

AI-15491

6.D.

**EEOC Complaint No. 451-2008-02049; Jose S. Velasquez  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

EEOC Complaint No. 451-2008-02049; Jose S. Velasquez

**BACKGROUND**

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**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	Rosie Cantu	05/14/2009 05:30 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/14/2009 08:44 AM  
Final Approval Date: 05/15/2009

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AI-15468

6.E.

Claim of Jose Velasquez

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Jose Velasquez

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 01:58 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Aida Alvarez  
Started On: 05/13/2009 01:39 PM  
Final Approval Date: 05/15/2009

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AI-15466

6.F.

Claim of Maria D. Perez

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Maria D. Perez

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 01:58 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Aida Alvarez  
Started On: 05/13/2009 01:30 PM  
Final Approval Date: 05/15/2009

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AI-15423

6.G.

In the Matter: U.S. Equal Employment Opportunity Commission & Jose S. Velasquez, County of Hidalgo Charge No. 451-2008-02049

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Closed Session

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**Information**

**CAPTION**

In the Matter: U.S. Equal Employment Opportunity Commission & Jose S. Velasquez, County of Hidalgo Charge No. 451-2008-02049

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 08:01 AM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/11/2009 01:47 PM  
Final Approval Date: 05/15/2009

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AI-15536

6.H.

Claim of Erica L. Reyna

CC REGULAR

**Date:** 05/19/2009

**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

**Department:** COMMISSIONERS' COURT EXEC. OFFICE

**Agenda Category:** Closed Session

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**Information**

**CAPTION**

Claim of Erica L. Reyna

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 04:02 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/15/2009 03:58 PM

Final Approval Date: 05/15/2009

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AI-15504

7.D.

**EEOC Complaint No. 451-2008-02049; Jose S. Velasquez  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

EEOC Complaint No. 451-2008-02049; Jose S. Velasquez

**BACKGROUND**

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**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	Rosie Cantu	05/14/2009 05:30 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/14/2009 04:02 PM  
Final Approval Date: 05/15/2009

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AI-15469

7.E.

**Claim of Jose Velasquez**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Jose Velasquez

**BACKGROUND**

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**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	Veronica Lopez	05/13/2009 01:58 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Aida Alvarez  
Started On: 05/13/2009 01:42 PM  
Final Approval Date: 05/15/2009

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AI-15467

7.F.

Claim of Maria D. Perez

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Valde Guerra  
**Department:** SAFETY DIVISION  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Maria D. Perez

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 01:58 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Aida Alvarez  
Started On: 05/13/2009 01:32 PM  
Final Approval Date: 05/15/2009

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AI-15425

7.G.

In the Matter: U.S. Equal Employment Opportunity Commission & Jose S. Velasquez, County of Hidalgo Charge No. 451-2008-02049

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

In the Matter: U.S. Equal Employment Opportunity Commission & Jose S. Velasquez, County of Hidalgo Charge No. 451-2008-02049

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/12/2009 08:01 AM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/11/2009 01:49 PM  
Final Approval Date: 05/15/2009

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AI-15545

7.H.

Claim of Erica L. Reyna

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Angela Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Open Session

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**Information**

**CAPTION**

Claim of Erica L. Reyna

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

*No file(s) attached.*

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 05:06 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Angela Garcia  
Started On: 05/15/2009 05:01 PM  
Final Approval Date: 05/15/2009

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AI-15546

10.B.

**Library System By-Laws (revision)**

**CC REGULAR**

**Date:** 05/19/2009

**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

**Department:** COMMISSIONERS' COURT EXEC. OFFICE

**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Discussion and approval of proposed Hidalgo County Library System Bylaws

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [bylaws](#)

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**Form Routing/Status**

Form Started By: Monica Badillo      Started On: 05/15/2009 05:02  
PM

Final Approval Date: 05/15/2009

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**Monica Badillo**

**From:** Michael Fisher [mfisher@weslacopl.us]  
**Sent:** Thursday, April 30, 2009 1:19 PM  
**To:** Monica Badillo  
**Cc:** Jesus Campos; nicole@hidalgo.lib.tx.us  
**Subject:** HCLS Bylaws: Current, Revised and revised with annotations  
**Attachments:** HCLS Bylaws - current and unrevised heading.htm; HCLS Bylaws - proposed 4-28.htm; HCLS Bylaws - proposed 4-28 - annotated version.htm

Monica –

Yes, we are finally ready to do the bylaws. Attached are our current bylaws, our proposed bylaws, and our proposed bylaws with explanatory notes.

Thanks for your patience. Let me know if you and yours have any questions.

Michael.

# **Current and Unrevised Hidalgo County Library System Bylaws as of 2/19/09**

## **HIDALGO COUNTY LIBRARY SYSTEM**

### **BYLAWS OF THE HIDALGO COUNTY LIBRARY SYSTEM**

#### **ARTICLE I – NAME, AUTHORITY AND DEFINITIONS**

**Section 1. NAME.** The name of the organization shall be the Hidalgo County Library System.

**Section 2. AUTHORITY.** The County of Hidalgo shall provide a County Free Library System to its citizens as set forth in Local Government Code Chapter 323

**Section 3. DEFINITION.** The *Hidalgo County Library System* consists of the organized public libraries within Hidalgo County.

**Section 4. DEFINITION.** The *Hidalgo County Library System Board* is comprised of the library directors of the member public libraries, one member from each county precinct and one member at large.

#### **ARTICLE II –PURPOSE**

**Section 1. PURPOSE.** The purpose of the Hidalgo County Library System shall be to promote, coordinate and support full and free library services to all residents of Hidalgo County.

**Section 2. GENERAL POWERS AND OBJECTIVES.** The Hidalgo County Library System governed by the Hidalgo County Commissioners' Court, through the Hidalgo County Library System Board, shall have, at least, the following objectives:

- a. To engage in cooperative efforts among member and associate member libraries;
- b. To make resources of the member and associate member libraries equally accessible throughout Hidalgo County;
- c. To research and implement resources for services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents;
- d. To support the goals and objectives of the American Library Association and the Texas Library Association

#### **ARTICLE III – MEMBERSHIP**

**Section 1. ELIGIBILITY.**

a. Membership in the Hidalgo County Library System shall be available to each legally established public library in Hidalgo County which is an accredited member or eligible to become an accredited member of the Texas Library System in accordance with the rules and regulations for the current biennium of the Texas Library System Act.

b. Provisional Membership is available to those libraries who have not been members in the past and who are a legally established public library in Hidalgo County but not yet an accredited member or eligible to become an accredited member of the Texas Library System in accordance with the rules and regulations for the current biennium of the Texas Library System Act. Provisional Members are treated as regular members approved on the first year of "probationary" status starting the 1<sup>st</sup> of January after their approval. Provisional Members may request and be approved "probationary" status from the Hidalgo County Library System Board annually for no more than three consecutive years. All Costs for participation in our Card Catalog/Circulation system, initial connection with and annual services provided by our Internet Service Provider, monthly Telecom (T1) services, and annual participation in the TExpress delivery service will be the responsibility of the Provisional Member until funding is provided for these expenses within the regular budget of the Hidalgo County Library System.

**Section 2. APPLICATION.** A public library that is eligible for membership in the Hidalgo County Library System shall submit a letter of application for membership, signed by the mayor or city manager of that city, to the Hidalgo County Library System Board for consideration. The letter of application shall include the ordinance or a resolution of the governing body establishing the public library (Texas Library Systems Act, §1.73 ).

**Section 3. APPROVAL.** Final approval for system membership shall rest with the Hidalgo County Commissioners' Court upon the Board' s recommendation.

**Section 4. WITHDRAWAL.** After a municipality has been a part of the county library system for two years, the governing body of the municipality may withdraw from the system by giving notice at least six months before the withdrawal. Voluntary withdrawal from the System shall be by written notice to the Hidalgo County Library System Board. Hidalgo County Commissioners' Court will be informed of any member library's withdrawal. (Local Government Code § 323.008 c.)

**Section 5. PROVISIONAL AND/OR PROBATIONARY STATUS.**

A member library that fails to meet the membership requirements of the Texas Library Systems Act, for any reason, is eligible for and may request probationary status from the Hidalgo County Library System Board annually for no more than three consecutive years. While on probationary status, a library shall continue to participate in the activities of the Hidalgo County Library System. This section also applies to any new established or reconstituted public library that has been legally established by its parent city, where such library is not able to meet accreditation standards in effect during the current biennium of the Texas State Library Systems Act.

**Section 6. TERMINATION.** Membership in the Hidalgo County Library System may be terminated if the member library ceases to meet membership requirements of the Texas Library Systems Act and is not granted Hidalgo County Library System probationary status. Hidalgo County Commissioners' Court will be informed of any member library's termination.

**Section 7. ASSOCIATE MEMBERS.** Other libraries serving the residents of Hidalgo County which agree to share their resources with members of the Hidalgo County Library System may be admitted to Associate Membership in HCLS in accordance with the procedures set forth in Section 2. The letter of application shall be signed by an authorized representative of the library's governing body.

**Section 8. HCLS EQUIPMENT.** If the Hidalgo County Library System membership is terminated or is withdrawn, the Hidalgo County Library System shall call in all Hidalgo County Library System owned equipment and materials.

**ARTICLE IV - BOARD OF DIRECTORS**

**Section 1. NUMBER AND QUALIFICATIONS.**

a. **BOARD MEMBERS:** There shall be one board member representing each member public library. This Board member shall be the director of the member public library. In addition there shall be one lay member appointed from each county precinct and one member appointed at large. Lay members will serve staggered terms of two years for no more than 3 consecutive terms.

b. **ALTERNATES:** There shall also be one alternate for each Board member of the System. An alternate member is entitled to all rights and privileges of full membership in the absence of his/her representative and in the absence of that representative shall be prepared to assume the duties of a full voting member.

**Section 2. DUTIES.**

a. To evaluate the program of the Hidalgo County Library System and to develop policies to promote the purpose of that System.

b. To prepare and approve an annual budget and plan of service to be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, chief fiscal officer for the County.

c. To take actions, make recommendations, and formulate policy on any matters which will best affect and carry out the purpose and functions for which the Hidalgo County Library System is created and as outlined in the

bylaws.

d. To elect from its membership the officers of the Hidalgo County Library System Board. The officers of the Board shall consist of a President, Vice-President, Secretary, and a Treasurer. The board member elected as President shall have a valid Grade I County Librarian's Certificate. The Board President will be presented to the County Commissioner's Court for confirmation as the County Librarian and Coordinator for the Hidalgo County Library System. (Local Government Code §323.005).

e. To act upon requests for admission to the System and to act upon requests for probation.

#### **ARTICLE V – OFFICERS**

**Section 1. NUMBER AND ELECTION.** The officers of the Hidalgo County Library System Board shall be a President, Vice-President, Secretary, and a Treasurer, who shall be elected by the Board from public library director members in November of every second year, and take office the following January.

**Section 2. TERM.** The term of office of all elected officials shall be two years.

**Section 3. RE-ELECTION.** No member of the Board shall serve in the same office for more than three consecutive terms.

**Section 4. VACANCY.** In the event of a vacancy, other than that of the President/County Librarian, the position shall be filled by election of a new officer who shall complete the term. This election shall take place within 60 days of the notification that the position is vacant. A vacancy of the President/County Librarian will be filled in accordance with Article IV, Section 1, d. above.

#### **ARTICLE VI - DUTIES OF OFFICERS**

**Section 1. PRESIDENT/COUNTY LIBRARIAN.** The president shall preside at meetings of the Board, as County Librarian/HCLS Coordinator he/she will assist the members in all library related activities, be liaison to the County Judge and Commissioner's Court, and perform such other duties of the office as may be prescribed by the Board.

**Section 2. VICE-PRESIDENT.** The Vice-president shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the vice-president, shall perform the duties of the president.

**Section 3. SECRETARY.** The secretary shall record and sign the minutes of the meetings, and shall perform all duties as may be assigned by the President or Board.

**Section 4. TREASURER.** The treasurer shall account for all funds received by the System and authorize all invoices presented by member libraries, or received on behalf of member libraries, to be paid. The Treasurer shall present monthly financial statements at regularly scheduled Board meetings.

#### **ARTICLE VII - COMMITTEE**

**Section 1. GENERAL.** Committees shall be appointed by the President as the need arises, or on the request of a majority of the Hidalgo County Library System Board.

**Section 2. STANDING COMMITTEES.** There shall be two standing committees appointed by the President of the Board who shall be an ex officio member of both committees:

a. **BUDGET COMMITTEE:** The members shall be appointed by the president at the second meeting of the fiscal year. The Committee shall be composed of the President, at least two other members of the Board. The Budget Committee shall work with the President/County Librarian in the preparation of the budget.

b. **SYSTEMS STUDY COMMITTEE:** The members shall be appointed by the president at the second meeting of the fiscal year. The committee shall be composed of the President and at least one additional member of the Board, and the chairman of the Budget Committee. The purpose of the committee shall be to propose a plan of service for implementation through the budget year. This committee shall also establish long-term goals

for the System.

**Section 3. NOMINATING COMMITTEE.** At the September board meeting of every second year, the president shall appoint a nominating committee to report to the Board in November.

#### **ARTICLE VIII - MEETINGS**

**Section 1. REGULAR MEETINGS.** The Hidalgo County Library System Board shall meet monthly.

**Section 2. NOTICE.** Notice of each board meeting shall be sent to the representatives and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted.

**Section 3. PARLIAMENTARY PROCEDURE.** All meetings shall be conducted in accordance with the latest edition of Scott, Foresman, *Robert's Rules of Order*.

**Section 4. SPECIAL MEETINGS.** Special meetings for any purpose may be called by the President or any three members of the Board by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days prior to such meetings. Such notice shall state time, place, and business to be transacted.

**Section 5. QUORUM.** A majority of the members of the Board shall constitute a quorum for the transaction of business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration.

#### **ARTICLE IX - FISCAL YEAR**

The fiscal year of the System shall be the same as that of the County of Hidalgo.

#### **ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING**

**Section 1. FILE LOCATION.** All records of the System and Board, including copies of financial transactions, shall be maintained by the Secretary.

**Section 2. REPORTS.** Copies of the Board minutes and financial reports shall be sent to each member library and the Commissioners' Court.

**Section 3. FINANCIAL ACCOUNTING.** Financial records and activities shall be maintained in accordance with generally accepted accounting principles.

#### **ARTICLE XI - AMENDMENT OF BYLAWS**

**Section 1. PROCEDURE.** These bylaws may be altered, amended, or expanded by the procedures set forth as follows:

a. A notice containing a full statement of the existing and proposed amendment(s) and the date, time and location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.

b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

**Section 2. APPROVAL.** These bylaws and subsequent changes will be submitted to the Hidalgo County Commissioners' Court for approval.

*Initial Establishment:*

Commissioners' Court appointed the County Library Board, August 9, 1971.  
The first Hidalgo County Library Board bylaws were approved with the initial terms of Board Members starting on January 1, 1972.

*Most Recent Revisions:*

Bylaws approved by the Hidalgo County Library System, April 22, 1986.  
Revisions approved July 28, 1987.

Bylaws approved by Hidalgo County Commissioners' Court, June 9, 1986.  
Revisions approved September 8, 1987.

Revisions approved by Hidalgo County Library System, July 28, 1998.  
Revisions approved by Hidalgo County Commissioners' Court, August 10, 1998.

Bylaws Approved by the HCLS Advisory Council (HCLS Library Directors) on 9/21/2000.  
Approved by the HCLS Board on 10/10/2000.  
Approved by Hidalgo County Commissioners' Court, and effective as of January 1<sup>st</sup> 2001.

This revision/addition was approved by the Hidalgo County Library System Board on April 18<sup>th</sup> 2002.  
Approved by Hidalgo County Commissioners' Court on May 28<sup>th</sup> 2002.

# Hidalgo County Library System Bylaws

## ARTICLE I – NAME, AUTHORITY AND DEFINITIONS

**Section 1. NAME.** The name of the organization shall be the Hidalgo County Library System (HCLS).

**Section 2. AUTHORITY.** The County of Hidalgo shall provide a County Free Library System to its citizens as set forth in Local Government Code Chapter 323.

**Section 3. DEFINITION.** HCLS shall consist of the organized public libraries within Hidalgo County.

**Section 4. DEFINITION.** The Hidalgo County Library System Board shall consist of the directors of the member public libraries, one lay member from each county precinct, and one lay member at-large.

## ARTICLE II –PURPOSE

**Section 1. PURPOSE.** The Hidalgo County Library System mission shall promote, coordinate and support full and free library services to all residents of Hidalgo County.

**Section 2. GENERAL POWERS AND OBJECTIVES.** The Hidalgo County Library System shall be governed by the Hidalgo County Commissioners' Court, through the Hidalgo County Library System Board. Its objectives are:

a. Cooperation among member libraries; and with other libraries and library systems to the furtherance of Hidalgo County library services;

b. To make member library resources equally accessible throughout Hidalgo County;

c. To research, implement and evaluate services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents;

d. To support the goals and objectives of the American Library Association and the Texas Library Association.

## ARTICLE III – MEMBERSHIP

**Section 1. ELIGIBILITY.** Membership shall be available to each legally established public library in Hidalgo County which is an accredited member or eligible for accreditation in the Texas Library System, according to the rules and regulations in effect for the current biennium of the Texas Library System Act.

