract is negotiated a fee (paid from funds other than those secured) then budget office would need to identify funding for these service;

Attachments

Link: EXHIBIT A REQUIREMENTS

Link: EXHIBIT B EVALUATION

Link: POOL PARTICIPATION LOG

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Marty Salazar	02/13/2009 11:32 AM	CREATED
1	Purchasing Department (Originator)	Marty Salazar	02/13/2009 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	02/13/2009 01:21 PM	APRV

3	Rey Salazar	NEW
4	Auditor's Office	
Form Started By: Marty Salazar		Started On: 02/13/2009 11:32 AM

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items #1 & 2 a thru c.

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to**
the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items a thru c.

4. **A. Presentation for discussion, consideration, acceptance and approval of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Hidalgo County Professional Consultants To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriffs Office Project (s)" (approved for scoring by CC on 02/17/09);**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to rank Hollis, Rutledge & Assoc. as #1, Law Firm of TRTAS as #2, Vazaldua & Assoc. as #3 and Dos Logistic as #4.

B. Requesting authority for the Purchasing Department to negotiate a professional consulting services contract with the number one ranked firm for: Professional Consulting Services to Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriffs Office Project(s)".

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for Hollis, Rutledge & Assoc.

At this time Commissioner Palacios returns.

5. **Recommending award of bid (Options I and II) and approval of contract document (reviewed and approved as to form by asst. district attorney) to the lowest bidder meeting all specifications/requirements and/or terms and conditions as stated in RFB NO: 2009-046-02-18-VYG- Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement cost).**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-14262 **37.A.0.**

Pool Of Professional Consultant To Seek Funding And Assistance Through Federal, State, Private Sector(s) And Other Sources

CC REGULAR

Date:	03/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Hidalgo County Professional Consultants To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriff's Office Project(s)" (approved for scoring by CC on 02/17/09);

B. Requesting authority for the Purchasing Department to negotiate a professional consulting services contract with the number one ranked firm for: Professional Consulting Services to Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriff's Office Project(s)".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

In the event the contract is negotiated on a "contingency" basis, then funding will be secured through awarded funding; if contract is negotiated a fee (paid from funds other than those secured) then budget office would need to identify funding for these services.

Attachments

Link: EVALUATION GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/25/2009 04:48 PM	CREATED
1	Purchasing Department			PEND
2	Budget & Management			
3	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/25/2009 04:48 PM

AI-14695 **19.I.1.**

Consulting Services-Stimulus Package Federal Funding Source For Sheriff's Office

CC REGULAR

Date:	03/31/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

A. Status of negotitations with number one ranked consultant, Hollis Rutledge & Associates; if applicable,

B. Proposal with Scope of Services including time lines submitted by Hollis Rutledge and Associates; and, if accepted & approved,

C. Consulting Services Contract #C-09-136-03-31 with Hollis Rutledge & Associates for Stimulus Bill Funding Sources for the Hidalgo County Sheriff's Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Marty, would this require an account number for the services at this time or until we know what Mr. Rutledge's proposal with scope of services is going to be to be able to determine out of what account number this will be coming out of?

We will need to wait and determine if the consultant confirms that stimulus monies can be used for payment of such services, no other funding sources will need to be identified. However, if stimulus bill does not permit the expenditure for consulting services, the County will need to identify and allocate funding for the contract fees.

DBM> Funding to be determined based on future negotiations prior to commencement.

Attachments

Link: Memo To Mr. Rutledge

Link: DRAFT CONSULTING SERVICES CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	03/23/2009 01:54 PM	CREATED
1	Purchasing Department	Marty Salazar	03/27/2009 09:41 AM	APRV
2	Budget & Management	Veronica Lopez	03/27/2009 09:53 AM	APRV
3	Rey Salazar	Rey Salazar	03/27/2009 03:26 PM	APRV
4	Auditor's Office			NEW

Form Started By: Vangie Garcia Started On: 03/23/2009 01:54 PM

Evangelina Garcia

From: hollis@rutledge-associates.com
Sent: Monday, March 30, 2009 2:54 PM
To: 'Evangelina Garcia'
Cc: martha.salazar@co.hidalgo.tx.us
Subject: RE: [SPAM] Memo-Consulting Services-Stimulus Package Federal Package Project For Hidalgo County Sheriff's Office
Attachments: HidalgoCountyproposalgrants.docx

Attached please find the proposal by Hollis Rutledge and Associates, Inc. as requested.

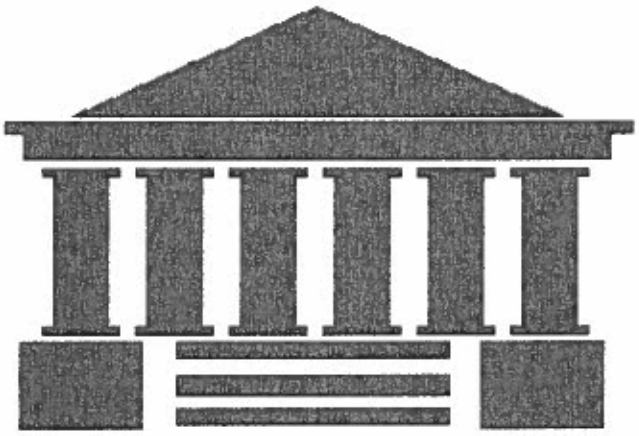
Thank you for the opportunity and look forward to the Thursday, April 2, 2009 meeting.

Hollis V. Rutledge, Jr.
President
Hollis Rutledge and Associates, Inc.
523 N Conway, Suite 3, 2nd Floor
Mission, Texas 78572
Tel. 956-583-0002
Fax 956-583-0500
Cell 956-497-9979

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, March 26, 2009 2:39 PM
To: hollis@rutledge-associates.com
Cc: martha.salazar@co.hidalgo.tx.us
Subject: [SPAM] Memo-Consulting Services-Stimulus Package Federal Package Project For Hidalgo County Sheriff's Office
Importance: High

Mr. Rutledge,
Please review the attached memorandum regarding the above-referenced subject. Should you have any questions, please call me. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us



Hollis Rutledge & Associates, Inc.

