

AI-14984

6.B.

**Census Committee Members (Pct. 1)**

**CC REGULAR**

**Date:** 04/14/2009  
**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**

**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**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	04/08/2009 03:36 PM	APRV
2	Ivan Cantu	Ivan Cantu	04/08/2009 03:46 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Monica Badillo  
 Started On: 04/08/2009 02:56 PM  
 Final Approval Date: 04/09/2009

AI-14951

6.C.1.

**Property Damage Settlement Check for Safety Division**

**CC REGULAR**

**Date:** 04/14/2009

**Submitted By:** Aida Alvarez, SAFETY DIVISION

**Submitted For:** Roy Quintanilha

**Department:** SAFETY DIVISION

**Agenda Category:** Comm. Court Executive Office **Purchasing only:** Safety Division

**Information**

**CAPTION**

A. Approval to accept settlement check from Valley Perfect Dry Clean LLC in the amount of \$23.90 for damages to County property. (Safety Division)

B. Approval to accept settlement check from Farmers Insurance Company in the amount of \$1,509.94 for an auto accident with County vehicle. (Buildings & Grounds)

**BACKGROUND**

1. DOL: 04/01/09

Ripped Safety Officers Uniform Shirt

Acct #: 9-1100-419-50-115-059-0-605

2. DOL: 03/11/09

Auto Accident

Acct #: 9-1100-360-00-000-005-0-000

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/07/2009 03:44 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	04/08/2009 02:37 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Aida Alvarez

Started On: 04/07/2009 03:26 PM

Final Approval Date: 04/09/2009

AI-14933

8.A.

Home Rehab contracts

CC REGULAR

**Date:** 04/14/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

The Urban County Program is requesting the award of bids and approval of contracts for the demolition and reconstruction to Rolando's General Construction in the amount of \$143,999.96 for the following projects:

1. (2) units in the Countywide area.
2. (1) unit in the City of Donna.
3. (1) unit in the City of La Villa

**BACKGROUND**

These families were approved to receive assistance under the HOME-Homeowner Occupied Housing Rehabilitation Program by the County Commissioner's Court on February 3 & 24, and January 13, 2009. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, April 1, 2009.

<u>Family Name</u>	<u>Area</u>	<u>Bid amount</u>
Jose Lara	City of Donna	\$35,999.99
Jose F. Garza	La Villa	\$35,999.99
Rosa Moreno	Countywide	\$35,999.99
Adan Olvera	Countywide	\$35,999.99
Award of Bids / Total	<u>Rolando's General Construction</u> 2513 Duke Ave McAllen, TX 78501	<u>\$143,999.96</u>

**Fiscal Impact**

**Attachments**

Link: [home rehab bids, contracts](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/06/2009 03:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/07/2009 03:56 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Estella Webber  
 Started On: 04/06/2009 02:29 PM

Final Approval Date: 04/09/2009





AI-14956

8.B.

**Water/Sewer Improvements Project - City of Weslaco**

**CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

The Urban County Program is requesting approval and award of contract to H2O Construction Services, Inc. in the amount of \$95,830.00 for the Water/Sewer Improvements in the City of Weslaco, utilizing Year 21 (2008) funds. The project consists of the installation of upgraded sewer lines and street resurfacing at Los Toritos Street and Hidalgo Street in Weslaco, Texas.

**BACKGROUND**

City of Weslaco has requested and received bids for the water/sewer improvements. S& B Infrastructure Ltd., is the project engineer and recommends H2O Construction Services, Inc., as the lowest of nine (9) bidders. Although it is with reservations that the award is recommended, due to the difference between the second lowest bid being \$43,970.00; which they consider to be a substantial difference. (See attached recommendation letter from S & B Infrastructure, and copy of bid tabulations.)

Contract Amount:	\$ 95,830.00
Funds Available:	\$ 115,515.81 2008 - Water/Sewer Improvements –City of Weslaco

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** Urban County funds  
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Urban County will utilize 2008 Water/Sewer Improvements- City of Weslaco funds for this project.

Contract Amount:	\$95,830.00
Funds Available:	\$115,515.81 2008- Water/Sewer Improvements- City of Weslaco

**Attachments**

Link: Revised 040909

## Form Routing/Status

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	04/08/2009 07:52 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/08/2009 12:57 PM	APRV
3	Auditor's Office	Angela Garcia	04/09/2009 09:55 AM	APRV
4	Veronica Lopez	Veronica Lopez	04/09/2009 10:15 AM	APRV
5	Purchasing Department	Marty Salazar	04/09/2009 10:28 AM	APRV

Form Started By: Estella Webber

Started On: 04/07/2009 04:29  
PM

Final Approval Date: 04/09/2009

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**NOTICE OF AWARD**

*April 01, 2009*

*City of Weslaco  
Attn: Silvia Martinez  
UCP Coordinator  
255 S. Kansas Avenue.  
Weslaco, Texas 78596-6285*

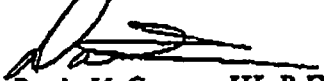
*Subject: Bid for Water / Sewer Improvements, Los Toritos St. to Hidalgo St., in  
Weslaco, Texas.*

*Dear Ms. Martinez:*

*After careful review, S&B Infrastructure, Ltd. finds H2O CONSTRUCTION,  
submitted the lowest bid and recommends they be awarded this project. Please note  
that, even though S&B Infrastructure, Ltd. received reference information from the  
contractor and called them, it is with reservations that we award them the project. This  
is due to the fact that there was a significant difference in price between this  
company's bid and the next lowest bidder.*

*If you have any questions, please feel free to contact me at (956) 926-5006.*

*Sincerely,*

  
*Dario V. Guerra, III P.E.  
Project Manager*



S & B INFRASTRUCTURE, LTD.  
 Engineering Management Technology  
 5 & B INFRASTRUCTURE, LTD.  
 18 PLEASANT HILL # 1582

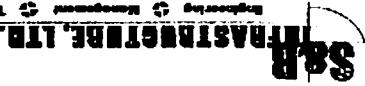
S & B INFRASTRUCTURE BID TABULATION  
 CITY OF WESTACO & HIDALGO COUNTY URBAN COUNTY PROGRAM  
 DESCRIPTION OF BID: WESTACO 2008 WATER & SEWER IMPROVEMENTS

ITEM	DESCRIPTION	QTY	Unit	I/O CONSTR.		TRIPLE A DUMP TRUCK		SALINZ UTIL. CONSTR.		OG CONSTRUCTION		THE SIZS CO		ASAGO CONSTR.		CLOSMER CONSTR.		JIMMY CLOSMER		VALLEY PAVING INC.	
				UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT
	Installation of 8' SDR-26 PVC pipe	1.50	LF	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00	\$18.00	\$27.00
	Installation of 60" dam	1	EA	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00
	Remove existing manhole structure	1	EA	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00	\$400.00
	Installation of 8' clean-out	1	EA	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00	\$47.00
	French protection	1	EA	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00	\$7,000.00
	Sanitary Sewer services	1	EA	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
	Reconnect existing Sanitary Sewer services	1	EA	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
	Excavate & Replace existing	1	EA	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00	\$175.00
	Excavate concrete pavement	1	EA	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
	Form 4000 PSI	1	EA	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00
	Reinforced concrete pavement	1	EA	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00	\$2,100.00
	Form 4000 PSI	1	EA	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00

BIDDERS

DATE: MARCH 18, 2009 9:30 AM.

S & B INFRASTRUCTURE, LTD.  
 18 P.E. FIRM # 1982  
 Engineering Management Technology



CITY OF WESLACO & HIDALGO COUNTY URBAN COUNTY PROGRAM  
 DESCRIPTION OF BID: WESLACO 2008 WATER & SEWER IMPROVEMENTS

S & B INFRASTRUCTURE BID TABULATION

ALTERNATE  
 BID

ITEM	DESCRIPTION	QTY	Unit	H2O CONSTR.		TRIPLE A DUHP TRUCK		S&BZ UTIL CONSTR.		OG CONSTRUCTION		THE 5125 CO		ASAGO CONSTR		CLOSER CONSTR		JIMMY CLOSER		VALLEY PAVING INC.	
				UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT	UP	AMOUNT
1	Installation of 8" SDR-26 PVC pipe	441	LF	\$18.00	\$7,932.00	\$21.00	\$9,261.00	\$17.769000	\$7,816.00	\$0.00	\$0.00	\$53.00	\$23,473.00	\$41.00	\$18,183.00	\$56.10	\$24,740.10	\$70.00	\$30,870.00	\$72.00	\$31,752.00
2	Installation of 60" diam HD glass MH / ring & cover	2	EA	\$3,600.00	\$7,200.00	\$3,600.00	\$7,200.00	\$7,600.00	\$15,200.00	\$0.00	\$0.00	\$4,500.00	\$9,000.00	\$2,500.00	\$5,000.00	\$5,500.00	\$10,700.00	\$4,600.00	\$9,200.00	\$4,415.00	\$8,830.00
3	Installation of 60" diam concrete MH / ring & cover	1	EA	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,400.00	\$1,400.00	\$0.00	\$0.00	\$4,500.00	\$4,500.00	\$5,750.00	\$5,750.00	\$4,715.00	\$4,715.00	\$4,100.00	\$4,100.00	\$5,500.00	\$5,500.00
4	Remove existing manhole structures	2	EA	\$400.00	\$800.00	\$1,700.00	\$3,400.00	\$1,400.00	\$2,800.00	\$0.00	\$0.00	\$500.00	\$1,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$1,000.00	\$1,000.00	\$6,000.00	\$11,000.00
5	15" PVC Casing heavy wall installation of 8" clear-out	15	EA	\$15.00	\$225.00	\$70.00	\$1,050.00	\$75.00	\$1,125.00	\$0.00	\$0.00	\$75.00	\$1,125.00	\$150.00	\$2,250.00	\$61.75	\$926.25	\$45.00	\$675.00	\$170.00	\$2,550.00
6	Trench protection	1	EA	\$400.00	\$400.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$0.00	\$0.00	\$750.00	\$750.00	\$1,500.00	\$1,500.00	\$705.00	\$705.00	\$600.00	\$600.00	\$1,600.00	\$1,600.00
7	4" Sanitary Sewer services	1	LS	\$1,500.00	\$1,500.00	\$1,700.00	\$1,700.00	\$1,200.00	\$1,200.00	\$0.00	\$0.00	\$500.00	\$500.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$2,700.00	\$2,700.00	\$1,500.00	\$1,500.00
8	Reconnect existing sanitary sewer services	11	EA	\$175.00	\$1,925.00	\$300.00	\$3,300.00	\$1,200.00	\$13,200.00	\$4,200.00	\$46,200.00	\$5,000.00	\$55,000.00	\$9,700.00	\$106,700.00	\$675.00	\$7,425.00	\$620.00	\$6,820.00	\$300.00	\$3,300.00
9	Reconnect existing sanitary sewer services	11	EA	\$170.00	\$1,870.00	\$300.00	\$3,300.00	\$1,200.00	\$13,200.00	\$4,200.00	\$46,200.00	\$5,000.00	\$55,000.00	\$9,700.00	\$106,700.00	\$675.00	\$7,425.00	\$620.00	\$6,820.00	\$300.00	\$3,300.00
10	Excavate & Replace existing sanitary sewer services	11	EA	\$170.00	\$1,870.00	\$300.00	\$3,300.00	\$1,200.00	\$13,200.00	\$4,200.00	\$46,200.00	\$5,000.00	\$55,000.00	\$9,700.00	\$106,700.00	\$675.00	\$7,425.00	\$620.00	\$6,820.00	\$300.00	\$3,300.00
11	Excavate & Replace existing sanitary sewer services	11	EA	\$40.00	\$440.00	\$100.00	\$1,100.00	\$65.00	\$715.00	\$3.50	\$38.50	\$70.00	\$770.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00
12	Excavate & Replace existing sanitary sewer services	11	EA	\$40.00	\$440.00	\$100.00	\$1,100.00	\$65.00	\$715.00	\$3.50	\$38.50	\$70.00	\$770.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00
13	Excavate & Replace existing sanitary sewer services	11	EA	\$40.00	\$440.00	\$100.00	\$1,100.00	\$65.00	\$715.00	\$3.50	\$38.50	\$70.00	\$770.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00	\$1,200.00	\$13,200.00
				UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00
				AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00
				UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00
				AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00
				UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00	UP	\$40.00
				AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00	AMOUNT	\$160.00

BIDDERS

# City of Weslaco

*"The City on the Grow"*



Buddy de la Rosa, Mayor  
John F. Cuellar, Mayor Pro-Tem, District 2  
Soyla R. Gonzalez, Commissioner, District 1  
Rene Rodriguez, Jr., Commissioner, District 3  
Adrian Gonzalez, Commissioner, District 4  
Lupa V. Rivera, Commissioner, District 5  
Patrick B. Kennedy, Commissioner, District 6

Anthony Covacevich, City Manager

April 3, 2009

Ms. Diana R. Serna, Executive Director  
County of Hidalgo  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

Re: 2008 Sewer Line Improvement Project

Dear Ms. Serna,

The City of Weslaco is accepting S & B Infrastructure's recommendation to award the Water & Sewer Improvement, Los Toritos St. to Hidalgo St. to the lowest bidder H2O Construction.

The City of Weslaco is requesting this item be placed on the next Hidalgo County Commissioners Court.

If you have any question please do not hesitate to call Mrs. Martinez at 956-968-3181 ext 3043.

Sincerely,

Anthony Covacevich  
City Manager



**CONSTRUCTION  
CONTRACT**

This Agreement, entered into this 14<sup>TH</sup> day of April, 2009 by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM**, joined by **CITY OF WESLACO** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **H2O CONSTRUCTION SERVICES, INC.**, a corporation) of Harlingen, State of Texas, hereinafter called "CONTRACTOR".

**WITNESSETH**

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

**PROJECT NAME:** City of Weslaco  
**PROJECT #:** 5008-80-0311-5000-8000-UCP-GVG  
**PROJECT DESCRIPTION:** "INSTALLATION OF SEWER LINE AND STREET RESURFACING"

hereinafter called the project, for the sum of **(\$95,830.00) Ninety five thousand, eight hundred and thirty dollars, and no cents**, and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **S & B Infrastructure, Group** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within 90 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **\$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

\_\_\_\_\_  
Contractor

Name of Firm: H2O CONSTRUCTION

Address: P.O. BOX 532845  
HARLINGEN, TEXAS 78553

Fed. I.D. #/S.S. 26-1790599

STATE OF TEXAS :  
:  
COUNTY OF HIDALGO :

This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
by \_\_\_\_\_, \_\_\_\_\_ of and on behalf of \_\_\_\_\_ .  
(title) (a corporation) (a partnership) (an individual)

\_\_\_\_\_  
Notary Public - Signature



WITNESS:

URBAN COUNTY PROGRAM

\_\_\_\_\_

\_\_\_\_\_  
Diana R. Serna  
Urban County Director

BID TABULATION

From: Constante, Jose  
Sent: Tuesday, April 07, 2009 8:09 AM  
To: Constante, Jose  
Subject: BID TABULATION

**BID TABULATION**

DATE: MARCH 18, 2009

CLIENT: CITY OF WESLACO

S & B JOB No. U1192

DESCRIPTION OF JOB: WESLACO – 2008 WATER & SEWER IMPROVEMENTS

COMPANY	BID AMOUNT	ALTERNATIVE BID	TOTAL	BID BOND
VALLEY PAVING	\$162,777.50	\$ 82,287.50	\$245,065.00	OK.
CLOSNER CONSTR.	\$159,404.90	\$ 63,553.35	\$222,958.25	OK.
TRIPLE A DUMP T.	\$ 96,869.04	\$ 42,931.04	\$139,800.08	OK.
SAENZ UTILITY C.	\$113,251.00	\$ 51,449.00	\$164,700.00	OK.
JIMMY CLOSNER	\$163,390.00	\$ 64,405.00	\$227,795.00	OK.
THE 5125 CO.	\$129,627.00	\$ 53,178.00	\$182,805.00	OK.
ASAGO CONSTRN.	\$139,689.00	\$ 69,491.00	\$209,180.00	OK.
OG CONSTRN.	\$174,334.00	INC. IN THE ORIGINAL BID	\$174,334.00	OK.
H2O CONSTRN.	\$ 65,242.00	\$ 30,588.00	\$ 95,830.00	OK. (WINNER)

**Substantial Amendment for Consolidation Plan 2008**

**CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

Requesting authorization to deviate from the Hidalgo County Citizens Participation Plan as presented by waivers provided by HUD for the preparation of a Substantial Amendment for the Consolidation Plan 2008 Action Plan for the following applications:

1. 2008 Supplement Disaster Recovery Funds (ORCA)
2. Neighborhood Stabilization Program (NSP)
3. Homeless Prevention and Rapid Re-housing Program (HUD)
4. American Recovery Act and Reinvestment Act of 2009

**BACKGROUND**

The County of Hidalgo has an approved Citizen Participation Plan in which comment periods are established for citizens participation and comment periods. Several waivers have been granted for the above listed programs and UCP is requesting the authorization to deviate from the Citizen Participation Plan in order to meet specified deadlines.

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	04/08/2009 07:51 AM	APRV
2	Veronica Lopez	Veronica Lopez	04/08/2009 08:58 AM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW
Form Started By: Estella Webber			Started On: 04/07/2009 04:01 PM	
Final Approval Date: 04/09/2009				

Solar Light project - Pct. #4 area

CC REGULAR

Date: 04/14/2009
Submitted By: Estella Webber, URBAN COUNTY
Department: URBAN COUNTY
Agenda Category: Urban County

Information

CAPTION

- 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional engineering services in connection with Hidalgo County Urban County Program from Program Year 21 (2008) for a Street Improvements (Solar Light) Project in the Hidalgo County Precinct #4 area.
2. Presentation of the scoring grid (of at least three (3) engineering firms from the County's approved "pool" as graded and evaluated by Precinct No. 4, Urban County Program and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Street Improvements (Solar Light) Project in the Hidalgo County Precinct No. 4 area.
3. Authority to negotiate a professional engineering service contract with the No. 1 ranked firm of \_\_\_\_\_ for the provision of engineering services for a Hidalgo County Precinct No. 4 Street Improvements (Solar Light) project.

BACKGROUND

Hidalgo County Precinct #4, Urban County Program and the Hidalgo County Purchasing Department have evaluated and graded three engineering firms from the County's approved "pool". TEDSI Infrastructure Group, S & B Infrastructure, Ltd., and Halff & Associates, Inc. were the three firms. The Street Improvements (Solar Light) Project includes the purchase and installation of solar lighting at Colonia Big 5 located in the Precinct #4 area. (See attached grading grid for your review).

Fiscal Impact

Attachments

Link: AI- 14946 Solar Lights

Link: Rating Sheets

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains 3 rows of routing information.

Form Started By: Estella Webber

Started On: 04/07/2009 02:35  
PM

Final Approval Date: 04/09/2009

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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: 3/18/2009

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Experience of Project Team	25	<u>24</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

<b>Total Score</b>	<u>97</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: 3/18/2009

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>25</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>19</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>23</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>09</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u>96</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: April 1, 2009

Evaluator's Name: ANTONIO BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>24</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>19</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>24</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u>97</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: TEDSI Infrastructure Group

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

2. Experience of Project Team	25	<u>20</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Criteria received favorable towards referenced projects  
\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Availability of Project Manager is good.  
\_\_\_\_\_

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Firm understands project  
\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Firm familiar with Rules & Regulations  
\_\_\_\_\_

	<b>Total Score</b>	<u>95</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: S&B Infrastructure, LTD

Date of Evaluation: 3/18/2009

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>23</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>24</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>9</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u><b>92</b></u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: HALFF Associates, Inc.

Date of Evaluation: 3/18/2009

Evaluator's Name: Robert Andrade *RA*

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

2. Experience of Project Team	25	<u>22</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>09</u>
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Comments/Rationale for Points: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

	<b>Total Score</b>	<u><b>94</b></u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: S & B Infrastructure , Ltd.

Date of Evaluation: April 1, 2009

Evaluator's Name: ANTONIO BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>18</u>

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

2. Experience of Project Team	25	<u>23</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

4. Understanding of Project	25	<u>23</u>
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Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: \_\_\_\_\_  
\_\_\_\_\_

<b>Total Score</b>	<u>92</u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: S & B Infrastructure , Ltd.

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: Team Qualifications are good

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2. Experience of Project Team	25	<u>23</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Based on recommendations firm has a wide variety of expertise for proposed project.

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3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: Project Manager is always accessible for questions and/or concerns with project

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4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: Understanding of Project is excellent

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5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: Interpretation of Rues & Regulations are good.

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	<b>Total Score</b>	<u><b>98</b></u>
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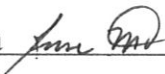
**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: HALFF Associates, Inc.

Date of Evaluation: 3/18/2009

Evaluator's Name: Juan Manuel Carranza 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>20</u>

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

2. Experience of Project Team	25	<u>22</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>19</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>09</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

<b>Total Score</b>	<b><u>94</u></b>
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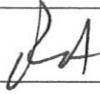
**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements (Solar Lights at Big 5)

Department: Hidalgo County Urban County Program

Name of Firm: S&B Infrastructure, LTD

Date of Evaluation: 3/18/2009

Evaluator's Name: Robert Andrade 

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>19</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. Experience of Project Team	25	<u>23</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>18</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. Understanding of Project	25	<u>24</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>08</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

	<b>Total Score</b>	<u><b>92</b></u>
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**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: Halff & Associates Inc.

Date of Evaluation: April 1, 2009

Evaluator's Name: Antonio BARCO

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
1. Professional Qualifications of Team	20	<u>19</u>
Comments/Rationale for Points: _____		
_____		
2. Experience of Project Team	25	<u>23</u>
<b>*Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:</b>		
Comments/Rationale for Points: _____		
_____		
3. Experience/Availability of Project Manager	20	<u>18</u>
Comments/Rationale for Points: _____		
_____		
4. Understanding of Project	25	<u>23</u>
Comments/Rationale for Points: _____		
_____		
5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
Comments/Rationale for Points: _____		
_____		
<b>Total Score</b>		<u>93</u>

**HIDALGO COUNTY STATEMENT OF QUALIFICATION  
SCORING/EVALUATION SHEET  
ENGINEERING/ARCHITECTURAL SERVICES**

Project Description: Precinct No. 4- Street Improvements- Solar Lighting

Department: Hidalgo County Urban County Program

Name of Firm: Halff & Associates Inc.

Date of Evaluation: April 3, 2009

Evaluator's Name: Oscar Garza, Procurement Specialist

<u>Selection Criteria</u>	<u>Point</u>	<u>Score</u>
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1. Professional Qualifications of Team	20	<u>20</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

2. Experience of Project Team	25	<u>15</u>
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**\*Note\* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: As per recommendations received and referenced in SOQ clients expertise is excellent as per references projects but could not gather enough for proposed project.

\_\_\_\_\_

3. Experience/Availability of Project Manager	20	<u>20</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

4. Understanding of Project	25	<u>25</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

5. Familiarity with Applicable Rules and Regulations	10	<u>10</u>
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Comments/Rationale for Points: \_\_\_\_\_

\_\_\_\_\_

	<b>Total Score</b>	<u>90</u>
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**Method of Distribution of Disaster Recovery funding  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Estella Webber, URBAN COUNTY  
**Department:** URBAN COUNTY  
**Agenda Category:** Urban County

**Information**

**CAPTION**

Discussion, consideration and action in connection with selecting and approving Hidalgo County's Method of Distribution (MOD) for HUD Disaster Recovery Funding allocated by the State of Texas, Office of Rural Community Affairs (ORCA) and authority to accept applications for funding from funded entities.

**BACKGROUND**

Several public hearings were held by the Lower Rio Grande Valley Development Council soliciting comments from interested parties regarding the distribution of the Disaster Recovery funding. The Urban County Program conducted a public hearing on Monday, April 6, 2009 at 6:00 pm. at 1916 Tesoro Blvd. in Pharr and presented four (4) MOD options with each option allocating Two Million Dollars (\$2,000,000) for Housing. The public was advised that the MOD options would be presented to Commissioner's Court for the approval of one MOD. (see attachments)

**Fiscal Impact**

**Attachments**

Link: [disaster funding hearing](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/07/2009 03:43 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/08/2009 10:27 AM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW
Form Started By: Estella Webber			Started On: 04/07/2009 02:52 PM	
Final Approval Date: 04/09/2009				

**PUBLIC HEARING NOTICE**  
**2008 SUPPLEMENTAL DISASTER RECOVERY FUND**

County of Hidalgo  
Urban County Program  
Date of Publication: April 03, 2009

The County of Hidalgo, Texas will hold one (1) public hearing in regard to the submission of an application to the Office of Rural Community Affairs for the Texas Community Development Program 2008 Supplemental Disaster Recovery Program. The first hearing will be held on Friday April 03 2009, at the Hidalgo County Urban County Program Office, 1916 Tesoro Blvd., Pharr, Texas 78577. The hearing will begin at 6:00 p.m.

The purpose of the hearing is to allow citizens an opportunity to discuss the County's Method of Distribution and Hurricane Dolly disaster damages.

The County encourages citizens to participate in the development of the Hidalgo County Method of Distribution and to make their views known at the public hearing. Citizens unable to attend this meeting may submit their comments or project requests in writing to the Hidalgo County Urban County Program Office, 1916 Tesoro Blvd., Pharr, Texas 78577 by April 06, 2009.

For more information on the Disaster Recovery Fund, please come by our office or call (956)787-8127.

Accommodations for individuals with handicaps shall be provided upon request.

Las presentaciones se haran en espanol para aquellas personas que asi lo deseen.