Provisional membership is available to libraries who have not been members in the past, who are a legally established public library in Hidalgo County, but who are not yet an accredited member or eligible for accreditation in accordance with the rules and regulations under the current biennium of the Texas Library Systems Act. Provisional members are treated as regular members approved on the first year of "probationary" status beginning from January 1 in the year following their approval. Provisional members may request "probationary" status from the Hidalgo County Library System Board for no more than three consecutive years.

**Section 2. APPLICATION.** Eligible public libraries membership shall submit a letter of application for membership to the Hidalgo County Library System Board for consideration. This letter shall be signed by their City Mayor or City Manager. It shall include the ordinance or resolution of the governing body establishing the library (Texas Library Systems Act, §1.73).

**Section 3. APPROVAL.** Final approval for System membership shall rest with the Hidalgo County Commissioners' Court upon the Board's recommendation.

**Section 4. WITHDRAWAL.** After a city has been a part of the County library system for two years, the governing body of the city may withdraw from the system by giving a minimum of six months advance notice, in writing, to the Hidalgo County Library System Board. The Hidalgo County Commissioners' Court shall be informed of any member library's withdrawal. (Local Government Code, § 323.008 (c))

**Section 5. PROBATION.** A member library that fails to meet the membership requirements of the Texas Library Systems Act for any reason is eligible for, and may request, probationary status from the Hidalgo County Library System Board. It may do so annually for up to three consecutive years. While on probationary status, a library may continue to participate in the activities of the Hidalgo County Library System.

**Section 6. TERMINATION.** Library membership in the Hidalgo County Library System may be terminated if a member library ceases to meet membership requirements of the Texas Library Systems Act, and is not granted Hidalgo County Library System probationary status. The Hidalgo County Commissioners' Court shall be informed of any termination.

#### **ARTICLE IV - BOARD OF DIRECTORS**

##### **Section 1. NUMBER AND QUALIFICATIONS.**

a. **BOARD MEMBERS AND VOTING:** Each member library shall be represented by their director as their Board member. In addition, the County shall appoint one lay member for each precinct, and one lay member at large. Lay members shall serve staggered terms of two years each. Each member shall have one vote.

Lay members missing more than three consecutive meetings without reason shall be considered to have resigned. The HCLS President will inform the Commissioners' Court of any resignation, whether by lay member action or by nonattendance.

No lay member shall serve more than three consecutive terms.

b. **ALTERNATES:** Each Board member shall appoint one alternate. Each library shall notify the Board of its alternate, or any changes in alternate status. Alternates shall be entitled to all rights and privileges of full membership in the absence of their library's representative; and shall assume the duties of a full voting member.

##### **Section 2. DUTIES.**

Board duties shall consist of the following:

a. To evaluate Hidalgo County Library System programs and services; and to develop policies to carry out the Hidalgo County Library System mission and purpose.

b. To prepare and approve an annual budget and service plan. These shall be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, who serves as the County's chief fiscal officer.

c. To take action, make recommendations and formulate policy on any matter pertinent to the mission of the Hidalgo County Library System as outlined in these Bylaws.

d. To act on all requests for admission to the System and to act on all requests for probationary status;

e. To elect officers of the Hidalgo County Library System Board. Board officers shall consist of a President, Vice-President and Secretary; and other officers the Board may see fit to create to better fulfill the HCLS mission. The Board President shall be presented to the County Commissioners' Court for confirmation as the County Librarian and Coordinator for the Hidalgo County Library System. (Local Government Code §323.005).

#### **ARTICLE V – OFFICERS**

**Section 1. NUMBER AND ELECTION.** The permanent officers of the Hidalgo County Library System Board shall be a President, Vice-President and Secretary.

The President shall be elected by the Board from the public library directors of the Board. S/he shall be elected in

November of every second year and shall take office the following January.

The Vice-President and Secretary may be elected from other member library staff, with the consent of the director of the library affected, and upon majority approval of the HCLS Board.

**Section 2. TERMS.** All officers shall serve terms of two years.

**Section 3. TERM LIMITS.** No Board member shall serve in the same office for more than three consecutive terms.

**Section 4. VACANCY OF PERMANENT OFFICERS.** In case of vacancy of the President, Vice-President or Secretary, the position shall be filled by election of a new officer who shall complete the term. Elections shall take place within 60 days of notification of vacancy. The Board shall then present its slate, or the replacement name in case of vacancy, to the County Commissioners Court for approval.

#### **ARTICLE VI - DUTIES OF OFFICERS**

**Section 1. PRESIDENT / COUNTY LIBRARIAN.** The President shall preside at Board meetings. The President shall account for all funds received by the System; authorize all invoices presented by member libraries, or received on their behalf for payment; and present monthly financial statements at Board meetings. As County Librarian, the President assists members in all library-related activities, serves as the HCLS representative with the Commissioners' Court, and performs other duties as prescribed by the Board.

**Section 2. VICE-PRESIDENT.** The Vice-President shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the Vice-President shall serve as interim President until selection of a new President per these Bylaws.

**Section 3. SECRETARY.** The secretary shall record and sign meeting minutes, and shall perform other duties as assigned by the President or Board.

#### **ARTICLE VII – COMMITTEES AND OTHER POSITIONS**

**Section 1. GENERAL.** Committees and other positions may be appointed by the President as the need arises, or on the request of a majority of the Hidalgo County Library System Board.

**Section 2. STANDING COMMITTEES.** There shall be two standing committees, which shall be appointed by the President. The President shall be an ex officio member of both.

a. **BUDGET COMMITTEE:** The members shall be appointed by the president at the second meeting of the fiscal year. The Committee shall be composed of the President, at least two other members of the Board. The Budget Committee shall work with the President/County Librarian in the preparation of the budget.

b. **SYSTEMS STUDY COMMITTEE:** Members shall be appointed by the president at the second meeting of the fiscal year. The committee shall be composed of the President and at least one additional member of the Board, and the chairman of the Budget Committee. The purpose of the committee shall be to propose a plan of service for implementation through the budget year. This committee shall also establish long-term goals for the System.

**Section 3. NOMINATING COMMITTEE.** At the September board meeting of every second year, the president shall appoint a nominating committee to report to the Board in November.

#### **ARTICLE VIII - MEETINGS**

**Section 1. REGULAR MEETINGS.** The Hidalgo County Library System Board shall normally meet every third Thursday of each month. Meetings may be changed with due notice because of holiday schedules; to take advantage of regional library meetings and workshops, such as South Texas Library System geographical

meetings; or other reason.

**Section 2. MEETING NOTICE.** Notice of each board meeting shall be sent to member libraries and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted.

**Section 3. PARLIAMENTARY PROCEDURE.** All meetings shall be conducted in accordance with the latest edition of *Robert's Rules of Order*.

**Section 4. SPECIAL MEETINGS.** Special meetings for any purpose may be called by the President or any three members of the Board. These meetings shall be called by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days beforehand. Notice of special meetings shall state the time, place, and business to be transacted.

**Section 5. QUORUM.** A majority of Board members shall constitute a quorum for business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration.

#### ARTICLE IX - FISCAL YEAR

The fiscal year of the System shall be that of the County of Hidalgo.

#### ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING

**Section 1. FILE LOCATION.** All records of the System and Board, including copies of financial transactions, shall be maintained by the Secretary.

**Section 2. REPORTS.** Copies of the Board minutes shall be sent to each member library and the Commissioners' Court. Copies of financial reports and disbursements shall be distributed to each library following County fund disbursements.

**Section 3. FINANCIAL ACCOUNTING.** The County Commissioner's Court maintains records of all financial disbursements and transactions. These are the official financial records. The Hidalgo County Library System may request records for verification, state reports and for other reasonable and lawful disclosure.

#### ARTICLE XI - AMENDMENT OF BYLAWS

**Section 1. PROCEDURES.** These bylaws may be altered, amended, or expanded by the procedures set forth below:

- a. A notice containing a full statement of the existing and proposed amendment(s) and the date, time and location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.
- b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

**Section 2. APPROVAL.** These bylaws and subsequent changes shall be submitted to the Hidalgo County Commissioners' Court for approval.

*Initial Establishment:*

The Hidalgo County Commissioners' Court first appointed the County Library Board August 9, 1971. The Hidalgo County Library Board bylaws were approved with the initial terms of Board Members starting on January 1, 1972.

*Most Recent Revisions (in reverse chronological order):*

Bylaw revision/addition approved by the Hidalgo County Library System Board on January 22, 2009  
Approved by the Hidalgo County Commissioners' Court on [DATE]

Bylaw revision/addition approved by the Hidalgo County Library System Board on April 18, 2002.  
Approved by Hidalgo County Commissioners' Court on May 28, 2002.

Bylaws Approved by the HCLS Advisory Council (HCLS Library Directors) on 9/21/2000.  
Approved by the HCLS Board on 10/10/2000.  
Approved by Hidalgo County Commissioners' Court and effective January 1, 2001.

Revisions approved by Hidalgo County Library System, July 28, 1998.  
Revisions approved by Hidalgo County Commissioners' Court, August 10, 1998.

Bylaws approved by Hidalgo County Commissioners' Court, June 9, 1986.  
Revisions approved September 8, 1987.

Bylaws approved by the Hidalgo County Library System, April 22, 1986.  
Revisions approved July 28, 1987.

# Hidalgo County Library System Bylaws *Simplified wording*

## ARTICLE I – NAME, AUTHORITY AND DEFINITIONS

**Section 1. NAME.** The name of the organization shall be the Hidalgo County Library System (HCLS). *To reference abbreviation.*

**Section 2. AUTHORITY.** The County of Hidalgo shall provide a County Free Library System to its citizens as set forth in Local Government Code Chapter 323. *No change.*

**Section 3. DEFINITION.** HCLS shall consist of the organized public libraries within Hidalgo County. *Use of abbreviation to save space.*

**Section 4. DEFINITION.** The Hidalgo County Library System Board shall consist of the directors of the member public libraries, one lay member from each county precinct, and one lay member at-large. *Simplified wording.*

## ARTICLE II –PURPOSE

**Section 1. PURPOSE.** The Hidalgo County Library System mission shall promote, coordinate and support full and free library services to all residents of Hidalgo County. *Simplified wording.*

**Section 2. GENERAL POWERS AND OBJECTIVES.** The Hidalgo County Library System shall be governed by the Hidalgo County Commissioners' Court, through the Hidalgo County Library System Board. Its objectives are: *Simplified wording. Line spacing added for readability and appearance.*

a. Cooperation among member libraries; and with other libraries and library systems to the furtherance of Hidalgo County library services; *Simplified wording. There are no longer associate members (school libraries were formerly associate members).*

b. To make member library resources equally accessible throughout Hidalgo County; *Simplified wording. There are no longer associate members.*

c. To research, implement and evaluate services and programs which meet the informational, educational, recreational and cultural needs of Hidalgo County residents; *No change in wording.*

d. To support the goals and objectives of the American Library Association and the Texas Library Association. *No change in wording.*

## ARTICLE III – MEMBERSHIP

**Section 1. ELIGIBILITY.** Membership shall be available to each legally established public library in Hidalgo County which is an accredited member or eligible for accredited membership in the Texas Library System, according to the rules and regulations in effect for the current biennium of the Texas Library System Act. *Clarified wording.*

Provisional membership is available to libraries who have not been members in the past, who are a legally established public library in Hidalgo County, but who are not yet an accredited member or eligible for accreditation in accordance with the rules and regulations under the current biennium of the Texas Library Systems Act. Provisional members are treated as regular members approved on the first year of “probationary” status beginning from January 1 in the year following their approval. Provisional members may request “probationary” status from the Hidalgo County Library System Board for no more than three consecutive years. *Simplified wording for clarity.*

**Section 2. APPLICATION.** Eligible public libraries membership shall submit a letter of application for membership to the Hidalgo County Library System Board for consideration. This letter shall be signed by their City Mayor or City Manager. It shall include the ordinance or resolution of the governing body establishing the library (Texas Library Systems Act, §1.73). *Simplified wording for clarity.*

**Section 3. APPROVAL.** Final approval for System membership shall rest with the Hidalgo County Commissioners' Court upon the Board's recommendation. No change.

**Section 4. WITHDRAWAL.** After a city has been a part of the County library system for two years, the governing body of the city may withdraw from the system by giving a minimum of six months advance notice, in writing, to the Hidalgo County Library System Board. The Hidalgo County Commissioners' Court shall be informed of any member library's withdrawal. (Local Government Code, § 323.008 (c)) Simplified wording for clarity.

**Section 5. PROBATION.** A member library that fails to meet the membership requirements of the Texas Library Systems Act for any reason is eligible for, and may request, probationary status from the Hidalgo County Library System Board. It may do so annually for up to three consecutive years. While on probationary status, a library may continue to participate in the activities of the Hidalgo County Library System. There is no longer provisional status. Merged with probationary status. Wording simplified for clarity.

**Section 6. TERMINATION.** Library membership in the Hidalgo County Library System may be terminated if a member library ceases to meet membership requirements of the Texas Library Systems Act, and is not granted Hidalgo County Library System probationary status. The Hidalgo County Commissioners' Court shall be informed of any termination. Wording simplified for clarity and brevity.

#### **ARTICLE IV - BOARD OF DIRECTORS**

##### **Section 1. NUMBER AND QUALIFICATIONS.**

a. **BOARD MEMBERS AND VOTING:** Each member library shall be represented by their director as their Board member. In addition, the County shall appoint one lay member for each precinct, and one lay member at large. Lay members shall serve staggered terms of two years each. Each member shall have one vote. Revised for clarity.

Lay members missing more than three consecutive meetings without reason shall be considered to have resigned. The HCLS President will inform the Commissioners' Court of any resignation, whether by lay member action or by nonattendance. Added clause for attendance.

No lay member shall serve more than three consecutive terms. Added – new clause.

b. **ALTERNATES:** Each Board member shall appoint one alternate. Each library shall notify the Board of its alternate, or any changes in alternate status. Alternates shall be entitled to all rights and privileges of full membership in the absence of their library's representative; and shall assume the duties of a full voting member. Added for short-term continuity of representation.

##### **Section 2. DUTIES.**

Board duties shall consist of the following: Added phrase for readability.

a. To evaluate Hidalgo County Library System programs and services; and to develop policies to carry out the Hidalgo County Library System mission and purpose. Simplified for clarity.

b. To prepare and approve an annual budget and service plan. These shall be submitted in sufficient time to meet the requirements of the Hidalgo County Judge, who serves as the County's chief fiscal officer. Revised for clarity.

c. To take action, make recommendations and formulate policy on any matter pertinent to the mission of the Hidalgo County Library System as outlined in these Bylaws. Simplified for clarity.

d. To act on all requests for admission to the System and to act on all requests for probationary status; Simplified for clarity..

e. To elect officers of the Hidalgo County Library System Board. Board officers shall consist of a President, Vice-President and Secretary; and other officers the Board may see fit to create to better fulfill the HCLS mission. The Board President shall be presented to the County Commissioners' Court for confirmation as the County Librarian and Coordinator for the Hidalgo County Library System. (Local

Government Code §323.005). *Revised for clarity and to allow for additional officers and functions, e.g., a parliamentarian. Revised to remove the position of treasurer, as funds are not directly administered by HCLS.*

#### **ARTICLE V – OFFICERS**

**Section 1. NUMBER AND ELECTION.** The permanent officers of the Hidalgo County Library System Board shall be a President, Vice-President and Secretary. *Revised. Distinction made between permanent officers and those appointed as needed. No treasurer, since the Board does not handle funds directly.*

The President shall be elected by the Board from the public library directors of the Board. S/he shall be elected in November of every second year and shall take office the following January. *The Presidency still resides with the directors. The MLS requirement has been removed to widen the field of eligible candidates.*

The Vice-President and Secretary may be elected from other member library staff, with the consent of the director of the library affected, and upon majority approval of the HCLS Board. *Expanded to increase the pool of other qualified candidates.*

**Section 2. TERMS.** All officers shall serve terms of two years. *Wording simplified for clarity.*

**Section 3. TERM LIMITS.** No Board member shall serve in the same office for more than three consecutive terms. *Wording simplified for clarity.*

**Section 4. VACANCY OF PERMANENT OFFICERS.** In case of vacancy of the President, Vice-President or Secretary, the position shall be filled by election of a new officer who shall complete the term. Elections shall take place within 60 days of notification of vacancy. The Board shall then present its slate, or the replacement name in case of vacancy, to the County Commissioners Court for approval. *Revised for easier filling of vacancies between terms.*

#### **ARTICLE VI - DUTIES OF OFFICERS**

**Section 1. PRESIDENT / COUNTY LIBRARIAN.** The President shall preside at Board meetings. The President shall account for all funds received by the System; authorize all invoices presented by member libraries, or received on their behalf for payment; and present monthly financial statements at Board meetings. As County Librarian, the President assists members in all library-related activities, serves as the HCLS representative with the Commissioners' Court, and performs other duties as prescribed by the Board. *Some treasurer functions merged with the presidency for accountability. The position of treasurer has been eliminated.*

**Section 2. VICE-PRESIDENT.** The Vice-President shall perform all duties as may be assigned by the President or Board. In the absence or resignation of the President, the Vice-President shall serve as interim President until selection of a new President per these Bylaws. *Revised for clarity.*

**Section 3. SECRETARY.** The secretary shall record and sign meeting minutes, and shall perform other duties as assigned by the President or Board. *No substantive changes.*

#### **ARTICLE VII – COMMITTEES AND OTHER POSITIONS**

**Section 1. GENERAL.** Committees and other positions may be appointed by the President as the need arises, or on the request of a majority of the Hidalgo County Library System Board. *Revised to add other positions, e.g., an automation consultant.*

**Section 2. STANDING COMMITTEES.** There shall be two standing committees, which shall be appointed by the President. The President shall be an ex officio member of both. *No substantive change.*

a. **BUDGET COMMITTEE:** The members shall be appointed by the president at the second meeting of the fiscal year. The Committee shall be composed of the President, at least two other members of the Board. The Budget Committee shall work with the President/County Librarian in the preparation of the budget. *No substantive change.*

b. **SYSTEMS STUDY COMMITTEE:** Members shall be appointed by the president at the second meeting of the fiscal year. The committee shall be composed of the President and at least one additional member of the Board, and the chairman of the Budget Committee. The purpose of the committee shall be to propose a plan of service for implementation through the budget year. This committee shall also establish long-term goals for the System. No substantive change.