Proposal for Grant-writing Services for Hidalgo County

Proposal for Grant-writing Services for Hidalgo County

March 30, 2009

Proposal for Grant-writing Services for Hidalgo County

Pursuant to the meeting held on Monday, March 23, 2009 and instructions provided by the Hidalgo County Purchasing Office, our firm would like to provide a statement of work and to propose the terms listed below:

Statement of Work

Grant to be developed and submitted	Maximum Estimated Hours	Hourly Rate	Est'ed Cost
• COPS Grant	25	$150	$3,750
• State & Local Law Enforcement Program-Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States	25	$150	$3,750
• Assistance to Rural Law Enforcement to Combat Crime and Drugs	25	$150	$3,750
• Edward Byrne Memorial Justice Assistance Grant Formula Program	25	$150	$3,750
	Total:		$15,000

Traveling expenses are to be reimbursed based on actual expenses incurred for tasks and any expenses over $500 are to be preapproved by the client representative. The expenses will be reimbursed at the state reimbursement rate as follows:

Lodging: up to $85.00 per day
Meals: up to $36.00 per day
Mileage: 55 cents per mile

Our firm was instructed to attempt to identify grants under the Stimulus Package that would support the Sheriff's Department priorities of (1) Building a Substation, (2) Acquiring communications equipment and (3) Hiring additional personnel. Our firm identified the grants listed above under these priorities. Additional information is provided on the grants below including the due date and the purpose of the grant:

- COPS Grant – To be submitted by due date of April 14 for hiring additional personnel.
- State & Local Law Enforcement Program-Combating Criminal Narcotics Activity Stemming from the Southern Border of the United States – To be submitted by due of April 17 for assistance to include equipment purchases , overtime and hiring personnel.
- Assistance to Rural Law Enforcement to Combat Crime and Drugs – To be submitted by due date of April 22 for personnel and equipment purchases.

- Edward Byrne Memorial Justice Assistance Grant Formula Program to be submitted by due date of May 18. County is already eligible to receive $519,453 through formula allocation. Need to complete the application request.

Please note that HRA, Inc. will not be held responsible for delays caused by lack of response to requests for information from Hidalgo County staff. In addition, Hidalgo County should be advised that submission through OJP's Grant Management System requires a separate registration as per grant guidelines. The registration process should begin immediately.

The Purchasing Office also requested that HRA, Inc. research the reimbursement of grant-writing services though the grants. Reimbursement of grant-writing services is not eligible under the grants.

The pros and cons of the specific grants will be discussed in the Thursday, April 2, 2009 meeting as agreed to in the meeting held on Monday, March 23, 2009.

Other potential grants were identified for Hidalgo County and its Departments and could be prepared and submitted under this proposal and at the same hourly rate and travel reimbursement rates.

Respectfully Submitted by:

Hollis V Rutledge, Jr.
President

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q – POOL

DESCRIPTION OF RFP/Q	**CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES**
RFP/Q ACCEPTANCE DATE	**MAY 21, 2008**

QUALIFIED POOL ROSTER EFFECTIVE PERIOD: JUNE 17, 2008 – JUNE 16, 2009

	NAME OF COMPANY	RFP/Q AREAS OF QUALIFICATIONS						
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONAL/STAFFING	OTHER	FEDERAL	STATE
1	VAZALDUA & ASSOCIATES	✓ Background Information Was Provided	✓ 18 Years Of Experience	✓	✓ Five (5) Staff	✓ County Forms	✓	✓
2	DOS LOGISTICS, INC.	✓ Background Information Was Provided	✓ 150 Years Of Total Combined Experience	✓	✓	✓ County Forms	✓	✓
3	HOLLIS RUTHEDGE & ASSOCIATES, INC.	✓ Background Information Was Provided	✓ 50 Years Total Combined Experience	✓	✓ Eight (8) Staff	✓ County Forms	✓	✓
4	TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP	✓ Background Information Was Provided	✓ Established In 1993 – 3 Office Locations (San Antonio-Austin-Washington)	✓	✓ Forty-Five (45) Staff W/In Three (3) Office Locations Firm's Project Personnel Staff- Five (5)	✓ County Forms	✓	✓

HIDALGO COUNTY PURCHASING DEPARTMENT
RFP/Q- POOL

DESCRIPTION OF RFP/Q: HIDALGO COUNTY POOL OF PROFESSIONAL CONSULTANTS TO SEEK FUNDING AND ASSISTANCE THROUGH STATE, FEDERAL AGENCIES, PRIVATE SECTOR(S) AND OTHER SOURCES	RFP/Q NO: 2008-103-05-21-VYG
RFP/Q ACCEPTANCE DATE: **MAY 21, 2008**	RFP/Q ACCEPTANCE TIME: **9:30 A.M.**
QUALIFIED POOL ROSTER EFFECTIVE PERIOD: _____, 2008 **through** _____, 2009	

	NAME OF COMPANY	RFP/Q AREAS OF CRITERIA				
		BACKGROUND PROVIDED	EXPERIENCE	QUALIFICATIONS	PERFORMANCE/PERSONEL/STAFFING	Other
#01	**VAZALDUA & ASSOCIATES** 205 W. IRIS MCALLEN, TEXAS 78501 956-451-6775 – (F) 956-683-9110 email: paulmv555@yahoo.com	√ Background information was provided	√ 18 Yrs. Of Experience	√	√ Five (5) Staff	√ County Forms Submitted
#02	**DOS LOGISTICS, INC.** 212 West 3RD STREET WESLACO, TEXAS 78596 (956) 968-8800 or (956) 797-4601 (FAX) (956) 447-8194 Email: ericybarra@doslogistics.com	√ Background information was provided	√ 150 Years Total Combined Experience	√	√	√ County Forms Submitted
#03	**HOLLIS RUTLEDGE AND ASSOCIATES, INC.** 414 N. MAYBERRY STREET MISSION, TEXAS 78572 (956) 583-0002 (FAX) (956) 583-0500 Email: hollis@rutledge-associates.com	√ Background information was provided	√ 50 Years Total Combined Experience	√	√ Eight (8) Staff	√ County Forms Submitted
#04	**TUGGEY ROSENTHAL PAUERSTEIN SANDOLOSKI AGATHER LLP** 755 E. MULBERRY #200 SAN ANTONIO, TEXAS 78212 (210) 225-5000 (FAX) (210) 354-4034 Email: ttuggey@trpsalaw.com	√ Background information was provided	√ Established in 1993 – 3 Office Locations (San Antonio-Austin-Washington)	√	√ Forty-Five (45) Staff With-In the 3 Locations Firm's Project Personnel Staff - Five (5)	√ County Forms Submitted
#05						
#06						
#07						