Diana R. Serna, Director  
County of Hidalgo  
Urban County Program  
1916 Tesoro Blvd.  
Pharr, Texas 78577

**PUBLIC HEARING**  
 2008 Supplemental Disaster Recovery Fund  
 County of Hidalgo  
 Urban County Program Conference Room  
 Pharr, Texas  
 Monday, April 06, 2009

PLEASE PRINT NAME	TITLE	ADDRESS / CITY
1. Sam Maldonado	Engineer	801 E Fergoson, Pharr
2. Iva Riosquez	"	PO Box 1830 (Edinburg)
3. James Oaker	City Adm	P.O. Box 204 Perinton TX 78576
4. KEN JONES	LR Eude	
5. (circled) (circled)		Cen of the Spirit
6. Tony Lanza	City Manager	City of San Juan
7. Ronnie Gray	Engineer	605 E Violet Ave Pharr, TX
8. Steve de la Garza	Compliance Dist. Manager	1516 Tinson Blvd. Pharr, TX
10. Tony Barro	Compliance Dist. Manager	1111 P
11. Michelle Lefkowl	Asst. CM	400 S Ohio Ave Mercedes, TX 78570
12. Sister Norma Fimentel	Exec Director	700 N. Virgen de San Juan Blvd

PLEASE PRINT NAME	TITLE	ADDRESS / CITY
13. Felice H. Garza	Valley SWISFAIR	SS
14. Tonya Azeeta	City Manager	City of Altus
15. Terri Brown	Valley Enterprise	
16. Terri Diefke	Ex Dir	Food Bank Rev
17. Juan Cedillo	City Manager	PO Box 6654, TX 78543
18. PAUL GOSLIN	Thompson PAM APDM	
19. NORAD D. GARDOS	AC Planning Admin Secretary	
20. SIDORE FLORES	DIRECTOR IWHI	1923 S Main Market Rd EDINBURG 78539-8838
21. Elizabeth Walker	Long-Range Planner	City of Westlake 235 S. Kansas Ave.
22. Anthony Lovestead	CITY Mgr	City of Wabeka
23. Oscar Collier	City Mgr	Denver
24. Paul Kovacs	Atty. Co. Adm. Sec.	Atlatgo County
25. Estelle Weber	Clerk/Rec	Atlatgo Co. Urban County Prog
26. Diana R. Jones	Director	UCP - Plum TX

City or County	LRGVDC	Option 1		Option 2		Option 3		Option 4	
		Allocation	Option 1 Total	Allocation	Option 2 Total	Allocation	Option 3 Total	Allocation	Option 4 Total
Hidalgo Unincorporated	\$3,566,871	\$2,990,407	\$6,557,279	\$1,495,204	\$5,062,075	\$0	\$3,566,871	\$0	\$5,000,000
Alamo	\$335,358	\$281,159	\$616,516	\$140,579	\$475,937	\$0	\$335,358	\$0	\$500,000
Alton	\$169,895	\$142,437	\$312,332	\$71,219	\$241,113	\$0	\$169,895	\$0	\$500,000
Donna	\$305,170	\$255,849	\$561,019	\$127,925	\$433,095	\$0	\$305,170	\$0	\$500,000
Edcouch	\$74,882	\$62,780	\$137,662	\$31,390	\$106,272	\$0	\$74,882	\$0	\$474,488
Edinburg	\$1,213,213	\$1,017,138	\$2,230,352	\$508,569	\$1,721,782	\$0	\$1,213,213	\$0	\$2,217,138
Elsa	\$115,809	\$97,092	\$212,901	\$48,546	\$164,355	\$0	\$115,809	\$0	\$500,000
Granjeno	\$5,523	\$4,630	\$10,153	\$2,315	\$7,838	\$0	\$5,523	\$0	\$37,454
Hidalgo	\$197,424	\$165,517	\$362,941	\$82,758	\$280,182	\$0	\$197,424	\$0	\$500,000
La Joya	\$74,848	\$62,751	\$137,599	\$31,376	\$106,223	\$0	\$74,848	\$0	\$418,109
La Villa	\$23,932	\$20,064	\$43,997	\$10,032	\$33,964	\$0	\$23,932	\$0	\$193,974
McAllen	\$2,196,991	\$1,841,922	\$4,038,912	\$920,961	\$3,117,952	\$0	\$2,196,991	\$0	\$4,014,088
Mercedes	\$274,931	\$230,497	\$505,428	\$115,249	\$390,179	\$0	\$274,931	\$0	\$500,000
Mission	\$1,143,462	\$958,660	\$2,102,122	\$479,330	\$1,622,792	\$0	\$1,143,462	\$0	\$2,089,525
Palmhurst	\$91,041	\$76,328	\$167,369	\$38,164	\$129,205	\$0	\$91,041	\$0	\$500,000
Palmview	\$91,331	\$76,570	\$167,902	\$38,285	\$129,616	\$0	\$91,331	\$0	\$401,156
Penitas	\$39,325	\$32,969	\$72,294	\$16,485	\$55,809	\$0	\$39,325	\$0	\$139,961
Pharr	\$1,124,286	\$942,583	\$2,066,869	\$471,291	\$1,595,577	\$0	\$1,124,286	\$0	\$2,054,250
Progreso	\$100,740	\$84,459	\$185,199	\$42,230	\$142,970	\$0	\$100,740	\$0	\$500,000
Progreso Lakes	\$4,653	\$3,901	\$8,555	\$1,951	\$6,604	\$0	\$4,653	\$0	\$9,857
San Juan	\$586,902	\$492,049	\$1,078,951	\$246,024	\$832,926	\$0	\$586,902	\$0	\$600,000
Sullivan City	\$77,729	\$65,166	\$142,895	\$32,583	\$110,312	\$0	\$77,729	\$0	\$500,000
Weslaco	\$560,685	\$470,070	\$1,030,755	\$235,035	\$795,720	\$0	\$560,685	\$0	\$600,000
Community Direct Allocation Subtotal	\$12,375,000	\$10,375,000	\$22,750,000	\$5,187,500	\$17,562,500	\$0	\$12,375,000	\$0	\$22,750,000
Hidalgo County Competitive (Housing)	\$12,375,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Hidalgo County Competitive (Non-Housing)		\$0	\$0	\$5,187,500	\$5,187,500	\$10,375,000	\$10,375,000	\$10,375,000	
Hidalgo County Total	\$24,750,000	\$12,375,000	\$24,750,000	\$12,375,000	\$24,750,000	\$12,375,000	\$24,750,000	\$12,375,000	\$24,750,000

AI-14983

9.A.

**Resolution - Far South Texas Veterans Medical Act of 2009  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Roxanne De La Garza, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

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**Information**

**CAPTION**

Approval of resolution supporting S.699 and H.R. 1232

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [Draft Resolution](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	04/08/2009 02:37 PM	APRV
2	Roland Garcia	Rolando Garcia	04/09/2009 01:52 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 04/08/2009 02:10 PM	
Final Approval Date: 04/09/2009				

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County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, United States Senator John Cornyn along with United States Senator Kay Bailey Hutchison have introduced legislation to provide for the construction, by the Secretary of Veterans Affairs, of a full service hospital in Far South Texas; and

WHEREAS, United States Representative Solomon Ortiz, along with Congressman Ruben Hinojosa, Congressman Henry Cuellar, Congressman Llyod Doggett and Congresswoman Eddie Bernice Johnson have introduced similar legislation in the House of Representatives; and

WHEREAS, the proposed legislation, S.699 and H.R. 1232, also known as the “Far South Texas Veterans Medical Center Act of 2009”, identifies that the current and future health care needs of veterans residing in far South Texas are not being fully met by the Department of Veterans Affairs; and

WHEREAS, the Department of Veterans Affairs has estimated that more than 117,000 veterans reside in “Far South Texas”, a number which will continue to rise with current deployments involving members from the Texas National Guard and Reservists from Texas; and

WHEREAS, travel time for veterans in far South Texas may at times exceed six hours to the nearest Veterans Affairs hospital; and

WHEREAS, even with travel time being so high, veterans from far South Texas still demonstrate a high demand for health care services; and

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners’ Court supports the passage of S.699 and H.R. 1232 or similar legislation in the 111<sup>th</sup> Session of Congress.

ADOPTED THE \_\_\_\_\_ DAY OF APRIL 2009.

SIGNED AND ENTERED ON THE ABOVE DATE BY THE FOLLOWING MEMBERS OF THE HIDALGO COUNTY COMMISSIONERS COURT

\_\_\_\_\_  
J.D. SALINAS, III  
County Judge

\_\_\_\_\_  
SYLVIA S. HANDY  
County Commissioner, Pct. 1

\_\_\_\_\_  
HECTOR “TITO” PALACIOS  
County Commissioner, Pct. 2

\_\_\_\_\_  
JOE M. FLORES  
County Commissioner, Pct.3

\_\_\_\_\_  
OSCAR L. GARZA, JR.  
County Commissioner, Pct. 4

Attested to:

\_\_\_\_\_  
ARTURO GUAJARDO, JR.  
County Clerk

**AI-14995**  
**RMA Presentation**  
**CC REGULAR**

**9.B.**

**Date:** 04/14/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

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**Information**

**CAPTION**

Presentation, discussion, and possible action on the Regional Mobility Authority Report.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
No fiscal impact.

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Dina Trevino	04/08/2009 05:32 PM	APRV
2	Roland Garcia	Rolando Garcia	04/09/2009 09:15 AM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Erika Reyna  
Started On: 04/08/2009 05:07 PM  
Final Approval Date: 04/09/2009

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AI-14991

9.C.

**Legislative Session  
CC REGULAR**

**Date:** 04/14/2009  
**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	Dina Trevino	04/08/2009 04:46 PM	APRV
2		Roland Garcia	Rolando Garcia	04/09/2009 09:09 AM	APRV
3		Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Erika Reyna  
Started On: 04/08/2009 04:21 PM

Final Approval Date: 04/09/2009

AI-14942

10.A.

**State Criminal Alien Assistance Program (SCAAP)**

**CC REGULAR**

**Date:** 04/14/2009  
**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 FY 2009 State Criminal Alien Assistance Program (SCAAP) with the Bureau of Justice Assistance (Office of Justice Programs, U.S. Department of Justice).

**BACKGROUND**

The Bureau of Justice Assistance administers the State Criminal Alien Assistance Program which provides federal payments for the incurring of salary costs of correctional officers for incarcerating undocumented criminal aliens.

Said payments will be made to General Fund and are to be used for correctional purposes only.

Application deadline-->May 12, 2009

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1284-423-00-280-XXX-X-XXX

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

**BUDGETARY IMPACT:**  
No local monies are required.

**Attachments**

Link: [scaap.notice](#)  
Link: [add'l information](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	04/08/2009 04:31 PM	APRV
2	Budget & Management	Dina Trevino	04/08/2009 04:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/09/2009 10:44 AM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Emilia Uriegas  
Started On: 04/07/2009 09:14 AM

Final Approval Date: 04/09/2009

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**Richard Ozuna**

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**From:** SCAAP [SCAAP@usdoj.gov]  
**Sent:** Monday, April 06, 2009 4:01 PM  
**To:** SCAAP  
**Subject:** FY 2009 SCAAP Application Announcement

Dear SCAAP Participant:

The State Criminal Alien Assistance Program (SCAAP) provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating certain undocumented criminal aliens. The Bureau of Justice Assistance, Office of Justice Programs, U.S. Department of Justice administers SCAAP.

The OJP Grants Management System (GMS) will open on **Monday, April 6, 2009** to accept applications for FY 2009 funds. All applications must be submitted electronically at <https://grants.ojp.usdoj.gov/>.

Please review the following information before beginning your SCAAP application:

*Reporting Period*

The FY 2009 reporting period for inmate and salary cost data is July 1, 2007 - June 30, 2008.

*CEO*

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. **The CEO is generally considered the highest ranking elected or appointed official of a unit of government. An application without the CEO information included will be significantly delayed.**

*Costs*

Salary cost data must be actual dollar amounts paid for correctional officers salaries during the reporting period.

*Inmate Data*

You may include undocumented criminal aliens that meet the SCAAP eligibility criteria and were incarcerated for four or more consecutive days during the 12-month reporting period. Inmate data will be reviewed by the U.S. Department of Homeland Security (DHS).

*Payments*

SCAAP payments are calculated simultaneously, with applicants receiving a prorated payment based on the appropriation; costs submitted, and inmates as determined by DHS. All SCAAP payments are made electronically to the applicant's bank account of record identified during the application process. **All SCAAP payments must go to the jurisdiction's general fund. The jurisdiction's EIN (tax identification) and vendor number must be used when applying for SCAAP funds.**

*Deadline*

The deadline for submitting **all** completed SCAAP applications is **Tuesday, May 12, 2009 at 6:00 p.m. (e.s.t.)**.

***New SCAAP Program Requirement***

Based on new requirements included in the Violence Against Women and Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162), **all FY 2007 through 2009 SCAAP funds must be used for correctional purposes only**. FY 2009 awardees will be required, during the award acceptance process, to provide basic information on how the funds will be expended for correctional purposes.

*Guidance*

Guidance for SCAAP is available at [http://www.ojp.usdoj.gov/BJA/grant/2009\\_SCAAP\\_Guidelines.pdf](http://www.ojp.usdoj.gov/BJA/grant/2009_SCAAP_Guidelines.pdf)

*Customer Service*

Grants Management System Login Issues and Password Resets: 1-888-549-9901 Option 2

4/6/2009

GMS Helpdesk: [gmshelp@ojp.usdoj.gov](mailto:gmshelp@ojp.usdoj.gov)

BJA remains dedicated to assisting all customers with any technical or programmatic questions they might have. The SCAAP Support Desk can be contacted at 1-202-353-4411 or by email at [SCAAP@usdoj.gov](mailto:SCAAP@usdoj.gov).

Sincerely,

Payments Programs Team  
Bureau of Justice Assistance

## BUREAU OF JUSTICE ASSISTANCE

### STATE CRIMINAL ALIEN ASSISTANCE PROGRAM (SCAAP)

#### **NEW: Use of SCAAP Awards**

The Department of Justice Reauthorization Act of 2005 (Pub. L. 109-162, Title XI) included the following requirement regarding the use of SCAAP funds: "Amounts appropriated pursuant to the authorization of appropriations in paragraph (5) that are distributed to a State or political subdivision of a State, including a municipality, may be used only for correctional purposes." Beginning with FY 2007 SCAAP awards, SCAAP funds must be used for correctional purposes only. Jurisdictions receiving SCAAP awards will be asked to report the projected use of these funds at the time the award is accepted.

## **PART I: SCAAP Guidelines**

### **SCAAP Overview**

The Bureau of Justice Assistance (BJA), Office of Justice Programs, U.S. Department of Justice, administers SCAAP, in conjunction with the U.S. Department of Homeland Security (DHS). SCAAP provides federal payments to states and localities that incurred correctional officer salary costs for incarcerating undocumented criminal aliens who have at least one felony or two misdemeanor convictions for violations of state or local law, and who are incarcerated for at least 4 consecutive days during the reporting period.

### **SCAAP Legislative Authority**

SCAAP is governed by Section 241(i) of the Immigration and Nationality Act, 8 U.S.C. § 1231(i), as amended, and Title II, Subtitle C, Section 20301, Violent Crime Control and Law Enforcement Act of 1994, Pub. L. 103-322. In general terms, if a chief executive officer of a state or a political subdivision exercises authority over the incarceration of undocumented criminal aliens and submits a written request to the U.S. Attorney General, the Attorney General may provide compensation to that jurisdiction for those incarceration costs. SCAAP is subject to additional terms and conditions of yearly congressional appropriations.

### **Eligible Applicants**

States and local units of government that have authority over correctional facilities that incarcerate or detain undocumented criminal aliens for a minimum of 4 consecutive days are eligible to apply for SCAAP funds. States and local units of general government include the 50 state governments, the District of Columbia, Guam, Puerto Rico, the U.S. Virgin Islands, and the more than 3,000 counties and cities with correctional facilities.

Regional jails, special jail districts, or regional jail authorities and boards do not qualify as political subdivisions of a state for purposes of SCAAP, and therefore are not eligible to directly apply for SCAAP funds. Each unit of government that houses inmates at a regional facility must apply independently for SCAAP funds, based on its own costs of housing its undocumented aliens in the regional facility. Regional facilities may not submit SCAAP applications on behalf of jurisdictions in its service area, nor may a regional facility submit one application for all participating jurisdictions, using one jurisdiction's name as the recipient.

### **Authorized Officials**

SCAAP payments must go directly to eligible states and localities. Authorized jurisdiction employees for SCAAP purposes must be listed as either the Authorized Representative or Alternate Contact in the GMS User Profile. The chief executive officer (CEO) of an eligible jurisdiction may apply directly or delegate authority to another jurisdiction official. The CEO is generally considered the highest ranking elected or appointed official of a unit of government.

### **Minimum Period of Incarceration**

Only eligible persons who were incarcerated for 4 or more consecutive days between July 1, 2007 and June 30, 2008 may be included in the FY 2009 SCAAP application.

### **Multi-Jurisdictional Issues**

- Eligible inmates housed in the applicant's facility exclusively on behalf of another jurisdiction may only be

reported by the sending jurisdiction, regardless of whether the applicant received reimbursement for related incarceration costs.

- Unless otherwise covered by a cost reimbursement agreement, inmates who are ready for release once qualifying charges or convictions are concluded, and who are temporarily held in the applicant facility on the basis of outstanding warrants or detainers from other jurisdictions, including federal law enforcement agencies, are SCAAP eligible. The applicant jurisdiction may claim the total number of days the inmate was in custody, including the days the inmate was held on the detainers or outstanding warrants.
- Detention or incarceration days attributable to otherwise qualifying inmates held on federal charges, convictions, or detainers and covered by cost reimbursement agreements are not SCAAP eligible.
- Juveniles adjudicated delinquent, regardless of the charges or length of custody, are not SCAAP eligible. Only juvenile offenders who are convicted as adults and who meet the qualifying SCAAP criteria may be eligible.

**Eligible Inmates**

Applicants may submit records of inmates in their custody during the reporting period who:

- Were born outside the United States or one of its territories and had no reported or documented claim to U.S. citizenship.
- Were in the applicant’s custody for 4 or more consecutive days during the reporting period.
- Were convicted of a felony or second misdemeanor for violations of state or local law.
- Were identified and reported as undocumented, using due diligence.

The U.S. Department of Homeland Security will make the final determination on the status of submitted inmate records for undocumented alien purposes. Inmates may qualify for SCAAP purposes if they were:

- Persons who entered the U.S. without inspection or at any time or place other than as designated by the Attorney General.
- Persons in deportation or exclusion proceedings at the time they were taken into custody.
- Non-immigrants who failed to maintain their non-immigrant status at the time they were taken into custody.
- Certain Mariel Cubans who otherwise meet these requirements.

**Total All Inmate Days**

The “total all inmate days” is the cumulative number of incarceration or detention days attributable to *all* inmates housed in the jurisdiction’s facilities during the reporting period. It includes all inmates, regardless of their status, citizenship, disposition, or length of stay, including inmates held at contract facilities. A jurisdiction can use the sum of all nightly, facility head counts for the 365 days in the reporting period.

EXAMPLE	TOTAL DAYS
A jurisdiction detained or incarcerated 400 inmates during the current reporting cycle. Each inmate was held for exactly 7 days.	<b>2,800</b> <b>(400 inmates x 7 days)</b>

### Criminal Charges and Convictions

To be eligible for reporting, inmates must have been convicted of a felony or second misdemeanor for violations of state or local law, and housed in the applicant's state or local correctional facility for 4 or more consecutive days during the reporting period. All pretrial and post conviction time served from July 1, 2007 through June 30, 2008 may be reported to BJA.

EXAMPLES	REPORTABLE DAYS
An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. All 80 days occurred during the reporting period.	<b>80</b>
An alien was convicted of a felony during the reporting period and spent 20 days in pretrial detention and 60 additional days from the conviction. The 20 pretrial detention days and 40 of the sentenced days occurred in the reporting period; the remaining 20 days were served after June 30, 2008.	<b>60</b>
An alien was convicted of a felony several years ago and is being held in pretrial detention on new charges. As this alien already qualifies based on the prior felony conviction, once he meets the minimum of 4 consecutive days in custody during the reporting period, the pretrial days may be reported to BJA, regardless of the outcome of the pending charges.	<b><i>As calculated</i></b>
An alien was convicted of a second misdemeanor and served 3 consecutive days as of June 30, 2007, and 20 additional days after June 30, 2008. This inmate cannot be reported for FY 2009, but will qualify for FY 2010. <i>NOTE: The first 3 days of the sentence are not reportable, regardless of what occurs with this inmate in the future.</i>	<b>0</b>

### Required Inmate Data Format

The [detailed inmate file](#) reflects the jurisdiction's good faith and due diligence efforts to identify and list undocumented criminal aliens housed in its correctional facilities. Required inmate data elements include the A-Number, if known; last, middle, and first names; date of birth; unique inmate number assigned by the applicant jurisdiction; foreign country of birth; date taken into custody; date released from custody; and the Federal Bureau of Investigation (FBI) number, if known.

For inmates with aliases or multiple periods of incarceration: Creating a separate and distinct inmate record for each qualifying period of incarceration may include eligible inmates incarcerated more than once during the reporting period. Similarly, inmates with known aliases may be reported by creating a separate and distinct inmate record for each name. The same unique inmate identification number must be used for all records associated with a single inmate, regardless of the name under which the inmate was incarcerated. Applications submitted without complete facility data and inmate records will not be considered for SCAAP funding.

### Country of Birth Codes

Generally, a person born in the U.S. or a U.S. territory is a U.S. citizen and should not be reported. Any submitted inmate record that includes a country code not on the official [ICE country codes list](#) will be rejected. Any record with an official country code that does not specifically represent a foreign country (unknown) will only be considered in the award calculation if determined the inmate is undocumented or otherwise qualifies. If the country provided by the inmate is not on the official list, select a country with a close geographic proximity to the one named by the inmate.

### Alternatives to Traditional Incarceration

Inmates are not eligible if they served their incarceration incrementally, such as through weekend incarcerations that enabled them to maintain employment. Qualifying periods of incarceration must occur consecutively over the course of 4 or more days.

### Parole and Probation Violators

Eligible inmates on parole or probation from qualifying convictions who are subsequently returned to the

custody of a state or local correctional facility may be eligible.

### **Correctional Officers**

Correctional officers include employees, officers, and contractual staff whose primary responsibility is the control, custody, or supervision of persons detained and incarcerated, including correctional officers, deputy sheriffs, correctional/jail supervisors, shift commanders, chiefs of security, assistant wardens, and wardens. Transportation officers and others providing control, custody, or supervision of inmates who are temporarily outside the maintaining facility are also eligible. Employees, officers, and contractual staff whose primary responsibility is providing noncustody services to the facility or its inmate population are not SCAAP eligible, including office and secretarial support, administrative, housekeeping, maintenance, food, health, education, training, vocational, counseling, and medical staff. Staff who function independently or outside the correctional facility, including parole and probation agents, hearing officers, court commissioners, judicial, prosecutorial, and public defenders, warrant and apprehension units, and others are not eligible.

### **Correctional Officer Salary Calculation**

Salary information reported in the SCAAP application must reflect the total salaries and wages paid to full- and part-time correctional officers and others who meet the SCAAP definition. The reported sum should total the jurisdiction's actual salary expenditures for the reporting period, not an estimate or average. Correctional officer salary costs may include premium pay for specialized service, shift differential pay, and fixed-pay increases for time in service. It may also include overtime required by negotiated contract, statute, or regulation such as union agreements, contractual obligations, and required post staffing minimums.

### **Per Diem Costs**

Per diem cost is calculated by the SCAAP system, dividing the jurisdiction's "total all inmate days" into the "total correctional officer salary costs." During the FY 2007 reporting period, jurisdictions reported an average per diem cost of \$30.30. BJA may require documentation to validate per diem costs or impose limits on the costs.

### **SCAAP Award Calculation**

Once SCAAP data has been validated and analyzed, applicants will receive e-mail notification that awards are ready for online acceptance and drawdown. Formal acceptance of an award via GMS is necessary for the electronic transfer of funds into the applicant's bank account of record. Applicants have 45 calendar days to accept awards through GMS once notice is provided. SCAAP payments must go to the jurisdictions' general fund.

### **Payment Formula**

The following provides an overview of the method used to calculate SCAAP payments

1. Using financial data from applicants, a per diem rate is calculated for each jurisdiction. For FY 2007, the average per diem rate was \$30.30 per inmate.
2. Inmate data is provided to the U.S. Department of Homeland Security to validate inmate data for eligible, unknown, and invalid records.
3. Each jurisdiction's total eligible inmate days and a percentage of the unknown days are totaled then multiplied by the applicant's per diem rate to derive the total correctional officer salary costs for eligible and unknown inmate days. The percentage used for unknown days is determined by a sliding scale: cities 60 percent; states 65 percent; and counties 80 percent of their total unknown inmate days.
4. The value of each applicant's correctional officer salary costs associated with its eligible and credited unknown inmate days are totaled. This total value reflects the maximum amount for SCAAP reimbursement. A percentage factor is used to reflect the relationship between the maximum reimbursable salary costs and the appropriation. For FY 2007, this factor was approximately 41.98 percent.

### **Variances**

A variance will exist between the total salary costs reported by a jurisdiction and the final SCAAP payment amount, due to adjustments for unknown, ineligible, or invalid inmate records and the annual appropriation. Both the SCAAP system and BJA check for variances from prior year submissions for correctional officer staffing and salary levels, total bed count, and number of total inmate days.

## **PART II: Applying for FY 2009 SCAAP Funds**

### **FY 2009 Reporting Period**

The FY 2009 SCAAP reporting period is from July 1, 2007 through June 30, 2008.

### **FY 2009 Registration and Application Deadlines**

Applications will be accepted through the online Grants Management System (GMS) beginning April 6, 2008, and ending at 5:00 p.m. e.t. on May 12, 2008.

### **GMS Application Process**

The SCAAP Catalog of Federal Domestic Assistance (CFDA) number is 16.606.

For questions or concerns at any point in the GMS process, call the SCAAP Help Desk at 1-202-353-4411.

1. Access GMS at <https://grants.ojp.usdoj.gov>.
2. If you already have a GMS user ID, proceed to the GMS sign in. Even if your organization already has a user ID, you will not be considered registered for the solicitation until you have signed on to GMS and entered the appropriate solicitation.
3. If you do not have a GMS user ID, select "New User? Register Here." After you have completed all of the required information, click "Create Account" at the bottom of the page and to note your user ID and password, which are case sensitive. Within a few days, BJA will send an e-mail confirmation to newly registered applicants that their user ID and password have been approved and they are eligible to submit an application.
4. Beginning October 1, 2003, a Dun and Bradstreet (D&B) Data Universal Numbering System (DUNS) number must be included in every application for a new award or renewal of an award. The DUNS number will be required whether an applicant is submitting an application on paper, through OJP's Grants Management System, or using the governmentwide electronic portal (Grants.gov). An application will not be considered complete until the applicant provides a valid DUNS number.

Organizations should verify that they have a DUNS number or take the steps necessary to obtain one as soon as possible. Applicants can receive a DUNS number at no cost by calling the dedicated toll-free DUNS number request line at 1-800-333-0505.

5. After you have logged onto the system using your user ID and password, click on "Funding Opportunities."
6. Select the "Bureau of Justice Assistance" from the drop-down list and click "Search." This will narrow the list of solicitations within the Office of Justice Programs to those in BJA.
7. From the list of BJA grants, find "State Criminal Alien Assistance Program" and click "Apply Online."
8. Confirm that your organization is eligible to apply for this program by reading the text on the screen. If eligible, proceed by clicking "Continue."
9. Once you have reached this point, you are considered successfully registered.

### **Online Inmate Data Reporting Process**

Select the file upload process below that best meets your needs. While you may change the method prior to submitting the completed application to BJA, note that *the change from one process to another will overwrite and delete all previous inmate record submissions.*

- **Direct File Upload:** The direct file upload function allows you to submit inmate database records in a single ASCII-formatted file directly into GMS. File uploads must contain the mandatory data fields in the required format. File uploads that do not include the necessary information will be considered incomplete

and not eligible SCAAP funding. The SCAAP system provides you with an opportunity to correct files or add missing data prior to finalizing the application.

- **Direct Data Entry:** The direct data entry function allows you to manually enter inmate data directly into an online inmate data template, instead of creating a separate ASCII file. This approach may be best suited for jurisdictions with smaller facilities or small criminal alien populations. Drop-down menus are provided for selecting incarceration dates, date of birth, and country of birth (complete country names are listed).

During the file upload process, a red flashing bar will appear at the bottom of the applicant screen. This bar will continue to flash until the inmate file upload is complete. Upon completion of the inmate file upload, SCAAP GMS will provide the applicant with a "File Upload Status Report." This report will list the number of inmate records in the upload and the number of inmate records that are complete. In addition, the report will provide a detailed list of inmate records (by file number) that are incomplete or have data format errors and the nature of the error. Print this file upload status report for your records. If during the file upload process, your Internet browser times out or is disconnected, your inmate file upload may not be complete. It is important that you check the "File Upload Status Report" and verify that all of your inmate records have been uploaded.

When initiating a file upload, there is an approximate 10 second start-up delay. Once the file upload has actually begun, the estimated times for file uploads: 300 inmate records = less than 1 minute; 7,800 inmate records = 3 minutes; 54,600 inmate records = 15 minutes.

### **Technical System Requirements**

Internet access is required to apply for SCAAP funding. Generally, Netscape Communicator 4.7 and Internet Explorer 5.5 are the earliest versions of the respective Internet browsers that may be used for successful SCAAP application system access. Contact your agency network administrator to determine if an internal firewall or agency Internet security system may be preventing direct access to the application system, or contact the GMS Help Desk for information regarding correct port settings. If you are a prior SCAAP user, the browser bookmark may not work properly and an attempt to access the SCAAP application site may generate a message advising that the "page cannot be displayed." Delete the bookmark and manually type the URL into the browser address line.

### **Internet User Accounts**

Government officials from the applying jurisdictions must establish the OJP GMS user accounts for SCAAP. Non-government officials may not establish user accounts on behalf of applying jurisdictions. When establishing a user account, sheriffs or chiefs of police are not considered CEOs, but they may serve as the contact persons establishing the SCAAP user accounts on behalf of the CEOs. All applications must be filed in the name of the state or unit of government and must include the jurisdiction's CEO's name, official title, and e-mail address.