**Section 3. NOMINATING COMMITTEE.** At the September board meeting of every second year, the president shall appoint a nominating committee to report to the Board in November. No change.

#### **ARTICLE VIII - MEETINGS**

**Section 1. REGULAR MEETINGS.** The Hidalgo County Library System Board shall normally meet every third Thursday of each month. Meetings may be changed with due notice because of holiday schedules; to take advantage of regional library meetings and workshops, such as South Texas Library System geographical meetings; or other reason. Elaborated to conform to existing custom and to allow exceptions.

**Section 2. MEETING NOTICE.** Notice of each board meeting shall be sent to member libraries and the Hidalgo County Commissioners' Court, at least three days prior to the Board meetings. Such notice shall state the time, place, and agenda of the meeting and business to be transacted. No change.

**Section 3. PARLIAMENTARY PROCEDURE.** All meetings shall be conducted in accordance with the latest edition of Robert's Rules of Order. Changed to ensure currency of reference.

**Section 4. SPECIAL MEETINGS.** Special meetings for any purpose may be called by the President or any three members of the Board. These meetings shall be called by notifying each of the Board members and the Hidalgo County Commissioners' Court at least three days beforehand. Notice of special meetings shall state the time, place, and business to be transacted. No change.

**Section 5. QUORUM.** A majority of Board members shall constitute a quorum for business. When a quorum is present at any meeting, a majority vote of the Board members present shall decide any questions under consideration. No change.

#### **ARTICLE IX - FISCAL YEAR**

The fiscal year of the System shall be that of the County of Hidalgo. Simplified for brevity. No substantive change.

#### **ARTICLE X - RECORDS AND FINANCIAL ACCOUNTING**

**Section 1. FILE LOCATION.** All records of the System and Board, including copies of financial transactions, shall be maintained by the Secretary. No change.

**Section 2. REPORTS.** Copies of the Board minutes shall be sent to each member library and the Commissioners' Court. Copies of financial reports and disbursements shall be distributed to each library following County fund disbursements. Revised to report funds and expenditures for transparency.

**Section 3. FINANCIAL ACCOUNTING.** The County Commissioner's Court maintains records of all financial disbursements and transactions. These are the official financial records. The Hidalgo County Library System may request records for verification, state reports and for other reasonable and lawful disclosure. Revised because HCLS no longer handles funds directly.

#### **ARTICLE XI - AMENDMENT OF BYLAWS** No substantive changes to this section.

**Section 1. PROCEDURES.** These bylaws may be altered, amended, or expanded by the procedures set forth below:

- a. A notice containing a full statement of the existing and proposed amendment(s) and the date, time and

location of the meeting shall be sent to Board representatives and alternates at least ten days prior to the meeting.

b. At such meeting, after proper notice has been given and a quorum established, the Board may adopt the proposed amendment(s) by a 2/3 majority vote of the members present.

**Section 2. APPROVAL.** These bylaws and subsequent changes shall be submitted to the Hidalgo County Commissioners' Court for approval. *No substantive changes. Record of bylaw approval presented in reverse chronological order following the initial establishment.*

*Initial Establishment:*

The Hidalgo County Commissioners' Court first appointed the County Library Board August 9, 1971. The Hidalgo County Library Board bylaws were approved with the initial terms of Board Members starting on January 1, 1972.

*Most Recent Revisions (in reverse chronological order):*

Bylaw revision/addition approved by the Hidalgo County Library System Board on January 22, 2009  
Approved by the Hidalgo County Commissioners' Court on [DATE]

Bylaw revision/addition approved by the Hidalgo County Library System Board on April 18, 2002.  
Approved by Hidalgo County Commissioners' Court on May 28, 2002.

Bylaws Approved by the HCLS Advisory Council (HCLS Library Directors) on 9/21/2000.  
Approved by the HCLS Board on 10/10/2000.  
Approved by Hidalgo County Commissioners' Court and effective January 1, 2001.

Revisions approved by Hidalgo County Library System, July 28, 1998.  
Revisions approved by Hidalgo County Commissioners' Court, August 10, 1998.

Bylaws approved by Hidalgo County Commissioners' Court, June 9, 1986.  
Revisions approved September 8, 1987.

Bylaws approved by the Hidalgo County Library System, April 22, 1986.  
Revisions approved July 28, 1987.

AI-15474

10.C.

457 plan hardship w/d request

CC REGULAR

**Date:** 05/19/2009

**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE

**Department:** COMMISSIONERS' COURT EXEC. OFFICE

**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Approval of 457 Plan Hardship withdrawal request for employee # 015083

**BACKGROUND**

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**Fiscal Impact**

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**Attachments**

Link: [request](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:08 PM	APRV
2	Veronica Lopez	Veronica Lopez	05/15/2009 09:25 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo  
Started On: 05/13/2009 02:57 PM

Final Approval Date: 05/15/2009

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AI-15534

10.D.

**Salary increases of CC at Law Judges**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE  
**Department:** COMMISSIONERS' COURT EXEC. OFFICE  
**Agenda Category:** Comm. Court Executive Office

**Information**

**CAPTION**

Discussion and possible action regarding salary increases of the County Court at Law Judges

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [letter](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 02:22 PM	APRV
2	Sylvia Solis	Sylvia Solis	05/15/2009 04:55 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Badillo

Started On: 05/15/2009 02:15 PM

Final Approval Date: 05/15/2009

# FEDERICO (FRED) GARZA, JR.

JUDGE, COUNTY COURT AT LAW NO. 4  
HIDALGO COUNTY COURTHOUSE  
100 N. Clossner, 3rd Floor  
EDINBURG, TEXAS 78539  
(956) 318-2390



Aida Ramirez  
COURT ADMINISTRATOR / BAILIFF / INTERPRETER

Rachael Segura  
COURT COORDINATOR

Maria E. Amador  
OFFICIAL COURT REPORTER

Jessica L. Ramirez  
ASSISTANT COURT COORDINATOR

May 6, 2009

Hon. J.D. Salinas  
Hidalgo County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78539

Dear Judge Salinas:

We, the county court-at-law judges of Hidalgo County, hereby respectfully request that you reconsider the issue of the pay raise that was voted for us in last year's budget. We kindly request that this matter be placed as an agenda item for the following Commissioner's Court meeting.

Thank you for your prompt attention with this matter.

Judge Federico (Fred) Garza, Jr.  
Judge County Court at Law 4

Judge Rodolfo (Rudy) Gonzalez  
Judge County Court at Law 1

Judge Jaime (Jay) Palacios  
Judge County Court at Law 2

Judge Arnoldo Cantu  
Judge County Court at Law 5

Judge Albert Garcia  
Judge County Court at Law 6

Judge Homer Garza  
Judge County Court at Law

  
Probate Court

AI-15470

10.E.1.

**Settlement Check for Const P3**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Aida Alvarez, SAFETY DIVISION  
**Submitted For:** Roy Quintanilha  
**Department:** SAFETY DIVISION  
**Agenda Category:** Comm. Court Executive Office

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**Information**

**CAPTION**

Approval to accept settlement check from State Farm Insurance Company in the amount of \$518.42 for an auto accident with County vehicle (Constable Pct 3)

**BACKGROUND**

Date of Accident: 05/03/09 (Const. P3)

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

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**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	Veronica Lopez	05/13/2009 01:59 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	05/14/2009 02:57 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Aida Alvarez

Started On: 05/13/2009 01:46 PM

Final Approval Date: 05/15/2009

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AI-15318

11.B.

**CIHCP - Hidalgo County Indigent Care Program Compliance Policy  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
**Submitted For:** Dairen Sarmiento  
**Department:** HEALTH & HUMAN SERVICES DEPT.  
**Agenda Category:** Health & Human Services Dept.

**Information**

**CAPTION**

Approval of Hidalgo County Indigent Care Program Compliance Policy.

**BACKGROUND**

Backup to be provided at CC.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 02:20 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/08/2009 03:23 PM	APRV
3	Auditor's Office	Angela Garcia	05/15/2009 05:51 PM	APRV

Form Started By: Dairen Sarmiento  
Started On: 05/05/2009 01:56 PM  
Final Approval Date: 05/15/2009

AI-15317

11.C.

**CIHCP - Hidalgo County Indigent Program Amendment  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.  
**Submitted For:** Dairen Sarmiento  
**Department:** HEALTH & HUMAN SERVICES DEPT.  
**Agenda Category:** Health & Human Services Dept.

**Information**

**CAPTION**

Approval of Hidalgo County Indigent Program Amendment to Require Prior Authorization for Non-Emergency Speciality Services.

**BACKGROUND**

Backup to be provided at CC.

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/06/2009 02:18 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/08/2009 03:23 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Dairen Sarmiento			Started On: 05/05/2009 01:54 PM	
Final Approval Date: 05/15/2009				

AI-15447

12.A.

81st Legislative Session

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

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

**BACKGROUND**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 11:12 AM	APRV
2	Roland Garcia	Rolando Garcia	05/14/2009 08:45 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Erika Reyna			Started On: 05/13/2009 08:56 AM	

Final Approval Date: 05/15/2009

**AI-15444**  
**RMA Presentation**  
**CC REGULAR**

**12.B.**

**Date:** 05/19/2009  
**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	Veronica Lopez	05/13/2009 08:41 AM	APRV
2	Roland Garcia	Rolando Garcia	05/14/2009 08:45 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Erika Reyna  
Started On: 05/12/2009 04:52 PM  
Final Approval Date: 05/15/2009

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AI-15523

12.C.

**RMA Director Oath**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

Administer oath to Regional Mobility Director Juan Maldonado appointed by Hidalgo County Judge J.D. Salinas III on May 12, 2009.

**BACKGROUND**

**Fiscal Impact**

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

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 10:36 AM	APRV
2	Roland Garcia	Rolando Garcia	05/15/2009 01:34 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Erika Reyna  
 Started On: 05/15/2009 10:17 AM

Final Approval Date: 05/15/2009

AI-15525

12.D.

**Workforce Partnership Agreement  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Erika Reyna, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

1. Discussion, consideration, and approval of interlocal cooperation agreement and worksite agreement between Hidalgo County and Texas Workforce Solutions.
2. Discussion, consideration, and approval of interlocal cooperation agreements between Hidalgo County, Texas Workforce Solutions, and various cities.

**BACKGROUND**

Agreements will be provided in court.

**Fiscal Impact**

<b><u>FISCAL YEAR:</u></b>	<b><u>ACCT. #:</u></b>
<b><u>FUNDS AVAILABLE Y/N?:</u></b>	<b><u>MATCHING FUNDS Y/N?:</u></b>
<b><u>BUDGETARY IMPACT:</u></b>	
No 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	05/15/2009 04:49 PM	APRV
2	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Erika Reyna			Started On: 05/15/2009 10:28 AM	
Final Approval Date: 05/15/2009				

AI-15501

12.E.

**Resolution - SCAAP Funding  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Roxanne De La Garza, COUNTY JUDGE  
**Department:** COUNTY JUDGE  
**Agenda Category:** County Judge's Office

**Information**

**CAPTION**

Approval of resolution regarding SCAAP funding

**BACKGROUND**

**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	Rosie Cantu	05/14/2009 02:59 PM	APRV
2	Roland Garcia	Rolando Garcia	05/15/2009 01:34 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Roxanne De La Garza			Started On: 05/14/2009 01:35 PM	
Final Approval Date: 05/15/2009				

AI-15539

13.A.

**CHAPS Program funding request-UTPA  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Urban County

**Information**

**CAPTION**

Discussion, consideration, and possible action of funding request submitted by Dr. Van A. Reidhead and Mr. John Milford from the University of Texas-Pan American in order to facilitate the establishment of the Hidalgo County Community Historic Archaeology Program for the Schools (CHAPS).

**BACKGROUND**

**Fiscal Impact**

**Attachments**

Link: [CHAPS program funding request](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/15/2009 04:44 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 04:47 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/15/2009 04:56 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Ivan Cantu

Started On: 05/15/2009 04:18 PM

Final Approval Date: 05/15/2009

A PROPOSAL FOR A HIDALGO COUNTY COMMUNITY K-12 HISTORIC ARCHAEOLOGY  
PROGRAM  
UNIVERSITY OF TEXAS-PAN AMERICAN in PARTNERSHIP with  
The MUSEUM OF SOUTH TEXAS HISTORY and  
The PUBLIC SCHOOLS of HIDALGO COUNTY

Submitted by Van A. Reidhead  
And John Milford  
For  
Cynthia Brown  
Vice Provost and Director  
Raul Yzaguirre Policy Institute

## BACKGROUND

Since 2005 the University of Texas-Pan American (UTPA) has explored the feasibility and advantages for establishing a Hidalgo County Community Historic Archaeology Program for the Schools (CHAPS) in Hidalgo County, which would be grounded in a UTPA, K-12 schools, and Museum of South Texas History partnership. By mutual agreement, exclusively by prior bookings made by UTPA and the schools, Museum exhibits and events will be available to support CHAPS programs. The Museum's operational role will be determined going forward, in accord with its mission and goals, and may include submission with other CHAPS partners of grants for external funding that is mutually beneficial to the missions and operations of each partner. Supported by UTPA's academic and physical infrastructure, the purpose of CHAPS is to engage K-12 teachers and students in the discovery and preservation of Hidalgo County archaeology, from the Spanish discovery of the Americas through the 20<sup>th</sup> century. CHAPS will construct investigation-based curriculum (excavation, analysis, preservation, reporting, and exhibition), using the research discovery process to teach skills in math, science, reading, writing, group communication, and technology. While reconstructing the lost history of Hidalgo County, students will develop passion for learning and the skills needed to succeed in college. Sustained community archaeology programs of this kind exist in Arkansas, Colorado, Illinois and other places. Dr. Van Reidhead, Dean of the College of Social and Behavioral Sciences, is a published archaeologist who has led the development of sustained K-12 curricular projects that include archaeology. Mr. John Milford, Lecturer in Public Administration, is a seasoned public servant in Hidalgo County, with broad governmental management and partnering experience.

The University of Texas-Pan American has the knowledge, administrative, and physical infrastructure to guarantee that the proposed program is a success.

The mission of UTPA, as approved the University of Texas System, is that it

**"Serves the higher education needs of a rapidly growing, international, multicultural population in the South Texas Region. The University preserves, transmits and creates knowledge to serve the cultural, civic, and economic advancement of the region and the state. The University provides students advanced instruction in academic programs offered through innovative delivery systems that lead to professional certification, and baccalaureate, masters and doctoral degrees. Through teaching, research, creative activity and public service, UTPA prepares students for lifelong learning and leadership roles in the state, nation and world community."**

The financial support of Hidalgo County is needed to match UTPA commitments to assure *that the full* scope of this K-12 community archaeology program is achieved. UTPA proposes a 3-year commitment by all parties to pilot this project, laying a strong foundation for success.

## **SCOPE OF K-12 UTPA COMMUNITY HISTORIC ARCHAEOLOGY PROGRAM**

Programs successfully piloted in each year will be sustained and expanded in subsequent years of the pilot project. Year-2 deliverables will include sustaining achievements made in year-1. Year-3 deliverables will include sustaining achievements of years 1-2.

### **Fiscal Year 2009 (January 1, 2009 through December 31, 2009) Action Plan:**

#### **Year-1 Deliverables:**

1. Assemble a CHAPS community Advisory Board, in collaboration with Hidalgo County, Museum of South Texas History, participating school districts, and other stakeholders.
2. Recruit K-12 teachers for the program from 1 each public elementary, middle, and high school.
3. Produce curriculum, in collaboration with K-12 teachers, College of Education faculty, and the Texas Education Agency to assure best practice and K-16 curricular alignment.
4. Introduce a Community Archaeology Class at UTPA to recruit and prepare university students to work as assistants to K-12 teachers in archaeology field, laboratory, and preservation work.
5. Conduct pilot K-12 archaeology field investigations (library, survey, mapping, and analysis) to pre-test curriculum; report findings in writing and at a conference, and exhibit artifacts in appropriate public venues.
6. Submit grant proposals for funds to develop program.
7. Work with UTPA Development Office to raise funds to sustain and expand the program toward maximum public access.
8. Evaluate first year student learning outcomes and community engagement effectiveness; apply findings to improve the program in all deliverable areas.