AI-14868 **22.I.3.**

HCSO-Extension-Interlocal Agreement-Tropical Texas Behavioral Health Center-C-08-336-08-26 & Invoice No. February-09

CC REGULAR

Date:	04/07/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Requesting authority to exercise the first (1st) year of the additional five (5) one (1) year term extension as provided in current contract Interlocal Agreement for the purposes of providing "Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the Jail" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with Tropical Texas Behavioral Health (MHMR)-Effective: 04/07/09-12/31/09.

B. Presentation for discussion, consideration, acceptance and approval of request for payment of invoice (recently received) by Hidalgo County through the Sheriff's Office) Invoice No. February-09 totaling $ 5,640.00 submitted by Tropical Texas Behavioral Health Center and for (Inovice No. March-09 once recieved) with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-08-336-08-26 for the "Screening Assessments and Psychiatric Evaluation for County Jail Inmates" for Hidalgo County Sheriff's Office

BACKGROUND

Interlocal Agreement C-08-336-08-26-TTBH
Extension Letter from-TTBH & HCSO
Invoice No. February-09

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

Available funds as of 4-3-09 $132,666.44. Renewed/extended contract shall not exceed $81,120 per year.

Attachments

Link: ContractNo.C-08-336-08-26-TTBH

Link: Extension-Tropical Texas Behavioral Health Ctr

Link: Extension letter-HCSO

Link: Invoice No. Feb-09-TTBH

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/03/2009 10:50 AM	APRV
2	Budget & Management	Veronica Lopez	04/03/2009 01:08 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 03:39 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Letty Saenz

Started On: 04/01/2009 03:39 PM

Final Approval Date: 04/03/2009

INTERLOCAL COOPERATION CONTRACT
C-08-336-08-26

THIS INTERLOCAL COOPERATION CONTRACT is entered into by and between the agencies shown below as Contracting Parties, pursuant to the authority granted and in compliance with the provisions of "The Interlocal Cooperation Act", Texas Government Code, Chapter 791.

I. CONTRACTING PARTIES:

The Receiving Agency:	County of Hidalgo (hereinafter referred to as the "County")
The Performing Agency:	Tropical Texas Behavioral Health (hereinafter referred to as the "Center")

II. STATEMENT OF SERVICES TO BE PERFORMED

The Center shall provide a complete screening assessment and psychiatric evaluation for any jail inmate of the County who is referred by the Hidalgo County Jail medical staff and is of the age of 17 or older. This assessment will be performed at the Hidalgo County Jail located at the following address: 701 East El Cibolo Road, Edinburg, Texas. These services shall include orders for any psychoactive medications that the treating physician deems appropriate. This includes Schizophrenia, Bipolar Disorder, Major Depressive Disorder with psychotic features, or any other psychotic disorder requiring treatment with a neuroleptic agent, and any moderate or severe depression especially when associated with suicidal ideation.

The Center shall provide at the County Jail evaluations and follow-up treatment to such jail inmates as are referred by the Hidalgo County Jail medical staff. The frequency of follow-up care may be weekly or monthly as determined by the Center's physician. Such determination shall be based upon said physician's evaluation and the client's clinical situation. Medication prescriptions may be adjusted in accordance with the treating physician's ongoing evaluations.

The Center agrees to provide a physician to work on-site at the County's Edinburg jail facility two (2) days per week. The total amount of time a physician shall provide on-site services shall be no more than eight (8) hours per week.

The Center agrees to provide a screener to work on-site at the County's Edinburg jail facility six (6) hours per week. The County will compensate the Center for no more than six hours per week of screening services.

For jail inmates younger than 17 years, the Center shall provide the aforementioned services at Tropical Texas Behavioral Health, not at the Hidalgo County Jail. The County shall be responsible for delivering the inmate for an initial referral and follow-up treatment at a pre-arranged appointment.

The County shall be responsible for notifying the Center concerning new inmate referrals. The County shall be responsible for making appointments for such inmates.

In the event the designated Center physician assigned to perform services to the County as outlined in this agreement is unavailable, the Center Medical Director (or designee) will immediately notify County Medical Staff Administration of the expected duration of the absence. If the County Medical Staff Administration identifies an inmate as needing emergency psychiatric services during the absence of the designated Center physician, the County designee will contact the Center's Medical Director, or if unavailable, the Center's Chief Operating Officer to discuss the situation and make arrangements for emergency coverage, or an emergency appointment at the Center's offices, if indicated.

Regardless of identification of any emergency needs, under no circumstances will the County go without on-site physician coverage for more than three (3) consecutive assigned coverage days. Additionally, the Center will maintain an identified and designated "back-up" for the designated Center physician. The Center will ensure continuous physician coverage for emergencies via phone consultation and possible prescription orders for known patients.