### **Application Resubmissions**

BJA may return a submitted application with incomplete or inaccurate data to the applicant for corrections, and will notify both the CEO and the SCAAP contact, via the e-mail address of record, that their application needs to be corrected and resubmitted by a certain date to be considered for SCAAP funding.

AI-14962

11.A.

**Driveway Permit - Sundowner's Retirement Center Subdivision Pct. No. 2  
CC REGULAR**

**Date:** 04/14/2009

**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Colonia Access Program

**Purchasing only:** CAP

**Information**

**CAPTION**

Discussion and approval to execute "Application for Driveway Permit" which is required from TXDOT for Colonia Access Program Project Sundowner's Retirement Center Subdivision to reconstruct road accessing into FM 1426 (Raul Longoria Rd.)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No Fiscal Impact to County. County Judge will sign.

**Attachments**

Link: Driveway Permit - Sundowner's Subdivison Pct. No. 2

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/08/2009 10:37 AM	APRV
2	Roland Garcia	Rolando Garcia	04/08/2009 03:52 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Marcie Jackson  
Started On: 04/08/2009 10:14 AM

Final Approval Date: 04/09/2009

## Permit to Construct Access Driveway Facilities on Highway Right of Way

AI-14962  
4/14/09

To: Hidalgo County, Precinct # 2 Hwy. FM 1426 Permit No. \_\_\_\_\_  
 (Name)

301 East State Control \_\_\_\_\_ Section \_\_\_\_\_  
 (Address)

Pharr, Tx 78577 \_\_\_\_\_  
 (City, State, Zip) (956)787-1891  
 (Phone No.)

The Texas Department of Transportation, hereinafter called the State, hereby authorizes Hidalgo County, Precinct # 2, hereinafter called the Permittee, to  construct /  reconstruct a Residential (residential, convenience store, retail mall, farm, etc.) access driveway on the highway right of way abutting highway number FM 1426 in Hidalgo County, located \_\_\_\_\_.

Subject to the following:

1. The Permittee is responsible for all costs associated with the construction of this access driveway.
2. Design of facilities shall be as follows and/or as shown on sketch and is subject to conditions stated below:  
**See attached Plan Sheet**

All construction and materials shall be subject to inspection and approved by the State.

3. Maintenance of facilities constructed hereunder shall be the responsibility of the Permittee, and the State reserves the right to require any changes, maintenance or repairs as may be necessary to provide protection of life or property on or adjacent to the highway. Changes in design will be made only with approval of the State.
4. The Permittee shall hold harmless the State and its duly appointed agents and employees against any action for personal injury or property damage sustained by reason of the exercise of this permit.
5. Except for regulatory and guide signs at county roads and city streets, the Permittee shall not erect any sign on or extending over any portion of the highway right of way, and vehicle service fixtures such as fuel pumps, vendor stands, or tanks shall be located at least 12 feet from the right of way line to ensure that any vehicle services from these fixtures will be off the highway right of way.
6. The State reserves the right to require a new access driveway permit in the event of a land use change or change in driveway traffic volume or vehicle types.
7. This permit will become null and void if the above-referenced driveway facilities are not constructed within six (6) months from the issuance date of this permit.
8. The Permittee will contact the State's representative \_\_\_\_\_ telephone, (\_\_\_\_) \_\_\_\_\_, at least twenty-four (24) hours prior to beginning the work authorized by this permit.

Texas Department of Transportation

\_\_\_\_\_  
Date of Issuance

\_\_\_\_\_  
Authorized Representative

The undersigned hereby agrees to comply with the terms and conditions set forth in this permit for construction of an access driveway on the highway right of way.

Date: \_\_\_\_\_

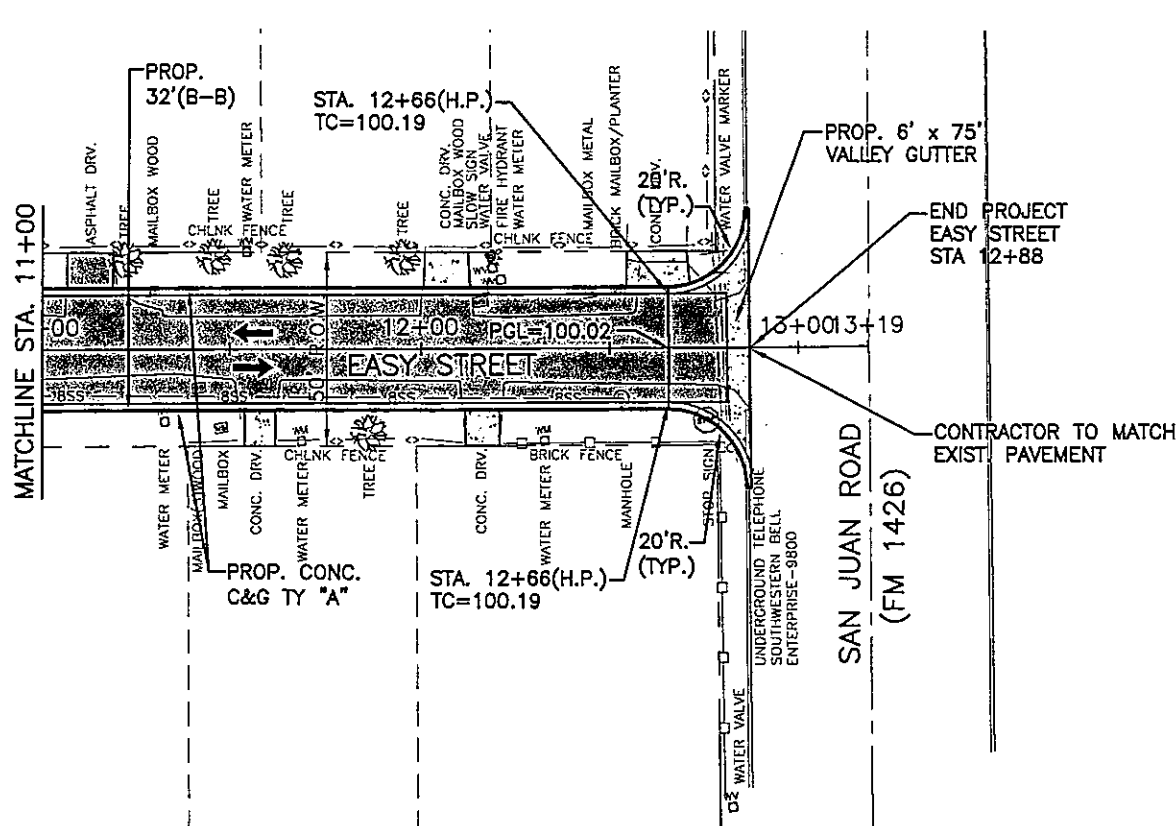
Signed: \_\_\_\_\_  
(Property owner or owner's representative)

## **Access Driveway Regulations**

The Texas Transportation Commission, in recognition of its responsibility for the safety and utility of public highways under its jurisdiction, has directed the department to adopt access driveway standards to accomplish a coordinated development between highways and abutting property. For this purpose, the booklet entitled "Regulations for Access Driveways to State Highways", was published and adopted, setting out departmental policies to regulate construction and maintenance of access driveway facilities.

---

### **Sketch of Installation**



SCALE:  
1" = 50' (H)  
1" = 5' (V)

- NOTES:  
1) MAILBOX TO BE ADJUSTED DURING CONSTRUCTION AS NEEDED.  
2) EXIST. SIGN TO BE REPLACED & RELOCATED.  
3) SEE DRIVEWAY TABLES FOR DIMENSIONS.

SHEET TOTALS				
ITEM	EST.	FINAL	UNIT	DESCRIPTION
529	332		LF.	CONC. C&G TY "A"
530	46		SY.	4" CONC. DRWY.
530	12		SY.	ACP DRWY. (PRB-1)

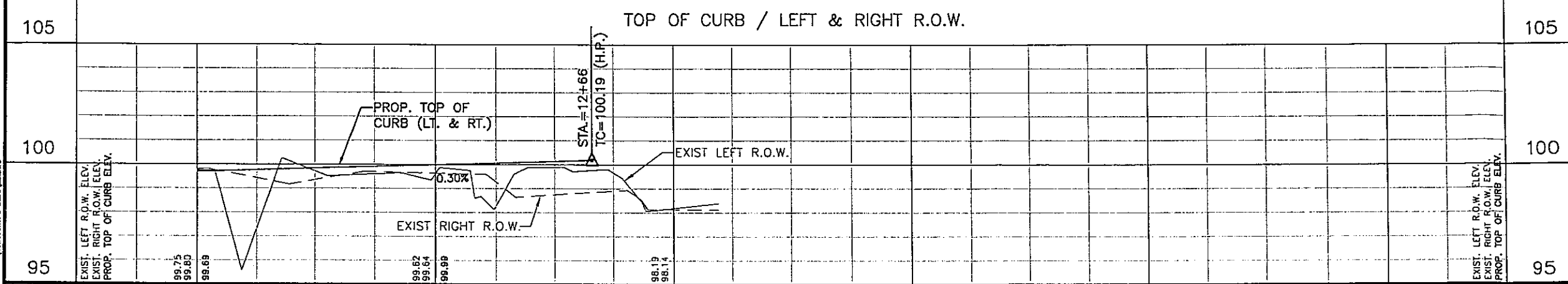
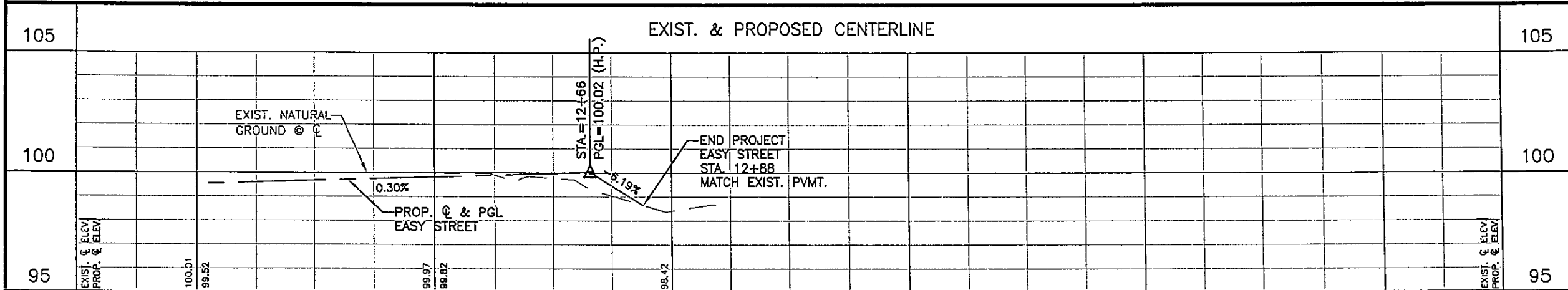
**SYMBOLS**

	Mail Box		Sign
	Watermeter		Tree
	Water Valve		Prop. Asphalt
	Fire Hydrant		Prop. Concrete
	San. Sew. Manhole		Traffic Direction
	Clean Out		
	Power Pole		
	Stop Sign		

**LEGEND**

- Chainlink Fence (type on plans)
- Cedar Fence (type on plans)
- Brick Fence (type on plans)
- Existing Sanitary Sewer
- Existing Telephone
- Existing Water
- Existing Overhead Powerline

MAR. 16. 2009  
Jose G. Reyes, Jr.  
Licensed Professional Engineer # 93827



Rev. No.	Description	Chk By:

HIDALGO COUNTY PRECINCT No.2  
SUNDOWNER'S  
RETIREMENT CENTER SUBDIVISION

PLAN AND PROFILE  
EASY STREET  
STA. 11+00 TO STA. 12+88



**DL, INC.**  
DOS LOGISTICS, INC.

212 W. 3rd. Street Phone: (956) 968-8800  
Weslaco, Tx. 78596 Fax: (956) 447-8194

FED. RD. DIV. No.	STATE AID PROJECT No.	HIGHWAY No.			
6					
STATE	DIST.	COUNTY			
TEXAS	21	HIDALGO			
DN:	DW:	CONT.	SECT.	JOB	SHEET No.
CK:	CK:	3C	1080	940	23

AI-14932

12.A.1.

**2009 Interdpt for TXDOT ROW (1315)**

**CC REGULAR**

**Date:** 04/14/2009

**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT

**Submitted For:** TXDOT ROW (1315)

**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management

**Purchasing only:** Interdepartmental Transfers

**Information**

**CAPTION**

TXDOT ROW (1315):

Approval of 2009 interdepartmental transfer within the TXDOT fund, from ROW (Dpt. 260) to Precinct 4 (Dpt. 124) in the amount of \$5,000.00 to fund the purchase of a tract of land (Parcel 53-A on AI-14793) for the North "I" Road Project , Phase II.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:** 9-1315-431-00-XXX-0XX-0-XX1

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

From ...260-005-0-841 to ...124-023-0-711 in the amount of \$5,000.00. Funding available for transfer as of 4/6/09.

**Attachments**

Link: [2009 Interdpt for TXDOT \(1315\)](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	04/06/2009 03:26 PM	APRV
2	Veronica Lopez	Veronica Lopez	04/07/2009 03:46 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Dale Kennan

Started On: 04/06/2009 02:19 PM

Final Approval Date: 04/09/2009



Interdept transfer - cont. to Gen. Litigation

CC REGULAR

Date: 04/14/2009
Submitted By: Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department: COMMISSIONERS' COURT EXEC. OFFICE

Agenda Category: Budget and Management
Purchasing only: Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of interdepartmental transfer from Co. Wide Adm. Contingency to General Litigation in the amount of \$37,000.00 to cover settlements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1100-415-X0-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-30-115-021-0-525 \$37,000.00
Available balance as of 04-09-09

Attachments

Link: Interdept- 040909

Form Routing/Status

Table with 4 columns: Route Seq, Inbox, Approved By, Date, Status. Contains routing history for the form, including approvals by Veronica Lopez and Ivan Cantu.

1.

=

=

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=

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DATE: April 9, 2009

**2009**  
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 9-1100-415-X0-115-0XX-0-XXX



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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
9-1100-415-00-115-002-0- 899	Co. Wide Adm.- Contingency	<b>(37,000.00)</b>
<b>TO</b>		
9-1100-415-30-115-021-0- 525	General Litigation- Claims & Judgments	<b>37,000.00</b>
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:** Interdepartmental transfer from Co. Wide Adm.- Contingency to General Litigation- Claims & Judgments and in the amount of \$37,000.00 to cover future expenditures.

\_\_\_\_\_  
Approved by

\_\_\_\_\_  
COMMISSIONERS COURT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
ATTEST, COUNTY CLERK

AI-15001

12.B.1.

**Reimbursement of Drainage Project G/F Advance  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management

**Purchasing only:** Interfund  
Transfers

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**Information**

**CAPTION**

Approval of 2009 interfund transfer from Precinct #1 Road and Bridge Fund (1201), Precinct #2 Road and Bridge Fund (1202), Precinct #3 Road & Bridge Fund (1203), and Precinct #4 Road and Bridge Fund (1204) to General Fund (1100) in the amounts of \$2,144,000.00, \$1,000,000.00, \$1,000,000.00, and \$1,000,000.00 respectively.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [BACKUP](#)

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**Form Routing/Status**

Form Started By: Sergio Cruz      Started On: 04/09/2009 01:19  
PM

Final Approval Date: 04/09/2009

---

DATE: April 14, 2009

DEPARTMENT HEAD: RAUL SILGUERO JR.

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

SUBJECT: Inter-fund 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
9-1201-431-00-121-052-0- 733	PCT.1 DRAIN IMPRV PRJ-DRAINAGE DITCHES	(163,960.00)
9-1201-431-00-121-052-0- 741	PCT.1 DRAIN IMPRV PRJ-VEHICLES	(92,927.00)
9-1201-431-00-121-052-0- 742	PCT.1 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	(743,113.00)
9-1201-431-00-121-053-0- 841	PCT.1-FM493(US281-BUS83)-AID TO GOVT AGE	(1,144,000.00)
9-1201-491-01-000-100-0- 891	TRANSFERS OUT-GENERAL FUND	2,144,000.00
9-1100-391-01-000-201-0- 000	TRANSFERS IN-R&B PCT.1	2,144,000.00
9-1202-431-00-122-031-0- 733	TOWER RD-DRAINAGE DITCHES	(600,629.77)
9-1202-431-00-122-034-0- 733	PCT.2 DRAIN IMPRV PRJ-DRAINAGE DITCHES	(257,567.05)
9-1202-431-00-122-034-0- 742	PCT.2 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	(141,803.18)
9-1202-491-01-000-100-0- 891	TRANSFERS OUT-GENERAL FUND	1,000,000.00
9-1100-391-01-000-202-0- 000	TRANSFERS IN-R&B PCT.2	1,000,000.00
9-1203-431-00-123-049-0- 711	PCT.3 DRAIN IMPRV PRJ-ROW	(50,000.00)
9-1203-431-00-123-049-0- 733	PCT.3 DRAIN IMPRV PRJ-DRAINAGE DITCHES	(53,500.00)
9-1203-431-00-123-049-0- 742	PCT.3 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	(539,140.14)
9-1203-491-01-000-100-0- 891	TRANSFERS OUT-GENERAL FUND	1,000,000.00
9-1100-391-01-000-203-0- 000	TRANSFERS IN-R&B PCT.3	1,000,000.00
9-1204-431-00-124-036-0- 713	PCT.4 DRAIN IMPRV PRJ-EASEMENTS	(7,150.00)
9-1204-431-00-124-036-0- 719	PCT.4 DRAIN IMPRV PRJ-LAND	(883,160.60)
9-1204-431-00-124-036-0- 733	PCT.4 DRAIN IMPRV PRJ-DRAINAGE DITCHES	(93,490.40)
9-1204-431-00-124-036-0- 742	PCT.4 DRAIN IMPRV PRJ-HEAVY EQUIPMENT	(16,199.00)
9-1204-491-01-000-100-0- 891	TRANSFERS OUT-GENERAL FUND	1,000,000.00
9-1100-391-01-000-204-0- 000	TRANSFERS IN-R&B PCT.4	1,000,000.00
TOTAL BUDGET INCREASE: 1100		5,144,000.00

REASON: TO REIMBURSE GENERAL FUND FOR DRAINAGE PROJECT APPROPRIATION PURSUANT TO REIMBURSEMENT RESOLUTION FOR C.O., SERIES 2009.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /  
DATE

ATTEST COUNTY CLERK

**AI-14989**  
**2009 BA for Workers' Compensation (2202)**  
**CC REGULAR**

**12.C.1.**

**Date:** 04/14/2009  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Submitted For:** Workers' Compensation (2202):  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management      **Purchasing only:** Budget Appropriations

---

**Information**

**CAPTION**

Workers' Compensation (2202):  
Approval of 2009 appropriation of funds into the Hidalgo County Workers' Compensation (program 060) in the amount of \$350,000.00 to fund current and future expenditures for 2009.

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:**      **ACCT. #:** 9-2202-419-50-115-060-0-141  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation in the amount of \$350,000.00. Funding available in fund balance as of 4/8/09.

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**Attachments**

Link: [2009 BA for Worker's Comp](#)

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**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	04/08/2009 04:07 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	04/09/2009 01:33 PM	APRV
3	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Dale Kennan

Started On: 04/08/2009 03:53 PM

Final Approval Date: 04/09/2009

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AI-15000

12.C.2.

**2009 Appropriation for Hurricane Dolly & Hurricane Ike emergency salary related expenditures**

**CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management **Purchasing only:** Budget Appropriations

**Information**

**CAPTION**

Department of Budget & Management (1100):  
Approval and authorization to appropriate \$22,584.04 from the General Fund unreserved fund balance as per Texas Local Government Code section 111.070 and in accordance with the Declaration of Emergency approved by Commissioners Court on July 28, 2008 (item 14.A.7.) to address emergency expenditures related to Hurricanes "Dolly" & "Ike" incurred in 2008 and processed in year 2009.

**BACKGROUND**

Appropriation of funds to cover emergency salary related expenditures incurred in 2008 and processed in 2009 for Hurricane Dolly & Ike.

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-415-00-115-0XX-0-XXX  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Appropriation of funds for Hurricane Dolly & Ike emergency expenditures. This will facilitate the clearing of negative balances for salaries & fringes. Funds available as of 4-9-09.

**Attachments**

Link: [Budget Appropriation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	04/09/2009 10:27 AM	APRV
2	Budget & Management	Veronica Lopez	04/09/2009 10:36 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	04/09/2009 02:40 PM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW
Form Started By: Ivan Cantu			Started On: 04/09/2009 09:55 AM	



DATE: April 9, 2009

**2009**  
Appropriation



DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Hurricane Dolly & Ike

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

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1100-415-00-115-072-0-131	Hurricane Dolly-	Overtime Pay	14,258.18
9-1100-415-00-115-072-0-211	Hurricane Dolly-	Health Insurance	426.83
9-1100-415-00-115-072-0-212	Hurricane Dolly-	Life Insurance	2.29
9-1100-415-00-115-072-0-220	Hurricane Dolly-	FICA	1,088.04
9-1100-415-00-115-072-0-230	Hurricane Dolly-	Retirement	1,286.06
9-1100-415-00-115-072-0-250	Hurricane Dolly-	Unemployment Comp	71.29
9-1100-415-00-115-072-0-260	Hurricane Dolly-	Workers Comp	90.04
9-1100-415-00-115-075-0-131	Hurricane Ike-	Overtime Pay	4,462.46
9-1100-415-00-115-075-0-211	Hurricane Ike-	Health Insurance	85.23
9-1100-415-00-115-075-0-220	Hurricane Ike-	FICA	341.03
9-1100-415-00-115-075-0-230	Hurricane Ike-	Retirement	402.56
9-1100-415-00-115-075-0-250	Hurricane Ike-	Unemployment Comp	22.31
9-1100-415-00-115-075-0-260	Hurricane Ike-	Workers Comp	47.72
<b>TOTAL BUDGET INCREASE (DECREASE)</b>			<b>22,584.04</b>

**REASON:** Appropriation of funds to cover emergency salary related expenditures incurred in 2008 and processed in 2009 for Hurricane Dolly & Ike.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

ATTEST COUNTY CLERK

**AI-15002**

**12.C.3.**

**Precinct #3 Certification of Revenue  
CC REGULAR**

**Date:** 04/14/2009

**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT

**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management

**Purchasing only:** Budget  
Appropriations

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**Information**

**CAPTION**

Approval of certification of revenue, as certified by the County Auditor, for 2008 drainage project expenditures reimbursable pursuant to Reimbursements Resolution for C.O., Series 2009.

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Sergio Cruz      Started On: 04/09/2009 01:38  
PM

Final Approval Date: 04/09/2009

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AI-14958

13.A.4.

**Invoice Payment-Guerra Construction Co.**

**CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Pursuant to the "Interlocal Cooperation Agreement" between Hidalgo County Drainage District No. 1 and Hidalgo County for the purchase and installation of guardrail along certain International Boundary Water Commission ("IBWC") Levees throughout Hidalgo County, a request for payment in the amount of \$240,248.00 by "Guerra's Construction" has been requested for the following invoices:

- A. Invoice #102114A-\$70,512.00- materials for levee segment - 04A - Penitas
- B. Invoice #102172A-\$80,192.00- materials for levee segment - 05A - Granjeno
- C. Invoice #102208A-\$44,056.00- materials for levee segment - 06A - Hidalgo
- D. Invoice #102230A-\$11,496.00- materials for levee segment - 06BC-Hidalgo
- E. Invoice #102280A-\$33,992.00- materials for levee segment - 07A - Donna

through Purchase Order #616815.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-415-00-115-002-0-350

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

**BUDGETARY IMPACT:**

Funds available as of 04/08/09. (Refer to P.O. #616815)

**Attachments**

Link: [Interlocal Documentation](#)

Link: [Invoice Documentation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 01:40 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:50 PM	APRV
3	Sylvia Solis	Sylvia Solis	04/09/2009 03:00 PM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Vangie Garcia

Started On: 04/07/2009 05:15  
PM

Final Approval Date: 04/09/2009

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**18. Budget & Management - Raul Silguero Jr.: (SEE EXHIBIT V)**

**A. Constable Precinct No. 4 (1100):**

- 1. Approval to correct the budgeted salary for one (1) temporary full-time Secretary position, slot no. T010 to \$26,090.00. (previously approved by CC on 01/06/09).**
- 2. Approval of revised salary schedule.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

**B. DBM- W/C Division (2202):**

- 1. Approval to correct the program no. for one (1) Planning Analyst I position, should have been program 065, slot no. 0015, not program 060, slot no. 0001.**
- 2. Approval of revised salary schedule**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

**C. 93rd District Court (1100):**

- 1. Approval to allocate Supplemental Pay for slot no. 0002, employee no. 023302, in the amount of \$3,000.00 for administrative duties transferred to the 93rd District Court.**
- 2. Approval of 2009 revised salary schedule.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item E.

**D. 1. Discussion, consideration and action to proceed with refunding certain county debt obligations resulting in savings to the county.**

NO ACTION taken on this item.

- 2. Adoption of an Order Authorizing Issuance of the Hidalgo County, Texas General Obligation Refunding Bonds, Series 2009, delegating certain discretionary authority to the County Judge and other designated officials of the County to authorize issuance upon the satisfaction of certain Parameters.**

On motion of Commissioner Palacios, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

At this time the Court moved to item #15-A.

**E. 1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. I (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of \$526,885.00 as a result of mutual service agreement between County and HCDD1.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of \$526,885.00.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**F. Sanitation Pct. 2 (1100):**

- 1. Approval to create one (1) regular fulltime Custodian position, slot no.0026 budgeted at \$18,720.00 per year.**
- 2. Approval of revised salary schedule.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval on items #1 & 2.

**G. Elections Department (130):**

- 1. Approval to delete (1) one vacant, permanent full time Voter Registration Assistant position, slot no. 0008 at \$31,935.00 per year.**

On motion of Commissioner Palacios, seconded by Commissioner Flores, the Court made a UNANIMOUS vote of approval.

- 2. Approval to create (1) one permanent full time Street Indexing Specialist position, slot no. 0086 at \$34,000.00 per year.**

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

**3. Approval of position reclassifications for the following:**

Slot no.	Current Position Title	Current Budgeted Salary	Proposed Position Title	Proposed Budgeted Salary
0010	Admin. Sec/Bookkeeper	\$29,445.00	Accounting Clerk	\$32,000.00
0014	Date Processor	\$24,149.00	Data Processor III	\$27,000.00
0015	Date Processor	\$21,149.00	Data Processor II	\$25,000.00
0016	Election Clerk	\$21,424.00	Data Processor II	\$25,000.00
0017	Election Clerk	\$21,424.00	Data Processor I	\$24,000.00
0018	Election Clerk	\$21,424.00	Data Processor I	\$24,000.00
0019	Election Clerk	\$21,424.00	Data Processor I	\$24,000.00
0020	Election Clerk	\$21,424.00	Data Processor I	\$24,000.00
0021	Election Clerk	\$21,424.00	Data Processor I	\$24,000.00
0022	Data Processor	\$21,424.00	Data Processor I	\$24,000.00
	<b>Total</b>	<b>\$224,711.00</b>		<b>\$254,000.00</b>

On motion of Commissioner Flores, seconded by Commissioner Palacios, the Court made a UNANIMOUS vote of approval.

AI-13625

18.E.