### **Fiscal Year 2010 (January 1, 2010 through December 31, 2010) Action Plan:**

#### **Year-2 Deliverables:**

1. Expand K-12 teacher and student participation to additional schools under guidance of the CHAPS Advisory Board.
2. Recruit expert community volunteers to play leadership roles assisting UTPA-public school team to engage larger numbers of students.
3. Expand trained UTPA student assistant base through class, internships, and volunteer organization.
4. Expand field, laboratory, reporting, and exhibition activities; conduct first scientific excavations on a pilot basis.
5. Evaluate second year student learning outcomes and community engagement effectiveness and apply findings to design best practice model for implementation in year-3.

### **Fiscal Year 2011 (January 1, 2011 through December 31, 2011) Action Plan:**

#### **Year-3 Deliverables:**

1. Implement best practices as identified in years 1-2 to implement the program throughout Hidalgo County schools, with the number of schools participating commensurate with funding, in consultation with the Advisory Board.

**SUSTAINABILITY**

**Year 4 and Beyond:**

Build the quality and impact of CHAPS; begin replicating it throughout the Region 1 counties of South Texas.

**FUNDING REQUEST AND COMMITMENTS**

**Year-1 Budget**

	<b>UTPA</b>	<b>Hidalgo County</b>	<b>Participating Schools</b>	<b>TOTAL</b>
Director (12 months, full time)	12,000	68,000		80,000
Graduate Assistant (12 months, 50% time)	15,000			15,000
Secretarial Support (12 months, 50% time)		10,000		10,000
Staff Benefits		21,840		21,840
Curriculum, Communication, Management		9,000		9,000
Computer Systems (2)	4,000			4,000
Field and Laboratory Research Fees			TBA	
Teacher Participation			TBA	
Laboratory Space, Furniture, Equipment	TBA			
<b>Total Direct</b>		<b>108,840</b>		
Indirect (15%)		16,326		16,326
<b>Total</b>	<b>31,000</b>	<b>125,166</b>		<b>156,166</b>

**Year-2 Budget**

Will request continuation at 3% increase for salaries and benefits: \$111,835 + 16,775 (indirect)= 128,610.

**Year-3 Budget**

Will request continuation at 3% increase for salaries and benefits: \$114,920 + 17,238 (indirect) = 132,158.

AI-15429

14.A.

**WIC Budget Amendment  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Margarita Gonzalez, WIC  
**Department:** WIC  
**Agenda Category:** WIC

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**Information**

**CAPTION**

Approval of 2009 budget amendment for the WIC Department in the amount of \$205,473.00.

**BACKGROUND**

See Attachment:

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**Fiscal Impact**

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**Attachments**

Link: [Auditors Worksheet](#)

Link: [Budget Amendment](#)

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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	05/12/2009 08:03 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	05/15/2009 03:39 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Margarita Gonzalez  
Started On: 05/11/2009 02:51 PM  
Final Approval Date: 05/15/2009

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Budget Amendment



Print Hide Envelope

Show Header

**From:** Ramon Menchaca [Add to Address Book](#)  
**To:** 'Norma Longoria', 'Mague Gonzalez'  
**CC:** 'Mike Escaname'  
**Date:** Monday, May 11, 2009 10:36:23 AM  
**Subject:** Budget Amendment

Participant Analysis FY09.pdf

Norma,

I have discussed the Budget Amendment with Mike and came to the conclusion to allow an increase to the budget by 205,473.66.

I have included the Projection Worksheet.

If you have any questions please feel free to call us.

Thank you,

**Ramon G. Menchaca**

Grant Accountant II

**Hidalgo County Auditor's Office**

2808 S. Business Hwy 281

Edinburg, TX 78539

Voice: (956)318-2511 Ext. 4675

Fax : (956)318-2577

**HIDALGO COUNTY AUDITOR'S OFFICE**  
**Participant/Extended Hours Analysis**  
**WIC Administration Grant - Fiscal Year 2009**  
**10/01/2008 - 09/30/2009**

Month	FY 2009
October	75,787
November	74,800
December	75,358
January	75,763
February	75,616
March	76,033
April	75,560 *
May	75,560 *
June	75,560 *
July	75,560 *
August	75,560 *
September	75,560 *
<b>Totals</b>	<b>906,717</b>
October	\$13,026.30
November	\$13,750.42
December	\$13,761.14
January	\$14,222.48
February	\$12,835.03
March	\$12,390.42
April	\$13,330.97 *
May	\$13,330.97 *
June	\$13,330.97 *
July	\$13,330.97 *
August	\$13,330.97 *
September	\$13,330.97 *
<b>Extended Hours:</b>	
<b>Totals</b>	<b>\$159,971.61</b>
(Actual) FY 09 - Participants time Rate (10.45) Oct 08 - Mar 09	\$4,737,580.65
(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09	\$4,846,418.40
Proj Revenue FY 09 - Extended Hours	\$159,971.61
<b>Total Revenue Projected for FY 09</b>	<b>\$9,743,970.66</b>

\* = Projected average from first 6 months participation rates.

DATE: 5/11/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT  
WIC PROGRAM

ACCOUNT NUMBER: 9.1292.441.00.350.001.9

SUBJECT: Budget Amendments (Increases) in Accordance with Local  
Government Code, Chapter 111, Subchapter C

Honorable Commissioner's Court of Hidalgo County :

I would like to request the following amendments ( increases) to my department budget in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NO.	ACCOUNT NAME	AMOUNT
9.1292.441.00.350.001.9 441	Land & Building Rentals	100,000.00
9.1292.441.00.350.001.9 535	Postage	15,000.00
9.1292.441.00.350.001.9 601	Office Supplies	5,473.00
9.1292.441.00.350.001.9 603	Educational Supplies	2,000.00
9.1292.441.00.350.001.9 604	Medical Supplies	50,000.00
9.1292.441.00.350.001.9 622	Electricity	33,000.00

TOTAL BUDGET INCREASE REQUEST: 205,473.00

Reason : Increase budget to fund expenditures to end of fiscal year 9/30/09 from surplus earned.

\_\_\_\_\_  
 Department Head Signature

\_\_\_\_\_  
 APPROVED COMMISSIONER'S COURT

/ /

DATE

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

AI-15445

15.A.

**Operation Stonegarden Grant - City of Alton Budget  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Emilia Uriegas, SHERIFF DEPT.  
**Submitted For:** Anacleto Martinez  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

**Information**

**CAPTION**

Sheriff Office Operation Stonegarden Grant (1284):  
Approval of budget amendment for \$90,889.24 for the City of Alton, pursuant to sub-recipient interlocal agreement with the County of Hidalgo for the Operation Stonegarden Grant from the Governor's Division of Emergency Management.

**BACKGROUND**

The Sub-Recipient Agreement between Hidalgo County and the City of Alton was presented at CC on 05/12/09 (Agenda Item #18B 15408).

The budget includes provisions for overtime, the city's respective fringe benefits, purchase of vehicles, and fuel.

\$2,480,000 Operation Stonegarden Grant Certification of Revenues letter as certified by the County Auditor was prepared on 5-1-09.

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 9-1284-421-00-280-052-1-XXX

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

**BUDGETARY IMPACT:**

No local matching funds are required.

Appropriation of funds for the Stonegarden Grant for the City of Alton in the amount of \$90,889.24.

Revenue account# 9-1284-331-10-280-052-1-000

**Attachments**

Link: [Alton Budget](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/13/2009 04:04 PM	APRV
2	Manuel Chapa	Manuel Chapa	05/15/2009 10:15 AM	APRV
3	Budget & Management	Veronica Lopez	05/15/2009 10:31 AM	APRV

4	Manuel Chapa	Manuel Chapa	05/15/2009 10:34 AM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Emilia Uriegas  
Started On: 05/12/2009 04:55 PM

Final Approval Date: 05/15/2009

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**DATE:** May 13, 2009

**DEPARTMENT HEAD:** Sheriff Guadalupe "Lupe" Trevino/Mayor Salvador Vela

**DEPARTMENT NAME:** Operation Stonegarden--City of Alton

**ACCOUNT NUMBER:** 9-1284-421-00-280-052-1-XXX

**SUBJECT:** **Budget Amendments (Increases) in Accordance with Local Government Code, Chapter 111, Subchapter C**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Amendments (increases) to my budget in accordance with Local Government Code, Chapter 111, Subchapter C

<b>INCREASE OBJECT NUMBER(S)</b>	<b>ACCOUNT OBJECT NAME</b>	<b>AMOUNT</b>
9-1284-421-00-280-052-1-131	Overtime	34,615.08
9-1284-421-00-280-052-1-250	Unemployment Compensation	381.10
9-1284-421-00-280-052-1-260	Workers' Compensation	930.81
9-1284-421-00-280-052-1-626	Gasoline	4,962.25
9-1284-421-00-280-052-1-841	Aid to Governmental Agencies	50,000.00

**TOTAL APPROPRIATIONS** 90,889.24

9-1284-331-10-280-052-1-000 Office of the Governor--Division of Emergency Management 90,889.24

**TOTAL REVENUES** 90,889.24

**REASON:** To appropriate budget for the Operation Stonegarden Sub-Recipient grant award to the City of Alton from the Office of the Governor, Division of Emergency Management.

Federal Grant Award Number 2008-SG-T8-0009; SAA Award Number 08-48215-01.  
Grant Period is September 01, 2008 to May 01, 2011.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

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

AI-15475

15.B.

**Data Card Request - Sheriff Dept.  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Monica Hinojosa, SHERIFF DEPT.  
**Submitted For:** Monica Hinojosa  
**Department:** SHERIFF DEPT.  
**Agenda Category:** Sheriff's Office

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**Information**

**CAPTION**

Pursuant to Hidalgo County Cellular Telephone Policy, presentation for consideration, acceptance and approval of Cellular Phone Request Form (Data Card Request) for the following elected official and department head:

Department Name:	Name of Employee:	Basic Rate Plan	Total Per Month:	One Time Equipment Cost
Sheriff's Office	Lupe Trevino	Data Plan	\$55.00	\$99.00
Sheriff's Office	Pat Medina	Data Plan	\$55.00	\$99.00

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**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1100-421-00-280-001-0-532

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding available as of 5-15-09 \$9,455.07

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**Attachments**

Link: [Data Card Request](#)

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**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	05/13/2009 04:10 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:49 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/15/2009 08:20 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Monica Hinojosa  
Started On: 05/13/2009 03:07 PM

Final Approval Date: 05/15/2009

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**CELLULAR PHONE REQUEST FORM - W.1.2**  
**HIDALGO COUNTY, TEXAS**

(1) Type of Request:

Cellular Service Allowance (STIPEND)  Equipment Replacement

County Owned Department Assigned Cellular Service  Name Change

Delete Service

Other wireless device:  Data card  GPS  Blackberry  Other:

**STIPEND ONLY:**

(2) Requesting employee/position: \_\_\_\_\_

Department #: \_\_\_\_\_ Employee ID #: \_\_\_\_\_ Office: \_\_\_\_\_

(3) Type of duties:

Offsite duties  On-call duties  Law Enforcement / Emergency Response  Other: \_\_\_\_\_

(4) Describe how the use of this cell phone will benefit the county: \_\_\_\_\_

**COUNTY OWNED CELL PHONE ONLY:**

(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)

Quantity: \_\_\_\_\_

Service: \$ \_\_\_\_\_ /mo (x) \_\_\_\_\_ months = \$0.00 Account: \_\_\_\_\_ -532

Service: \$ \_\_\_\_\_ /mo (x) \_\_\_\_\_ months = \$0.00 Account: \_\_\_\_\_ -662

Requisition Total: \_\_\_\_\_ Requisition Number: \_\_\_\_\_

**DATA CARDS, GPS or OTHER**

(6) Requesting employee/position: PAT MEDINA, EXECUTIVE ADMINISTRATIVE ASSISTANT


Department #: 280 Employee ID #: 111945 Office: SHERIFF'S

Service: \$ 55.00 /mo (x) 8 months = \$440.00 Account: 9-1100-421-00-280-001-0- -532

Service: \$ \_\_\_\_\_ /mo (x) \_\_\_\_\_ months = \$0.00 Account: \_\_\_\_\_ -662

Requisition Total: \$479.92 Requisition Number: \_\_\_\_\_

(7) Elected Official/Department Head Authorization for Request:

 \_\_\_\_\_ EXE. ADM. ASSISTANT \_\_\_\_\_ 05/13/2009 \_\_\_\_\_  
 Signature Print Name Date

(8) Executive Office Authorization (Commissioner's Court Departments Only):

\_\_\_\_\_ Signature \_\_\_\_\_ Print Name \_\_\_\_\_ Date


(9) IT DEPARTMENT ONLY:

Service Type Codes: \_\_\_\_\_

Commissioner's Court Action:

Approved Date: \_\_\_\_\_  Disapproved

**CELLULAR PHONE REQUEST FORM - W.1.2**  
**HIDALGO COUNTY, TEXAS**

<p>(1) Type of Request:</p> <input type="checkbox"/> Cellular Service Allowance (STIPEND) <span style="float:right"><input type="checkbox"/> Equipment Replacement</span> <input type="checkbox"/> County Owned Department Assigned Cellular Service <span style="float:right"><input type="checkbox"/> Name Change</span> <input type="checkbox"/> Delete Service <input type="checkbox"/> Other wireless device: <input checked="" type="checkbox"/> Data card <input type="checkbox"/> GPS <input type="checkbox"/> Blackberry <input type="checkbox"/> Other:		
<b>STIPEND ONLY:</b>		
<p>(2) Requesting employee/position: _____            Department #: _____ Employee ID #: _____ Office: _____</p>		
<p>(3) Type of duties:  <input type="checkbox"/> Offsite duties <input type="checkbox"/> On-call duties <input type="checkbox"/> Law Enforcement / Emergency Response <input type="checkbox"/> Other: _____</p>		
<p>(4) Describe how the use of this cell phone will benefit the county: _____            _____</p>		
<b>COUNTY OWNED CELL PHONE ONLY:</b>		
<p>(5) TOTAL AMOUNT OF PURCHASE ORDER: (Purchase Order must cover total for fiscal year. Please allow an additional \$10-\$15 per device for fees)</p>		
Quantity: _____		
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-532
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-662
<b>Requisition Total:</b> _____	<b>Requisition Number:</b> _____	
<b>DATA CARDS, GPS or OTHER</b>		
<p>(6) Requesting employee/position: <u>GUADALUPE "LUPE" TREVINO, SHERIFF</u></p>		
Department #: <u>280</u>	Employee ID #: <u>022144</u>	Office: <u>SHERIFF'S</u>
Service: \$ <u>55.00</u> /mo (x) <u>8</u> months = \$440.00	Account: _____	<u>9-1100-421-00-280-001-0</u> -532
Service: \$ _____ /mo (x) _____ months = \$0.00	Account: _____	-662
<b>Requisition Total:</b> \$479.92	<b>Requisition Number:</b> _____	
<p>(7) Elected Official/Department Head Authorization for Request:</p>		
 Signature	<u>SHERIFF</u> Print Name	<u>05/13/2009</u> Date
<p>(8) Executive Office Authorization (Commissioner's Court Departments Only):</p>		
_____	_____	_____
Signature	Print Name	Date
<p>(9) IT DEPARTMENT ONLY:</p>		
<p>Service Type Codes: _____</p>		

**Commissioner's Court Action:**

Approved Date: \_\_\_\_\_  Disapproved

AI-15547

15.C.

**Operation Stonegarden Grant - City of Donna  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Sheriff's Office

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**Information**

**CAPTION**

Discussion, consideration, and approval to enter into the Operation Stonegarden Grant Subrecipient Interlocal Agreement from the Governor's Division of Emergency Management between the County of Hidalgo and the City of Donna.

**BACKGROUND**

The Interlocal Agreement was approved by the City of Donna on April 22nd, 2009.

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**Fiscal Impact**

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**Attachments**

Link: [fax coversheet](#)

Link: [interlocal](#)

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**Form Routing/Status**

Form Started By: Sergio Cruz      Started On: 05/15/2009 05:21  
PM

Final Approval Date: 05/15/2009

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The Heart of the Valley

307 S. 12<sup>th</sup> St.

Donna, TX 78537

(956) 464-3314 Fax: (956) 464-9923

website: donna.ci.donna.lib.tx.us

**FAX COVER SHEET**

To: Sergio Cruz

Co.: Hidalgo County

Fax: 292-7035

Phone:

Date: 5/15/09

# of Pages: 2 (Inc. Cover Sheet)

Urgent  For Review  Please Comment  Reply ASAP  Per Your Request

**From**

- Oscar Cuellar, City Manager
- Martha Alvarado, City Secretary
- Daniel Downs, Finance Director
- Marco Vasquez, Accounting
- Norma L. Yanez, Tax Assessor
- Juan Gonzalez, Bldg. Inspector
- Jesse Castillo, Code Enforcement
- Adriana Solis, Permit Clerk
- Elizabeth Boyce, Adm. Secretary
- Chris Garza, Finance
- Henry Rios, Accts. Payable
- Deborah Fischer, Accounting
- Norma L. Garcia, Receptionist
- Leo Villarreal, Planning Director
- Mary Jane Perez, Planning/Cemetery
- Irene Limon, Planning/Cemetery

Comments: City of Donna Agenda  
 from 4/22/09 for  
 Stone Garden Grant

The documents accompanying this fax transmission may contain information from the City of Donna, which is confidential or privileged. The information is intended for the use of the individual or entity to which it is directed. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of the fax is prohibited. If you have received this fax in error, please disregard and dispose of it immediately.