III. FEES FOR CENTER SERVICES:

The fees for the provision of services hereunder shall be as follows:

Physician time spent at the jail facility - $150.00 / Hour
Screening for Adults - $ 60.00 / Hour

IV. CONTRACT AMOUNT:

Pro-Rated amount for September 1, 2008 - December 31, 2008 not to exceed **$ 27,040.00.**

The total amount of the renewed/extended contract shall not exceed **$ 81,120.00** per year commencing, **January 1, 2009.**

V. PAYMENT FOR SERVICES:

Payments for services performed shall be billed by the Center on a monthly basis. The billing statement shall be sent to the following person and address:

Hidalgo County Sheriff's Office
c/o Budget Officer
701 East El Cibolo Road
Edinburg, TX 78542

VI. TERM OF CONTRACT:

This contract is to commence **September 1, 2008** and expiring on **December 31, 2008** with the County's option to renew/extend for Five (5) additional One Year (1) periods commencing **January 1, 2009** under the same rates, terms and conditions

VII. ADDITIONAL PROVISIONS:

The Center shall provide the County with written notice of its request to renegotiate the terms of this agreement. If the parties cannot agree on the new terms of this agreement within sixty (60) days after the County receives the Center's request to renegotiate, then either party may terminate this agreement by providing a ninety (90) day written notice. Notice required to be made hereunder shall be made to the following parties and addresses:

If to the Center:
Terry Crocker
Chief Executive Officer
P.O. Drawer 1108 – 1901 South 24th Avenue
Edinburg, TX 78540

If to the County:
Juan D. Salinas, III
Hidalgo County Judge
P. O. Box 1356-701 East El Cibolo Road
Edinburg, TX 78540

VIII. INDEMNIFICATION:

To the extent allowed by law, County must indemnify and hold harmless Center, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of Center, its board, employees, or agents, including the sole, joint, or comparative negligence of Center or Center's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

Likewise, Center must indemnify and hold harmless County, its board, employees, and agents from all suits, actions, claims, costs or liability of any character, type or description, including attorneys' fees and legal expenses brought, made for, or on account of any death, injury or damage received or sustained by any person or property arising out of or occasioned by the acts or omissions of County, its board, employees, or agents, including the sole, joint, or comparative negligence of County or County's board, employees, or agents whether arising by virtue of any duty founded in the common law or any State or Federal statute, arising from or in connection with the execution or performance of this agreement.

The undersigned contracting parties do hereby certify that: (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies, (2) the proposed arrangements serve the interest of efficient and economical administration, and (3) the services, supplies, or materials contracted for are not required by Section 21 of Article 16 of the Constitution of Texas to be supplied under contract given to the lowest bidder.

Receiving Agency and its agent further certify that it has the authority to contract for the above services.

Performing Agency and its agent further certify that it has the authority to perform the services contracted for.

RECEIVING AGENCY
Hidalgo County

Juan D. Salinas, III, County Judge

Date: _____

PERFORMING AGENCY
Tropical Texas Behavioral Health

W. Terry Crocker, Chief Executive Officer

Date: 9-16-08

ATTEST:

Arturo Guajardo, Jr., County Clerk

Date: _____

Approved as to form:
Atlas + Hall, LLP
By: _____
~~Atlas & Hall, LLP~~

21.M.7.

AI-10803
HCSO-Interlocal Agreement-Tropical Tx Behavioral Health & Invoices from Jan-Dec Yrs 2005,06 & 07
CC REGULAR

Date: 08/26/2008
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Letty Saenz
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Presentation for discussion, consideration, acceptance and approval of request for payment of invoices (recently received) by Hidalgo County through the Sheriff's Office) dating January - December 2005, 2006 & 2007 totaling $ 196,845.00 submitted by Tropical Texas Behavioral Health with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection with contract #C-05-019-11-30 and extended/renewed contract # E-06-450-12-12 for the "Screening Assessments and Psychiatric Evaluation for County Jail Inmates" for Hidalgo County Sheriff's Office

B. Requesting approval to enter into an Interlocal Agreement with Tropical Texas Behavioral Health and Hidalgo County Sheriff's Office for "Screening Assessments and Psychiatric Evaluations of County Jail Inmates" 09/01/08.

BACKGROUND

Invoices from Jan - Dec 2005 $ 53,430.00
Invoices from Jan - Dec 2006 $ 72,105.00
Invoices from Jan - Dec 2007 $ 71,310.00
Draft Interlocal Agreement
Contract No. C-05-019-11-30
Contract No. E-06-450-12-12

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-331
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
$189,428.36 available balance as of 08/22/08. Consent Agenda Item 10730 CC 08/26/08 will transfer an additional 215,000 into this account.

Attachments

Link: Invoices - Jan-Dec 2005
Link: Invoice Jan - Dec 2006
Link: Invoices Jan - Dec 2007

PURCHASING DEPARTMENT
County Of Hidalgo

04-03-09A08:06 RCVD

April 1, 2009

W. Terry Crocker, Chief Executive Officer
c/o Martha Garcia, Contracts Manager
Tropical Texas Behavioral Health Center (MHMR)
1901 South 24th Avenue
Edinburg, Texas 78540

via email tcrocker@ttbh.org
via email magarcia@ttbh.org

Re: ***C-08-336-08-26-"Tropical Texas Behavioral Health Center (MHMR)-Hidalgo County Sheriff's Office***

Dear Mr. Crocker:

During review of a current contract log, specifically, Interlocal Cooperation Contract-Contract No. C-08-336-08-26 with TTBH for "Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the County Jail", we discovered that we erroneously logged the expiration date for a (twelve (12) month term) and not the prorated date as specified in the current agreement.

Therefore, please be advised that Commissioners' Court will take appropriate action on (Tuesday, April 7, 2009) in connection with Hidalgo County's option to extend/renew for the **(first 1st year)** of the additional five (5) one (1) year periods as provided in the current Interlocal Cooperation Contract (under the same rates, terms and conditions), commencing, **April 7, 2009** and expiring **December 31, 2009.** ***(Please be informed that we will indicate the correct commencement and expiration dates on the contract log indicating the proper dates of 04/07/09 thru 12/31/09 for the first (1st) year extension of this contract. In addition, we will also state the renewal/extension dates for the following year to commence 01/01/10 thru 12/31/10).***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, April 3, 2009, :00 a.m., via email leticia.saenz@co.hidalgo.tx.us or facsimile to (956) 956-318-2629.