**Mutual Agreement with Drainage District  
CC REGULAR**

**Date:** 01/28/2009  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

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**Information**

**CAPTION**

1. Discussion, consideration, and approval of mutual service agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for services to be provided by County and be reimbursed by HCDD1 as allowed under Section 2 of Interlocal Cooperation Agreement approved on April 22, 2008.
  2. Approval of certification of estimated revenue (as certified by the County Auditor) in the amount of \$526,885.00 as a result of mutual service agreement between County and HCDD1.
  3. Approval of 2009 appropriation of funds into County Wide Administration in the amount of \$526,885.00.
- 

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Form Started By: Sergio Cruz Started On: 01/23/2009 04:24 PM  
Final Approval Date: 01/23/2009

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**EXHIBIT A-1**

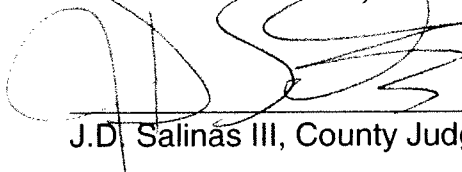
**TO THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HIDALGO  
COUNTY DRAINAGE DISTRICT NO. 1 AND HIDALGO COUNTY DATED APRIL 22,  
2008  
SCHEDULE OF PAYMENTS**

**ADDITIONAL SERVICES**

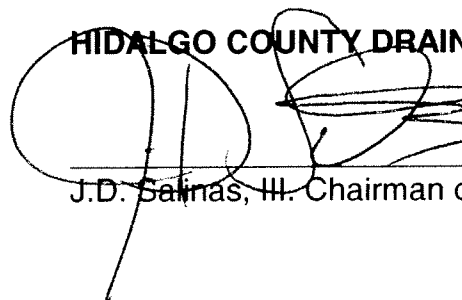
As required by Exhibit "A" of the Interlocal Cooperation Agreement (the "Agreement") dated April 22, 2008, between Hidalgo County Drainage District No. 1 (the "Drainage District") and Hidalgo County (the "County"), and as permitted by Paragraph 2 of the Agreement, the parties hereby mutually consent that the Drainage District will reimburse County, within thirty (30) days of receipt of invoice from County by Drainage District, an amount not to exceed Five Hundred and Twenty-Six Thousand Eight Hundred and Eighty-five Dollars and No/100ths (\$526,885.00) for the purchase and installation of guardrail along certain International Boundary Water Commission ("IBWC") levees throughout Hidalgo County.

In witness whereof, the parties hereto have caused this Exhibit A-1 to be executed and added to the Agreement on this the 21<sup>st</sup> day of January 2009.

**HIDALGO COUNTY, TEXAS**

  
\_\_\_\_\_  
J.D. Salinas III, County Judge

**HIDALGO COUNTY DRAINAGE DISTRICT NO. 1**

  
\_\_\_\_\_  
J.D. Salinas, III, Chairman of the Board

Approved as to Form:

Atlas & Hall, L.L.P.

By:   
\_\_\_\_\_  
Stephen L. Crain



# Purchase Order

## COUNTY OF HIDALGO

PO#: 616815

DATE: 01/30/09

Page No 1 Of 1

VENDOR: 313025

REQ:00148013

Email:

BUYER:

Phone: (956) 687-7435

SHIP TO: BUDGET OFFICER

GUERRA CONSTRUCTION CO.

100 E. CANO, 1ST FL

6700 N. MILE 3 1/2 W.

EDINBURG TX 78539

WESLACO TX 78596

Vendor Acct:

CONTACT: VALDE GUERRA

SITE: BUDGET OFFICE

Special Instructions:

Contract No:

**VENDOR NOTES**

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
28050	EACH	INSTALLATION OF 28,050 LINEAR FEET OF METAL BEAM GUARD FENCE	18.50	518,925.00
300	EACH	INSTALLATION OF 300 LINEAR FEET OF RADIUS RAIL	20.00	6,000.00
20	EACH	INSTALLATION OF 20 FLAIRED-END WINGS	98.00	1,960.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		526,885.00
		*****		
		For Hidalgo County use only		
		9-1100-415-00-115-002-0-350	526,885.00	
		Approved		
		-----		

Authorized by: Martín L. Salazar

Guerra Construction Co, Inc.

6700 N. MILE 3 1/2 W.  
Weslaco, Tx 78596

# Invoice

Date	Invoice #
4/7/2009	84

<b>Bill To</b>
Hidalgo Co. 2812 S. Closner Suite 7 Edinburg, Tx. 78540

<b>Ship To</b>

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			4/7/2009			

Quantity	Item Code	Description	Price Each	Amount
	Guard-Rail	Requesting payment for Guard-rail materials on for hand Hidalgo Co. Levee Project	240,248.00	240,248.00

			<b>Total</b>	\$240,248.00
---	--	--	--------------	--------------

ATTN: Marty Salazar



# INVOICE

PLEASE REMIT TO:  
 P. O. Box 938  
 Round Rock, TX 78680  
 (512)388-0588  
 Fax 388-0417

INVOICE #
102114A
INVOICE/SHIP DATE
2/3/2009

Sold to:

GUERRA CONSTRUCTION  
 6700 N MILE 3 1/2 W  
 WESLACO, TX 78596

Deliver to:

281 S TO MCALLEN TO US 83 E (LT) TO  
 WESLACO TAKE FM 1015 EXIT & GO N  
 (LT) ON 3 MILE RD TO MILE 11 RD W (LT)  
 TO 3 1/2 RD N (RT) 1/2 MILE TO CUSTOMER  
 YARD ON RIGHT

Customer PO	Ship Via	Telephone	Ref No	Order Date	SUS #	Terms
VERBAL-RICHARD	Our Truck	956-968-6773	A-2348	01/28/09	CAC	Net 30
Units	Description	Quantity	U/M	Unit Price	Amount	
320	25' 12 GA RAIL PUNCHED 6' 3"	320.0	EA			
8000	CHARGED PER LINEAR FOOT	8,000.0	LF	8.80	70,400.00	
4	FLARED END WING	4.0	EA	28.00	112.00	
8768	5/8" X 1 1/4" SPLICE BOLT & NUT	8,768.0	EA			
4320	5/8" X 10" POST BOLT, NUT, & WASHER	4,320.0	EA			
*** SHIPMENT #2 ***						
SECTION 04A - PENITAS, TEXAS						
					<b>Amount</b>	\$70,512.00
					<b>Tax (0.0%)</b>	\$0.00
					<b>Total</b>	\$70,512.00

Job Name: HIDALGO CO. LEVEE PROJECT
Job #:
General: GUERRA



# INVOICE

PLEASE REMIT TO:  
 P. O. Box 938  
 Round Rock, TX 78680  
 (512)388-0588  
 Fax 388-0417

Invoice #	102172A
Invoice/Ship Date	2/4/2009

Sold to:

GUERRA CONSTRUCTION  
 6700 N MILE 3 1/2 W  
 WESLACO, TX 78596

Deliver to:

281 S TO MCALLEN TO US 83 E (LT) TO  
 WESLACO TAKE FM 1015 EXIT & GO N  
 (LT) ON 3 MILE RD TO MILE 11 RD W (LT)  
 TO 3 1/2 RD N (RT) 1/2 MILE TO CUSTOMER  
 YARD ON RIGHT

Customer PO	Ship Via	Telephone	Ref No	Order Date	SSS#	Terms
VERBAL-RICHARD	Our Truck	956-968-6773	A-2348	01/28/09	CAC	Net 30
Units	Description	Quantity	U/M	Unit Price	Amount	
364	25' 12 GA RAIL PUNCHED 6' 3"	364.0	EA			
9100	CHARGED PER LINEAR FOOT	9,100.0	LF	8.80	\$80,080.00	
4	FLARED END WING	4.0	EA	28.00	112.00	
*** SHIPMENT #3 *** SECTION 05A - GRANJENO, TEXAS						
					<b>Amount</b>	\$80,192.00
					<b>Tax (0.0%)</b>	\$0.00
					<b>Total</b>	\$80,192.00

Job Name: HIDALGO CO. LEVEE PROJECT
Job #:
General: GUERRA



# INVOICE

PLEASE REMIT TO:  
 P. O. Box 938  
 Round Rock, TX 78680  
 (512)388-0588  
 Fax 388-0417

Invoice #	102208A
Invoice/Ship Date	2/6/2009

Sold to:

GUERRA CONSTRUCTION  
 6700 N MILE 3 1/2 W  
 WESLACO, TX 78596

Deliver to:

281 S TO MCALLEN TO US 83 E (LT) TO  
 WESLACO TAKE FM 1015 EXIT & GO N  
 (LT) ON 3 MILE RD TO MILE 11 RD W (LT)  
 TO 3 1/2 RD N (RT) 1/2 MILE TO CUSTOMER  
 YARD ON RIGHT

Customer PO	Ship Via	Telephone	Ref No	Order Date	SLS#	Terms
VERBAL-RICHARD	Our Truck	956-968-6773	A-2348	01/28/09	CAC	Net 30
Units	Description	Quantity	U/M	Unit Price	Amount	
200	25' 12 GA RAIL PUNCHED 6' 3"	200.0	EA			
5000	CHARGED PER LINEAR FOOT	5,000.0	LF	8.80	44,000.00	
2	FLARED END WING	2.0	EA	28.00	56.00	
*** SHIPMENT #5 ***						
SECTION 06A - HIDALGO, TEXAS						
					<b>Amount</b>	\$44,056.00
					<b>Tax (0.0%)</b>	\$0.00
					<b>Total</b>	\$44,056.00

Job Name: HIDALGO CO. LEVEE PROJECT
Job #:
General: GUERRA

<b>Amount</b>	\$44,056.00
<b>Tax (0.0%)</b>	\$0.00
<b>Total</b>	\$44,056.00

04/08/2009 01:09 5123880417

TEXAS CORRUGATORS

PAGE 05



# INVOICE

PLEASE REMIT TO:  
 P. O. Box 938  
 Round Rock, TX 78680  
 (512)388-0588  
 Fax 388-0417

Invoice #	102230A
Invoice/Ship Date	2/10/2009

Sold to:

GUERRA CONSTRUCTION  
 6700 N MILE 3 1/2 W  
 WESLACO, TX 78596

Deliver to:

281 S TO MCALLEN TO US 83 E (LT) TO  
 WESLACO TAKE FM 1015 EXIT & GO N  
 (LT) ON 3 MILE RD TO MILE 11 RD W (LT)  
 TO 3 1/2 RD N (RT) 1/2 MILE TO CUSTOMER  
 YARD ON RIGHT

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SLS #	Terms
VERBAL-RICHARD	Our Truck	956-968-6773	A-2348	01/28/09	CAC	Net 30
Units	Description	Quantity	UM	Unit Price	Amount	
52	25' 12 GA RAIL PUNCHED 6' 3" CHARGED PER LINEAR FOOT FLARED END WING  *** SHIPMENT #7 ***  SECTION 06BC - HIDALGO, TEXAS	52.0	EA			
1300		1,300.0	LF	8.80	11,440.00	
2		2.0	EA	28.00	56.00	
					<b>Amount</b>	\$11,496.00
					<b>Tax (0.0%)</b>	\$0.00
					<b>Total</b>	\$11,496.00

Job Name: HIDALGO CO. LEVEE PROJECT
Job #:
General: GUERRA



# INVOICE

PLEASE REMIT TO:  
 P. O. Box 938  
 Round Rock, TX 78680  
 (512)388-0588  
 Fax 388-0417

Invoice #	102280A
Invoice/Ship Date	2/13/2009

Sold to:

GUERRA CONSTRUCTION  
 6700 N MILE 3 1/2 W  
 WESLACO, TX 78596

Deliver to:

281 S TO MCALLEN TO US 83 E (LT) TO  
 WESLACO TAKE FM 1015 EXIT & GO N  
 (LT) ON 3 MILE RD TO MILE 11 RD W (LT)  
 TO 3 1/2 RD N (RT) 1/2 MILE TO CUSTOMER  
 YARD ON RIGHT

Customer PO	Ship Via	Telephone	Ref. No.	Order Date	SUS #	Terms
VERBAL-RICHARD	Our Truck	956-968-6773	A-2348	01/28/09	CAC	Net 30
Units	Description	Quantity	U/M	Unit Price	Amount	
154	23' 12 GA RAIL PUNCHED 6 3"	154.0	EA			
3850	CHARGED PER LINEAR FOOT	3,850.0	LF	8.80	33,880.00	
200	7" X 63" DOMED TOP TIMBER POST (1 HOLE)	200.0	EA			
4	FLARED END WING	4.0	EA	28.00	112.00	
*** SHIPMENT #10 ***						
SECTION 07 - DONNA, TEXAS						
					<b>Amount</b>	\$33,992.00
					<b>Tax (0.0%)</b>	\$0.00
					<b>Total</b>	\$33,992.00

Job Name: HIDALGO CO, LEVEE PROJECT
Job #:
General: GUERRA

AI-14739

13.A.5.

**Health Clinic Renovations - Request for Payment No. 5 for VA Architecture  
CC REGULAR**

Date: 04/14/2009  
Submitted By: Rocio Villarreal, PURCHASING DEPT.  
Submitted For: Rocio Villarreal  
Department: PURCHASING DEPT.  
Agenda Category: Purchasing Department

Information

CAPTION

Approval of Request for Payment No. 5 in the amount of \$1,250.00 from V-A Architecture, contracted architect for "Health Clinic Renovations for the Hidalgo County Health and Human Services." C-08-221-05-06

BACKGROUND

C-08-221-05-06 Payment#5

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-441-00-340-0XX-0-452  
FUNDS AVAILABLE Y/N?: Pending MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO# 608594 has an available balance of \$4,516.37 (as of 4/8/09), but not all in the proper programs. Additional funding for a PO increase is pending transfer (AI-14965) in the total amount of \$5,260.00.

Attachments

Link: [Invoice](#)  
Link: [expense report](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/26/2009 01:39 PM	APRV
2	Budget & Management	Veronica Lopez	03/26/2009 02:14 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/03/2009 01:58 PM	APRV
4	Dale Kennan	Dale Kennan	04/08/2009 02:03 PM	APRV
5	Auditor's Office	Angela Garcia	04/09/2009 03:51 PM	APRV

Form Started By: Rocio Villarreal  
Started On: 03/25/2009 02:16 PM

Final Approval Date: 04/09/2009

# V·A Architecture

March 16, 2009

Josie Escalante  
Administration Dept.  
Hidalgo County Health Department  
1304 S. 25<sup>th</sup>  
Edinburg, Texas 78539

RE: Health Clinic Renovations for Hidalgo County Health Department and Human Services  
Countywide

Ms. Escalante:

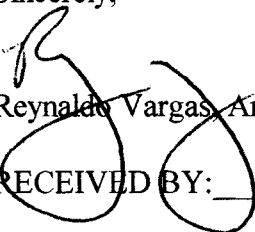
Attached please find the following:

1. Request for Payment #5, in the amount of \$1,250.00 for the above referenced project.

Please forward one set to Lupita Garza, Hidalgo County Auditor's Office.

Should you have any questions, please phone our office.

Sincerely,

  
Reynaldo Vargas, Architect

RECEIVED BY: \_\_\_\_\_ TIME: \_\_\_\_\_

cc: Rocío Villarreal, Hidalgo County Purchasing Dept.

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

# V·A Architecture

## REQUEST FOR PAYMENT NO: Five

Project Name: Health Clinic Renovations for Hidalgo County Health and Human Services (County Wide)

Contract # C-08-221-05-06

Architertural Firm:	V-A Architecture	Actual Construction Cost	A/E Fee	PO #608594
Address:	2029 Industrial Drive	\$129,923.08 Edinburg	\$6,001.95	
City/State	McAllen, Texas 78504	\$23,196.17 Elsa	\$1,071.59	
		\$96,090.70 McAllen	\$4,439.04	
Project No. 08-1007		\$159,499.78 Mission	\$7,368.29	
		\$35,575.09 Hidalgo	\$1,643.45	
		\$96,884.44 Weslaco	\$4,475.68	

Project Actual Construction Cost:		\$541,169.26		Max. Contract Amt.-Fixed		\$25,000.00	
Scope of Services		A/E Fee	% Completed To Date	Total Due	Less Prev. Payments	Total Due	
Schematic	Edinburg	\$ 900.29	100%	\$ 900.29	\$ 1,108.06	(\$207.77)	
Design Phase	Elsa	\$ 160.74	100%	\$ 160.74	\$ 705.27	(\$544.53)	
A/E Fee	McAllen	\$ 665.86	100%	\$ 665.86	\$ 264.48	\$401.38	
	Mission	\$ 1,105.24	100%	\$ 1,105.24	\$ 787.77	\$317.47	
15%	Hidalgo	\$ 246.52	100%	\$ 246.52	\$ 283.08	(\$36.56)	
	Weslaco	\$ 671.35	100%	\$ 671.35	\$ 601.34	\$70.01	
Design	Edinburg	\$ 1,200.39	100%	\$ 1,200.39	\$ 1,477.41	(\$277.02)	
Development	Elsa	\$ 214.31	100%	\$ 214.31	\$ 940.36	(\$726.05)	
Phase A/E Fee	McAllen	\$ 887.81	100%	\$ 887.81	\$ 352.64	\$535.17	
	Mission	\$ 1,473.66	100%	\$ 1,473.66	\$ 1,050.36	\$423.30	
20%	Hidalgo	\$ 328.69	100%	\$ 328.69	\$ 377.44	(\$48.75)	
	Weslaco	\$ 895.14	100%	\$ 895.14	\$ 801.79	\$93.35	
Construction	Edinburg	\$ 2,400.78	100%	\$ 2,400.78	\$ 2,954.82	(\$554.04)	
Documents	Elsa	\$ 428.64	100%	\$ 428.64	\$ 1,880.73	(\$1,452.09)	
Phase A/E Fee	McAllen	\$ 1,775.61	100%	\$ 1,775.61	\$ 705.27	\$1,070.34	
	Mission	\$ 2,947.32	100%	\$ 2,947.32	\$ 2,100.72	\$846.60	
40%	Hidalgo	\$ 657.37	100%	\$ 657.37	\$ 754.88	(\$97.51)	
	Weslaco	\$ 1,790.28	100%	\$ 1,790.28	\$ 1,603.58	\$186.70	
Bidding	Edinburg	\$ 300.10	100%	\$ 300.10	\$ 0.00	\$300.10	
Phase A/E Fee	Elsa	\$ 53.58	100%	\$ 53.58	\$ 0.00	\$53.58	
	McAllen	\$ 221.95	100%	\$ 221.95	\$ 0.00	\$221.95	
	Mission	\$ 368.41	100%	\$ 368.41	\$ 0.00	\$368.41	
5%	Hidalgo	\$ 82.18	100%	\$ 82.18	\$ 0.00	\$82.18	
	Weslaco	\$ 223.78	100%	\$ 223.78	\$ 0.00	\$223.78	
Construction	Edinburg	\$ 1,200.39	0%	\$ 0.00	\$ 0.00	\$0.00	Edinburg \$ (738.73)
Administration	Elsa	\$ 214.32	0%	\$ 0.00	\$ 0.00	\$0.00	Elsa \$ (2,669.09)
Phase A/E Fee	McAllen	\$ 887.81	0%	\$ 0.00	\$ 0.00	\$0.00	McAllen \$ 2,228.84
	Mission	\$ 1,473.66	0%	\$ 0.00	\$ 0.00	\$0.00	Mission \$ 1,955.78
20%	Hidalgo	\$ 328.69	0%	\$ 0.00	\$ 0.00	\$0.00	Hidalgo \$ (100.64)
	Weslaco	\$ 895.13	0%	\$ 0.00	\$ 0.00	\$0.00	Weslaco \$ 573.84
Reimbursables		\$ 0.00	0%	\$ 0.00	\$ 0.00	\$0.00	\$ 1,250.00
<b>TOTALS</b>		<b>\$ 25,000.00</b>		<b>\$ 20,000.00</b>	<b>\$ 18,750.00</b>	<b>\$ 1,250.00</b>	

Total Amount This Request

\$1,250.00

I certify that the above is true and correct to the best of my knowledge.

V·A Architecture

March 16, 2009

Vargas & Associates  
2029 Industrial Drive  
McAllen, Texas 78504  
(956) 631-2242

For 01/01/09 - 01/31/10

Expenditure Summary Report

FJEXS01B

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account Number / Description</u>	<u>Original Budget</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumbrance</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1336 CERT OF OBLIG,SERIES 2006</b>						
9-1336-441-00-340-021-0-452 C.O.,2006-H/D PHARR-BLDG ADD & RENOV	.00	59,128.71	.00	.00	59,128.71	.00
9-1336-441-00-340-022-0-452 C.O.,2006-H/D EDBG-BLDG ADD & RENOV	.00	152,997.60	131,480.89	.00	21,516.71	85.94
9-1336-441-00-340-023-0-452 C.O.,2006-H/D MCALLEN-BLDG ADD & RENOV	.00	96,242.55	96,242.55	.00	.00	100.00
9-1336-441-00-340-024-0-452 C.O.,2006-H/D WSLC-BLDG ADD & RENOV	.00	97,597.75	97,597.75	.00	.00	100.00
9-1336-441-00-340-030-0-452 C.O.,2006-H/D MISS-BLDG ADD & RENOV	.00	160,523.80	160,523.80	.00	.00	100.00
9-1336-441-00-340-034-0-452 C.O.,2006-H/D ELSA-BLDG ADD & RENOV	.00	39,205.70	24,082.69	.00	15,123.01	61.43
9-1336-441-00-340-035-0-452 C.O.,2006-H/D HDLGO-BLDG ADD & RENOV	.00	35,757.95	35,757.95	.00	.00	100.00
<b>1336 CERT OF OBLIG,SERIES 2006</b>	<b>.00</b>	<b>641,454.06</b>	<b>545,685.63</b>	<b>.00</b>	<b>95,768.43</b>	<b>85.07</b>
<b>9 YEAR</b>	<b>.00</b>	<b>641,454.06</b>	<b>545,685.63</b>	<b>.00</b>	<b>95,768.43</b>	<b>85.07</b>

AI-14916

13.B.1.

**Lease of Tower Space- Emergency Management  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Yvette Islas, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department      **Purchasing only:** County Judge's Office

**Information**

**CAPTION**

Recommending award of bid and approval of contract to sole responding bidder meeting all requirements as attached hereto for: Hidalgo County – “Lease of Tower Space” (RFB No. 09-023-02-25-YSI)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-429-00-300-023-0-441  
**FUNDS AVAILABLE Y/N?:** Y      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance of \$32,000.00 as of 04/08/09.

Lease amount is \$11,721.60 per year or \$976.80 per month.

**Attachments**

- Link: [d recomend 09.023](#)
- Link: [b tab 09.023](#)
- Link: [p log 09.023](#)
- Link: [contract 09.023](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 01:12 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:21 PM	APRV
3	Roland Garcia	Rolando Garcia	04/09/2009 09:00 AM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Yvette Islas      Started On: 04/03/2009 10:41 AM

Final Approval Date: 04/09/2009



PURCHASING DEPARTMENT  
County Of Hidalgo

**MEMORANDUM**

**To:** A.A. "Tony" Pena, Jr.  
**Attn:** Belinda Alvarez  
Department Of Emergency Management

**From:** Yvette Islas, Buyer *[Signature]*  
Hidalgo County Purchasing Department

**Date:** March 13, 2009

**Re:** Request for Recommendation for:  
**Bid No. 2009-023-02-25-YSI "LEASE OF TOWER SPACE"**

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the submitted response for your review and recommendation. Please carefully review the entire packet.

The vendor submitted their own agreement with their response. Review it carefully to make certain all your department needs are met.

Please indicate below if you DO or DO NOT recommend accepting the sole response. If you have any concerns or recommendations please indicate this in the space provided below.

Return your response to the Purchasing Department Thursday, March 19, 2009, 4:00 pm. If you have any questions or require additional information please do not hesitate to contact me. Thank you.

DO recommend accepting of response       DO NOT recommend accepting of response

Recommendations/Concerns: Please move forward with this project to expedite its completion.

*A.A. Tony Peña Jr.*  
AUTHORIZED SIGNATURE

A.A. Tony Peña Jr. 18 MAR 09  
PRINTED NAME      DATE

**Submit this form to the Hidalgo County Purchasing Department via fax:  
(956) 292-7612 or via e-mail: [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us)**

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY EMERGENCY MANAGEMENT**

**BID OPENING DATE: MARCH 11, 2009**

**BID OPENING TIME: 9:30 A.M.**

**DESCRIPTION OF BID: "LEASE OF TOWER SPACE"**

**BID NO: 09-023-02-25-YSI**

**BUYER: YVETTE S. ISLAS**

	NAME OF COMPANY	MONTHLY LEASE PRICE
#1	McAllen Communications Co., Inc.	\$ 976.80

**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-LEASE OF TOWER SPACE"**

**BID NO.: 2009-023-02-25-YSI**

<b>NAME OF VENDOR: COMPANY/FIRM</b>	<b>BID REQUEST *VIA</b>	<b>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</b>	<b>DATE</b>	<b>ADDRESS &amp; PHONE NO</b>
1. OE Investment Othal E. Brand, Jr, President	EM	Y. S. Islas	02-11-09	P O Box 4408 McAllen, TX 78502-4408 4800 N 23 <sup>rd</sup> McAllen, TX 78504 (P) 956-683-7979 (F) 956-631-2334 956-793-0103 cell <a href="mailto:oebrand@rioplexwireless.com">oebrand@rioplexwireless.com</a> <a href="mailto:ezamora@rioplexwireless.com">ezamora@rioplexwireless.com</a>
2. McAllen Ranch Attn: Vicky Rangel	EM	Y. S. Islas	02-11-09	P O Box 1139 Edinburg, TX 78540 956-383-1917 <a href="mailto:mcallenranch@aol.com">mcallenranch@aol.com</a> <a href="mailto:contact@mcallenranch.com">contact@mcallenranch.com</a>
3. South Texas Communications Attn: Rick Surrat	EM	Y. S. Islas	02-11-09	709 E Pecan McAllen, TX 78502 956-687-8591 <a href="mailto:surrat@steradio.com">surrat@steradio.com</a>
4. Mobile Relays fkna Rio Radio Supply Attn: Finitivo Ramos	EM	Y. S. Islas	02-11-09	515 S 12th McAllen, TX 78501 956-682-5224 <a href="mailto:primo@mobilerelays.com">primo@mobilerelays.com</a>

**\*VIA:  
IN PERSON (IP)  
TELEPHONE REQUEST (TR)  
BIDDER LIST MAIL OUT (BLM)  
E-MAIL (EM)  
FACSIMILE (FAX)**

STATE OF TEXAS §

COUNTY OF HIDALGO §

RADIO TOWER SPACE

LEASE AGREEMENT

HIDALGO COUNTY BID #

C-09-023-04-14

THIS AGREEMENT this day made and entered into by and between MCALLEN COMMUNICATIONS COMPANY, Inc., a Texas corporation, acting by and through its duly authorized officers, hereinafter called "Lessor", and COUNTY OF HIDALGO, TEXAS, hereinafter called "Lessee";

WITNESSETH

WHEREAS, Lessor responded to a request for bids for the "Lease of Tower Space"; and

WHEREAS, Lessor submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the Specifications"); and

WHEREAS, in recognition of and in consideration of Lessor's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to the Lessor.

WHEREAS, Lessor is the owner of a 440 foot radio tower and concrete building at a location described as being Latitude 26° 22'08" West, AMSL 302.3', AGL 459', Highest point AMSL 761.3', or hereafter called the Radio Tower; FCC Registration #1201637, and

WHEREAS, Lessee operates a private station, and is desirous of using space on Lessor's said radio tower for its transmitting antenna and space in said building below said tower for the use of its transmitting equipment;

NOW, THEREFORE, Lessor does not by these presents, LEASE LET, and DEMISE unto the Lessee the right to use said radio tower at a distance of Four Hundred Forty (440) feet from the ground for the installation and maintenance of their antenna and the right to use such space in the building at the foot of said tower as may be reasonably necessary for the operation of their equipment.

The term of this lease shall be for ONE (1) year, commencing with the execution of this lease, April 14, 2009 and terminating on April 13, 2010; subject, however to earlier termination as hereinafter provided.

Provided Lessee is not in default hereunder, Lessee is granted the option to renew this lease for an additional two (2) one (1) year terms, (the "renewal term").

The rent payable by Lessee to Lessor under this lease agreement for the period set out above be charged at the rate of **\$2.22 per foot per month, a monthly payment of \$976.80, or an annual payment of \$11,721.60**. Each monthly rental payment is due on the first day of each month during the term of the lease.