# AGENDA

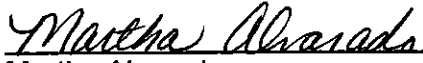
**NOTICE OF A SPECIAL MEETING  
OF THE  
DONNA CITY COUNCIL  
WEDNESDAY, APRIL 22, 2009 – 5:30 PM  
CITY HALL  
307 S. 12<sup>TH</sup> STREET  
DONNA, TEXAS**

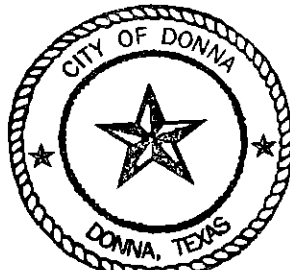
Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City Council of the City of Donna, Texas in accordance with Article II, Section 13 of the Charter of said City, will convene a Special Meeting at City Hall located at 307 S. 12<sup>th</sup> Street on **Wednesday, April 22, 2009 at 5:30 pm** for the purpose of discussing the following items:

- I. Roll Call and establish quorum.
- II. Consideration and possible action on Resolution 2009-04-02 authorizing publication of Notice of Intention to issue Certificates of Obligation and other matters related thereto.
- III. Consideration and possible action on approval of a Financing Agreement related to the purchase of the Certificates of Obligation by the Texas Water Development Board (TWDB).
- IV. Consideration and possible action on selection of project through ORCA funding.
- V. Consideration and possible action on selection of engineer for ORCA project.
- VI. Consideration and possible action on Interlocal Agreement between City of Donna and Hidalgo County on Operation Stonegarden Grant.
- VII. Consideration and possible action authorizing staff to advertise Request for Bids for the Western Colonias Collection System Improvements Project.
- VIII. Consideration and possible action on moving the Regular City Council Meeting of May 5, 2009 to May 12, 2009.
- IX. Adjourn.

I certify that the above notice was posted on the bulletin board and was also posted out side City Of Donna City Hall located at 307 S. 12<sup>th</sup> Street, Donna, Texas on the 17<sup>th</sup> day of April 2009 at 3:30 p.m.

**WITNESS MY HAND AND SEAL**, this the 17<sup>th</sup> day of April 2009.

  
Martha Alvarado  
City Secretary



## ACCESSIBILITY STATEMENT

The City Hall Building is wheelchair accessible; the entry ramp is located at the front and back of the building. Accessible parking spaces are also available in that area. Sign interpretative services for City Council Meetings must be made 48 hours in advance of the Council Meeting. Call the City Secretary's Office at (956) 464-3314 or TDD 1-800-735-2989.

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

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

This Agreement is made and entered into on this the \_\_\_\_ day of \_\_\_\_\_, 2009, by and between Hidalgo County, a political subdivision of the State of Texas and the City of Donna, Texas, hereinafter referred to as "City" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

**WITNESSETH:**

**WHEREAS**, County was awarded a grant hereinafter referred to as "Operation Stonegarden Grant" or the "Grant", in the amount of Two Million Four Hundred and Eighty Thousand Dollars and no/100ths (\$2,480,000.00) from the U.S. Department of Homeland Security ("DHS") through the State of Texas Governor's Division of Emergency Management ("GDEM"), of which certain funds is intended to be subcontracted to various local police departments including City's police department;

**WHEREAS**, the purpose of the Grant is to assist counties along the United States borders to enhance law enforcement preparedness and operational readiness among regional law enforcement agencies in a joint mission to secure the borders;

**WHEREAS**, the Grant allows local law enforcement agencies to use funds for certain law enforcement operating expenses while participating in border security operations approved by DHS;

**WHEREAS**, the Grant requires County, as the grant recipient, to comply with certain terms and conditions more particularly described in **Exhibit "A"** attached hereto and titled, "Governor's Division of Emergency Management 2008 Sub-Recipient Agreement to Hidalgo County," dated November 17, 2008, and further requires any sub-recipient accepting funding from the Grant through a subcontract or agreement to also comply with certain provisions of the terms and conditions stated in **Exhibit "A"**;

**WHEREAS**, City desires to carry out DHS eligible activities as described in the **Statement of Work** attached hereto as **Exhibit "B"**;

**WHEREAS**, the County proposes to contract with City in order that the eligible activities described in **Exhibit "B"** can be carried out for the benefit of the residents of County and City.

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

**SECTION I  
RULE AND REGULATIONS**

The City agrees to cooperate with the County in respect to the implementation of the Grant within its jurisdiction and as supported under Public Law 110-161, Department of Homeland Security Appropriation Act of 2008.

**SECTION II  
DEBARMENT/SUSPENSION CERTIFICATION**

City certifies that City and its contractors/vendors associated with this Agreement are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System found at <http://www.epls.gov>.

**SECTION III  
TERMS AND CONDITIONS AND STATEMENT OF WORK**

City represents that it has read and understood the Sub-Recipient Agreement between the County and the Governor's Division of Emergency Management attached hereto as Exhibit "A" and as a condition of participating in the Grant, City agrees to comply with all terms and conditions required of entities accepting funds through an agreement and the City further agrees to perform services as outlined in the Statement of Work (Exhibit "B") for and in consideration of reimbursement from County in an amount not to exceed One Hundred and Seventy Six Thousand Eight Hundred and Ninety Four Dollars and 80/100ths (\$176,894.80) as delineated in the City Grant Budget (Exhibit "C") and Cost Reimbursement Request Form (Exhibit "D").

City agrees to notify County in writing and obtain from County written approval, prior to any proposed changes, delays or departures from the Statement of Work (Exhibit "B") and Grant Budget (Exhibit "C") related to the Grant prior to commencing any work on any changes made therein.

County shall not be liable for costs incurred or performances rendered by City before commencement of this Agreement or after termination of this Agreement and shall be responsible for reimbursement as described in the Statement of Work (see Exhibit "B") and the City Grant Budget (see Exhibit "C").

**SECTION IV  
RECORDS AND REPORTS**

City agrees to establish and maintain all necessary records and reports that may be necessary for reimbursement from County of Grant funds, including but not limited to the Cost Reimbursement Form (see Exhibit "D") and Activity Log (see Exhibit "E").

City understand that it is solely the City's responsibility to keep all records and reports pertaining to Grant activity within their municipality in a manner acceptable to County. Failure to maintain records and reports may result in forfeiture of the City's designated Grant funds.

#### **SECTION IV MONITORING VISITS**

City agrees to allow County to conduct on-site monitoring visits to assure compliance with applicable federal requirements, terms and conditions, and adequacy of timeliness of performance by City and those performance goals are being achieved, if applicable. City shall give Homeland Security, GDEM, the Comptroller General of the United States, County, County auditor, and any of their duly authorized representatives, unobstructed and full access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by City pertaining to this Agreement.

#### **SECTION V PAYMENT REQUESTS**

City agrees to submit to the County Auditor's Office, a properly completed SSA/Division of Emergency Management Cost Reimbursement Request (See Exhibit "D") and all supporting documentation, including but not limited to General Ledger Reports, Payroll Distribution Reports, Time Sheets, Activity Logs (See Exhibit "E"), Copies of Invoices, and other related information whether or not requested by County on a monthly basis no later than the 15<sup>th</sup> of each month for the previous month. Each Cost Reimbursement Request shall be completed in the instructions included in Exhibit "D".

City and County agree that all unused Grant funds at the end or termination of this Agreement will be reallocated or reprogrammed by County.

#### **SECTION VI AUDIT REQUIREMENTS**

City agrees to comply with the applicable requirements and standards as set forth in OMB Circular A-133, Audits of States, Local Governments and Non-Profit organizations.

City agrees to furnish County a Financial Management letter covering the period of this Agreement that includes detailed receipts and disbursement of payments to City hereunder. However, if City expends Five Hundred Thousand Dollars (\$500,000) or more in federal funds, City must, within nine (9) months from the end of the fiscal year, supply County with an audit of revenues and expenditures conducted by a certified public accountant. If the City expends less than \$500,000.00 a year in federal awards, then they are exempt from the OMB Circular A-133 audit requirements for that year; however, records must be available for review or audit by appropriate officials of the

federal agency, the General Accounting Office and County. If a City is exempt, a 990 Tax Return (Return of Organization Exempt from Income Tax), and Financial Statements are required for the most recent fiscal year ended. If applicable, City agrees to cooperate with the County relating to any inquiries regarding audits and City acknowledges that a Financial Audit shall be provided to County at the expense of the City. Audit information shall be available to County staff, and any and all applicable federal agencies.

## **SECTION VII SUSPENSION AND TERMINATION**

City understands that this Agreement may be suspended or terminated if City materially fails to comply with the provisions of this Agreement or the provisions so listed in Exhibits "A "through "E".

If City fails to fulfill in a timely and proper manner its obligations under this Agreement, or City violates any of the Agreements or stipulations of this Agreement, then the County shall provide City written notification of such non-performance. Such non-performance may be the basis for immediate termination of this Agreement. **Should any breach of this Agreement relate to a violation of federal law or regulation that results in GDEM or Homeland Security demanding reimbursement from the County or the City or its successor, the County will terminate Agreement and seek reimbursement of all funds from City.** City shall not be relieved of the liability to the County for damages sustained by the County by virtue of any breach of this Agreement by City and County may withhold any payments to City for violations of state, local or federal regulations. Should the County become aware of any activity by City, which would jeopardize the County's position with Homeland Security, GDEM or any other state or federal agency, or which would cause a payback of federal funds, then the County may take appropriate action including injunctive relief against City to prevent the transaction as aforesaid. The failure of the County to exercise any right shall in no way constitute a waiver by the County to otherwise demand payment or seek any other relief in law or in equity to which it may be justly entitled.

It is expressly agreed that this Agreement may not be amended except in writing upon the joint action of the governing bodies of both the County and City.

## **SECTION VIII ASSETS**

City shall not purchase any asset unless so permitted by the County and such procurement shall be done in the form and manner so required by the County.

The disposition of any asset improved or acquired in part or in whole with Grant funds by the City must be done with prior written approval of the County and the County shall be reimbursed for the asset, if sold, in the full amount of the disposed value of the asset. Upon such reimbursement, the City shall become the owner of all assets

purchased or acquired through this Agreement and shall be responsible for the care, maintenance and repair of same.

### **SECTION IX LIABILITY FOR DISALLOWED COSTS**

The City understands and agrees that it shall be liable to County for any costs disallowed pursuant to financial and compliance audit(s) of City agreement funds. The City further understands and agrees that reimbursement to County of such disallowed costs shall be paid by the City from funds that were not provided or otherwise made available to City pursuant to this Agreement or any other federal contract.

### **SECTION X INDEMNITY CLAUSE AND INSURANCE REQUIREMENT**

City agrees to hold harmless the County its elected officials, officers, employees, consultants, or agents and to indemnify County's elected officials, officers, employees, consultants or agents and to defend County against any and all claims brought against County by elected officials, officers, employees, or agents of City or brought by any third person arising in any manner directly or indirectly from City programs, activities or events conducted pursuant to this Agreement.

City shall acquire, maintain and furnish to County a Certificate of Insurance as proof that it has secured and paid for policies of public liability and automobile insurance to cover all operations and services under this Agreement with limits of not less than \$300,000.00 per occurrence, \$300,000.00 aggregate, covering all risks incident to or in connection with the execution, performance, attempted performance or non-performance of this Agreement. This requirement shall be to meet City's duty of indemnification under this paragraph.

### **SECTION XI PROCUREMENT**

City agrees to conform to its own applicable purchasing laws, regulations, employment policies and procedures with respect to any purchases or employment in relation to the Grant and/or this Agreement.

### **SECTION XII CONFLICT OF INTEREST**

City covenants that neither its elected officials, officers, employees, consultants, nor agents who exercise influence on the decision-making process presently has or will have any interest, direct or indirect, with any person, corporation, company or association that is hired to carry out any of the activities funded by the Grant. City

agrees that all elected officials, officers, employees, consultants or agents shall comply fully with the requirements of Texas Local Government Code Chapter 171.

City agrees that no person who is an elected official, officer, employee, consultant, or agent of the City's organization or the County's organization shall gain any interest in any corporation, company, or association that is hired to carry out any of the activities so listed in Exhibit "A" during the Grant period or for a period of one (1) year thereafter.

City is responsible for repayment of funds associated with any conflict of interest that may occur either knowingly or unknowingly.

### **SECTION XIII MISCELLANEOUS PROVISIONS**

**Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

**No Waiver.** No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

**Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by County and City, and not otherwise.

**Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

**Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by electronic mail, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth

below, or (iv) sent by facsimile or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County: County of Hidalgo  
P.O. Box 758  
Edinburg TX 78540-0758

If to City: City of Donna  
307 South 12<sup>th</sup>  
Donna, Texas 78537

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

**Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

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

**Assignment.** This Agreement shall not be assignable by City. County may assign this Agreement without the consent of City.

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

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

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

**WITNESS THE HANDS OF THE PARTIES** effective as of the day and year first written above.

**THE CITY OF DONNA, TEXAS**

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**COUNTY OF HIDALGO**

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

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

**APPROVE AS TO FORM:**

**ATLAS & HALL, L.L.P.**

\_\_\_\_\_  
By: Stephen Crain

AI-15419

16.A.

**Approval of Payment- Mile 2 West Parcel 103  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Joe Pena  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Right of Way

**Information**

**CAPTION**

Consideration and approval to purchase a certain tract of land described as Parcel # 103 Mile 2 West Road Project.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:** 9-1201-431-00-121-005-0-711  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Precinct 1 Right of Way Account. Available balance is \$150,000.00 as of 5/12/09.

**Attachments**

Link: [Parcel 103](#)

Link: [2 West- Continued](#)

**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	05/11/2009 04:20 PM	APRV
2	Dale Kennan	Dale Kennan	05/12/2009 09:30 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Sandra Garcia			Started On: 05/11/2009 11:18 AM	
Final Approval Date: 05/15/2009				



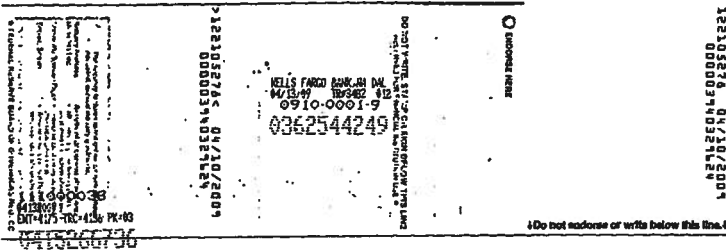
# Check Images

Account: IBC Free Checking (2505) | Check Number: 5463 | Date Posted: 4/13/2009 | Amount: \$350.00

[Zoom In](#)
[Zoom Out](#)
[Print](#)



⑆114917623⑆ 6000332505⑆ 5463 ⑆0000035000⑆





# HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

JOSE N. PEÑA  
Director

## MEMO

TO: Commissioner's Court

FROM: Roy Gonzales *R. G.*  
Right Of Way Agent

DATE: April 07, 2009

RE: Mile 2 West Road Project (Parcel # 103)  
Maria Margarita Leal

---

Attached please find a Release of Lien letter provide by property owner for above-mentioned project.

Appraised Value: \$4,419.00

Reimbursement for Release of Lien: + \$350.00

Total: \$4,769.00

Approved: *[Signature]*

Not Approved: \_\_\_\_\_

Client is accepting the review appraisal amount.



ROW-A-10  
Rev. 10/2005  
ROWIS

### TABULATION OF VALUES

Parcel: 103

Highway: CS

ROW CSJ: 0921-02-192

Taking Type: Partial Taking

District: Pharr

Size of Remainder: 4.80070 Acres

County: HIDALGO

Type of Property: Rural Land

Federal Project: HP 2008(394)

Contract Fencing: Undetermined

Appraised by: Leonel, III Garza

Date Appraised: 05/31/2007

Access will be **Partially Permitted**

Agency	Participating Percentage	Expense Description
County - HIDALGO	0.0010	ROW Acquisition Expenses

Interest Owner	Acquisition Interest	Land Area	Value	Lease (Y/N)
Leal, Maria Margarita	Fee Simple	0.12330 Acres	\$1,850.00	Undetermined

#### I. Total Approved Values

Land Value	Improvement Value	Sign Value	Damages/Enhancements	Total Value
\$1,850.00	\$2,569.00	\$0.00	\$0.00	\$4,419.00

#### II. Improvements

Item No.	Improvement Type	Type Construction	Improvement Value	Retention Value	Bisection Category
A	Fence	Chain Link	\$1,321.00	\$132.00	Not Applicable
B	Fence	Metal	\$98.00	\$10.00	Not Applicable
C	Gate	Metal	\$250.00	\$25.00	Not Applicable
D	Gate	Metal	\$300.00	\$30.00	Not Applicable
E	Other - Please Describe in Revi	Masonry	\$600.00	\$60.00	Not Applicable
<b>Total:</b>			\$2,569.00	\$257.00	

#### III. Damages and Enhancements

Non-Exempt Damages	Exempt Damages	Enhancements	Net Damages
\$0.00	\$0.00	\$0.00	\$0.00



ROW-A-10  
Rev. 10/2005  
ROWIS

### TABULATION OF VALUES (continued)

Parcel: 103

Highway: CS

ROW CSJ: 0921-02-192

#### IV. Sign Values

Item No.	Sign Owner	Type Construction	Improvement Value	Retention Value	Bisect. Cat.
		<b>Total:</b>	\$0.00	\$0.00	



### TABULATION OF VALUES (continued)

Parcel: 103

Highway: CS

ROW CSJ: 0921-02-192

#### V. Recapitulation

<b>Date:</b>	05/31/2007			<b>Recommended Value</b>
<b>Appraiser's Name:</b>	Leonel, III Garza			
<b>Appraisal Type:</b>	Initial Appraisal			
<b>Value of Whole Property:</b>				
<b>Parcel Area ac.</b>	0.12330 Acres			
<b>VALUE FOR PARCEL</b>	\$1,850.00			\$1,850.00
<b>Land: per.</b>	\$15000.00/Acres			
<b>Easement</b>				
<b>Improvements</b>	\$2,569.00			\$2,569.00
<b>Net Damages or (Enhancements)</b>				
<b>OAS Values(s)</b>				
<b>TOTAL COMPENSATION</b>	\$4,419.00			\$4,419.00

#### VI. Comments and Conclusions on Values in the Appraisal Report

Parcel 103 is a partial taking of 0.1233 acres out of Lot 9, Blk 118 of the Campacuas Addition to the CapiSallo District, Llano Grande Grant in Hidalgo County.