By: _____ Date: 4-3-09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Thank you for your prompt attention and cooperation to this matter it is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
xc: file

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Honorable Guadalupe Trevino, Sheriff
Attn: **Anacleto Martinez, Chief Deputy**
Hidalgo County Sheriff's Department

FROM: Leticia Saenz, CPPB, Contracts Manager
Hidalgo County Purchasing Department

DATE: March 30, 2008

RE: ***NOTICE OF INTENT TO EXTEND CONTRACT***
Contract No.-C-08-336-08-26-Tropical Texas Behavioral Health Center (MHMR)

Chief Martinez, please be advised that I will be placing the following contract for approval of extension on the next Commissioner's Court meeting of Tuesday, April 7, 2009 for:

Contract Nos.	Awarded Vendors	Title of Project	Extension Options Commencement/Expiration
C-08-336-08-26	Tropical Texas Behavioral Health	Screening Assessments and Psychiatric Evaluation of Inmates Incarcerated at the Jail	Exercising the 1st year of the addt'l five (5)one (1) year term extension 04/07/09-12/31/09

Therefore, we hereby request that your department respond if you wish to continue to extend/renew these services.

Provided under the current Interlocal Cooperation Contract, Hidalgo County Commissioners' Court has the option to exercise the additional one (1) year term of the five (5) year terms as specified under the same rates, terms, and conditions for the above mentioned contract.

Please acknowledge receipt and approval to exercise this **"option"** for the contracts specified by signing below & returning to the Purchasing Department via facsimile to (956) 318-2629 or via e-mail to lettysaenz@yahoo.com by no later than **12:00 p.m.** on **Monday, March 30, 2009** in order to proceed with the placement of approval on the next Commissioner's Court Agenda.

YES ✓ I do wish to obtain the one (1) year period extension.
NO ____ I do not wish to obtain the one (1) year period extension.

Hidalgo County Sheriff's Office
Authorized Signature: _____ **Date:** 4/2/09

Thank you for your prompt attention and cooperation to this important matter. Should you require further assistance, please do not hesitate to contact me at (956) 292-7000 x-4861.

xc: File

TROPICAL
TEXAS BEHAVIORAL HEALTH

P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

INVOICE

March 23, 2009

Bill to: Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, Texas 78540
ATTN: Virginia Rodriguez

Description:

Services provided in accordance with Interlocal Cooperation Contract C-08-336-08-26. Services from February 1, 2009 Thru February 28, 2009

Physician – 28.00 Hours @ $150.00 Per Hour	$ 4,200.00
Social Service Worker – 24.00 Hours @ 60.00 Per Hour	$ 1,440.00
Total	$ 5,640.00

Enclosed are Physician list and detailed weekly Social Service Worker listing which includes

Server Name, Client Name, Date of Service and Duration of Service.

Remit to: Tropical Texas Behavioral Health
Attn: Financial Services
P.O. Box 1108
Edinburg, TX 78540-1108

RECEIVED BY
COUNTY AUDITOR
2009 MAR 30 AM 9 36

Providing 40 Years of Quality Service to the Rio Grande Valley

An Equal Opportunity/ Affirmative Action Employer

AI-14829 **22.J.2.**

MS-1 Emulsified Asphalt

CC REGULAR

Date:	04/07/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

A. Recommending bid award and approval of contract for: "Hidalgo County MS-1 Emulsified Asphalt" with an initial term of six (6) months with the County's option to extend an additional six month term to Performance Grade Asphalt, the sole bidder meeting all specifications and/or requirements as attached hereto for Bid No: 2009-075-03-25-YZV;

B. Requesting approval of a clarification to bid #2009-073-03-18 YZV awarded by CC on 3-31-09 reflecting the correct name of the sole bidder awarded as Frontera Materials, Inc. and not as erroneously announced as Performance Grade Asphalt;

BACKGROUND

1. Contract document has been sent to legal counsel for review and approval as to form.
2. Current Contract expires: June 12, 2009
3. Recommending vendor: Performance Grade Asphalt, LLC

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $169,004.93.

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $327,872.53.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $91,816.15.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $92,338.75.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-731

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $82,712.63.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $37,881.75.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available Balance as of 4-2-09 $142,784.24.

Attachments

Link: Recommendation Memo & Bid TAB

Link: Draft-Req. Agreement

Link: Participation Log

Link: Bid Tab

Link: requirements

Link: Dept Memo

Link: Participation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:41 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:43 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 02:37 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Yolanda Velasquez Started On: 04/01/2009 08:01 AM

Final Approval Date: 04/03/2009

MEMORANDUM

TO: Precinct № 1 Commissioner Sylvia Handy

Attn: Noe Montez, Budget Manager

From : Yolanda Velasquez, Buyer I

Date: March 26, 2009

RE: Request Recommendation for RFB 2009-075-03-25-YZV
"MS-1 EMULSIFIED ASPHALT"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 31, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on April 07, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.

Budget Acct №: 9-1201-431-00-121-005-0-673
9-1336-431-00-121-061-0-731

Recommendations/Concerns:

RECOMMEND OPTION II

Authorized Signature | Noe Montez (Printed Name) | 3/27/09 (Date)

response ☐ DO

MEMORANDUM

TO: Precinct № 2 Commissioner Hector "Tito" Palacios

Attn: Yoli Cisneros, Administrative Assistant II

From : Yolanda Velasquez, Buyer

Date: March 27, 2009

RE: Request Recommendation for RFB 2009-075-03-25-YZV
"MS-1 Emulsified Asphalt"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 31, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on April 07, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☐ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1202-431-00-122-006-0-673

Recommendations/Concerns:
Option #2

Yolanda Cisneros — Yolanda Cisneros — 3/27/09
Authorized Signature — Printed Name — Date

MEMORANDUM

TO: Precinct № 3 Commissioner Joe Flores

Attn: Norma Ceballos, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: March 26, 2009

RE: Request Recommendation for RFB 2009-075-03-25-YZV
"MS-1 Emulsified Asphalt"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 31, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on April 07, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1203-451-00-123-005-0-731, 673 and any other fund