The parties agree her and covenant with each other as follows:

1. Lessee shall pay the rent to Lessor at P. O. Box 1139, Edinburg, Texas 78540-1139, as aforesaid, as the same shall fall due.
2. Subject to the terms and conditions hereof, Lessor will maintain the radio tower, the building, and the ingress and egress road in suitable condition for use by Lessee for the purpose authorized hereunder.
3. Lessee shall promptly execute and fulfill all requirements of law, Federal, State and Local, applying to its business, and radio transmittal. Lessee shall not assign this agreement or sublet the premises, or any part thereof, without the consent of the Lessor in writing. Lessee shall not make any alteration in the building or tower without written consent.
4. If the leased premises shall be damaged by, or as a result of fire, windstorm, or other casualty, the Lessor shall make repairs to such leased premises (exclusive of antenna and property of Lessee) with reasonable dispatch. Lessor shall not be responsible for any delays arising in connection with the adjustment of insurance loss or labor troubles and no abatement of rent shall be made in this case. There shall be no abatement of rent, unless the damage is so extensive that the tower and transmitter building leased hereunder cannot be used for radio transmission by Lessee while being repaired, in which event, rent shall abate until such time as said tower and transmitter building shall have been put in repair. In the event the leased property, either the tower or the transmitter building, is destroyed or so damaged that in the opinion of the Lessor, it cannot be repaired within ninety (90) days after the loss, or if Lessor shall decide not to rebuild, or if the damage shall be caused under conditions not insured against by the Lessor and the Lessor shall decide not to repair the damage, then the Lessor, at its option, may terminate this lease and the rent shall be paid to the date of such damage and thereupon, the lease shall terminate.
5. If the Lessee shall fail to pay the rent of any installment thereof when due, the Lessor may, by thirty (30) days written notice to Lessee, cancel and terminate this lease.

6. Lessor shall furnish electric power required to operate the Lessee's radio base station equipment. Lessee shall install two transmitters/receivers that provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically: One (1) Generator, One (1) 500 Gallon Fuel Tank, Two (2) Cross band Stations, One (1) Antenna (One Antenna to Transmit and one to receive as stated in Addendum #4) and Cabin, Two (2) 83" Cabinets at said tower site. Upon execution of this lease agreement, Lessor shall fence tower area where Lessee's may install a combination lock and furnish combination to Lessee. Lessor shall be not be responsible for any power failure including operations of generator equipment and fuel tank. By the same token, the Lessor shall not be responsible for the Lessee's radio equipment maintenance, unless a separate maintenance equipment contract is drawn to cover specified maintenance.
7. It is a condition precedent to any cause of action in the Lessee, its personal representative or assigns, arising out of default of or breach by the Lessor any covenant of this lease or failure to comply with any law, ordinance or governmental regulation, that the Lessee shall serve written notice on the Lessor of the condition, defect, act, omission, or breach complained of. All notices required hereunder or that may be given hereunder shall be effective for all purposes if addressed by Lessee to Lessor at its principal place of business at P. O. Box 1139, Edinburg, Texas, and by Lessor to Lessee at its principal place of business.
8. If the Lessor is unable to give Lessee possession of the property and premises leased hereby on the date fixed for the commencement of this term, Lessee may terminate the Lease on written notice.
9. No representative, agreement, or promise has been made by the Lessor, or any agent of Lessor, except as stated herein or in a written communication to the Lessee signed by the Lessor, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.
10. Lessor shall not be liable for any loss, damage, or injury of any kind or character to any person or property caused by or arising from any act or omission of Lessee, or of any of its agents, employees, licenses, or invitees, or occasioned by the failure of Lessee to maintain any of Lessee's equipment located on the premises. Lessor owns no vehicles and has no auto liability insurance. Lessor has no uninsured/underinsured motorist coverage. Lessor has no employees and has no worker's compensation insurance. In the event Lessor is awarded bid for tower services, Lessor shall provide proof of general liability coverage as stated in the bid packet.

11. Lessor leases the surface property from a third party. The property is operated for ranching, and leased for hunting, and oil and gas. There is livestock and wildlife on the property, including snakes, spiders, scorpions, etc. Lessee or its agents, contractors, or subcontractors should be notified of the activities and the wildlife.
12. The tower building is equipped with an Argus Security System which monitors tower lights, temperature, and unauthorized entry. A code is required to gain entry to the site. Lessor recommends that Lessee or its agents, contractors, or subcontractors telephone Lessor prior to working at the site to avoid any unwarranted calls to law enforcement officials.
13. In any 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 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.
15. 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.
16. 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 to 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 conflicts exists.
17. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.
18. 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 agreements in connection with this Agreement

not specifically set forth herein. This agreement may be modified or amended only by agreement in writing executed by County and Contractor, and not otherwise.

19. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

20. This Agreement may be extended at the sole discretion of County for an additional sixty (60) days, unless this Agreement is terminated pursuant to the provisions herein, whichever occurs first.

IN TESTIMONY WHEREOF, witness our hands this, the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

APPROVED BY COMMISSIONER'S COURT ON \_\_\_\_\_, 2009.

COUNTY OF HIDALGO

By: \_\_\_\_\_

Juan D. Salinas, III County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

ATTEST:

\_\_\_\_\_  
Arturo Guajardo, County Clerk

LESSOR:

MCALLEN COMMUNICATIONS CO., INC

\_\_\_\_\_  
James A. McAllen, President  
P. O. Box 1139  
Edinburg, TX 78540-1139  
956-383-1960

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: \_\_\_\_\_

# EXHIBIT "A"



PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BID (RFB)  
CHECKLIST**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"  
Bid No: 09-023-02-25-YSI**

1. Request For Bid Letter.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 3 pages.
4. Exhibit "1" consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application and W-9 form consisting of 6 pages.
9. Draft Requirements Agreement consisting of 8 pages.
10. 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, CPPB  
Purchasing Agent

February 09, 2009  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

February 09, 2009

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Re: **HIDALGO COUNTY**  
Request for Bids -"LEASE OF TOWER SPACE"  
**Bid No: 09-023-02-25-YSI**

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, CPPB  
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

<b>Bid No: 09-023-02-25-YSI</b>	<b>Buyer: Yvette S. Islas</b>	<b>Tel. No: (956) 318-2626</b>
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## **REQUEST FOR BIDS**

### **HIDALGO COUNTY DEPARTMENT “LEASE OF TOWER SPACE”**

**BID OPENING DATE:  
February 25, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2802 S. Hwy Bus 281-Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 09-023-02-25-YSI

1. Sealed bids will be received for **"HIDALGO COUNTY-LEASE OF TOWER SPACE"** 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-09-023-02-25-YSI-HIDALGO COUNTY-LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 S Hwy Bus Hwy 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 25, 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 - 09-023-02-25-YSI - RFB-HIDALGO COUNTY-LEASE OF TOWER SPACE"**. 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models

of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. DELIVERY INSTRUCTIONS:
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, Purchasing Agent  
(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-LEASE OF TOWER SPACE"**  
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 Division of Emergency Services  
Attn: Belinda Alvarez  
P.O. Box 1356  
Edinburg, TX 78539  
956-318-2615

17. Schedule of Events

<b>Bid Opening, 9:30 AM</b>	<b><u>February 25, 2009</u></b>
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. Clossner, 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 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**  
**“LEASE OF TOWER SPACE”**  
**BID NO.: 09-023-02-25-YSI**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 S Hwy Bus 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"**

**HIDALGO COUNTY DIVISION OF EMERGENCY SERVICES  
(DEPARTMENT OF EMERGENCY MANAGEMENT)  
"LEASE OF TOWER SPACE"  
RFB NO. 09-023-02-25-YSI  
SPECIFICATIONS**

**Hidalgo County is seeking to lease tower space for the Hidalgo County Division of Emergency Services (department of emergency management). Specifications are as follows, but not limited to the following:**

**Specifications & Requirements, Terms & Conditions**

---

- 1). 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.
- 2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.
- 3). Tower shelter must have electricity and air condition system.
- 4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.
- 5). The equipment to be installed at the site includes a generator and an LP gas tank to power the generator for forty-eight (48) hours.
- 6). Height of tower should be four hundred eighty (480) ft. or taller.
- 7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.
- 8). Tower must be geographically located in the Northwest Portion of Hidalgo County, preferably North of McCook, within Hidalgo County near intersection of FM 681 and FM 490. See attached search area, Exhibit 1.
- 9). Antenna equipment must be installed at the highest point available on the tower.
- 10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.
- 11). Tower rent **must** include cost of electricity.
- 12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.
- 13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems

all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons and all other components of the property.

- 14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.
- 15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment. Lessor shall have the right to approve/disapprove the technical staff that will install an/or maintain the equipment.
- 16). Lessor agrees not to lease or license the use of the property, or any portion thereof, to any party which will interfere with Lessee's use of the property.
- 17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, Asubstance@) on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.
- 18). **Site must have the capability for one circuit to be connected to a dispatch point.**
- 19). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**
- 20). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

### **Installed Equipment**

Division of Emergency Services will provide and cause to be installed the following equipment at the approved site:

Two transmitters/receivers that will provide interoperable communications between users of 800 Mhz and VHF two way radio equipment with the appropriate antennas and peripherals, specifically:

- One (1) Generator
- One (1) 500 Gallon Fuel Tank

Two (2) Cross band Stations  
One (1) Antenna and Cabin  
Two (2) 83" Cabinets

**Note:** Any and all new equipment added by the Division of Emergency Services (Department of Emergency Management) will be honored at lease price.

**Term:**

The term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one (1) year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

**Premises:**

Shelter must be a minimum of eight (8) square feet inside. Premises must also include a secured fenced in area outside of shelter to store a generator (generator base measuring 47" x 24") and one (1) standard 500 gallon propane tank.

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us) NO LATER THAN, Wednesday, February 18, 2009 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, February 20, 2009 by 5:00 p.m.**

**EXHIBIT "1"**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"**

**RFB No. 2009-023-02-25-YSI**



**EXHIBIT "B"**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"**

**RFB No. 2009-023-02-25-YSI**

**BID PAGE**

<b><u>BID PER:</u></b>	<b><u>BID AMOUNT:</u></b>
<b>MONTH</b>	<b>\$</b>

**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME:

\_\_\_\_\_

ADDRESS:

\_\_\_\_\_

CITY/STATE/ZIP CODE:

\_\_\_\_\_

PHONE & FAX NO'S:

\_\_\_\_\_

CELLULAR NO:

\_\_\_\_\_

E-MAIL ADDRESS:

\_\_\_\_\_

AUTHORIZED SIGNATURE:

\_\_\_\_\_

PRINTED NAME:

\_\_\_\_\_

TITLE

\_\_\_\_\_

**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.

**INSURERS AFFORDING COVERAGE**

INSURED

- INSURER A
- INSURER B
- INSURER C
- INSURER D
- INSURER E

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED THEREIN. 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, CONDITIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	DESCRIPTION	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	COVERAGE
A	<b>GENERAL LIABILITY</b> COMMERCIAL GENERAL LIABILITY AUTOMOBILE LIABILITY GARAGE LIABILITY EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYER'S LIABILITY			COMMERCIAL GENERAL LIABILITY AUTOMOBILE LIABILITY GARAGE LIABILITY EXCESS LIABILITY WORKERS COMPENSATION AND EMPLOYER'S LIABILITY
B	<b>AUTOMOBILE LIABILITY</b>			
C	<b>EXCESS LIABILITY</b>			
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>			
	<b>OTHER</b>			

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

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED AND THE EXPIRATION DATE THEREOF BE 30 DAYS OR MORE BEFORE THE EXPIRATION DATE, THE INSURER WILL BE REQUIRED TO MAIL 30 DAYS WRITTEN NOTICE TO THE POLICY HOLDER FOR YOUR NAME AND ADDRESS. FAILURE TO DO SO SHALL IMPROVE NOT BE A BASIS FOR CANCELLATION OF ANY KIND FROM THE INSURER, ITS AGENTS OR REPRESENTATIVES.

CANCELLATION

AUTHORITY: 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"

## 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

## 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: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ .....	
<input type="checkbox"/> 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.

Social security number								
OR								
Employer identification number								

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

### 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.)

<b>Sign Here</b>	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 <sup>1</sup>	Generally, exempt recipients 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> 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](http://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](http://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](http://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 <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
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

<sup>1</sup> 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.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> 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.

<sup>4</sup> 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.



**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:

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**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or 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.



PURCHASING DEPARTMENT  
County Of Hidalgo

February 13, 2009

RE: ADDENDUM NO.1  
FOR RFB No.: 2009-023-02-25-YSI  
"LEASE OF TOWER SPACE"- HIDALGO  
COUNTY

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1, PAGE 1 OF 1** in connection with **"HIDALGO COUNTY"**- request for bids for **"LEASE OF TOWER SPACE"**.

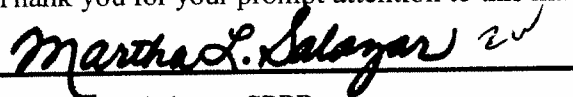
Please add this **ADDENDUM NO. 1** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 1** by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@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 RFQ packet for **"LEASE OF TOWER SPACE"-HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

  
\_\_\_\_\_  
Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY:

\_\_\_\_\_  
ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

\_\_\_\_\_  
COMPANY NAME

MLS/ysi  
Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**ADDENDUM NO. 1**

**February 13, 2009**

**"LEASE OF TOWER SPACE"  
RFB NO.: 09-023-02-25-YSI**

**ACCEPTANCE DATE: WEDNESDAY, FEBRUARY 25, 2009 at 9:30 a.m.**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. UNDER REQUEST FOR BIDS (RFB) Exhibit "A": Specifications & Requirements, Terms & Conditions, Installed Equipment. Please disregard the following Note:

**Note:** Any and all new equipment added by the Division of Emergency Services (Department of Emergency Management will be honored at lease price.

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 1 dated, February 13, 2009, for RFB --"LEASE OF TOWER SPACE"-HIDALGO COUNTY.

\_\_\_\_\_  
Printed Bidder Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR  
BID PACKET, IN ORDER TO COMPLETE THE BID.**



PURCHASING DEPARTMENT  
County Of Hidalgo

February 20, 2009

RE: **ADDENDUM NO.2**  
**FOR RFB No.: 2009-023-02-25-YSI**  
**"LEASE OF TOWER OF SPACE"-**  
**HIDALGO COUNTY**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"- request for bids for "**LEASE OF TOWER SPACE**".

Please add this **ADDENDUM NO. 2** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 2** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@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 RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 1  
ACKNOWLEDGMENT OF RECEIPT

\_\_\_\_\_  
COMPANY NAME

MLS/ysi  
Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**ADDENDUM NO. 2**

**FEBRUARY 20, 2009**

**“LEASE OF TOWER SPACE”**

**RFB NO.: 09-023-02-25-YSI**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. Bid opening date has changed from Wednesday, February 25, 2009 at 9:30 am to **Wednesday, March 04, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Wednesday, February 25, 2009, 5:00 pm.**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 2 dated, February 20, 2009, for RFB --“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

\_\_\_\_\_  
Printed Bidder Name

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.**



PURCHASING DEPARTMENT  
County Of Hidalgo

February 25, 2009

RE: **ADDENDUM NO.3**  
**FOR RFB No.: 2009-023-02-25-YSI**  
**"LEASE OF TOWER OF SPACE"-**  
**HIDALGO COUNTY**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 3, PAGES 1 & 2 of 2** in connection with "**HIDALGO COUNTY**"-request for bids for "**LEASE OF TOWER SPACE**".

Please add this **ADDENDUM NO. 3** to your bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 3** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@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 RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 3  
ACKNOWLEDGMENT OF RECEIPT

\_\_\_\_\_  
COMPANY NAME

MLS/ysi  
Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**ADDENDUM NO. 3**

**FEBRUARY 25, 2009**

**“LEASE OF TOWER SPACE”**

**RFB NO.: 09-023-02-25-YSI**

**PLEASE NOTE THE FOLLOWING CHANGES:**

A.) Exhibit “A”, Specifications & Requirements, Terms & Conditions #19, please note the following ***correction.***

19). Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessee. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee’s interests, with any reasonable cost therefore to be payable by Lessee.

B.) Exhibit “A”, Specifications & Requirements, Terms & Conditions, please add the following as #21.

21). The awarded bidder shall adhere to the following insurance requirements:

- Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes.
- Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit “C” attached. Plus also insure building for fire, accident and natural disaster;
- The award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

(Add3) 1 of 2



PURCHASING DEPARTMENT  
County Of Hidalgo

C.) All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us) no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Monday, March 02, 2009, 5:00 pm.**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 3 dated, February 25, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

\_\_\_\_\_  
Printed Bidder Name

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.**



PURCHASING DEPARTMENT  
County Of Hidalgo

February 27, 2009

RE: **ADDENDUM NO.4**  
**FOR RFB No.: 2009-023-02-25-YSI**  
**"LEASE OF TOWER OF SPACE"-**  
**HIDALGO COUNTY**

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 4, PAGE 1 OF 1** in connection with "**HIDALGO COUNTY**"-request for bids for "**LEASE OF TOWER SPACE**".

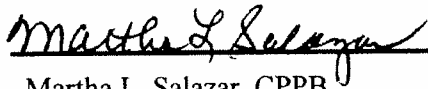
Please add this **ADDENDUM NO. 4** to you bid packet so as to permit your company to submit a complete bid. See original bid packet LEGAL NOTICE page 3 paragraph 9.

**Acknowledge receipt of ADDENDUM NO. 4** by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO [yvette.islas@co.hidalgo.tx.us](mailto:yvette.islas@co.hidalgo.tx.us) .

If you do not receive all pages of **ADDENDUM NO. 4** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 4** will complete your RFQ packet for "**LEASE OF TOWER SPACE**"-**HIDALGO COUNTY**.

Thank you for your prompt attention to this matter.



Martha L. Salazar, CPPB  
Hidalgo County Purchasing Agent

BY: \_\_\_\_\_

ADDENDUM NO. 4  
ACKNOWLEDGMENT OF RECEIPT

\_\_\_\_\_  
COMPANY NAME

MLS/ysi  
Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo

**ADDENDUM NO. 4**

**FEBRUARY 27, 2009**

**“LEASE OF TOWER SPACE”**

**RFB NO.: 09-023-02-25-YSI**

**PLEASE NOTE THE FOLLOWING CHANGES:**

1. **Bid opening date has changed** from Wednesday, March 4, 2009 at 9:30 am to **Wednesday, March 11, 2009 at 9:30 am.**
2. All written inquiries will be accepted via facsimile at 956-318-2626 or e-mail at yvette.islas@co.hidalgo.tx.us no later than Wednesday, February 18, 2009 at 5:00 pm. **Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than Friday, March, 6 2009, 5:00 pm.**

I, \_\_\_\_\_, acknowledge receipt of ADDENDUM NO. 4 dated, February 27, 2009, for RFB –“LEASE OF TOWER SPACE”-HIDALGO COUNTY.

\_\_\_\_\_  
Printed Bidder Name

\_\_\_\_\_  
Date

**NOTE: PLEASE SUBMIT THIS ADDENDUM WITH YOUR BID PACKET, IN ORDER TO COMPLETE THE BID.**

## EXHIBIT "B"

**EXHIBIT "B"**

**HIDALGO COUNTY "LEASE OF TOWER SPACE"**

**RFB No. 2009-023-02-25-YSI**

**BID PAGE**

<b><u>BID PER:</u></b>	<b><u>BID AMOUNT:</u></b>
<b>MONTH</b>	<b>\$ 976.80</b>

**BIDDER'S INFORMATION:**

BIDDER/COMPANY NAME: McAllen Communications Co., Inc.

ADDRESS: P. O. Box 1139

CITY/STATE/ZIP CODE: Edinburg, TX 78540-1139

PHONE & FAX NO'S: (956) 383-1960, (956) 380-0112 fax

CELLULAR NO: (956) 605-4895

E-MAIL ADDRESS: vicki@mcallenfranch.com

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINTED NAME: James A. McAllen

TITLE President

**EXHIBIT "C"**  
**INSURANCE REQUIREMENTS**

<b>ACORD<sup>TM</sup> CERTIFICATE OF PROPERTY INSURANCE</b>		DATE <b>03-30-09</b>
PRODUCER R. B. Carter Agency Box 128 Elsa, Tx 78543	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.	
<b>COMPANIES AFFORDING COVERAGE</b>		
COMPANY A First National Ins. Co.		
COMPANY B		
COMPANY C		
COMPANY D		
INSURED McAllen Communications Co., Inc. Box 1139 Edinburg, Tx 78539		

**COVERAGES**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	COVERED PROPERTY	LIMITS
A	<input checked="" type="checkbox"/> PROPERTY	04CC215875-1	04-16-08	04-16-09	<input checked="" type="checkbox"/> BUILDING	\$ 36,100.
	CAUSES OF LOSS				<input checked="" type="checkbox"/> PERSONAL PROPERTY	\$ 20,000.
	<input type="checkbox"/> BASIC	04CC215875-2	04-16-09	04-16-10	<input type="checkbox"/> BUSINESS INCOME	\$
	<input type="checkbox"/> BROAD				<input type="checkbox"/> EXTRA EXPENSE	\$
	<input checked="" type="checkbox"/> SPECIAL				<input type="checkbox"/> BLANKET BUILDING	\$
	<input type="checkbox"/> EARTHQUAKE				<input type="checkbox"/> BLANKET PERIS PROP	\$
	<input type="checkbox"/> FLOOD				<input type="checkbox"/> BLANKET BLDG & PP	\$
						\$
						\$
						\$
	<b>INLAND MARINE</b>					\$
	TYPE OF POLICY					\$
	CAUSES OF LOSS					\$
	<input type="checkbox"/> NAMED PERILS					\$
	<input type="checkbox"/> OTHER					\$
	<b>CRIME</b>					\$
	TYPE OF POLICY					\$
						\$
	<b>BOILER &amp; MACHINERY</b>					\$
						\$
	<b>OTHER</b>					\$
						\$

LOCATION OF PREMISES/DESCRIPTION OF PROPERTY

SPECIAL CONDITIONS/OTHER COVERAGES

<b>CERTIFICATE HOLDER</b> Hidalgo County Attn: Purchasing Dept 2812 S. Highway Bus 281 Edinburg, Texas 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> 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 COMPANY, OR AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>G. I. Carter</i> G. I. Carter
--	--



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03-30-09

<b>PRODUCER</b> R. B. Carter Agency Box 128 Elsa, Texas 78543 956-262-1368	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.												
<b>INSURED</b> McAllen Communications Co, Inc P. O. Box 1139 Edinburg, Tx 78540	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURERS AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A: First National Ins. Co</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> </table>	INSURERS AFFORDING COVERAGE	NAIC #	INSURER A: First National Ins. Co		INSURER B:		INSURER C:		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
INSURER A: First National Ins. Co													
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	ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	04CC215875-1	04-16-08	04-16-09	EACH OCCURRENCE \$ 500,000. DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 500,000. PRODUCTS - COM/OP AGG \$ 500,000.
		GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC	04-CC215875-2	04-16-09	04-16-10	
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> W/C STATL. TORY LIMITS <input type="checkbox"/> OTH. ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Additional Insured.

<b>CERTIFICATE HOLDER</b> Hidalgo County Attn: Purchasing Department 2812 S. Highway Bus. 281 Edinburg, Tx 78539	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> 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 G. L. Carter <i>[Signature]</i>
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AI-14979

13.C.1.

**Requesting approval of Certificate of Substantial Completion for Solar Powered Lights  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Rocio Villarreal, PURCHASING DEPT.  
**Submitted For:** Rocio Villarreal  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 2

**Information**

**CAPTION**

Requesting approval of a "Certificate of Substantial Completion" with Sol Technologies, reflecting the substantial completion date of March 27, 2009 for the "South Tower CRC Park Solar Powered Lights." C-08-388-12-09

**BACKGROUND**

AIA Document G704 - 2000 (Project # 07-1004C/)

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1287-466-00-122-022-0-739  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in PO#616865 is \$99,200.00 for SOL Technologies LLC.

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1212-466-00-122-022-0-739  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Amount available in PO#616865 is \$90,000.00 for SOL Technologies LLC.

Total PO amount is \$189,200.00

**Attachments**

Link: [Certificate of Substantial Completion](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	04/08/2009 05:07 PM	APRV
2		Budget & Management	Dina Trevino	04/08/2009 05:33 PM	APRV
3		Auditor's Office	Angela Garcia	04/09/2009 08:05 AM	APRV
4		Roland Garcia	Rolando Garcia	04/09/2009 10:09 AM	APRV
5		Budget & Management	Veronica Lopez	04/09/2009 10:17 AM	APRV

Form Started By: Rocio Villarreal

Started On: 04/08/2009 01:34  
PM

Final Approval Date: 04/09/2009

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# AIA<sup>®</sup> Document G704<sup>™</sup> – 2000

## Certificate of Substantial Completion

**PROJECT:**  
(Name and address):  
South Tower CRC/Park Pending  
Construction Items: Solar Powered  
Lights, Alamo, Texas

**PROJECT NUMBER:** 07-1004C/  
**CONTRACT FOR:** General Construction  
**CONTRACT DATE:** PO # 616865 dated 2/2/09

**OWNER:**   
**ARCHITECT:**   
**CONTRACTOR:**   
**FIELD:**   
**OTHER:**

**TO OWNER:**  
(Name and address):  
Hidalgo County  
100 E. Cano, Edinburg, Texas 78539

**TO CONTRACTOR:**  
(Name and address):  
Sol Technologies, 606 S. Missouri Dr.,  
Weslaco, Texas 78596

**PROJECT OR PORTION OF THE PROJECT DESIGNATED FOR PARTIAL OCCUPANCY OR USE SHALL INCLUDE:**

ENTIRE PROJECT

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

**Warranty**

**Date of Commencement**

Reynaldo Vargas, Architect, Inc. dba  
V-A Architecture

March 27, 2009

ARCHITECT

BY 

DATE OF ISSUANCE

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

**Cost estimate of Work that is incomplete or defective: \$ 0.00**

The Contractor will complete or correct the Work on the list of items attached hereto within Zero ( 0 ) days from the above date of Substantial Completion.

Sol Technologies

March 27, 2009

CONTRACTOR

BY 

DATE

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at \_\_\_\_\_ (time) on \_\_\_\_\_ (date).

Hidalgo County

OWNER

BY

DATE

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

ALL RESPONSIBILITIES SHALL CEASE FOR THE CONTRACTOR AND COMMENCE FOR THE OWNER ON MARCH 27, 2009 at 5:00 pm.

AI-14980

13.D.1.

Pct 4-WA#1-Quintanilla, Headley & Associates, Inc.-C-08-433-11-04

CC REGULAR

**Date:** 04/14/2009

**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 \$ 3,200.00 from Quintanilla, Headley & Associates, Inc. for surveying services for "PAVED/UN-PAVED COUNTY ROADS PROJECTS" (on an as needed basis)" within Hidalgo County Pct. No. 4, in connection with Contract No. C-08-433-11-04 for (Cesar Chavez Road North and South of Mile 19 North Road).

**BACKGROUND**

Work Authorization No. 1-QHA-C-08-433-11-04

**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:**

Funding available as of 4-9-09

**Attachments**

Link: [letter](#)

Link: [fee breakdown](#)

Link: [hourly rates](#)

Link: [scope of services by surveyor](#)

Link: [scope of services by owner](#)

Link: [work schedule WA](#)

Link: [WORK AUTHORIZATION](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 05:08 PM	APRV
2	Budget & Management	Dina Trevino	04/08/2009 05:33 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/09/2009 01:43 PM	APRV
4	Auditor's Office	Angela Garcia	04/09/2009 03:25 PM	APRV

5 Manuel Chapa

04/09/2009 03:51 PM PEND

Form Started By: Letty Saenz

Started On: 04/08/2009 01:45  
PM

Final Approval Date: 04/09/2009

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# County of Hidalgo Pct. #4

Commissioner Oscar L. Goza Jr.  
1051 N. Doolittle Road  
Edinburg Texas 78542-0337

## MEMO

DATE: APRIL 06, 2009  
TO: PURCHASING DEPARTMENT  
C/O LETICIA "LETTY" SAENZ CONTRACTS MANAGER  
FROM: HIDALGO COUNTY PCT. #4  
REF: WORK AUTHORIZATION #1 "CESAR CHAVEZ RD"  
(NORTH & SOUTH OF MILE 19)  
C-08-433-11-04

HIDALGO COUNTY PRECINCT #4 IS HEREBY REQUESTING THE FOLLOWING  
WORK AUTHORIZATION #1 IN THE AMOUNT OF \$3,200.00 FOR  
QUINTANILLA, HEADLEY AND ASSOCIATES, INC., BE PLACED ON THE  
NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM ACCOUNT # 9-1204-431-00-124-  
007-0-731

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR  
OFFICE, THANK YOU.