The subject property is located along the west line of Mile 2 West Road. The whole property is improved land with its highest and best use for residential development.

The subject property is in an area of sparse development. The part taken does not constitute an economic unit and as such the subject whole property is utilized as the economic unit. Appraiser Leonel Garaz III selected three (3) sales in close proximity to the subject to indicate a value of \$15,000 per acre for the subject economic unit.

Located within the partial taking are several site improvements. Said improvements are valued utilizing cost estimates from local contractors.

Based on a review of the appraisal report and a recent inspection of this parcel and the entire project, it appears that the total compensation of \$4,419.00 represents current market value.



ROW-A-10  
Rev. 10/2005  
ROWIS

## TABULATION OF VALUES (continued)

Parcel: 103

Highway: CS

ROW CSJ: 0921-02-192

### VII. Justification and Explanation for Credit if Retained

A retention value is assessed for all item.



### TABULATION OF VALUES (continued)

Parcel: 103

Highway: CS

ROW CSJ: 0921-02-192

#### VIII. Conditions

Values for signs, if any, are applicable only if sign owner has compensable interest.

Fencing is applicable only to actual cost or lump sum fencing on 90-10 Right of Way projects and State cost participation in fences to be in accordance with State's Right of Way Manual.

The values indicated hereon have been approved on the basis that all improvements within the taking will be acquired in the name of the State through negotiation.

#### IX. Reviewing Appraiser's Statements

##### District Reviewing Appraiser's Statement

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are compensable under the State law.

  
District Reviewing Appraiser

1/16/08  
Date

##### Contract Reviewing Appraiser's Statement (if applicable)

The recommended value on this form is my opinion of value for the parcel and was reached independently based on appraisals and other factual data without collaboration or direction. An on-the-ground inspection of the parcel was made and comparables in the area were inspected. I have no direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. To the best of my knowledge, the value does not include any items which are compensable under the State law.

\_\_\_\_\_  
Contract Reviewing Appraiser

\_\_\_\_\_  
Date

##### Division Reviewing Appraiser's Statement (if applicable)

Values contained is this form are my opinion of value for the parcel and was reached independently based on appraisals and other factual data including the District's reviewer's inspection, analysis and recommendation and on-the-ground knowledge and without collaboration or direction. I have not direct or indirect present or contemplated future personal interest in such property or in any benefit from the acquisition of the parcel. It is my understanding that the parcel may be used in connection with a Federal-Aid Right of Way Highway Project. To the best of my knowledge, the value does not include any items which are compensable under the State law.

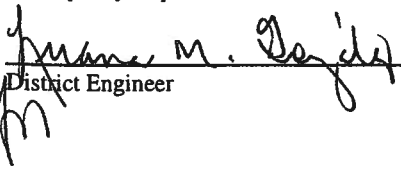
\_\_\_\_\_  
Division Reviewing Appraiser

\_\_\_\_\_  
Date

#### X. Approval of Values

\_\_\_\_\_  
County/City Representative

\_\_\_\_\_  
Date

  
District Engineer

1/24/08  
Date

**Substitute Form 1099-S**  
*Proceeds from Real Estate Transactions*

Tax Year: 2009

(OMB No. 1545-0997)

Settlement Agent Name and Address	Seller/Transferor's Name and Address
Valley Land Title Co. 612 W. Nolana Ste. #570 McAllen, TX 78504 956-687-7763	Margarita Leal Garcia a/k/a Maria Margarita Leal 13285 Mile 2 West Mercedes, TX 78570

Settlement Agent/ Filer's Federal ID Number	Seller/Transferor's Taxpayer ID Number
20-4064406	456-71-2836

Transaction Information	
1. Date of Closing	April 7, 2009
2. Gross Proceeds	\$4,419.00
3. Address or legal description	Campacuas Addition, Lot 9, Block 118, 0.1990 ac, Hidalgo County
4. Check here if the transferor received or will receive property or services as part of the consideration	<input type="checkbox"/>
5. Buyer's part of real estate tax	\$0.00

This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction may be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

You are required by law to provide the Settlement Agent with your correct Tax Payer Identification Number. If you do not provide the Settlement Agent with your correct Tax Payer Identification Number, you may be subject to civil or criminal penalties imposed by law.

Under penalties of perjury, I certify that the number shown above on this statement is my correct Tax Payer Identification Number. I acknowledge receipt of a copy of this statement.

*Margarita Leal Garcia*  
 Margarita Leal Garcia  
 a/k/a Maria Margarita Leal

*4/29/09*  
 Date

**(Keep for your records.)**

**REAL ESTATE APPRAISAL REPORT**  
**TEXAS DEPARTMENT OF TRANSPORTATION**

Address of Property: West side of Mile 2 West Road north of Mile District: N/A  
 11 North Road in Hidalgo County TX.

Property Owner: **Maria Margarita Leal** Parcel: **103**  
 Address of Property Owner: 4050 Raven Cir. Edinburg, Texas CSJ: 0921-01-192  
 78539-8753

Occupant's Name: Maria Margarita Leal Federal Project No: N/A  
 Whole:  Partial:  Acquisition Highway: Mile 2 West Road County: Hidalgo

**Purpose of the Appraisal**

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

**Market Value**

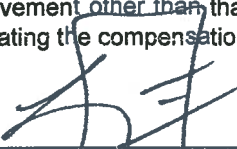
Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable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

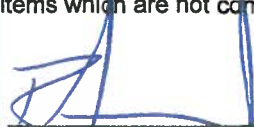
**Certificate of Appraiser**

I hereby certify that , it is my opinion the total compensation for the acquisition of the herein described property is **\$4,419** as of May 31, 2007, based upon my independent appraisal and the exercise of my professional judgment; on February 27, 2007, and May 29, 2007(date)(s), I personally inspected in the field the property herein appraised; I afforded Maria Margarita Leal, the property owner or the representative of the property owner, the opportunity to accompany me at the time of the inspection.

The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on January 26, 2007, (date)(s), I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and , my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

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

  
 \_\_\_\_\_  
 Appraiser Signature - Leonel Garza III  
 \_\_\_\_\_  
 State Certified General Real Estate Appraiser - TX 1328375-General  
 Certification Number  
 \_\_\_\_\_  
 January 9, 2008  
 \_\_\_\_\_  
 Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.	
 _____ District Reviewing Appraiser	1/10/08 _____ Date

### **Certificate of Appraisal**

This appraisal report conforms to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. The subject property was analyzed utilizing the Cost Approach to value which is a Sales Comparison Approach to the subject as if vacant and includes the estimated depreciated market value of real estate improvements located within the part to be acquired. This is further explained within each section of the appraisal report.

### **Identification of Client & Intended User of Appraisal Report**

The client for this report is identified as Hidalgo County Right-of-Way Department, under the direction of Joe Pena and others which would be involved with the acquisition of said proposed right-of-way along Mile 2 West Road. The part to be acquired is for the expansion of the existing road right-of-way of Mile 2 West Road with the project limits being Mile 12 North to Mile 7 North within the County of Hidalgo. The intended use of the report is to assist Joe Pena, Director of the Right-of-Way Department of Hidalgo County and others involved with the project, for future negotiations of acquiring all or part of said property as fee simple in the name of the County of Hidalgo, Texas. This report is not intended for any other use, unless specified by the client. The clients have identified that the report shall be a limited restricted appraisal report, which is to conform with the ROW-A-6 Form Rev. 7/2004.

The intended user of the report is defined as Hidalgo County Right-of-Way Department, and may include other governmental entities which may be participating in the project. Joe Pena is the Director of the Right-of-Way Department of Hidalgo County, who has a local office established at 509 E. Earling San Juan, TX. 78589. Mr. Pena, shall be the project manager for this project under the direction of Honorable Sylvia Handy, County Commissioner of Precinct No. 1. Mr. Pena can be contacted at (956) 283-8134.

### **Scope of the Assignment**

By work order dated December 5, 2006 on behalf of Hidalgo County Right-of-Way Department and Hidalgo County Purchasing Department, request for Leonel Garza Jr. & Associates LLC to prepare an appraisal report of the part to be acquired as described by survey and metes and bounds created by TEDSI Infrastructure Group, Mission, Texas. The scope of the assignment is to appraise the area as fee simple, to be acquired as indicated by the survey as of the date of on-site or off-site inspection as permitted by the owner of record.

Market sales within the market area and comparable market areas are to be identified and analyzed for comparability and for their reliability in determining the estimated market value of the subject property. The comparables have been collected, confirmed and analyzed with respect to comparability to the subject property. These comparable sales were gathered through various sources which included the Greater McAllen Multiple Listing Service, Hidalgo County Appraisal District, local Realtors & Brokers, Real Estate Appraisers, and conversations with various owners along the project. The appraisal report shall indicate the current market value of the subject property as per date of on-site and or off-site inspection. This inspection is limited by the permissibility of the subject owner as per date of report. A copy of a certified letter of intent to inspect said property is located within the addenda of this appraisal report.

### **Purpose of the Appraisal Report**

This appraisal is prepared for the purpose of estimating the current market value of the fee simple estate of the subject property in order to determine the value of the proposed right-of-way to be acquired by the County of Hidalgo, as defined within this report. This appraisal does not include any enhancement in value resulting from items of intangible personal property such as marketing and management skill, an assembled work force, working capital, trade names, franchises, patents, trademarks, contracts, leases, or operating agreements and project influence (if any exist).

The area to be acquired may contain personal property items and or real estate items, which may be compensable for the purpose of right-of-way acquisition only. These items deemed compensable shall be included within the body of the report and itemized for clarity. Any improvements not located within the part to be acquired and outside of the permissibility of inspection as defined by the subject owner, shall be given a stated value based on the assessment established by the Hidalgo County Appraisal District, if they are affected by the part to be acquired.

**Property Rights Appraised**

The property rights being appraised in this report consist of the fee simple estate of the subject property. Fee Simple Estate is defined by the Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 113, by the Appraisal Institute as being: "Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."

**Accessibility To Subject Property**

The owner of record of the subject property, as per the Hidalgo County Appraisal District was sent a letter of intent to inspect the subject property. The letter afforded the property owner the opportunity to accompany the appraiser during the on or off-site inspection of the subject property. A copy of the certified letter is located within the addenda of this report.

**Analysis of Subject As A Whole**

A survey of the property owners entire tract was not performed as the part to be acquired is located along the western frontage of Mile 2 West Road. As per scope of the assignment, the subject property (part to be acquired) shall be analyzed based on the combined information of several sources including, the survey provided, on-site and or off-site inspection, personal interviews, and information gathered from the Hidalgo County Appraisal District. The property was analyzed based on the whole property less any existing road right-of-way of which a pro-rata part of the whole is determined to be the subject of this report. The subject property is a large tract of land of which the remainder shall not be affected nor damaged as a result of the acquisition. Therefore, a valuation of the remainder portion of the subject property was not required.

**Economic Unit Analysis**

The subject property shall be analyzed based on a 4.924 net acre tract of land. Any existing road right-of-way and easements indicated along Mile 2 West Road, have been excluded as per scope of the assignment. The area for the subject property as a whole is indicated as per survey provided by TEDSI Infrastructure Group, dated October 31, 2003. The comparable sales used for the analysis of the subject property as whole and as the partial taking indicated a range of economic units of 1.83 acres to 10.0 acres. These indicated economic unit values are used for the valuation of the irregular partial taking, as the part to be acquired does not constitute an economic unit. Therefore, the pro-rata part of the whole is applied to the partial taking for the market valuation of the subject property.

**Part to be Acquired**

The proposed partial acquisition is comprised of fee land in which the gross land area to be acquired is 8,669 square feet (0.1990 acres), in which a portion of 3,302 square feet (0.0758 acres) lies within existing road right of way, leaving a net land area to be acquired is 5,371 square feet (0.1233 acres). The proposed partial acquisition has approximately 165.00 lineal feet of frontage along the western side of Mile 2 West Road. The part to be acquired is an irregular-shaped tract of land which has limited use and site utility due to its location and size as proposed and does not constitute a readily marketable economic unit. Therefore, the part to be acquired, which is the subject of this report, shall be evaluated as a pro-rata part of the whole as determined by the approaches to market value selected. Based on the pro-rata part of the whole, the subject shall be valued based on the highest and best use as a residential use tract of land which is based on the local market trend along Mile 2 West Road. This highest and best use is further explained on page 1.4 of this report.

<b>Areas of Acquisition</b>	<b>Acres</b>	<b>S.F.</b>
<b>To Be Acquired (Gross)</b>	<b>0.1990</b>	<b>8,669</b>
<b>Existing ROW</b>	<b>0.0758</b>	<b>3,302</b>
<b>To Be Acquired (Net)</b>	<b>0.1233</b>	<b>5,371</b>

**Legal Description of The Part To Be Acquired**

A 0.1990 (8,669 square feet) of an acre tract of land, more or less, of which 0.0758 acres lies in existing road right of way leaving a net taking of 0.1233 acres, out of a 5.00 acre tract of land out of Lot 9, Block 118, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas.

### **Remainder Before and After The Acquisition**

The remainder before and after the acquisition is defined as the partial acquisition subtracted from the whole property which is described as the subject property. It is determined at the time of appraisal whether or not damages to the remainder are caused by the proposed part to be acquired. The highest and best use of the subject property before and after the proposed partial acquisition is analyzed to determine whether or not the use of the subject property will be altered as a result of the proposed part to be acquired. As for the remainder, it was determined that the highest and best use before and after the acquisition shall remain and not be damaged or changed as a result of the acquisition.

### **Property Tax Information**

This appraiser has examined the property tax information indicated by the Hidalgo County Appraisal District (HCAD) as of the date of appraisal and has found that the subject property is under the ownership of Maria Margarita Leal. The part to be acquired was identified as part of a larger tract of land which contained tax identification no. C0700-00-118-0009-15. The subject property land assessment was indicated to be \$17,038. The indicated unit assess rate for the subject property was indicated to be \$3,470 per acre. The property taxes for the subject property appear to be current, however, further research with the Hidalgo County Tax Office shall be required to confirm any outstanding tax liabilities attributable to the subject property.

### **Environmental Assessment / Adverse Easements / Encroachments / Topography**

This appraiser has made an on-site inspection of the subject property, and no obvious adverse environmental concerns or potentially hazardous materials were observed. This appraiser is not qualified to make a detailed environmental study and highly recommends that an inspection be made by a qualified environmental engineer if an environmental concerns exists. Leonel Garza Jr. & Associates LLC has performed this appraisal report under the hypothetical condition and extraordinary assumption that the subject property has not experienced any adverse environmental concerns which may influence it's marketability and or value.

A survey of the remainder of the subject property was not provided by TEDSI Infrastructure Group as per date of report. Therefore, the extraordinary assumption that no adverse easements nor encroachments are located within the remainder before and after the taking which would affect the value of the whole, part to be acquired and the remainder before and after the acquisition. The subject property was observed that the property is generally level and typical of the surrounding market area. No severe low lying areas were observed, however, this appraiser is not an engineer and cannot certify to the topography nor drainage of the subject property as a whole, part to be acquired and the remainder after.

### **Utility Services Available**

The subject property is located in a region, which contains, water, electricity, and phone service, which is typical of the market area.

### **Identification of Personal Property**

As per scope of the assignment, no personal property located within the proposed right-of-way and the remainder before and after the taking shall be included for compensation, unless it was determined by the appraiser that these item shall be affected or damaged by the proposed taking. In the event the selected items are determined to be compensable, then they shall be included within the cost approach section of this report. A value which shall be either the cost to cure and or the cost of replacement shall be delineated for each item for clarity.

### **Current Listing Status**

It appears that the subject property is not listed for sale as of the effective date of this appraisal. No visible "For Sale" signs were located on the subject property and the property was not listed for sale under a Realtor's® Multiple Listing Service.