Recommendations/Concerns: In Sole ladder with Option #2

Authorized Signature — Joe M. Flores — 3/31/09
Printed Name — Date

MEMORANDUM

TO: Precinct № 4 Commissioner Oscar Garza

Attn: Gloria Beltran, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: March 26, 2009

RE: Request Recommendation for RFB 2009-075-03-25-YZV
"MS-1 Emulsified Asphalt"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 31, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on April 07, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1204-431-00-124-007-0-673/731

Recommendations/Concerns: Sole Bidder

Juan M. Carranza Juan M. Carranza 3/27/09
Authorized Signature Printed Name Date

Hidalgo County Head Start Program

"MS-1 EMULSIFIED ASPHALT

BID NO#2009-075-03-25-YZV

VENDOR:	PERFORMANCE GRADE ASPHALT				
PERFORMANCE GRADE ASPHALT	OPTION #1 Term- three (3) months w/County's option to extend 3 additional 3 month terms			OPTION #2 √ Term - six (6) months w/County's option to extend additional 1 six month term	
	PRICE PER GALLON	DEMMURAGE CHARGE		PRICE PER GALLON	DEMMURAGE CHARGE
Loads of 5,000 or more gallons	$2.20	$50.00		$2.20	$50.00
Loads of 4,000 to 4,999 gallons	$2.30	$50.00		$2.30	$50.00
Loads of 3,000 to 3,999 gallons	$2.50	$50.00		$2.50	$50.00
Loads of 2,000 to 2,999 gallons	$2.75	$50.00		$2.75	$50.00
Loads of 1,000 to 1,999 gallons	$3.00	$50.00		$3.00	$50.00

draft

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("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 one year; 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell 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_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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:

_____

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 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.

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:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: March 25, 2009 **BID OPENING TIME: 9:30 A.M.**

DEPARTMENT/BID DESCRIPTION: "MS-1 EMULSIFIED ASPHALT"

BID NO.: 2009-073-03-25-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Valley Caliche Products, INC	EM	valleycaliche@aol.com Tel: 581-2751	3/9/09	P. O. Box 10 Mission, TX 78573
2. F & M Transportation, INC	EM	frank3@fmtransport.com Tel: 381-6666	3/9/09	610 E. Monte Cristo Rd Edinburg, TX 78541
3. Frontera Materials, INC	EM	bmefrontera@aol.com Tel: 968-0349	3/9/09	1402 N. Bridge Avenue Weslaco, TX 78596
4. AG III Contractors, LLC	EM	zapatachristine@yahoo.com Tel: 361-3011	3/9/09	2244 W. US Hwy 281 San Benito, TX 78586
5. Performance Asphalt	EM	clarked@pgasphlat.com Tel: 409-986-7740	3/9/09	5320 FM 2004 Rd Hitchcock, TX 77563-1012
6. Antonio Martinez	TR	789-4433 Cell 381-4293 Tel+Fax	3/13/09	114 South Alamo Edinburg, TX 78542
7. Erica G. Benavides	EM	progresomaterials@yahoo.com	3/11/09	
8. Rufino	TR/EM	Tel. 580-2382 rvprufino@aol.com	3/23/09	7301 W EXP 83 Mission, TX 78572
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

TABULATION SHEET

"HOT MIX COLD-LAID ROAD MATERIAL"

BID №2009-073-03-18-YZV

VENDOR	PRECINCT #1	PRECINCT #2	PRECINCT #3	PRECINCT #4
FRONTERA MATERIALS INC ELSA, TX 78543	$72.00	$72.00	$72.00	$72.00

ADDITIONAL INFORMATION: LOCATION OF PIT /PLANT: LA JOYA PLANT 3.5 MILES NORTH OF US 83 ON FM 2221, HIDALGO CO

draft

REQUIREMENTS AGREEMENT
C-0-

THIS AGREEMENT (the "Agreement") is entered into effective as of by and between_____, **a TEXAS Company** ("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 one year; 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 and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell 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_____ from with the option to renew for an additional_____(If applicable) under the same rates, terms, and condition, 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: _____

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 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.

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:_____

Date:_____

HIDALGO COUNTY

By:_____

Date: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk
Date:_____

Vendor:
By:_____

Printed Name:_____

Title:_____

Date:_____

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2009

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1917
Weslaco TX 78599

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	
INSURER B: Service Lloyds Ins. Co.	
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2008	9/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP2229231	9/1/2008	9/1/2009	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	$ $ $
		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	SRZ19278	9/1/2008	9/1/2009	[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
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Job: Hot Mix & Cold Laid Road Materials

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. 281
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
H Shults, Jr./RMARTI

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

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

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

MEMORANDUM

TO: Precinct № 1 Commissioner Sylvia Handy

Attn: Noe Montez, Budget Manager

From : Yolanda Velasquez, Buyer I

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1201-431-03-121-005-0-673

Recommendations/Concerns: _____

Noe Montez Noe Montez 3/19/09
Authorized Signature Printed Name Date

MEMORANDUM

TO: Precinct № 3 Commissioner Joe Flores

Attn: Norma Ceballos, Executive Assistant

From : Yolanda Velasquez, Buyer YV

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ DO recommend accepting of response ☐ DO NOT recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1203-431-00-123-005-0-673

Recommendations/Concerns: To award to Sole bidder.

Authorized Signature | Joe M. Flores (Printed Name) | 3/18/09 (Date)

MEMORANDUM

MAR 19 2009

TO: Precinct № 4 Commissioner Oscar Garza

Attn: Gloria Beltran, Executive Assistant

From : Yolanda Velasquez, Buyer

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1204-431-00-124-007-0-673

Recommendations/Concerns: _____

Oscar L. Garza JR 3/18/09

Authorized Signature Printed Name Date

MEMORANDUM

TO: Precinct № 2 Commissioner Hector "Tito" Palacios

Attn: Yoli Cisneros, Administrative Assistant II

From : Yolanda Velasquez, Buyer

Date: March 18, 2009

RE: Request Recommendation for RFB 2009-073-03-18-YZV
"HOT MIX COLD-LAID ROAD MATERIAL"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Quote Tabulation Sheet for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than **Tuesday, March 24, 2009 @ 1:30 p.m.** to be able to present to Commissioner Court on March 31, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to 318-2629 or 292-7612.