RUMALDO MUNOZ, JR.   
ACCOUNTS PAYABLE CLERK

CC: COUNTY FILES  
ATTACHMENTS: WORK AUTHORIZATION #1

**ATTACHMENT "E"**

**FEE BREAKDOWN SCHEDULE**

**Hidalgo County Precinct No. 4  
Paved/Unpaved County Roads  
Surveying  
Contract No. 08-433-11-04**

**Work Authorization No.1  
Cesar Chavez Road**

**Surveying Fee: \$ 3,200.00**

## **ATTACHMENT “D”**

### **SURVEYOR’S HOURLY RATES**

Hidalgo County Precinct No. 4  
Paved/Unpaved County Roads  
Surveying Contract No. C-08-433-11-04

#### **Work Authorization No.1 Cesar Chavez Road**

1. Registered Professional Engineer	\$ 150.00
2. Registered Professional Land Surveyor	\$ 150.00
3. Three Man Survey Crew	\$ 125.00
4. Computer Technician	\$ 85.00
5. Administrative	\$ 60.00
6. Research	\$ 50.00

## **ATTACHMENT “B”**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE SURVEYOR**

**Hidalgo County Precinct No. 4  
Paved/Unpaved County Roads  
Surveying Contract No. C-08-433-11-04  
Work Authorization No.1  
Cesar Chavez Road**

1. Topography to establish centerlines, right of ways, locates all structures within the existing right of ways.
2. Prepare right of way layout

## **ATTACHMENT "A"**

### **SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER**

**Hidalgo County Precinct No. 4  
Paved/Unpaved County Roads  
Surveying  
Contract No. 08-433-11-44**

**Work Authorization No.1  
Cesar Chavez Road**

#### **GENERAL**

The Owner will provide to the Surveyor the following:

1. Provide the authorization to proceed with services
2. Payment for work performed by the Surveyor and accepted by the Owner in accordance with Article 6 of this Agreement.
3. Assistance to the Surveyor, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Surveyor cannot easily obtain.
4. Provide any available relevant data the Owner may have on file concerning the project.

## **ATTACHMENT “C”**

### **WORK SCHEDULE**

**Hidalgo County Precinct No. 4  
Paved/Unpaved County Roads  
Surveying Contract No. C-08-433-11-04**

#### **Work Authorization No.1 Cesar Chavez Road**

The **Surveyor** shall provide the deliverables for this work authorization as follows:

- Field surveying-within 1 week from the date of the notice to proceed

# HIDALGO COUNTY

Professional Surveying Services

Contract # C-08-433-11-04

Work Authorization Form

## WORK AUTHORIZATION No. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between HIDALGO COUNTY, action herein by and through the Commissioner's Court, hereinafter called the "Owner," and, Quintanilla, Headley and Associates, Inc., professional surveyor of Edinburg, Texas, hereinafter called "Surveyor".

### PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Surveyor to provide surveying for: Cesar Chavez Road north and south of Mile 19 North Road.

The scope of services to be provided by the Surveyor is identified in *ATTACHMENT "B" - Scope of Services to be Provided by the Surveyor* attached hereto.

### PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is \$ 3,200.00. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ATTACHMENT "E".

### PART 3. PAYMENT

Compensation and payment to the Surveyor for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 6 of the Agreement.



**THE SURVEYOR:**  
(Quintanilla, Headley and Associates, Inc.)

**THE OWNER:**  
HIDALGO COUNTY

-----  
**By: Alfonso Quintanilla, R.P.L.S.**

-----  
**By: Juan D. Salinas, County  
Judge**

**ATTEST:**

-----  
**By: Arturo Guajardo, Jr., County Clerk**

### **LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Service to be Provided by the Surveyor
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Surveying Hourly Rates
- ATTACHMENT "E" - Fee Breakdown Schedule

AI-14936

13.E.1.

**Approval of Application  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Nilda Cavazos, PURCHASING DEPT.  
**Submitted For:** Nilda Cavazos  
**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department      **Purchasing only:** Buildings & Grounds

**Information**

**CAPTION**

Approval and authorization to submit application for a charge account with Hi-Tech Irrigation

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-419-40-220-001-0-609  
**FUNDS AVAILABLE Y/N?:**      **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Available balance is \$32,809.13 as of 4/8/09.

**Attachments**

Link: [Hi-tECH](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department (Originator)	Marty Salazar	04/08/2009 01:19 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:23 PM	APRV
3	Dale Kennan	Dale Kennan	04/08/2009 02:45 PM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW
Form Started By: Nilda Cavazos			Started On: 04/06/2009 03:58 PM	
Final Approval Date: 04/09/2009				

HI-TECH IRRIGATION, INC.

Charge Account Application  
 APPLICANT-Please read the following before completing this form:  
 (1)Applicant represents that the information given in this Application is complete and accurate and authorizes us to check with credit reporting agencies, credit references, and other sources we deem appropriate in investigating the information given.(2)This Application must be signed by a representative of the company authorized to enter into contractual agreements.(3)Corporations in business less than 2 years, and all partnerships and proprietorships, must complete the personal Guaranty section by owner, general partner, or authorized officer of the company.(4)PLEASE READ AND SIGN BELOW BEFORE SUBMITTING THIS APPLICATION.

Company Name (Full Legal Name) Hidalgo County Buildings 26000-15 Parent Company (If Applicable) ---  
 Doing Business As (DBA) --- Address ---

Billing Address (If P.O. Box, please include physical address) P.O. Box 1356 City, State, Zip 3100 S. Bus 581 Phone 956-289-7850  
Edinburg TX 78539 Billing Contact ALMA SS# ---

TRADE REFERENCES (At least one reference must equal credit requested)

Name Sperwin Williams Address, City, State Edinburg Phone 383-3101  
 Name Matt's Ash & Carry Address, City, State Pharm Phone 787-5561  
 Name Border States Address, City, State 1924 W. Trenton Edinburg Phone 618-2874  
 Name Rio Grande Plumbing Address, City, State 1010 E. Pecan Walker Phone 686-9557

BANK REFERENCE

Name NA Address --- Acct. # --- Phone ---

IF BUSINESS IS A PROPRIETORSHIP OR PARTNERSHIP THE FOLLOWING MUST BE COMPLETED BY AN OWNER OR GENERAL PARTNER

First Name --- Middle Initial --- Last Name --- SS# --- DRIVER'S LICENSE# ---

Home Address NA Phone ---  
 City --- State --- Zip Code ---

NOTICE TO THE BUYER:(1)DO NOT SIGN THIS CHARGE ACCOUNT APPLICATION BEFORE YOU HAVE BEEN GIVEN A COPY OF THE CHARGE ACCOUNT AGREEMENT ("AGREEMENT") THAT RELATES TO THIS APPLICATION, BEFORE YOU HAVE READ IT, OR IF IT CONTAINS ANY BLANK SPACE. A COPY OF THE AGREEMENT IS ATTACHED TO THIS APPLICATION. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THE AGREEMENT. (3) KEEP THE AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (4) ANY PERSON SIGNING THIS APPLICATION REPRESENTS (1) THAT THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; THAT THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THIS APPLICATION, AND (B) THE PERSON SIGNING THIS APPLICATION TO EXECUTE THIS APPLICATION ON ITS BEHALF. YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF HI-TECH IRRIGATION, INC. CHARGE ACCOUNT AGREEMENT THAT RELATES TO THIS APPLICATION, WHICH IS HEREBY INCORPORATED BY REFERENCE AND MADE A PART OF THIS APPLICATION. THE PERSON SIGNING BELOW CERTIFIES THAT ALL INFORMATION PROVIDED IS TRUE AND CORRECT AND AGREES THAT THERE IS NO BINDING CONTRACT UNTIL YOUR CREDIT IS APPROVED AND ACCEPTED AT ITS OFFICES AT H.T.I. IN SAN JUAN, TX. YOU AGREE THAT, IN THE EVENT CREDIT IS EXTENDED TO YOU PURSUANT TO A CHARGE ACCOUNT, ALL DELINQUENT BALANCES UNDER SUCH ACCOUNT SHALL EARN INTEREST AT THE HIGHEST RATE ALLOWED BY LAW.

Signature of Buyer's Authorized Representative

Name (Printed)

HI-TECH IRRIGATION INC.  
CHARGE ACCOUNT AGREEMENT

1. **General:** This Agreement ("Agreement") governs the use of your Hi-Tech Irrigation, Inc. Charge Account (your "Account") which shall be used for the purchase of merchandise and/or services from Hi-Tech Irrigation, Inc. (collectively referred to herein as "Seller"). In this Agreement, which incorporates by reference the application ("Application"), and in your billing statement ("Statement") "we", "us", and "our" refer to Hi-Tech Irrigation, Inc. holders of this Agreement on your Account. The words "you" and "your" refer to the business of other organization described on the Application, each person who signs the Application for this Account on behalf of such business, and each other person authorized by any of the foregoing persons to use this Account.
2. **Notice of Approval:** This Agreement shall not be binding or enforceable upon us until we have approved your Application and opened an Account for you. Your Application will be considered approved when we give notice of approval to you. This notice will describe the type of Account we have agreed to open for you.
3. **Assignment:** We have the right to assign all or part of your account to a third party without prior notice to you. All of our rights under this Agreement and any related guaranty will apply to any other holder of this Agreement or assignee of the Account. You may not assign any of your rights or obligations under this Agreement or the Account without our prior written permission. We do not have to give you our written permission to make an assignment.
4. **Account for Business Purposes Only:** This Account will be opened in the name of the business identified for that purpose in the Application for this Account. This Account is established only for the purpose of purchasing goods and/or services to be used for business, commercial or organizational purposes on behalf of the business. You agree that a breach by you of the provisions of this Section 4 will not affect our right to enforce your promise to pay for all amounts owed under this Agreement. Any person signing the Application attests that the buyer is a valid business entity in good standing under the laws of the jurisdiction of its organization, or a qualified religious, educational or other non-profit entity, or a government agency or instrumentally and that the buyer has authorized (1) the execution of the Application and (2) the person signing the Application has the authority to execute the Application on its behalf.
5. **Promise to Pay:** You may buy from the Seller goods and/or services described in the sales invoice(s) for the cash price(s) shown on such Invoice(s). By signing this Agreement, you have requested that we establish this Account for your business use and that we permit you to finance your purchase from the Seller on credit under the terms of this Agreement. You agree that your promise to pay as contained in this section, will apply to all purchases made by any of your employees, agents or representatives, regardless of whether or not the purchase

was later determined not to be authorized by and for the benefit of that business. Until we give you written notice of a change in terms, all purchases of good and/or services charged to this Account made from the 1<sup>st</sup> day of the preceding calendar month through the 31<sup>st</sup> day of the preceding calendar month will be shown on a billing statement for that period and payment for all such purchases is due in full by the Tenth day of the next calendar month.

6. **Default/Late Payment Charge:** In the event we do not receive your payment of the full account balance (the "New Balance") by the due date shown on your monthly billing statement, you will be in default. You agree that your default in paying the amount owing on your Account will damage us, insofar as we will incur expenses (a) associated with having to monitor and collect your Account and (b) for bank or similar credit we will have to obtain because you have not paid for your purchases in a timely fashion. We may assess a late charge on the portion of the amount remaining unpaid, at a rate permitted by applicable law. The late charge will be at a rate of 1.5% per month. (18% per annum), or the highest rate allowed by law. The late charge will be figured by applying the above-stated percentage to the adjusted balance in the Account, which we get by taking the balance you owed at the end of the previous billing period after subtracting any unpaid late charge and any payments received and credit issued during the present billing cycle. This amount will be added to your Account balance at the end of the monthly billing period while your default continues.
7. **Security Interest:** To secure your obligation to us, we retain and you hereby Guarantee a security interest under the Uniform Commercial Code in each item of merchandise and any other equipment you may own you purchase, until your account is paid in full and closed. This security interest permits us, under certain circumstances provided for by law, to take back, or repossess, the merchandise if you do not pay for it under the terms of this Agreement.
8. **Payment:** Payments are due at this address, and by the billing date, in each case as shown on your billing statement. If payments are not made at such address, are not denominated in U.S. dollars, or are not accompanied by remittance instructions, application of payments to your Account may be delayed by up to 5 business days.
9. **Terms and Conditions of Sale:** You agree that any purchase of goods and/or services charged to your Account under this Agreement will be solely governed and controlled by the terms and conditions found in the Seller's invoices, order forms and this Agreement, and any other terms set out in your purchase order or any other or different form shall not apply, even though such purchase order or other or different form may be submitted to or accepted by us in connection with a purchase.

10. **Billing and Credit Authorization:** You agree to accept our descriptive billing Accounting system for all purchases on the Account. Purchase order numbers will be provided and accepted for billing purposes; however, our invoice number will be the reference number used for billing purposes to identify purchases and transactions of goods and/or services. Some purchases will require our prior authorization and you may be asked to provide identification. If our authorization system is not working properly, we may not be able to authorize a transaction, even if you have sufficient available credit. We will not be liable to you if any of these events happens.
11. **Credit Investigation:** You authorize us to investigate your business by obtaining Credit reports and making other inquiries as we deem appropriate. Any person signing the Application authorizes us to investigate his/her personal credit history by obtaining consumer credit reports and by making direct inquiries of business where his/her accounts are maintained. You also agree that we may report your performance under this Agreement to credit bureaus and others who may lawfully receive such information. Any person signing the Application as Personal Guarantor agrees that in the event that this Account is not paid as agreed, we may report his/her liability for and the status of this Account to credit bureaus and others who may lawfully receive such information. Personal credit of the Personal Guarantor will be used in making a credit decision and a consumer report on this Personal Guarantor may be obtained. Direct inquiries of employers and business where the Personal Guarantor maintains accounts may also be made.
12. **Limiting or Terminating Use of the Account:** We may advise you of the credit limit on this Account, which we may raise, lower or cancel at any time, and you promise not to allow the outstanding balance to exceed this credit limit. We have the right at any time to limit or terminate the use of your Account, or to terminate this Agreement as it relates to future purchases, without giving you notice in advance. You may terminate this Agreement at any time, upon advance written notice to us. If you or we limit or terminate this Agreement, you agree to pay the outstanding balance of the Account according to the applicable terms of this Agreement. The Account privileges of any individual authorized to use the Account may be revoked by you, after we receive your written notice to us.
13. **Changes to this Agreement:** We may change any terms of this Agreement at any time, by furnishing you notice of the change to the extent required by applicable law. Unless prohibited by applicable law, any new or changed terms, may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions. No change to any term of the Agreement will affect your obligation or the obligation of any guarantor of this Agreement to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement or any related Guaranty.

14. **Change of Address and Governing Law:** You agree to notify us promptly if you Move. Until we receive notice of your new address, we will continue to send monthly billing statements and other notices to the address you gave on the Application for this Account. The agreement shall be governed and enforced pursuant to the laws of the state of Texas. If any provision of this Agreement is invalid or unenforceable under applicable law, that provision shall be considered totally ineffective to that extent, but the remaining provisions of this Agreement shall not be affected.
15. **Our Rights:** Subject to the requirements or limitations of applicable law, we may do any of the following without notice or an opportunity to cure, (a) declare the entire indebtedness due and payable on your Account if you fail to make any required payments when due on your Account; or (b) if your Account is sent for collection to an attorney who is not our salaried employee, charge reasonable attorneys' fees on the amount owing on your Account, plus allowable court costs.
16. **Irregular Payment/No Waiver By Us:** To the extent permitted by applicable law, If we accept any late payment or partial payment, whether or not marked as payment in full, that acceptance will not affect the due date of any other payment due under this Agreement, nor will it act as an extension of time or a waiver of any payment or amount then remaining unpaid. It will also not modify any of our rights under this Agreement.
17. **Additional Rights of Ours:** We may agree to extend the due date of any payment Under this Agreement for any length of time, release any security interest we have in connection with this Agreement, or release any other person or entity liable under this Agreement without notifying you or any Personal Guarantor of this Agreement and without releasing you or any Personal Guarantor of this Agreement from your obligation or the obligation of the Personal Guarantor to pay all amounts owing under this Agreement in full, or to otherwise perform the terms and conditions of this Agreement.
18. **Delay in Enforcement:** We can delay enforcing any of our rights under this Agreement or under applicable law, without losing any of those rights or any other rights. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later time.
19. **Certain Waivers:** You and any Personal Guarantor of this Agreement each Waives the right of "presentment" and "notice of dishonor". "Presentment means the right to require us to demand payment of amounts due under this Agreement. "Notice of dishonor" means the right to require us to give notice to other persons that amounts due under this Agreement have not been paid. You also waive demand for payment, protest, notice of protest, notice of intent to accelerate, and notice of acceleration and all other notices and demands.

20. Telephone Monitoring: We treat every customer call confidentially. To ensure that you receive accurate and courteous customer service, on occasion your call may be monitored by a second employee. You consent to your call being recorded or monitored.
21. Entire Agreement: This is the entire Agreement between you and us and no oral changes can be made.

NOTICE TO THE BUYER: (1) DO NOT SIGN THE APPLICATION AGREEMENT BEFORE YOU HAVE BEEN GIVEN A COPY OF THE AGREEMENT THAT RELATES TO THE APPLICATION, BEFORE YOU HAVE READ IT, OR IF IT CONTAINS ANY BLANK SPACE. A COPY OF THE AGREEMENT IS ATTACHED TO THE APPLICATION. (2) YOU ARE ENTITLED TO A COMPLETELY FILLED IN COPY OF THIS AGREEMENT. (3) KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS. (4) ANY PERSON SIGNING THE APPLICATION REPRESENTS (1) THAT THE BUYER IS A VALID BUSINESS ENTITY IN GOOD STANDING UNDER THE LAWS OF THE JURISDICTION OF ITS ORGANIZATION, OR A QUALIFIED RELIGIOUS, EDUCATIONAL, OR OTHER NON-PROFIT ENTITY, OR A GOVERNMENT AGENCY OR INSTRUMENTALITY; THAT THE BUYER HAS AUTHORIZED (A) THE EXECUTION OF THE APPLICATION, AND (B) THE PERSON SIGNING THE APPLICATION HAS THE AUTHORITY TO EXECUTE THE APPLICATION ON ITS BEHALF.

---

Signature of Buyer's Authorized Representative

Name (Printed)

AI-14960

13.F.1.

**Purchase of (3) Three Ford Expeditions (Fully Equipped for Law Enforcement Purposes)**

**CC REGULAR**

**Date:** 04/14/2009

**Submitted By:** Oscar Garza, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Requesting authorization for Hidalgo County to purchase (3) Three 2009 Ford Expeditions fully equipped for transportation of offenders through Philpott Motor LTD, Port Neches, Texas, the County's participation/membership with TASB Buyboard contract #281-07 in an amount not to exceed \$93,232.00 which includes delivery, buyboard fee's but not limited to optional equipment needed for a fully equipped unit for law enforcement. Project #09-184-OGG

**BACKGROUND**

As requested by Richard Ozuna, Lieutenant Administration funds have been appropriated from grant funds received.

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1284-423-00-280-042-X-741

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 4-9-09

Funds for proposed project will be used from Fiscal year 07 \$13,066.00

Funds for proposed project will be used from Fiscal year 08 \$80,166.00

Requisition #00152574

**Attachments**

Link: [09-184](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 01:42 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:51 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/09/2009 09:48 AM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Oscar Garza

Started On: 04/08/2009 10:09 AM

Final Approval Date: 04/09/2009



# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00152574

PO #

Date: 04/06/09

Bill To: x  
x

**Vendor :** 220779  
PHILPOTT MOTORS LTD  
P.O. BOX 876  
PORT NECHES TX 77651  
FAX (254)865-9118

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

**Contact:** M. HINOJOSA  
956-393-6024

**Contract No:**

**Special Instructions:**

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
3.00	EACH	FULL EQUIPED 2009 FORD EXPEDITION W/ EMERGENCY LIGHTS AND DECALS	22,177.00	66,531.00
1.00	LOT	PUBLISHED OPTIONS (3 @ \$7,618 EA. = \$13,635.)	13,635.00	13,635.00
1.00	LOT	1 PUBLISHED OPTIONS (3 @ \$ 7,618 EA. = \$ 13,635)	9,219.00	9,219.00
3.00	EACH	UNPUBLISHED OPTIONS	1,149.00	3,447.00
1.00	LOT	BUY BOARD ADMINISTRATIVE FEE	400.00	400.00
		<u>Account No</u>	<u>Encumbrance</u>	
		9-1284-423-00-280-042-7-741	13,066.00	
		9-1284-423-00-280-042-8-741	80,166.00	
			Freight	.00
			Total	93,232.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

**Authorized By:** \_\_\_\_\_

**Vendor Contract Information**[Proposal Documents](#)[Back](#)**Vendor:** Philpott Motors Ltd.**Address:** 1400 US Highway 69  
Nederland, TX 77627**Phone:** (888) 858-7801**Contact:** Alan Wiley**Email:** [awiley0845@aol.com](mailto:awiley0845@aol.com)**Website:** [www.philpottmotors.com/](http://www.philpottmotors.com/)**Federal ID:** 76-0608365**Accepts RFQs:** Yes**Contract:** Vehicles #281-07**Effective Date:** 10/1/2007**Expiration Date:** 9/30/2010**Fee Schedule:** Purchase order fee of \$400 will apply & be collected by dealer.**Payment Terms:** Net 30**Delivery Days:** 120**Shipping Terms:** Freight prepaid by vendor**Freight Terms:** FOB Destination**Ship Via:** Common Carrier**Quote Reference Number:**

281-07

**Regions Served:** All Texas Regions**States Served:** All States**Additional Information:** Purchase order fee of \$400 will apply & be collected by dealer. All purchase orders sent to Philpott Motors must include a Written Philpott Motors Quote that matches the amount on the purchase order. Please call, fax, or e-mail your vehicle specs and a official quote will be sent to you.[\[ Log Out \]](#)©1996 - 2009 TASB  
ALL RIGHTS RESERVED

Date Entered: 4-6-09  
 Requisition #: 152574  
 Date Approved: \_\_\_\_\_  
 P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE  
 EXECUTIVE BRANCH REQUISITION  
ADMINISTRATION REQUISITION**

DATE: March 17, 2009  
 REQUESTED BY: Tereso Contreras, Quartermaster's Office  
 BUDGET: 8-1284-423-00-280-042-7-741 - 13,066.00  
 8-1284-423-00-280-042-8-741 - 80,166.00  
 OBJECT NUMBER: 741- Vehicles  
 CURRENT BALANCE: \$487,212.00  
 EXPENDITURE AMOUNT: \$93,232.00  
 NEW BALANCE: \$393,980.00  
 PURPOSE FOR EXPENDITURE: Fleet Use


LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	Fully Equipped 2009 Ford Expedition With Emergency Lights & Decals		3	Each	\$22,177.00	\$66,531.00
2	Published Options		3	Each	\$7,618.00	\$22,854.00
3	Unpublished Options		3	Each	\$1,149.00	\$3,447.00
4	Buyboard Administrative Fee (\$400 Per Purchase Order)		1	Each	\$400.00	\$400.00
						13,635. <sup>00</sup> 9,219. <sup>00</sup>


SHIPPING: (N/A) \$0.00  
 GRAND TOTAL: \$93,232.00  
 ESTIMATED DELIVERY DATE: 45-65 days after purchase order is received

INTERNAL NOTES: N/A

Awarded Vendor : Philpott Motors Company 888-858-7801  
 P.O. Box 876 CONTACT PERSON: Alan Wiley  
 Port Neches, Texas 77651 \$93,232.00

**BUYBOARD CONTRACT #281-07**

AUTHORIZED BY: \_\_\_\_\_ APPROVED BY:   
 DIVISION COMMANDER ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_ APPROVED BY:   
 PROCUREMENT SPECIALIST CHIEF DEPUTY

**CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT**  
**Vehicles**  
**BUYBOARD #281-07**

End User: HIDALGO COUNTY SHERIFF'S DEPT. Philpott Rep: ALAN WILEY 888 858-7801  
 Contact: RICHARD OZUNA Date: 12-Mar-09  
 Product Description: 2009 FORD EXPEDITION

A. Bid Series: 8 A. Base Price: \$ **22,177.00**

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
	SPECIAL SERVICE MODEL	STD	KEP	KUSTOM EQUIPMENT PACKAGE	\$ 6,900.00
	5.4L AUTOMATIC	STD		WITH REAR WINDOW SCREENS	
875	3RD ROW SEAT	\$ 718.00		SAME EQUIPMENT AS ON YOUR	
	FRONT/REAR A/C AND HEAT	STD		LAST ORDER PO# 599195	
	AM-FM CD TILT/CRUISE	STD			
	ONLY FOUR (4) WHITE IN STOCK	WHITE			
	180 DAY DELIVERY ON ANY	IN			
	NEW ORDERS	STOCK			
	WE CAN DELIVER THESE 4	NOTE			
	UNITS IN 45-60 DAYS WITH	NOTE			
	NEW EQUIPMENT INSTALLED	NOTE			

Total of B. Published Options: \$ **7,618.00**

C. Unpublished Options [Itemize each below, not to exceed 25%]

\$= 3.9 %

Options	Bid Price	Options	Bid Price
MOTOROLA CDM1550 VHF RADIO	\$ 599.00		
160 CHANNEL CAPABLE 45 WATT			
SAL'S GRAPHICS PACKAGE	\$ 250.00		
EMERGENCY EQUIPMENT PRICE	\$ 300.00		
INCREASE AS OF JANUARY 01, 2009			

Total of C. Unpublished Options: \$ **1,149.00**

D. Contract Price Adjustment: \_\_\_\_\_

E. Delivery Charges: \_\_\_\_\_ miles \$ **-**

F. Total of A + B + C + D + E = F \$ **30,944.00**

G. Quantity Ordered 3 x F = \$ **92,832.00**

H. BUYBOARD Administrative Fee (\$400 per purchase order) \$ **400.00**

I. Non-Equip Charges & Credits \_\_\_\_\_

J.

TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE

\$ 93,232.00

AI-14967

13.F.2.

**Purchase of (2) 77 Passenger Buses & (1) 47 Passenger Bus  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Oscar Garza, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Sheriff's Office

**Information**

**CAPTION**

Requesting authorization for Hidalgo County to purchase (2) two 77 Passenger Buses and (1) one 47 Passenger Bus from Longhorn Bus Sales, Ltd, Houston Texas, TASB-awarded vendor through the County's participation/membership with TASB Buyboard Cooperative Contract #306-08 in an amount not to exceed \$392,013.00 which includes, but is not limited to delivery, buyboard fee's and other accesories as described on attachments- Project #09-185-OGG.

**BACKGROUND**

Propose purchase will allow prison transport which includes police emergency equipment, prisoner cages and graphics.