### **Estimated Marketing Time Period**

The indicated marketing period is based on the marketing periods of the comparable sales used in the Sales Comparison Approach and the surrounding sales found. Based on the research performed, a twelve (12) to twenty-four month (24) marketing time period appears to be adequate. This time period was selected after a review of multiple land sales within the market area of the subject property. The analysis included the indicated "DOM" Days on Market as shown on the McAllen Multiple Listing Service which provides local Realtors an avenue to advertise properties located in the Rio Grande Valley, with its primary focus on properties within Hidalgo County.

### **Exposure Time**

Exposure time is defined as the "length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal." Based on research performed within the market area, an indicated twelve (12) to twenty-four month (24) exposure time is indicated for the subject property. This was estimated based on current and past listings located within the market area which were reviewed during our sales search for comparables similar to the subject property.

### **Statement of Highest & Best Use**

The subjects highest and best use as if vacant and as improved is indicated for future residential development. This type of use is concurrent with the recent trends located along Mile 2 West Road and nearby municipalities. This highest and best use is based on the determined economic unit of the subject property as whole as the portion being acquired in the name of the County of Hidalgo, Texas, does not itself constitute an economic unit.

When a property is evaluated the highest and best use must always be considered. In the current case the highest and best use of the whole is determined to be for residential purposes based on several factors. These factors that are taken into consideration are defined by The Dictionary of Real Estate Appraisal, Fourth Edition, copyright 2002, page 135, by the Appraisal Institute as being: "The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and there results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity."

The scope of the assignment is to evaluate the subject property as a whole, part to be acquired, and the remainder before and after the taking, excluding project influence as required by Standards Rule 1-4(f) under the Jurisdictional Exception provision as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). The highest and best use is analyzed for each of these scenarios as each parcel shall be evaluated before and after the proposed taking. In order to determine the highest and best use, research was performed within Hidalgo County to determine the legal permissibility of land use along Mile 2 West Road. Along Mile 2 West Road, development is mixed with proposed retail, and single family residential existing.

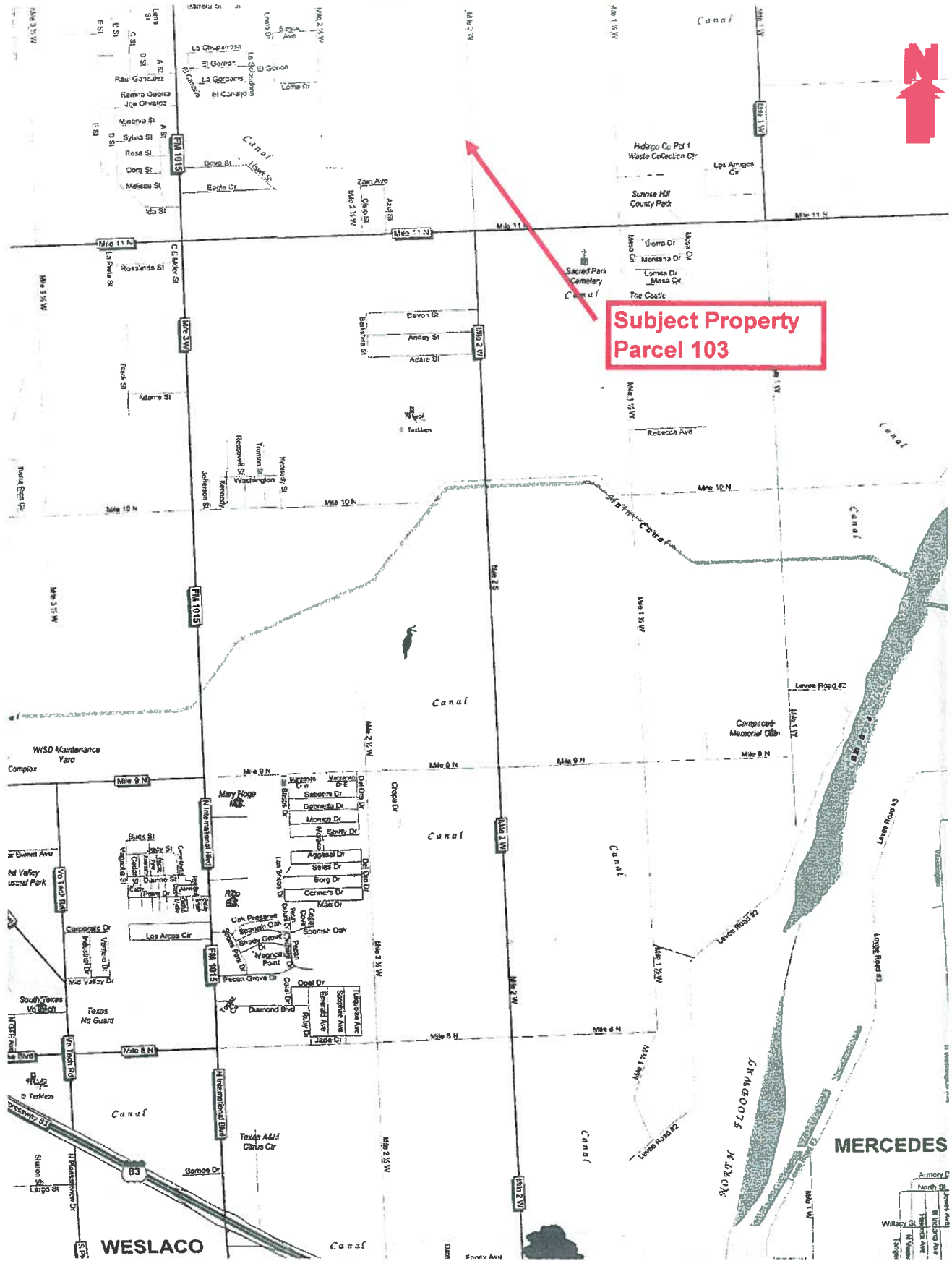
Since the subject lies within the jurisdiction of Hidalgo County, Texas municipal zoning ordinance restrictions are not applicable to the subject as per date of appraisal. This office shall evaluate the subject properties based on the continuing trend along Mile 2 West Road and the existing ordinance which govern the subject property as existing of which should continue its use before and after the proposed right-of-way acquisition. Therefore, the highest and best use of residential use "as if vacant" and "as improved" would therefore be legally permissible as of the date of this report.

The physical characteristics of the subject property as a whole are typically found throughout the southern region of Hidalgo County. The subject property contains adequate land area and frontage along Mile 2 West Road to allow the future residential development before and after the proposed acquisition. Based on the size and shape of the subject property as a whole and the remainder before and after the acquisition, the property shall maintain a residential highest and best use. As for the part to be acquired, it contains limited use based on its proposed size and shape and therefore does not constitute an economic unit in itself and must be used in conjunction with the whole. Since the valuation of the part to be acquired is based on the pro-rata part of the whole, then the part to be acquired shall be evaluated with a similar highest and best use as the whole. This highest and best use shall not be affected for the remainder before and after the acquisition.

The financial feasibility and maximally productive use of the subject property is based on the continued growth along Mile 2 West Road, which includes single family residential and commercial uses. Based on the continued growth along Mile 2 West Road, it is estimated that the subject can be financially feasible to contain a residential use "as if vacant" and "as improved". This determination of financial feasibility and productivity is also attributed to the remainder before and after the taking which will not be affected nor damaged as a result of the part to be acquired.

After careful review of the four approaches to the highest and best use test, it is concluded that the subject property "as if vacant" and "as improved" shall be for residential development use. This conclusion is correlated to the property as a whole, part to be acquired and the remainder before and after the acquisition.

# LOCATION MAP OF SUBJECT PROPERTY



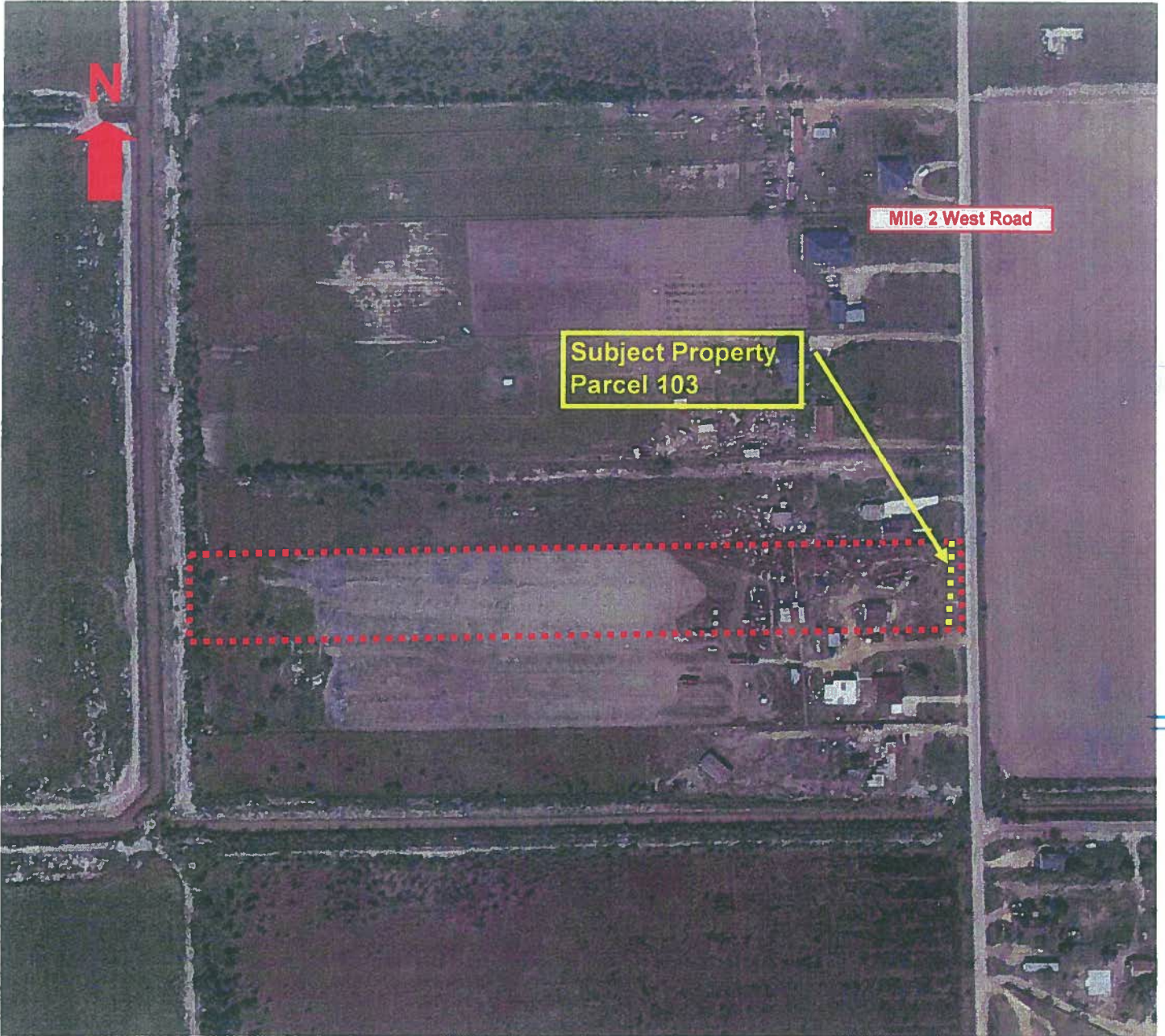
**Subject Property  
Parcel 103**

AERIAL PHOTOGRAPH OF SUBJECT AREA



# AERIAL PHOTOGRAPH OF SUBJECT

(Closer View of Subject Property)



**NOTE: SUBJECT PROPERTY AS A WHOLE IS ESTIMATED AND DEPICTED BY THE RED DASHED LINE. THIS INCLUDES THE PART TO BE ACQUIRED ALONG MILE 2 WEST ROAD, HIGHLIGHTED IN YELLOW. COMPLETE SURVEY OF SUBJECT AS A WHOLE WAS NOT PROVIDED BY TEDSI INFRASTRUCTURE GROUP, AND IS ESTIMATED BASED ON INFORMATION GATHERED DURING THE INSPECTION OF THE SUBJECT PROPERTY OR THE HIDALGO COUNTY APPRAISAL DISTRICT.**

### PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 103

Local Address: West side of Mile 2 West Road north of Mile 11  
North Road in Hidalgo County TX.

Date Taken: February 27, 2007

Taken By: Leonel Garza III

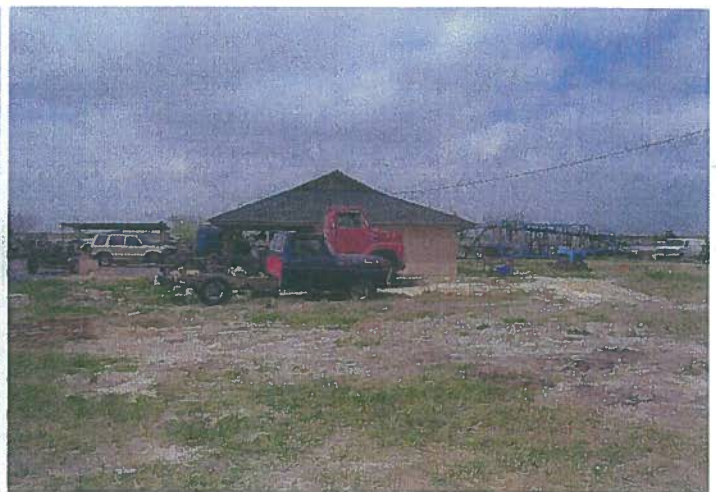
1. Point from which taken: Photo 1: Mile 2 West Road R.O.W.  
Photo 2: Subject Property

Looking: Photo 1: Western View  
Photo 2: Western View



**Photo 1**

Western view of subject property taken from existing Mile 2 West Road Right-of-way.

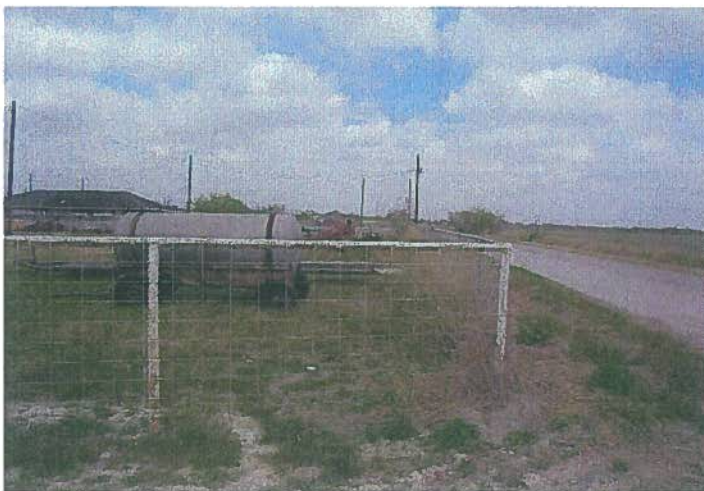


**Photo 2**

Additional western view of subject property taken from subject property.

2. Point from which taken: Photo 3: Mile 2 West Road R.O.W.  
Photo 4: Mile 2 West Road R.O.W.

Looking: Photo 3: Northern View  
Photo 4: Southern View



**Photo 3**

Northern view of part to be acquired; taken from Mile 2 West Road Right-of-way.



**Photo 4**

Southern view of part to be acquired; taken from Mile 2 West Road Right-of-way.

### PHOTOGRAPHS OF SUBJECT PROPERTY

Parcel No.: 103

Local Address: West side of Mile 2 West Road north of Mile 11 North Road in Hidalgo County TX.

Date Taken: February 27, 2007

Taken By: Leonel Garza III

1. Point from which taken: Photo 5: Mile 2 West Road R.O.W.  
Photo 6: Mile 2 West Road R.O.W.

Looking: Photo 5: Northern View  
Photo 6: Southern View



**Photo 5**  
Northern view of Mile 2 West.



**Photo 6**  
Southern view of Mile 2 West.

2. Point from which taken: Photo 7: Mile 2 West Road R.O.W.  
Photo 8: Mile 2 West Road R.O.W.

Looking: Photo 7: Western View  
Photo 8: Western View



**Photo 7**  
Western view of block fence located within the part to be acquired. It appears the wall is leaning at a 80 degree angle and is supported by the chain link fencing.



**Photo 8**  
Western view of entry to for both parcels 103 and 104. The yellow dotted line indicates the part to be acquired for Parcel 103.

**DESCRIPTION OF PROPERTY:**

The subject property, as a whole, is a 5.00 acres tract of land currently being utilized for mixed use (residential/commercial) located along western side of Mile 2 West Road in Hidalgo County, Texas. The subject is located within Hidalgo County, Texas. According to the survey provided by TEDSI Infrastructure Group, dated October 31, 2003, the part to be acquired is approximately 0.199 acres (8,669 square feet) gross of which a portion of 0.0758 acres lies within existing road right-of-way, leaving a net area to be acquired of 0.1233 acres (5,371 square feet). This land area currently in fee simple shall be calculated at 100% of the unit value derived from the sales comparison approach as if vacant, which shall exclude any existing road right-of-way in order to derive the net area within the acquisition. This is performed in order to determine the pro-rata part of the whole for the purchase of said tract by the Hidalgo County Right-of-Way Department.

**AREA OR NEIGHBORHOOD ANALYSIS:**

The subject neighborhood along Mile 2 West Road is a mixture of agricultural use, single family residential and small commercial developments. Several properties along Mile 2 West Road and the near by areas are in a state of development as new subdivisions are being created as indicated by the Hidalgo County Planning Department. Leonel Garza Jr. & Associates LLC has inspected the market area along Mile 2 West Road and has found that the market is in a state of positive development of which is concentrated at the intersection of Expressway 83 and Mile 2 West Road.