Should you have any questions or require further information, please do not hesitate to call me at 318-2626 extension 4881. Thank you for your attention and cooperation to this matter.

☒ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

Please include the account number(s) for the above mentioned project.
Budget Acct №: 9-1202-431-00-122-0060-673

Recommendations/Concerns: _____

Ricardo Cuellar — Ricardo Cuellar — 03 24 09

Authorized Signature — Printed Name — Date

03/25/2009 12:47 9568/8/4683 CUMM PCT 2 PAGE 02/03

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: March 18, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY- HOT MIX-COLD LAID ROAD MATERIAL"

BID NO.: 2009-073-03-18-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Valley Caliche Products Inc	EM	581-2751 valleycaliche@aol.com	2/24/09	P.O Box 10 Mission, TX 78573
2. Frontera Materials Inc	EM	968-0349 bmefrontera@aol.com	2/24/09	1402 N. Bridge Ave Weslaco TX 78596
3. F&M Transportation, INC	EM	381-6666 frank3@fmtransport.com	3/2/09	4110 E. Monte Cristo Rd. Edinburg, TX 78541
4. AG III Contractors LLC	EM	(956)361-3011 zapatachristine@yahoo.com	3/05/09	2244 W. US Hwy 281 San Benito, TX 78586
5.				
6.				
7.				
8.				
9.				
10.				
11.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE (FAX)

AI-14828 **22.J.3.**

Type D Hot Mix Asphalt-Hidalgo County

CC REGULAR

Date:	04/07/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Recommending bid award and approval of contract to the lowest bidder meeting all specifications and/or requirements for : Type D Hot-Mix Asphalt Gravel & Limestone for Hidalgo County" (Bid No.: 2009-012)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-0XX-0-673 & 731

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

BUDGETARY IMPACT:

Pct. 1:
9-1201-431-00-121-005-0-673-Available Balance as of 4-2-09 $169,004.93
9-1336-431-00-121-041-0-731-Available Balance as of 4-2-09 $327,872.53

Pct. 2:
9-1202-431-00-122-006-0-673-Available Balance as of 4-2-09 $91,816.15

Pct. 3:
9-1203-431-00-123-005-0-731-Available Balance as of 4-2-09 $82,712.63

Pct. 4:
9-1204-431-00-124-007-0-673-Available Balance as of 4-2-09 $37,881.75

Funding source(s) were provided by user depts.

Attachments

Link: Tabulation and Recommendation

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:57 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 02:42 PM	APRV

3	Ivan Cantu	Ivan Cantu	04/02/2009 03:06 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Gricelda Villarreal Started On: 04/01/2009 08:00 AM

Final Approval Date: 04/03/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFB OPENING DATE: March 25, 2009 **RFB OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "RFB Type D Hot Mix Asphalt-Hidalgo County"
RFB NO: 2009-012-03-25CGV

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. Progreso Materials Erica Benavides	email	progresomaterials@yahoo.com	3-16-09	PO Box 250 McAllen, Tx 78505 956-618-0140 Fax: 630-5869
2. Valley Caliche Mark Motheral	Email	valleycaliche@aol.com	3-17-09	PO Box 1086 Mission, Tx 78573 581-2751 Fax: 585-6844
3. Frontera Materials Inc. Barry M. Ehlinger	Email	Bmefrontera@aol.com	3-17-09	PO Box 1449 Elsa, Texas 316-8900 Fax: 316-8905
4.Chemical Lime Jim Scholl	Email	Jim.scholl@chemicallime.com	3-20-09	350 APG Lane New Braunfels, Tx 78132 800-292-5278 Fax: 830-625-4786
5. Rio Valley Pipe,LLC Roger V. Gonzales	Email	rvproger@yahoo.com	3-20-09	7301 W. Expressway 83 Mission, Texas 78572 584-5770 Fax: 583-2086
6.				
7.				
8.				
9.				
10.				

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: Hidalgo County(County- Wide)

BID OPENIG DATE: March 25, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB-Type D Hot Mix Asphalt Material-Hidalgo County

BID NO: 2009-012-03-25CGV

RFB#	NAME OF COMPANY	Unit Price	ADDENDUM
#01	Valley Caliche Products	Gravel: $48.80 per ton Limestone: No Bid	
#02	Upper Valley Materials	Gravel: $47.00 per ton Limestone: $47.00 per ton	
#03	Progreso Materials	Gravel: No Bid Limestone: $49.00 per ton	
#04	Frontera Materials	Gravel: $45.40 per ton Limestone: $45.40 per ton	
#05			
#06			
#07			
#08			
#09			
#10			

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 II
Hidalgo County Purchasing Department

DATE: March 26, 2009

RE: RFB- "Type D Hot Mix Asphalt-Gravel & Limestone -Hidalgo County "

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet and the bids received regarding the above reference project.

Please make your recommendations including budget information as soon as possible 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)_____

9-1201-431-00-121-005-0-673 / 9-1336-431-00-121-041-0-731

BUDGET ACCOUNT #: _____ PRECINCT NO: 1

N. Montes NOE Montes 3/27/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2009

RE: RFB- "Type D Hot Mix Asphalt-Gravel & Limestone -Hidalgo County "

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet and the bids received regarding the above reference project.

Please make your recommendations including budget information as soon as possible 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 #: 9-1202-431-00-122-006-0-673 PRECINCT NO:

Ricardo Cuellar Ricardo Cuellar 03/31/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

RECEIVED
MAR 27 2009

Total of 6 pages

2812 S. ~~Business~~ Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

MAR 27 2009

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Cris Villarreal, Buyer II
Hidalgo County Purchasing Department

DATE: March 26, 2009

RE: RFB- "Type D Hot Mix Asphalt-Gravel & Limestone -Hidalgo County "

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet and the bids received regarding the above reference project.