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1284-423-00-280-042-8-741  
**FUNDS AVAILABLE Y/N?:** YES      **MATCHING FUNDS Y/N?:** NO

**BUDGETARY IMPACT:**

Funding available as of 4-9-09  
Requisition#152582

**Attachments**

Link: [09-185](#)  
Link: [09-185-2](#)  
Link: [09-185-3](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 01:48 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	04/09/2009 11:48 AM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Oscar Garza      Started On: 04/08/2009 10:40 AM

Final Approval Date: 04/09/2009



**Requisition**  
**SHERIFF'S LAW ENFORMENT FACILITY**

Req # 00152582

PO #

Date: 04/06/09

Bill To: x  
x

Vendor: 369063  
LONGHORN BUS SALES, LTD  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028  
FAX (713)631-4634

Ship To: SHERIFF'S LAW ENFORMENT FACILITY  
711 EL CIBOLO RD.  
EDINBURG TX 78539

Contact: M. HINOJOSA  
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	77-PASSANGER CONV. STLYE (PRISON TRANSPORT TO INCLUDE POLICE EMERGENCY EQUIPMENT, PRISONER CAGES AND GRAPHICS)	136,776.00	273,552.00
1.00	EACH	47-PASSANGER CONV. STYLE (\$400 PER PURCHASE ORDER/PRISON TRANSPORT TO INCLUDE POLICE EMERGENCY EQUIPMENT, PRISONER CAGES AND GRAPHICS)	117,661.00	117,661.00
1.00	EACH	BUY BOARD FEE	800.00	800.00
		Account No	Encumbrance	
		9-1284-423-00-280-042-8-741	392,013.00	
			Freight	.00
			Total	392,013.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: \_\_\_\_\_

Date Entered: 04-06-09  
 Requisition #: 152582  
 Date Approved: \_\_\_\_\_  
 P.O. # \_\_\_\_\_

**HIDALGO COUNTY SHERIFF'S OFFICE  
 EXECUTIVE BRANCH REQUISITION  
ADMINISTRATION REQUISITION**

DATE: March 17, 2009  
 REQUESTED BY: Tereso Contreras, Quartermaster's Office  
 BUDGET: 8-1284-423-00-280-042-7-741  
 8-1284-423-00-280-042-8-741  
 OBJECT NUMBER: 741- Vehicles  
 CURRENT BALANCE: \$393,980.00  
 EXPENDITURE AMOUNT: \$392,013.00  
 NEW BALANCE: \$1,967.00  
 PURPOSE FOR EXPENDITURE: Fleet Use

LINE #	ITEM & DESCRIPTION	ITEM #	QTY	UOM	UNIT PRICE	AMOUNT
1	77- Passanger Conv. Style (Prison Transport to include police Emergency Equipment, Prisoner Cages & Graphics		2	Each	\$136,776.00	\$273,552.00
2	47- Passanger Conv. Style (\$400 Per Purchase Order) (Prison Transport to include police Emergency Equipment, Prisoner Cages & Graphics		1	Each	\$117,661.00	\$117,661.00
3	Buyboard Fee (per purchase order)		1	Each	\$800.00	\$800.00

\* Quote Reference Number: 306-08

SHIPPING: (N/A) \$0.00  
 GRAND TOTAL: \$392,013.00  
 ESIMATED DELIVERY DATE: 120 Days after purchase order is received  
 INTERNAL NOTES: N/A

Awarded Vendor : Longhorn Bus Sales 800-392-5356  
 6921 Homestead Road CONTACT PERSON: Robert Lofgren  
 Houston, Tx 77028 \$392,013.00

**BUYBOARD CONTRACT #306-08**

AUTHORIZED BY: \_\_\_\_\_  
 DIVISION COMMANDER

APPROVED BY:   
 ADMINISTRATIVE LIEUTENANT

REVIEWED BY: \_\_\_\_\_  
 PROCUREMENT SPECIALIST

APPROVED BY:   
 CHIEF DEPUTY

**Vendor Contract Information**

Proposal Documents

[Back](#)

**Vendor:** Longhorn Bus Sales  
**Address:** 6921 Homestead Road  
Houston, TX 77028  
**Phone:** (800) 392-5356  
**Contact:** Robert Lofgren  
**Email:** rlofgren@lhb-tx.com  
**Website:** www.lhb-tx.com  
**Federal ID:** 20-0538136

**Accepts RFQs:** Yes

**Contract:** School Buses, All Options & Parts #306-08

**Effective Date:** 10/1/2008

**Expiration Date:** 9/30/2011

**Payment Terms:** Net 30 days

**Delivery Days:** 120

**Shipping Terms:** FOB Destination

**Freight Terms:** FOB Destination

**Ship Via:** Best Way

**Quote Reference Number:**

306-08

**Regions Served:** All Texas Regions

**States Served:** Texas

**Vendor Exceptions:** None

**Return Policy:** Case by case.

[\[ Log Out \]](#)

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**Vendor Contract Information**

[Proposal Documents](#)

[Back](#)

**Vendor:** Longhorn Bus Sales  
**Address:** 6921 Homestead Road  
Houston, TX 77028  
**Phone:** (800) 392-5356  
**Contact:** Robert Lofgren  
**Email:** [riofgren@lhb-tx.com](mailto:riofgren@lhb-tx.com)  
**Website:** [www.lhb-tx.com](http://www.lhb-tx.com)

**Federal ID:** 20-0538136

**Accepts RFQs:** Yes

**Contract:** School Buses, All Options & Parts #306-08

**Effective Date:** 10/1/2008

**Expiration Date:** 9/30/2011

**Payment Terms:** Net 30 days

**Delivery Days:** 120

**Shipping Terms:** FOB Destination

**Freight Terms:** FOB Destination

**Ship Via:** Best Way

**Quote Reference Number:**

306-08

**Regions Served:** All Texas Regions

**States Served:** Texas

**Vendor Exceptions:** None

**Return Policy:** Case by case.

[\[ Log Out \]](#)

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K

Richard,

Attached are the proposals for the 3 units you have requested on BUYBOARD. Our contract number is: 306-08.

The description and price are:

77-Passenger Conv. Style <u>Longhorn Bus Sal</u> .....	2 @ \$136,776.00	\$ 273,552.00
47-Passenger Conv. Style <u>Longhorn Bus Sal</u> .....	1 @ \$117,661.00	\$ 117,661.00
	Sub total	<u>\$ 391,213.00</u>
Buy Board Fee (per purchase order) .....		800.00
		<u>\$ 392,013.00</u>

Thank you for this opportunity to provide these units.

Sincerely,

Jim Connell  
Commercial bus sales Manager  
Longhorn Bus Sales, Ltd  
713 631-9306

March 16, 2009

**Prepared For:**  
Hidalgo County Sheriff  
Richard Ozuna  
711 W El Cibolo Rd.  
Edinburg, TX 78541-9848  
(956)393 - 6022  
Reference ID: N/A

**Presented By:**  
LONGHORN BUS SALES  
James Connell  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2010 INTEGRATED CE C BUS (PC105)**

<b>MISSION:</b>	Requested GVWR: 29800. Calc. GVWR: 29800 Calc. Start / Grade Ability: 21.30% / 2.03% @ 55 MPH Calc. Geared Speed: 85.3 MPH
<b>FUEL ECONOMY:</b>	9.62 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 276.00, CA: N/A, Axle to Frame: 157.00
<b>ENGINE, DIESEL:</b>	{International MaxxForce 7} 230 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 230 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2500_PTS} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{International I-100SG} I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, With 190 Wheel Ends, Gear Ratio: 5.29
<b>TIRE, FRONT:</b>	(2) 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Two Stage, Vari-Rate; 19,800-lb Capacity
<b>PAINT:</b>	Cab schematic 100NB Location 1: 9219, Winter White (Std) Chassis schematic N/A

**Vehicle Specifications**  
**2010 INTEGRATED CE C BUS (PC105)**

March 16, 2009

**Description**

Base Chassis, Model INTEGRATED CE C BUS with 276.00 Wheelbase, N/A CA, and 157.00 Axle to Frame.

TOW HOOK, FRONT (2) Inside Rail, Frame Mounted.

FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm); 471.1" (11965mm) Maximum OAL

**Includes**

: CHASSIS PAINT Chassis Painted Prior to Body Mounting

: FRAME RAILS All holes Laser Aligned and Machine Punched, Powder Coated Prior to Full Assembly, Assembled in Fixture using "Grade 8" Bolts

: FRAME REINFORCEMENT, SPECIAL 3.30" x 1.80" x 0.312" x 31.50" Inverted "L" in Front Shock Absorber Mounting Area

BUMPER, FRONT Full Width, Aerodynamic, Heavy Duty, Steel

**Includes**

: BUMPER, FRONT THICKNESS 1/4 Inch

CROSSMEMBER, REAR, AF (2)

WHEELBASE RANGE 276" (700cm) Only

AXLE, FRONT NON-DRIVING {International I-100SG} I-Beam Type, 10,000-lb Capacity

**Includes**

: AXLE, FRONT SQUARING to Plus or Minus .015 Inch, using a Special Fixture to Assure Parallelism of Springs

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers

**Includes**

: SPRING PINS 1" Diameter Bolt and Nut Type

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

**Includes**

: BRAKE CHAMBERS, SPRING (2) Rear Parking

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: INVERSION VALVE and Double Check Valve

: PARKING BRAKE VALVE Controlled by Yellow Knob, Located on Instrument Panel

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

DRAIN VALVE, AUTOMATIC {Bendix DV-2} With Heater; for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-9} With Heater

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. MGM Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM 16.5" x 7.0"; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {TRW (Ross) TAS-66} Power

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device Frame Mounted Right Side, Includes Long Horizontal Tail Pipe

**Includes**

: PLEASE NOTE: The Horizontal Tailpipe Includes a Temperature Control Device

TAIL PIPE Long Horizontal, Exits Right Side Through Bumper

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

**Includes**

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: TURN SIGNAL FLASHER

: TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors; Flush Mounted

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  
: WIRING, CHASSIS Color Coded and Continuously Numbered  
HORN, ELECTRIC (2)  
ALTERNATOR {Leece-Neville 4949PA} Brush Type; 12 Volt 270 Amp. Capacity, Pad Mounted  
BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total  
HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights  
FOG LIGHTS (2) Clear, Oval, With H355W Halogen Bulb  
LIGHTS TURN ADDITIONAL Amber, Mounted at Rear of Front Fender  
INDICATOR, LOW COOLANT LEVEL With Audible Alarm  
STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch  
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses  
HOOD TILT ASSIST {EASY TILT} Mechanical  
FRONT END Tilting, Fiberglass, With Three Piece Construction

Includes

: AIR INTAKE SYSTEM Integrated Pre-Cleaning System to Enhance Air Filter Life  
: GRILLE Removable; Fiberglass Painted Hood Color  
: SPLASH SHIELD Integral with Front End Assembly  
CHASSIS PAINT Full Chassis  
PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "NB"  
PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.  
CLUTCH Omit Item (Clutch & Control)  
ENGINE, DIESEL {International MaxxForce 7} 230 HP @ 2600 RPM, 620 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 230 Peak HP (Max)

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated  
: ENGINE OIL DRAIN PLUG Magnetic  
: ENGINE SHUTDOWN Electric, Key Operated  
: FUEL FILTER Engine Mounted  
: FUEL HEATER Included with Fuel/Water Separator  
: FUEL/WATER SEPARATOR Engine Mounted  
: GLOW PLUG Automatic with Indicator Light  
: OIL FILTER, ENGINE Spin-On Type  
FAN DRIVE {Borg-Warner Series 790} Viscous Screw On Type

Includes

: FAN Nylon  
THROTTLE, HAND CONTROL Electronic  
RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler

Includes

: ANTI-FREEZE Red Shell Rotella Extended Life Coolant -40F (-40C)  
: DEAERATION SYSTEM with Surge Tank  
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps  
: RADIATOR HOSES Premium, Rubber  
AIR CLEANER Single Element

Includes

: AIR CLEANER with Vacuator  
: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted  
CRUISE CONTROL Electronic  
GOVERNOR Electronic Road Speed Type; for International Electronic Engines and Bus Models; With 55 MPH Default  
ENGINE SOUND ABATEMENT PACKAGE Exterior, for International Engines With Underhood Blanket and Foam Covered Splash Shields.  
EMISSION COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies With California Clean Air Regulations  
TRANSMISSION, AUTOMATIC {Allison 2500\_PTS} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus

Includes

: OIL FILTER, TRANSMISSION Mounted on Transmission  
: TRANSMISSION OIL PAN Magnet in Oil Pan

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

TRANSMISSION OIL Synthetic; 20 thru 28 Pints

AXLE, REAR, SINGLE {Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, With 190 Wheel Ends, Gear Ratio: 5.29

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

SUSPENSION, RR, SPRING, SINGLE Two Stage, Vari-Rate; 19,800-lb Capacity

SHOCK ABSORBERS, REAR (2)

FUEL TANK Top Draw; Rectangular Steel, 65 U.S. Gal., 246 L With Protective Cage, Mounted Right Side

COWL Flat Back

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs.

Includes

: PAINT IDENTITY, FRONT WHEELS Black

: WHEEL SEALS, FRONT Grease Lubricated, Includes Wheel Bearings

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stub (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS Black

: WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings

WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings

BODY, BUS Conventional; 78" Headroom, 34'2" Body Length, 77 Passenger, 276" WB

Includes

: HEADER BUMPER Padded, Mounted Over All Doors; Upholstered to Match Passenger Seat Color

BODY CERTIFICATION TAG Metal

BODY TAG, METAL

STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel

Includes

: STEP, FRONT ENTRANCE DOOR OPENING, 35 Inch Width; Continuous Bottom to Top

SWITCH, LOCATION Omit; To be used for Multi Functional School Activity Bus or Commercial Models Only, Non Route Use

HEADLINER, BODY Conventional; 25'11"-34'11" Body Length, Perforated Full Length With Sound Insulation Full Length

STEP RISER, SLIDING DOOR (4) for Prison Bus Partition Sliding Door

FASTENERS, HEADLINER Screws

BOWS, ROOF 14 ga., One Piece Construction

LIGHT BARS Plastic

SKIRT, BODY for Conventional, 14 1/2", 16ga

Includes

: SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets

PARTITION, BODY Wire Mesh; (01) Prison Bus, Includes Sliding Door and Lock

TIE DOWNS, BODY Grade 8 Bolts, Every Body Section

Includes

: TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning

BODY, REAR Includes Emergency Door

SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Length

FLOOR, BODY With Wheel Wells

SUPPORTS, REAR BUMPER Bolted to Frame

BUMPER, REAR Painted; 12" High, 3/16" Thick, With 7" Hole for Exhaust

TOW HOOK, LEFT REAR (01)

TOW HOOK, RIGHT REAR (01)

LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated

HANDLE, ASSIST, OVER WINDSHLD Body Color

RUB RAILS, BODY (2) Steel, All Body Lengths; Floorline and Windowline

Description

CONTROL, ENTRANCE DOOR Manual Pull Type, Black  
COVER, REAR DOOR INSIDE HANDLE Partial Coverage  
FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body  
DOOR, ENTRANCE, FRONT Manual, Outward Opening, With Split Pane Glass

Includes

: DOOR, ENTRANCE, FRONT Aluminum Frame with Pin Style Hinges, Ball Bearing Assisted, Interchangeable Top and Bottom Glass  
HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance  
HOLD BACK, REAR DOOR Stationary, No Cables, With Plastic Cover  
LATCH, REAR DOOR One Point Slide Bar, Cam Operated, With One Inch Stroke  
LOCK, VANDAL, ENTRANCE DOOR for Manual, Electric Control, With Key Switch  
LOCK, VANDAL, REAR DOOR With Ignition Starter Interlock  
COMPARTMENT, BATTERY Mounted Behind Left Front Wheel Pocket, 13" x 15" x 25.5"

Includes

: BATTERY TRAY 14-1/2" x 24-3/4" Slide Out Tray with Nylon Rollers and Stops  
: DOOR - COMPARTMENT with Pin Style Hinge  
HOLD DOWN, BATTERY For (2) Standard Size Batteries  
NOISE REDUCTION, DRIVER FLOOR Insulation Covering Complete Driver Floor Area  
NOISE REDUCTION, ROOF BOW Conventional; Insulation, 31'2", 31'11", 32'8", 33'5", 34'2", 34'11", Body Lengths  
INSULATION, ROOF AND SIDES 1.50", All Models  
UNDERCOAT, FLOOR/STEPWELL/SIDES for Engine Noise Reduction  
UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec  
LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside  
ARROW, RR DOOR, INSIDE Decal; Black, .75" Stroke, Indicating Handle Direction  
STRIPING, PERIMETER, REAR Emergency Door; White, Reflective  
WIRING DIAGRAM Schematic, Electrical  
LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield  
LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser  
MONITOR, POST TRIP INSPECTION Omit  
PAINT RUB RAILS 9219 Winter White  
LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door  
PAINT HOOD AND FENDER 9219 Winter White  
PAINT COLOR, BODY EXTERIOR 9219 Winter White  
PAINT COLOR, BUMPER Rear; 0001 Canyon Black  
PAINT, RUB RAIL Flange to Flange  
PAINT COLOR, BODY INTERIOR 9384 Spring White  
HANDLE, EXTERIOR, REAR Emergency Door; White  
OPERATING INSTR, REAR Decal, Inside Rear Emergency Door  
LOGO, ROOF LINE Decal; "IC CORPORATION", Wing and Shield, Above First Passenger Window Both Sides  
PAINT FLASHER BACKGRD To Match Body Color  
SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 31'2", 31'11", 32'8", 33'5", 34'2", 34'11",  
Body Length  
WINDOW, DRIVER Laminated, Clear  
WINDOW, STOPS 12" Opening, Only With 78" Headroom  
WINDOW, SASH (26) 27" Sections, 9"x 23" Opening  
WINDOW, PASSENGER, TINT Conventional; 28% Light, Laminated Glass, 78" Headroom, With 31'2", 31'11", 32'8", 33'5", 34'2", 34'11",  
Body Length  
COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish  
SHIELD, COURTESY, AFT/DRIVER Padded, 36", Mounted Under Stanchion  
SHIELD, COURTESY, AFT ENTR DR Padded, 30", Mounted Under Stanchion  
STANCHION, AFT DRIVER Stainless Steel, 36"  
STANCHION, AFT ENTRANCE DOOR Stainless Steel, 30"  
WHEEL POCKET COVER Plastic, ABS  
AISLE POSITION Center, for balanced seating  
WINDSHIELD 3 Flat Pieces, 73% Light  
FLOOR COVERING, COLOR Black  
SEAT BACK, PASSENGER Standard Back  
FLOOR COVERING, TYPE {IC Corporation} Rubber, All Body Lengths  
STEP TREADS {IC Corporation} Rubber, With White Nosing

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

Description

FLOOR COVERING, TRIM Aluminum  
 CLAMPS, HEATER HOSE Constant Torque for Heater System  
 FAN, DEFOG FAR RIGHT (01) Mounted Right Above Windshield, Forward Entrance Door, 2-Speed Switch in Panel  
 FAN, DEFOG RIGHT CENTER 6.50" Diam., Mounted Over Windshield, 15" Right of Centerline, 2-Speed Switch in Panel  
 FILTER, HEATER AIR, DRIVER Heater, Conventional  
 FILTER, HEATER AIR, LEFT REAR For Passenger Heater, 50,000 BTU  
 HEATER, DRIVER 90,000 BTU, and Defroster Hot Water Type

Includes

: CLAMPS, HEATER HOSE Mubea Constant Tension Clamps  
 : HEATER HOSES Premium  
 HEATER, PASS, LT REAR 50,000 BTU  
 HEATER, WATER PUMP (2MPU 12) Self Priming, With Plastic Housing  
 HEATER CUT OFF, VALVE Ball, With Butterfly Handle  
 HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Forward of Driver Heater  
 ROOF VENT, FRONT Static  
 SEAT BELT, DRIVER 3 Point, With Adjustable D-Loop, With Suspension Seat  
 NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting  
 UPHOLSTERY, DRIVER SEAT, STYLE Plain, With Cloth Insert  
 UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray  
 UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers  
 UPHOLSTERY, DRIVER SEAT, TYPE Vinyl, 42 oz.  
 HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step  
 SEAT CLIPS Positive Type  
 CUSHION, SEAT 15" Depth  
 UPHOLSTERY, SEAT, STITCHING Single  
 SEAT, DRIVER (National 2000) Air Suspension, High Back With Integral Headrest, Cloth, Isolated, With 2 Position Front Cushion  
 Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding For School Bus Use  
 UPHOLSTERY, PASS SEATS, TYPE Vinyl, 42 Ounce  
 ANCHOR, SEATS To Make Seat Belt Ready, (01-02)  
 LIGHT, ENTRY DOOR Light Mounted in Skirt Behind Entrance Door, Wired To Step Light  
 LIGHTS, BACK UP (2) 7" Diameter, Clear  
 LIGHTS, TAIL, LICENSE PLATE (2) 4" Red With Light Window  
 LIGHTS, MARKER, SIDE (Truck Lite) Amber, Intermediate, Centered, Light Emitting Diode Type; Required for Units 30 Foot or Longer  
 LIGHT, STROBE, REAR Low Profile, Self Contained, Double Flash 2nd Section from Rear  
 WIRE, FEED 4 Gauge, Chassis To Body  
 SWITCH, DRIVER PANEL, TYPE Rocker  
 ALARM, BACKING (Ecco #575) 107 db  
 SWITCH, REAR DOOR BUZZER Rear Door With Knob, for State of Texas  
 CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses

Includes

: ACCESS PANEL for Body and Chassis Fuses/Circuit Breakers Located on Body Exterior; Below Driver Window  
 SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits  
 SOURCE, POWER 12 Volt DC, Mounted On Dash  
 LIGHT, DRIVER Mounted in Wiring Access Panel Left of Driver, Switch Located in Switch Panel  
 LIGHTS, DOME Conventional; Two Full Rows Rectangular Recessed Dome Lights, 31'2", 31'11", 32'8", 33' 5", 34'2", 34'11", Body Length  
 SWITCH, DOME LIGHTS, RHEOSTAT For All Dome Lights  
 LIGHT, STEP Wired to Clearance Lights  
 LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection  
 LIGHTS, CLUSTER Recessed in Cap; Amber in Front and Red in Rear  
 FLASHER SYSTEM Omit; To be Used for Multi Functional School Activity Bus or Commercial Models Only, Non Route Use  
 LIGHTS, STOP (2) (Sound Off ECV7561SST) and Tail; 7", LED, Red  
 LIGHTS, DIRECTIONAL, REAR (2) (Sound Off ECV7561ITY) LED, 7" Amber  
 LIGHTS, MARKER, FRONT, REAR (Sound Off ECVML153Y&R) LED, Armored, (8) Four Amber Front and Four Red Rear  
 KIT, FIRST AID Plastic; 24 Unit, Spec State  
 MIRROR, INSIDE 6" x 30", Clear Safety Glass, Metal Back, Round Corners  
 MIRROR, REAR VIEW, EXTERIOR (Rosco) Suspended, Black, With Breakaway Bracket, Motorized Head  
 VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield  
 KIT, BODY FLUID Texas

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

WINDSHIELD WIPERS (2) Cowl Mounted  
LOCATION, FIRST AID KIT Right Side Front Bulkhead With Screws  
FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum With Flexible Hose and Metal Nozzle  
SAFETY TRIANGLES 1 Kit; Warning Reflectors, Mounted on Floor Between Driver Seat and Drivers Crash Barrier/Stanchion  
REFLECTORS, SIDE, INTERMEDIATE (2) 3" Amber, 1 Each Side, Mounted With Screws, Below The Third Rub Rail From the Top  
REFLECTORS, SIDE, REAR (2) 3", Red, Mounted With Screws  
REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted With Screws  
REFLECTORS, REAR (2) 3", Red, Mounted With Screws  
FUEL FILLER DOOR With Locking Latch  
INSPECTION PLATE 5" Dia. Steel  
WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle

Includes

: WINDSHIELD WASHER ELECTRICAL CONNECTIONS Sealed and Locking Type  
MIRROR, BRACE, EXTERIOR Telescoping for Breakaway Bracket  
STATE OF OPERATION Texas  
COMMERCIAL BUS NOT FOR SCHOOLS - This Code Certifies that the Dealer has Verified with the Purchaser that this Bus will Not Be Used for the Transportation of Passengers by Daycare Facilities, Preprimary, Primary or Secondary Schools to or from School or School-Related Activities  
(2) TIRE, FRONT 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply  
(4) TIRE, REAR 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply  
SEAT, PASS, LEFT, 2 LEG, 30" OMIT SEAT, PASS, LEFT, 2 LEG, 30"  
BODY PLAN, NON-SPECIAL NEEDS USE BODY PLAN Ihorn506  
GRILLE omit chrome grille 009had use standard painted white  
MISCELLANEOUS 47ATE second partion for rear per body plan Ihorn 506

**Services Section:**

SERVICES, TOWING To 24-Month/Unlimited Mileage; Service Call to the Vehicle or Towing to the Nearest International Dealership for a Non-Driveable Unit in Conjunction with an International Warrantable Failure; \$250 (USA) Maximum Benefit per Incident  
WARRANTY 5-Year, Limited

1) Install QTY 2 Standard Seat, 4 Leg, 26" RH with 42oz vinyl, single stitch, no welt upholstery and with lap seat belt. 090120-02

Air conditioning 126K btu

1) Install Polar latches with Master Series #5 lock to 2 individual cages.  
745778-090126-01

Install Lexan Shields to front and rear partitions.  
AMA chad

Install 7 LH 8 RH Freedman Prison Seat, 35 DBL, Wall Mount, w/shackle rings, FWD Facing. .  
1 RH Freedman Seat, 35 DBL, Floor Mount, w/shackle rings, inboard Facing.  
2 LH Seat, 17.5 Single, Wall Mount, w/shackle rings, FWD Facing.

BSC 090203

1) Install Fixed Exterior window screens over 13LH and 13 RH window sections, 2 rear quarter glass, and top rear emergency door glass. BSC 090202-01

1) Install interior window screens for 2 LH single seat cages.  
The interior screens will be mounted to the cage walls.  
BSC 090120-04

1) Install two Individual Single Occupancy, Wire Mesh, Caged Compartments with Outward Opening Swing Doors.  
Note: Requires Freedman Citi-Seat, Single Forward Facing. BSC-090114-04

Graphics Package per SAL Graphics

INSTALL 2 BIG SKY GUN rack with Handcuff Keys

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

Install Gun Safe

VSL total emergency light system, 3 camera inside with DVD, siren, rear camera  
(reviewed by HCSD)

rear step aftermarket for rear door access

**Financial Summary**  
**2010 INTEGRATED CE C BUS (PC105)**

March 16, 2009

<u>Description</u>	<u>(USA DOLLAR)</u>	<u>Price</u>
Net Sales Price:		\$273,552.00
Memo Item(s):		
Warranty:	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

**Approved by Seller:**

**Accepted by Purchaser:**

\_\_\_\_\_  
**Official Title and Date**

\_\_\_\_\_  
**Firm or Business Name**

\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
**Authorized Signature and Date**

LONGHORN BUS SALES  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

**This proposal is not binding upon the seller without  
Seller's Authorized Signature**

\_\_\_\_\_  
**Official Title and Date**

March 16, 2009

**Prepared For:**  
Hidalgo County Sheriff  
Richard Ozuna  
711 W El Cibolo Rd.  
Edinburg, TX 78541-9848  
(956)393 - 6022  
Reference ID: N/A

**Presented By:**  
LONGHORN BUS SALES  
James Connell  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

Thank you for the opportunity to provide you with the following quotation on a new IC Corporation vehicle. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

**Model Profile**  
**2010 INTEGRATED CE C BUS (PC105)**

<b>MISSION:</b>	Requested GVWR: 26500. Calc. GVWR: 29800 Calc. Start / Grade Ability: 23.10% / 2.21% @ 55 MPH Calc. Geared Speed: 85.3 MPH
<b>FUEL ECONOMY:</b>	9.94 MPG @ 55 MPH
<b>DIMENSION:</b>	Wheelbase: 193.00, CA: N/A, Axle to Frame: 114.00
<b>ENGINE, DIESEL:</b>	{International MaxxForce 7} 215 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 215 Peak HP (Max)
<b>TRANSMISSION, AUTOMATIC:</b>	{Allison 2500_PTS} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus
<b>CLUTCH:</b>	Omit Item (Clutch & Control)
<b>AXLE, FRONT NON-DRIVING:</b>	{International I-100SG} I-Beam Type, 10,000-lb Capacity
<b>AXLE, REAR, SINGLE:</b>	{Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, With 190 Wheel Ends, Gear Ratio: 5.29
<b>TIRE, FRONT:</b>	(2) 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply
<b>TIRE, REAR:</b>	(4) 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply
<b>SUSPENSION, RR, SPRING, SINGLE:</b>	Two Stage, Vari-Rate; 19,800-lb Capacity
<b>PAINT:</b>	Cab schematic 100NB Location 1: 9219, Winter White (Std) Chassis schematic N/A

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

Base Chassis, Model INTEGRATED CE C BUS with 193.00 Wheelbase, N/A CA, and 114.00 Axle to Frame.