Please make your recommendations including budget information as soon as possible 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)_____

Frontera's Materials

BUDGET ACCOUNT #: 9-1204-431-007-0-0-673-673/734 PRECINCT NO: 4

Juan M. Carranza 3/27/09

AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR (956) 292-7612.

Total of 6 pages

REQUIREMENTS AGREEMENT
C-09-012-04-07

THIS AGREEMENT (the "Agreement") is entered into effective as of **April 7, 2009** and between **"Frontera Materials, Inc."**("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Type D Hot Mix Asphalt-Gravel &Limestone,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "RFP Packet") for a period one (1) year; 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 **"Type D Hot Mix Asphalt-Gravel & Limestone"** in the areas of **HIDALGO COUNTY** projects for a period of **one(1) year** from **April 7, 2009** to **April 6, 2010** 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: FRONTERA MATERIALS, INC.
Attn: Barry M. Ehlinger
PO Box 1449
Elsa, Texas 78543

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:

By:_____
Antonio Mendoza
Assistant District Attorney

HIDALGO COUNTY

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

VENDOR: Frontera Materials Inc.
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"

BID NO.: 2009-012-03-25CGV

SPECIFICATIONS

EXHIBIT "A"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO.: 2009-012-03-25-CGV
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an "as needed" basis only. This bid price will be for the duration of one (1) year with County's option to renew for an additional one (1) year.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "**TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE**" needed by Hidalgo County will be purchased on an as needed basis. It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 **Term of Contract:** The contract will be in effect for a period of (1) one year from bid award date with County's option to extend for an additional (1) one year term.

3 **Option to Extend:** Hidalgo County reserves the right to continue this bid for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4 BID PRICE SHALL BE PER TON

5 Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

6 **Method of Award:** One or more bidder(s) maybe designated as approved vendor(s) for purchases/service for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

7 After bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders 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).

8 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.

9 The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by either party with a (30) thirty day written notice prior to any cancellation. 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.

10 Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

11 When requested, samples shall be furnished free of expense to Hidalgo County.

12 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(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.

14 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.

15 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** 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 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.

16 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

17 **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:

a) **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.
   i) 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.
   ii) 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.
   iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   v) 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.

b) **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.

c) **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.

d) **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.

e) **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, 2802 S. Bus. 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, March 18, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, March 20, 2009.

- 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.

EXHIBIT "B"

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"

BID NO.: 2009-012-03-25CGV

BID PAGE FORM

EXHIBIT "B"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2009-012-03-25CGV

BID PAGE FORM

BID PRICE PER TON (GRAVEL): $ ~~46.90 per ton~~ Base Aggregate $ 45.40 /TON

BID PRICE PER TON (LIMESTONE): $ ~~46.90 per ton~~ Base Aggregate $ 45.40 /TON

PHYSICAL LOCATION OF PIT(S): Gravel Mix - 3.5 miles N. of US 83 on FM 2221 La Joya, TX

Limestone Mix - 1/4 mile E. of FM 1015 on Military Hwy, Progresso TX

BIDDER/COMPANY NAME: Frontera Materials Inc.

ADDRESS: P.O. Box 1449

CITY/STATE/ZIP CODE: Elsa TX 78543

PHONE & FAX NO.'S: 956-316-8900 FAX 316-8905

CELLULAR & BEEPER NO.'S: Barry's cell: 956-607-5965

AUTHORIZED SIGNATURE: Barry M Ehlinger

PRINTED NAME: Barry M. Ehlinger

TITLE: Materials Mgr. Email address: bmefrontera@aol.com

TERM: The contract will be in effect for a period of one (1) year from bid award date on an "As Needed Basis" with County's option to extend for an addition one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"
INSURANCE
REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2009

PRODUCER (210)525-0500 FAX: (866)652-9386
Guaranty Insurance Services, Inc.
1100 N. E. Loop 410
Suite 200
San Antonio TX 78209

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
Frontera Materials, Inc.
P. O. Box 1917

Weslaco TX 78599

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Automobile Mutual	
INSURER B: Service Lloyds Ins. Co.	
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	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	SPP2497178	9/1/2008	9/1/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BAP2229231	9/1/2008	9/1/2009	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	$ $ $
		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	SRZ19278	9/1/2008	9/1/2009	[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
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Job: Hot Mix & Cold Laid Road Materials

CERTIFICATE HOLDER

Hidalgo County
100 N. Closner Blvd.
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
Brook Crawford/CVERAS

© ACORD CORPORATION 1988

AI-14824 **22.J.4.**

Negotiation Process-Bank Depository Project

CC REGULAR

Date:	04/07/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

A. Report from Commissioners Court's assigned "committee" on the negotiations conducted with the applicant, First National Bank, Edinburg, Texas; if, applicable:

B. Acceptance of final negotiated rates, fees, terms, and conditions, award, and/or approval of the final negotiated Hidalgo County Depository Bank, Remittance Processing (Lockbox), and, if applicable, Trust Services and, Related Agreements with First National Bank, Edinburg with the effective date upon expiration of current agreement and expiring on Commissioners Court's May term of _____; or, in the alternative,

C. Recommendation to cease negotiations with the First National Bank, Edinburg, Texas and re-advertise pursuant to Chapter 116, Texas Local Government Code, for the selection of a County Depository Bank.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-002-0-350

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

BUDGETARY IMPACT:

In accordance with current depository agreement with FNB, contract #C-05-087-05-10, lockbox fees may be applicable.

Available Balance as of 4-2-09 $27,016.00

Other funding sources for other fees, if applicable, are to be determined once contract negotiations are finalized and final contract is executed with depository bank.

Pending negotiations between Hidalgo County and First National Bank are forthcoming and will be discussed at Commissioners' Court to ascertain contractual obligation and budgetary impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/02/2009 01:10 PM	APRV
2	Budget & Management	Ivan Cantu	04/02/2009 01:18 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/02/2009 01:30 PM	APRV
4	Auditor's Office		04/03/2009 04:09 PM	NEW

Form Started By: Gricelda Villarreal Started On: 04/01/2009 07:40 AM

Final Approval Date: 04/03/2009