TOW HOOK, FRONT (2) Inside Rail, Frame Mounted.

FRAME RAILS High Strength Low Alloy Steel (50,000 PSI Yield); 10.125" x 3.062" x 0.312" (257.2mm x 77.8mm x 8.0mm);  
471.1" (11965mm) Maximum OAL

Includes

: CHASSIS PAINT Chassis Painted Prior to Body Mounting

: FRAME RAILS All holes Laser Aligned and Machine Punched, Powder Coated Prior to Full Assembly, Assembled in Fixture using "Grade 8" Bolts

: FRAME REINFORCEMENT, SPECIAL 3.30" x 1.80" x 0.312" x 31.50" Inverted "L" in Front Shock Absorber Mounting Area

BUMPER, FRONT Full Width, Aerodynamic, Heavy Duty, Steel

Includes

: BUMPER, FRONT THICKNESS 1/4 Inch

CROSSMEMBER, REAR, AF (01)

WHEELBASE RANGE 193" (490cm) Through and Including 217" (550cm)

AXLE, FRONT NON-DRIVING {International I-100SG} I-Beam Type, 10,000-lb Capacity

Includes

: AXLE, FRONT SQUARING to Plus or Minus .015 Inch, using a Special Fixture to Assure Parallelism of Springs

SUSPENSION, FRONT, SPRING Parabolic, Taper Leaf; 10,000-lb Capacity; With Shock Absorbers

Includes

: SPRING PINS 1" Diameter Bolt and Nut Type

BRAKE SYSTEM, AIR Dual System for Straight Truck Applications

Includes

: BRAKE CHAMBERS, SPRING (2) Rear Parking

: BRAKE LINES Color and Size Coded Nylon

: DRAIN VALVE Twist-Type

: DUST SHIELDS, FRONT BRAKE

: DUST SHIELDS, REAR BRAKE

: GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster

: INVERSION VALVE and Double Check Valve

: PARKING BRAKE VALVE Controlled by Yellow Knob, Located on Instrument Panel

: SLACK ADJUSTERS, FRONT Automatic

: SLACK ADJUSTERS, REAR Automatic

DRAIN VALVE, AUTOMATIC {Bendix DV-2} With Heater; for Air Tank

AIR BRAKE ABS {Bendix AntiLock Brake System} Full Vehicle Wheel Control System (4-Channel)

AIR DRYER {Bendix AD-9} With Heater

BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. MGM Long Stroke Brake Chambers

BRAKES, REAR, AIR CAM 16.5" x 7.0"; Includes MGM TR3030 Long Stroke Brake Chamber and Heavy Duty Spring Actuated Parking Brake

AIR COMPRESSOR {Bendix Tu-Flo 550} 13.2 CFM Capacity

STEERING COLUMN Tilting

STEERING WHEEL 2-Spoke, 18" Diam., Black

STEERING GEAR {TRW (Ross) TAS-66} Power

EXHAUST SYSTEM Single, Horizontal Aftertreatment Device Frame Mounted Right Side, Includes Long Horizontal Tail Pipe

Includes

: PLEASE NOTE: The Horizontal Tailpipe Includes a Temperature Control Device

TAIL PIPE Long Horizontal, Exits Right Side Through Bumper

ELECTRICAL SYSTEM 12-Volt, Standard Equipment

Includes

: FUSES, ELECTRICAL SAE Blade-Type

: HAZARD SWITCH Push On/Push Off, Located on Top of Steering Column Cover

: HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever

: MISCELLANEOUS FEATURES Modular, Loom Protected, Grommets in all Applicable Body Openings, Assembled in Computer Assisted Fixture which Verifies Continuity and Correct Assembly Prior to Installation

: PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light

: STARTER SWITCH Electric, Key Operated

: TURN SIGNAL FLASHER

: TURN SIGNAL SWITCH Self-Cancelling with Lane Change Feature

: TURN SIGNALS, FRONT Includes Reflectors; Flush Mounted

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

: WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  
: WIRING, CHASSIS Color Coded and Continuously Numbered  
HORN, ELECTRIC (2)  
ALTERNATOR {Leece-Neveille 4949PA} Brush Type; 12 Volt 270 Amp. Capacity, Pad Mounted  
BATTERY SYSTEM {International} Maintenance-Free, (3) 12-Volt 1950CCA Total  
HEADLIGHTS Halogen; Composite Aero Design for Two Light System; Includes Daytime Running Lights  
FOG LIGHTS (2) Clear, Oval, With H355W Halogen Bulb  
LIGHTS TURN ADDITIONAL Amber, Mounted at Rear of Front Fender  
INDICATOR, LOW COOLANT LEVEL With Audible Alarm  
STARTING MOTOR {Delco Remy 29MT} 12 Volt; Less Thermal Over-Crank Protection, With Integrated Magnetic Switch  
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III With Trip Indicators, Replaces All Fuses Except For 5-Amp Fuses  
HOOD TILT ASSIST {EASY TILT} Mechanical  
FRONT END Tilting, Fiberglass, With Three Piece Construction

Includes

: AIR INTAKE SYSTEM Integrated Pre-Cleaning System to Enhance Air Filter Life  
: GRILLE Removable; Fiberglass Painted Hood Color  
: SPLASH SHIELD Integral with Front End Assembly  
CHASSIS PAINT Full Chassis  
PAINT SCHEMATIC, PT-1 Single Color, Design 100

Includes

: PAINT SCHEMATIC ID LETTERS "NB"  
PAINT TYPE Urethane, One or Two Colors, Other than Imron or International.  
CLUTCH Omit Item (Clutch & Control)  
ENGINE, DIESEL {International MaxxForce 7} 215 HP @ 2600 RPM, 560 lb-ft Torque @ 1400 RPM, 2800 RPM Governed Speed, 215 Peak HP (Max)

Includes

: AIR COMPRESSOR AIR SUPPLY LINE Naturally-Aspirated  
: ENGINE OIL DRAIN PLUG Magnetic  
: ENGINE SHUTDOWN Electric, Key Operated  
: FUEL FILTER Engine Mounted  
: FUEL HEATER Included with Fuel/Water Separator  
: FUEL/WATER SEPARATOR Engine Mounted  
: GLOW PLUG Automatic with Indicator Light  
: OIL FILTER, ENGINE Spin-On Type  
FAN DRIVE {Borg-Warner Series 790} Viscous Screw On Type

Includes

: FAN Nylon  
THROTTLE, HAND CONTROL Electronic  
RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, With 313 SqIn Charge Air Cooler. With In-Tank Transmission Cooler

Includes

: ANTI-FREEZE Red Shell Rotella Extended Life Coolant -40F (-40C)  
: DEAERATION SYSTEM with Surge Tank  
: HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps  
: RADIATOR HOSES Premium, Rubber  
AIR CLEANER Single Element

Includes

: AIR CLEANER with Vacuator  
: GAUGE, AIR CLEANER RESTRICTION Air Cleaner Mounted  
CRUISE CONTROL Electronic  
GOVERNOR Electronic Road Speed Type; for International Electronic Engines and Bus Models; With 55 MPH Default  
ENGINE SOUND ABATEMENT PACKAGE Exterior, for International Engines With Underhood Blanket and Foam Covered Splash Shields.  
EMISSION COMPLIANCE Engine Shutdown System Exempt Vehicles, Complies With California Clean Air Regulations  
TRANSMISSION, AUTOMATIC {Allison 2500\_PTS} 4th Generation Controls; Wide Ratio, 5-Speed, With Overdrive; Less PTO Provision, Less Retarder, With 33,000-lb GVW & GCW Max. School Bus

Includes

: OIL FILTER, TRANSMISSION Mounted on Transmission  
: TRANSMISSION OIL PAN Magnet in Oil Pan

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

TRANSMISSION OIL Synthetic; 20 thru 28 Pints

AXLE, REAR, SINGLE {Dana Spicer 19060S} Single Reduction, 19,800-lb Capacity, With 190 Wheel Ends, . Gear Ratio: 5.29

Includes

: REAR AXLE DRAIN PLUG (1) Magnetic, For Single Rear Axle

SUSPENSION, RR, SPRING, SINGLE Two Stage, Vari-Rate; 19,800-lb Capacity

SHOCK ABSORBERS, REAR (2)

FUEL TANK Top Draw; Rectangular Steel, 65 U.S. Gal., 246 L With Protective Cage, Mounted Right Side

COWL Flat Back

GAUGE CLUSTER English With English Electronic Speedometer

Includes

: GAUGE CLUSTER (5) Engine Oil Pressure (Electronic), Water Temperature (Electronic), Fuel (Electronic), Tachometer (Electronic), Voltmeter

: ODOMETER DISPLAY, Miles, Trip Miles, Engine Hours, Trip Hours, Fault Code Readout

: WARNING SYSTEM Low Fuel, Low Oil Pressure, High Engine Coolant Temp, and Low Battery Voltage (Visual and Audible)

GAUGE, OIL TEMP, ALLISON TRAN

IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster

WHEELS, FRONT DISC; 22.5" Painted Steel, 2 Hand Hole, 10 Stud (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs.

Includes

: PAINT IDENTITY, FRONT WHEELS Black

: WHEEL SEALS, FRONT Grease Lubricated, Includes Wheel Bearings

WHEELS, REAR DUAL DISC; 22.5" Painted Steel, 2 Hand Hole, 10-Stub (285.75MM BC) Hub Piloted, Flanged Nut, Metric Mount, 8.25 DC Rims; With Steel Hubs

Includes

: PAINT IDENTITY, REAR WHEELS Black

: WHEEL SEALS, REAR Oil Lubricated, Includes Wheel Bearings

WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings

BODY, BUS Conventional; 78" Headroom, 23'8" Body Length, +9 Section Front, 47 Passenger, 193 WB

Includes

: HEADER BUMPER Padded, Mounted Over All Doors; Upholstered to Match Passenger Seat Color

BODY CERTIFICATION TAG Metal

BODY TAG, METAL

STEP, FRONT ENTRANCE DOOR 27 1/4" Depth; 14ga Steel

Includes

: STEP, FRONT ENTRANCE DOOR OPENING, 35 Inch Width; Continuous Bottom to Top

SWITCH, LOCATION Omit; To be used for Multi Functional School Activity Bus or Commercial Models Only, Non Route Use

HEADLINER, BODY Conventional; 16'02"-25'02" Body Length, Perforated Full Length With Sound Insulation Full Length

STEP RISER, SLIDING DOOR (4) for Prison Bus Partition Sliding Door

FASTENERS, HEADLINER Screws

BOWS, ROOF 14 ga., One Piece Construction

LIGHT BARS Plastic

SKIRT, BODY for Conventional, 14 1/2", 16ga

Includes

: SKIRT, BODY Extra Smooth Steel Supported by Floor Gussets

PARTITION, BODY Wire Mesh; (01) Prison Bus, Includes Sliding Door and Lock

TIE DOWNS, BODY Grade 8 Bolts, Every Body Section

Includes

: TIE DOWNS, BODY with Formed Tab that Fits into Floor Structure to Prevent Turning

RUB RAILS, BODY (4) Conventional; Steel, 22'2", 22'11", 23'8", 24'5" Body Length, Includes Snow Rail

Includes

: RUB RAILS Full Length, Primer Coated (Both Sides), Attached to Body without Cuts or Splices

BODY, REAR Includes Emergency Door

SIDE SHEET, BODY, EXTERIOR Conventional, 16ga., Smooth, 22'2", 22'11", 23'8", 24'5", Body Length

FLOOR, BODY With Wheel Wells

SUPPORTS, REAR BUMPER Bolted to Frame

BUMPER, REAR Painted; 12" High, 3/16" Thick, With 7" Hole for Exhaust

TOW HOOK, LEFT REAR (01)

TOW HOOK, RIGHT REAR (01)

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

LINING, SIDE INTERIOR, LOWER Embossed Steel, Clear Coated  
HANDLE, ASSIST, OVER WINDSHLD Body Color  
CONTROL, ENTRANCE DOOR Manual Pull Type, Black  
COVER, REAR DOOR INSIDE HANDLE Partial Coverage  
FASTENERS, REAR DOOR Bolts and Nutserts, Rear Door To Body  
DOOR, ENTRANCE, FRONT Manual, Outward Opening, With Split Pane Glass

Includes

: DOOR, ENTRANCE, FRONT Aluminum Frame with Pin Style Hinges, Ball Bearing Assisted, Interchangeable Top and Bottom Glass  
HANDLE, ASSIST, ENTRANCE DOOR Outside Entrance  
HOLD BACK, REAR DOOR Stationary, No Cables, With Plastic Cover  
LATCH, REAR DOOR One Point Slide Bar, Cam Operated, With One Inch Stroke  
LOCK, VANDAL, ENTRANCE DOOR for Manual, Electric Control, With Key Switch  
LOCK, VANDAL, REAR DOOR With Ignition Starter Interlock  
COMPARTMENT, BATTERY Mounted Behind Left Front Wheel Pocket, 13" x 15" x 25.5"

Includes

: BATTERY TRAY 14-1/2" x 24-3/4" Slide Out Tray with Nylon Rollers and Stops  
: DOOR - COMPARTMENT with Pin Style Hinge  
HOLD DOWN, BATTERY For (2) Standard Size Batteries  
NOISE REDUCTION, DRIVER FLOOR Insulation Covering Complete Driver Floor Area  
NOISE REDUCTION, ROOF BOW Conventional; Insulation, 22'2", 22'11", 23'8", 24'5" Body Lengths  
INSULATION, ROOF AND SIDES 1.50", All Models  
UNDERCOAT, FLOOR/STEPWLL/SIDES for Engine Noise Reduction  
UNDERCOAT, BODY Fire Resistant, Water Based, TT-C-730 Spec  
LETTERS, DOOR, REAR Decals; "EMERGENCY DOOR", 2" Black Letters Inside and Outside  
ARROW, RR DOOR, INSIDE Decal; Black, .75" Stroke, Indicating Handle Direction  
STRIPING, PERIMETER, REAR Emergency Door; White, Reflective  
WIRING DIAGRAM Schematic, Electrical  
LETTERS, HEADER Decal; "WATCH YOUR STEP", 1" Black, Above Windshield  
LETTERS, STEPWELL Decal, "WATCH YOUR STEP", 2.5" Black, Behind Door on Step Riser  
MONITOR, POST TRIP INSPECTION Omit  
PAINT RUB RAILS 9219 Winter White  
LETTERS, FUEL I.D. Paint; "DIESEL FUEL", 2" Black, Adjacent to Fuel Filler Door  
PAINT HOOD AND FENDER 9219 Winter White  
PAINT COLOR, BODY EXTERIOR 9219 Winter White  
PAINT COLOR, BUMPER Rear; 0001 Canyon Black  
PAINT, RUB RAIL Flange to Flange  
PAINT COLOR, BODY INTERIOR 9384 Spring White  
HANDLE, EXTERIOR, REAR Emergency Door; White  
OPERATING INSTR, REAR Decal, Inside Rear Emergency Door  
LOGO, ROOF LINE Decal; "IC CORPORATION", Wing and Shield, Above First Passenger Window Both Sides  
PAINT FLASHER BACKGRD To Match Body Color  
SUB FLOOR, PLYWOOD Conventional; B-B Marine Grade, Less Sealed Edges, 5/8", 5 Ply, for 22'2", 22'11", 23'8" or 24'5" Body Lengths  
WINDOW, DRIVER Laminated, Clear  
WINDOW, STOPS 12" Opening, Only With 78" Headroom  
WINDOW, SASH (26) 27" Sections, 9"x 23" Opening  
COLOR, WINDOW FRAME, PASS Passenger Window, Natural Aluminum Finish  
WINDOW, PASSENGER, TINT Clear, Tempered Glass  
SHIELD, COURTESY, AFT/DRIVER Padded, 36", Mounted Under Stanchion  
SHIELD, COURTESY, AFT ENTR DR Padded, 30", Mounted Under Stanchion  
STANCHION, AFT DRIVER Stainless Steel, 36"  
STANCHION, AFT ENTRANCE DOOR Stainless Steel, 30"  
WHEEL POCKET COVER Plastic, ABS  
AISLE POSITION Center, for balanced seating  
WINDSHIELD 3 Flat Pieces, 73% Light  
FLOOR COVERING, COLOR Black  
SEAT BACK, PASSENGER Standard Back  
FLOOR COVERING, TYPE {IC Corporation} Rubber, All Body Lengths  
STEP TREADS {IC Corporation} Rubber, With White Nosing

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

FLOOR COVERING, TRIM Aluminum  
CLAMPS, HEATER HOSE Constant Torque for Heater System  
FAN, DEFOG FAR RIGHT (01) Mounted Right Above Windshield, Forward Entrance Door, 2-Speed Switch in Panel  
FAN, DEFOG RIGHT CENTER 6.50" Diam., Mounted Over Windshield, 15" Right of Centerline, 2-Speed Switch in Panel  
FILTER, HEATER AIR, DRIVER Heater, Conventional  
FILTER, HEATER AIR, LEFT REAR For Passenger Heater, 50,000 BTU  
HEATER, DRIVER 90,000 BTU, and Defroster Hot Water Type

Includes

: CLAMPS, HEATER HOSE Mubea Constant Tension Clamps  
: HEATER HOSES Premium  
HEATER, PASS, LT REAR 50,000 BTU  
HEATER, WATER PUMP (2MPU 12) Self Priming, With Plastic Housing  
HEATER CUT OFF, VALVE Ball, With Butterfly Handle  
HEATER CUT OFF, VALVE INSIDE Brass Ball, Inside Forward of Driver Heater  
ROOF VENT, FRONT Static  
SEAT BELT, DRIVER 3 Point, With Adjustable D-Loop, With Suspension Seat  
NUTS, BELT MOUNTING Standard Nuts For Seat Belt Mounting  
UPHOLSTERY, DRIVER SEAT, STYLE Plain, With Cloth Insert  
UPHOLSTERY, DRIVER SEAT, COLOR Drivers Seat, Gray  
UPHOLSTERY, PASS SEATS, COLOR Gray, for Seats, Barriers and Head Bumpers  
UPHOLSTERY, DRIVER SEAT, TYPE Vinyl, 42 oz.  
UPHOLSTERY, BARRIER, TYPE (1-2) Prevaill, 42 oz.  
BARRIER, CRASH, LT, 1ST Position; 30", 1 Leg  
PANEL, MODESTY, LT 1ST POS Mounted Under Barrier  
HAND RAIL, ENTRANCE DOOR, AFT Stainless Steel, 4", Above Step  
SEAT CLIPS Positive Type  
CUSHION, SEAT 15" Depth  
UPHOLSTERY, SEAT, STITCHING Single  
SEAT, DRIVER {National 2000} Air Suspension, High Back With Integral Headrest, Cloth, Isolated, With 2 Position Front Cushion Adjustment, 6 to 17 Degree Seat Back Adjustment, Mechanical Lumbar Support, Includes Additional Back Padding For School Bus Use  
LIGHT, ENTRY DOOR Light Mounted in Skirt Behind Entrance Door, Wired To Step Light  
LIGHTS, BACK UP (2) 7" Diameter, Clear  
LIGHTS, DIRECTIONAL, REAR (2) 7" Amber, Without Arrow  
LIGHTS, TAIL, LICENSE PLATE (2) 4" Red With Light Window  
LIGHTS, MARKER, FRONT, REAR (4) Two Amber Front and Two Red Rear, Armor Type Single 1500 Hour 2cp Bulb Each Light  
LIGHTS, STOP (2) and Tail, 7" dia., Red  
LIGHT, STROBE, REAR Low Profile, Self Contained, Double Flash 2nd Section from Rear  
WIRE, FEED 4 Gauge, Chassis To Body  
SWITCH, DRIVER PANEL, TYPE Rocker  
ALARM, BACKING {Ecco #575} 107 db  
SWITCH, REAR DOOR BUZZER Rear Door With Knob, for State of Texas  
CIRCUIT, PROTECTION Breakers, Manual Reset in Lieu of Fuses

Includes

: ACCESS PANEL for Body and Chassis Fuses/Circuit Breakers Located on Body Exterior; Below Driver Window  
SWITCH, MAGNETIC, DISCONNECT Master, Ignition Operated, All Body Circuits  
SOURCE, POWER 12 Volt DC, Mounted On Dash  
LIGHT, DRIVER Mounted in Wiring Access Panel Left of Driver, Switch Located in Switch Panel  
LIGHTS, DOME Conventional; Two Full Rows Rectangular Recessed Dome Lights, 22'2", 22'11", 23'8", 24' 5" Body Length  
SWITCH, DOME LIGHTS, RHEOSTAT For All Dome Lights  
LIGHT, STEP Wired to Clearance Lights  
LIGHT, EXTERIOR, CHECK Automatically Activates Lights for Pre Trip Inspection  
LIGHTS, CLUSTER Recessed in Cap; Amber in Front and Red in Rear  
FLASHER SYSTEM Omit; To be Used for Multi Functional School Activity Bus or Commercial Models Only, Non Route Use  
LIGHTS, MARKER, SIDE Intermediate, Single Bulb, Centered, 3cp, 1500 HR Bulb, Required for Units 30 Foot or Longer  
KIT, FIRST AID Plastic; 24 Unit, Spec State  
MIRROR, INSIDE 6" x 30", Clear Safety Glass, Metal Back, Round Corners  
MIRROR, REAR VIEW, EXTERIOR {Rosco} Suspended, Black, With Breakaway Bracket, Motorized Head  
VISOR, INTERIOR, LEFT FRONT 6" x 30", Transparent, For Left Windshield

Vehicle Specifications  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

Description

KIT, BODY FLUID Texas  
WINDSHIELD WIPERS (2) Cowl Mounted  
LOCATION, FIRST AID KIT Right Side Front Bulkhead With Screws  
SAFETY TRIANGLES Warning Reflectors, Mounted on Front of Drivers Barrier 6" Below Top of Modesty Shield  
FIRE EXTINGUISHER, DRIVER AREA 5 lb 2A-40BC Minimum With Flexible Hose and Metal Nozzle  
REFLECTORS, SIDE, REAR (2) 3", Red, Mounted With Screws  
REFLECTORS, SIDE, FRONT (2) 3", Amber; 1 Aft Drivers Window Left, 1 Aft Entrance Door Right, Mounted With Screws  
REFLECTORS, REAR (2) 3", Red, Mounted With Screws  
FUEL FILLER DOOR With Locking Latch  
INSPECTION PLATE 5" Dia. Steel  
WINDSHIELD WASHER Kit; 6 Quart Capacity, Bottle

Includes

: WINDSHIELD WASHER ELECTRICAL CONNECTIONS Sealed and Locking Type  
MIRROR, BRACE, EXTERIOR Telescoping for Breakaway Bracket  
STATE OF OPERATION Texas  
COMMERCIAL BUS NOT FOR SCHOOLS - This Code Certifies that the Dealer has Verified with the Purchaser that this Bus will Not Be Used for the Transportation of Passengers by Daycare Facilities, Preprimary, Primary or Secondary Schools to or from School or School-Related Activities  
(2) TIRE, FRONT 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply  
(4) TIRE, REAR 11R22.5 AH12 (HANKOOK) 503 rev/mile, load range H, 16 ply  
BODY PLAN, NON-SPECIAL NEEDS Use Body plan Lhorn 495  
DOOR, ENTRANCE, ADDITIONAL Omit door entrance  
GRILLE omit chrome grille 0009HAD using standard grille painted white  
MISCELLANEOUS Lockable shotgun safe mounted in front behind driver  
MISCELLANEOUS MISCELLANEOUS 47ATE second partition for rear per body plan Lhorn 495

**Services Section:**

SERVICES, TOWING To 24-Month/Unlimited Mileage; Service Call to the Vehicle or Towing to the Nearest International Dealership for a Non-Driveable Unit in Conjunction with an International Warrantable Failure; \$250 (USA) Maximum Benefit per Incident  
WARRANTY 5-Year, Limited

1) Install QTY 2 Standard Seat, 4 Leg, 26" RH with 42oz vinyl, single stitch, no welt upholstery and with lap seat belt. 090120-02

Air conditioning 126K btu

Install Lexan Shields to front and rear partitions.  
090211-01

1) Install 5 LH Freedman CitiSeat Prison Seating, 35 DBL, Wall Mount, w/Shackle Ring.  
Install 5 RH Freedman CitiSeat Prison Seating, 35 DBL, Wall Mount, w/Shackle Ring.  
745778-090112-04

1) Install Fixed Exterior window screens over 8LH and 8 RH window sections, 2 rear quarter glass, and top rear emergency door glass. BSC 090112-06

Graphics Package per SAL Graphics

radio package, light, siren, Flashers, review camera, 3 camera dvd system installed by VSL (reviewed by HCSD)

INSTALL 2 BIG SKY GUN rack with Handcuff Keys

Install Gun Safe

rear step for rear door entry

Financial Summary  
2010 INTEGRATED CE C BUS (PC105)

March 16, 2009

<u>Description</u>	(USA DOLLAR)	<u>Price</u>
Net Sales Price:		\$117,661.00
Memo Item(s):		
Warranty:	\$0.00	
Note: Memo item(s) shown here are included in the above Net Sales Price.		

Please feel free to contact me regarding these specifications should your interests or needs change. I am confident you will be pleased with the quality and service of an IC Corporation vehicle.

Approved by Seller:

Accepted by Purchaser:

\_\_\_\_\_  
Official Title and Date

\_\_\_\_\_  
Firm or Business Name

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Signature and Date

LONGHORN BUS SALES  
6921 HOMESTEAD ROAD  
HOUSTON TX 77028 -  
(713)631-9306

This proposal is not binding upon the seller without  
Seller's Authorized Signature

\_\_\_\_\_  
Official Title and Date









**Richard Ozuna**

---

**From:** Jim Connell [jimconnell@lhb-tx.com]

**Sent:** Monday, March 16, 2009 9:21 AM

**To:** 'Richard Ozuna'

**Subject:** Buses Final 3 camera

Richard,

Attached are the proposals you requested along with a letter breaking down the total.

Floor plans are also attached.

Please let me know what else you may need.

Thank you,

Jim Connell  
Commercial Bus Sales Manager  
Longhorn Bus Sales LTD.  
Off: 713 631-9306  
Cell: 713 824-9372

**First National Bank Depository  
CC REGULAR**

**Date:** 04/14/2009  
**Submitted By:** Ramon Vela, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Co. Wide

**Information**

**CAPTION**

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 of \_\_\_\_\_ and expiring on Commissioners Court's May term of \_\_\_\_\_.

**BACKGROUND**

Draft contract document was drafted by FNB and sent to the County's legal counsel for review. It will be provided during CC meeting.

**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 4-9-09 \$27,016.00

Since the draft contract has not been finalized (i.e. pending legal review), any other fiscal impact will be discussed in CC and funding sources to be determined once final executed contract takes place.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	04/08/2009 01:32 PM	APRV
2	Budget & Management	Veronica Lopez	04/08/2009 01:53 PM	APRV
3	Ivan Cantu	Ivan Cantu	04/09/2009 11:12 AM	APRV
4	Auditor's Office		04/09/2009 03:51 PM	NEW

Form Started By: Ramon Vela

Started On: 04/07/2009 03:06  
PM

Final Approval Date: 04/09/2009

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