**SITE ANALYSIS:**

**Five Year Sales History:** The subject property is indicated to be under the ownership of Maria Margarita Leal as indicated by survey and field notes provided by TEDSI Infrastructure Group. Further investigation of the subjects history through the Hidalgo County Appraisal District and the Hidalgo County Clerks Office confirmed the current owner of record to be Maria Margarita Leal. The subject property was transferred from Arnulfo and Maria De Jesus Garcia(Grantor) to Maria Margarita Leal (Grantee) on June 7, 2002. Therefore, the subject has been in the name of Maria Margarita Leal for over four (4) years.

**Legal Description:  
(Whole Property)** A 5.00 acre tract of land out of Lot 9, Block 118, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas.

**Legal Description:  
(Part to be Acquired)** A 0.1990 (8,669 square feet) of an acre tract of land, more or less, of which 0.0758 acres lies in existing road right of way leaving a net taking of 0.1233 acres, out of a 5.00 acre tract of land out of Lot 9, Block 118, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas.

**Improvements:** During the on-site inspection of the subject property, no building improvements were indicated within nor affected by the part to be acquired. Located within the part to be acquired are several site improvements which shall be taken as a result of the acquisition which will be itemized on page 5.0 of this report. Any utilities located within the part to be acquired shall be relocated as an item of construction and shall not be included within the compensation of the subject property as per scope of the assignment.

**Highest and Best Use:** Residential Use

**VALUATION OF PART TO BE ACQUIRED**

**LAND VALUATION**

**Representative Comparable Sales**

	<b>Subject</b>	<b>Comp. No. 1</b>	<b>Comp. No. 2</b>	<b>Comp. No. 3</b>
Grantor	<u>Arnulfo Garcia and Maria De Jesus G. Garcia</u>	<u>Reynaldo Garcia, Jr.</u>	<u>David Keith Brannan and Joel Collin Brannan</u>	<u>Telesforo Barrera and wife, Rosita R. Barrera</u>
Grantee	<u>Maria Margarita Leal</u>	<u>Julio C. Avila and wife, Maribel Avila</u>	<u>Rogelio G. Robles and wife, Guadalupe E. Robles</u>	<u>Maria Luisa Lopez Castrejon</u>
Date of Sale	<u>June 7, 2002</u>	<u>June 6, 2005</u>	<u>November 29, 2005</u>	<u>February 17, 2005</u>
Unit Price	<u>                    / Ac</u>	<u>20,765 / Ac</u>	<u>5,000 / Ac</u>	<u>7,500 / Ac</u>
Relative Location	<u>Average</u>	<u>Superior -20%</u>	<u>Inferior 20%</u>	<u>Inferior 20%</u>
Lot Location	<u>Interior Tract</u>	<u>Interior Tract 0%</u>	<u>Interior Tract 0%</u>	<u>Interior Tract 0%</u>
Financing	<u>Conventional</u>	<u>Similar 0%</u>	<u>Similar 0%</u>	<u>Similar 0%</u>
Conditions of Sale	<u>Cash To Seller</u>	<u>Similar 0%</u>	<u>Similar 0%</u>	<u>Similar 0%</u>
Market Conditions	<u>Average</u>	<u>Similar 0%</u>	<u>Similar 0%</u>	<u>Similar 0%</u>
Physical Characteristics	<u>Typical of Market</u>	<u>Similar 0%</u>	<u>Similar 0%</u>	<u>Similar 0%</u>
Available Utilities	<u>Water / Electricity / Phone</u>	<u>Similar 0%</u>	<u>Similar 0%</u>	<u>Similar 0%</u>
Street Access / Frontage	<u>Mile 2 West Road</u>	<u>Mile 11 North Road 0%</u>	<u>Mile 15th North Road 0%</u>	<u>Mile 14 1/2 North Road 0%</u>
Size of Tract	<u>4.92 Ac</u>	<u>1.83 Ac -5%</u>	<u>5.00 Ac 0%</u>	<u>10.00 Ac 5%</u>
Net Adjustments		<u>Δ -25%</u>	<u>Δ 20%</u>	<u>Δ 25%</u>
Indicated Unit Value		\$ 15,574 / Ac	\$ 6,000 / Ac	\$ 9,375 / Ac
<b>Estimated Unit Value of Fee Simple Area</b>				\$ 15,000 / Ac
<b>Estimated Value by Sales Comparison Approach</b> (Includes Part To Be Acquired Only)		(0.1233 Ac. x \$ 15,000 / Acre)		\$ 1,850

**COMPARABLE DATA SUPPLEMENT**

District: N/A Parcel No.: 103 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale  Improved Sale  Rental Data



Grantor/ Lessor: Reynaldo Garcia, Jr. Grantee/Lessee: Julio C. Avila and wife, Maribel Avila  
 Date: June 6, 2005 Recording Information: Document# 1486507 Key Map: N/A  
 Address: Located along the northern side of Mile 11 Road, located east of FM 1015, Hidalgo County, Texas. Zip Code: 78501

Legal Description: All of Lot 7, Jo Mar Estates, an Addition to the City of Weslaco, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 80, Map Records in the Office of County Clerk of Hidalgo County, Texas.

Confirmed Price : \$ 38,000 Verified with: MLS# L99921S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 1.83 Acres or 79,715 Sf Unit Price as Vacant : \$ 20,765 / Ac or \$ 0.48 / Sf

Type Street: Asphalt Paved Utilities: Electricity, Water, Septic System

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Vacant Highest and Best Use: Residential Use

Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: Zone "AE"

Attach Additional Information: The subject property is located on the north side of Mile 11, just east of FM 1015 in Hidalgo County, Texas. The property has 150' lineal feet of frontage along Mile 11 Road. The subject property is Lot 7 of the Jo Mar Subdivision. Jo Mar Subdivision is a residential subdivision consisting of large tracts of land with deed restrictions, limiting the minimal living area to 1,400 sq of living area.

Appraiser: Leonel Garza III January 26, 2007  
 (Typed, not signed) Date

**COMPARABLE DATA SUPPLEMENT**

District: N/A Parcel No.: 103 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale

Improved Sale

Rental Data



Grantor/ Lessor: David Keith Brannan and Joel Collin Brannan Grantee/Lessee: Rogelio G. Robles and wife, Guadalupe E. Robles

Date: November 29, 2005 Recording Information: Document# 1554988 Key Map: N/A

Address: South side of Mile 15 Road, about 1/4 mile west of FM 88. Zip Code: 78539

Legal Description: A 5.00 acre tract of land out of Farm Tract Four Hundred Six (406), West and Adams Tract Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 2, Page 34-37, Map Records, Hidalgo County, Texas.

Confirmed Price: \$ 25,000 Verified with: MLS# L01077S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 5.00 Acres or 217,800 Sf Unit Price as Vacant: \$ 5,000 /Acre or \$ 0.11 /Sf

Type Street: Asphalt Paved Utilities: Electricity, Water, Septic System

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Single Family Residential Use Highest and Best Use: Residential Development

Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: N/A

Attach Additional Information:

The subject property is located on the south side of Mile 15, just west of FM 88 in Hidalgo County, Texas. The property has 142.66' lineal feet of frontage along Mile 15 Road. The subject property is an irregular shape tract located about one mile south of Elsa.

Appraiser: Leonel Garza III January 26, 2007  
(Typed, not signed) Date

**COMPARABLE DATA SUPPLEMENT**

District: N/A Parcel No.: 103 Highway: Mile 2 West Road County: Hidalgo ROW CSJ: 0921-01-192

Land Sale

Improved Sale

Rental Data



Grantor/ Lessor: Telesforo Barrera and wife, Rosita R. Barrera Grantee/Lessee: Maria Luisa Lopez Castrejon

Date: February 17, 2005 Recording Information: Document# 1451132 Key Map: N/A

Address: North side of Mile 14 1/2, just east of FM 88 in Hidalgo County, Texas. Zip Code: 78543

Legal Description: The West 10.0 acres of Farm Tract 423, West and Adams Tracts Subdivision, Hidalgo County, Texas, according to map thereof recorded in Volume 2, Page 34-37, Map Records of Hidalgo County, Texas.

Confirmed Price: \$ 75,000 Verified with: MLS# L89585S

Terms and Conditions of Sale: Cash To Seller

Rental Data: N/A

Land Size: 10.00 Acres or 435,600 Sf Unit Price as Vacant: \$ 7,500 / Acre or \$ 0.17 / Sf

Type Street: Asphalt Paved Utilities: Electricity, Water, Septic System

Improvement(s) Description: N/A

Improvement(s) Size: N/A (GBA) N/A (NRA) N/A Unit Price as Improved \$: N/A

Condition and Functional Design: N/A

Current Use: Single Family Residential Use Highest and Best Use: Residential Development

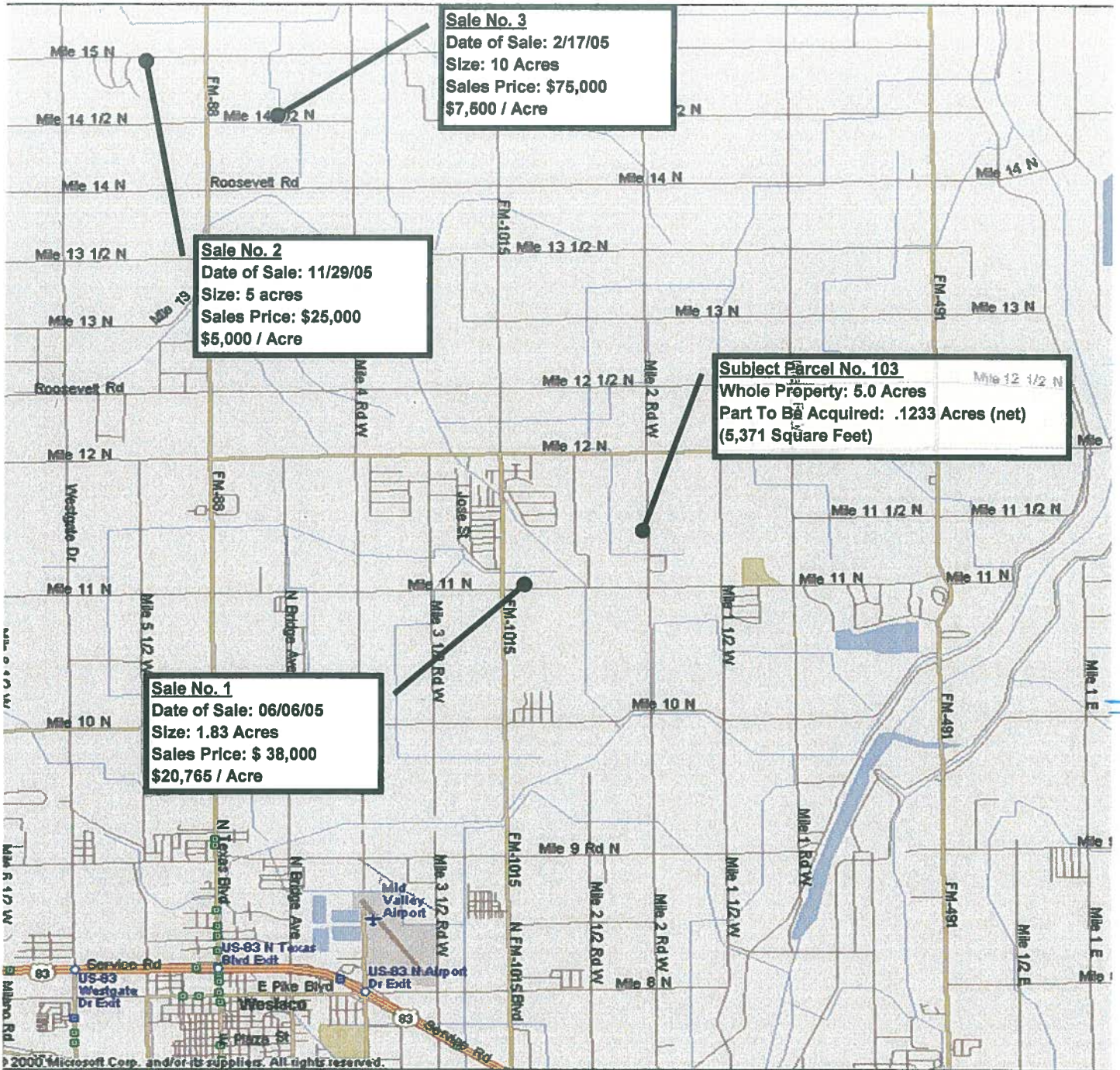
Date of Inspection: January 26, 2007 Zoning: N/A Flood Plain: N/A

Attach Additional Information:

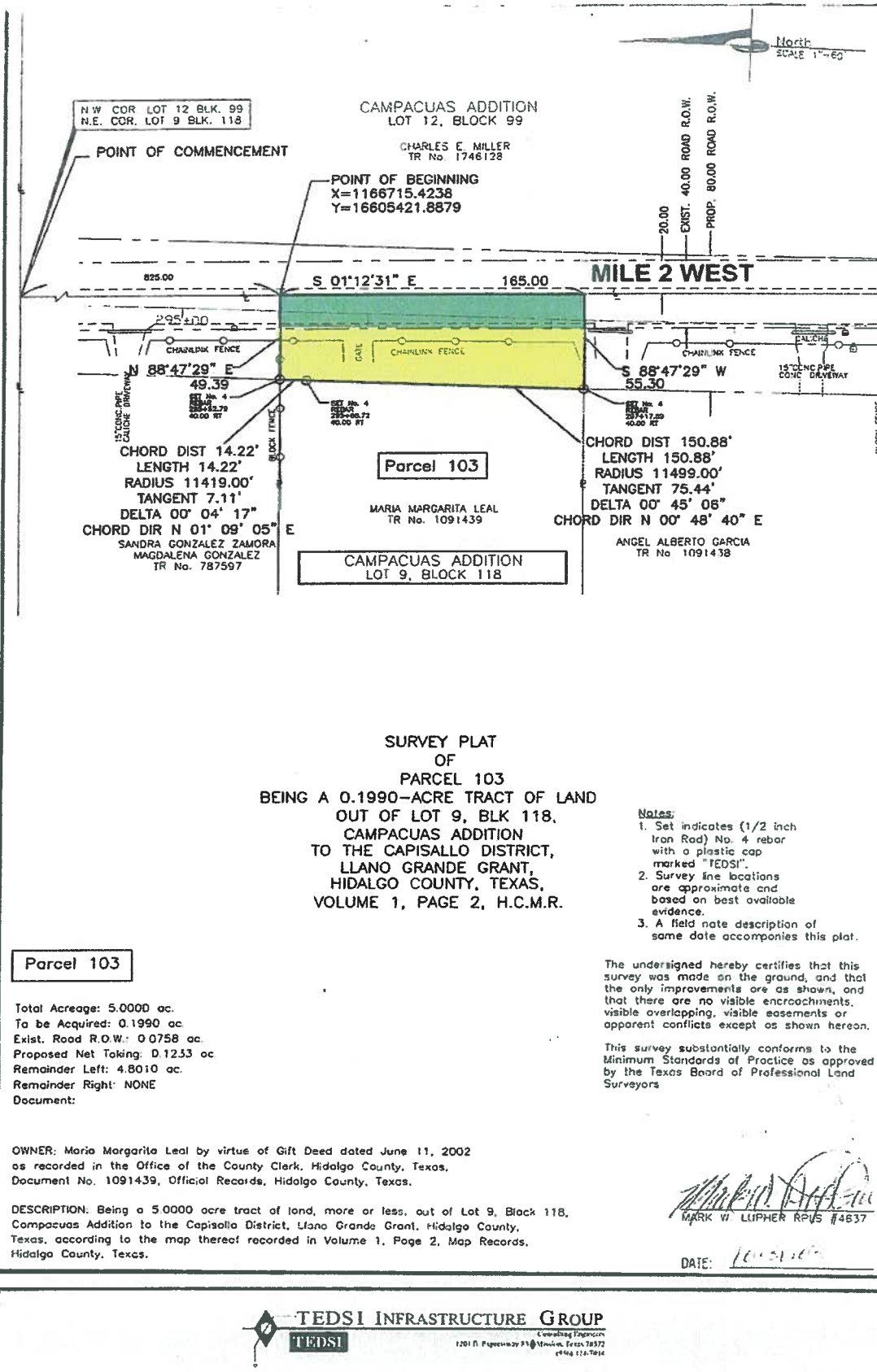
The subject property is located on the north side of Mile 14 1/2, just east of FM 88 in Hidalgo County, Texas. Mile 14 1/2 North road is in a state of development with new subdivisions being constructed across from the subject property. The subject properties Net acreage is 8.68 acres.

Appraiser: Leonel Garza III January 26, 2007  
(Typed, not signed) Date

# COMPARABLE SALES MAP



SURV OF SUBJECT PROPERTY (Page of 1)



Yellow Highlight = Proposed Right-of-Way ; Green Highlight = Existing Right-of-Way

FIELD NOTES OF PART TO BE ACQUIRED (Page 1 of 2)

COUNTY: HIDALGO

HIGHWAY: MILE 2 WEST ROAD

PROJECT LIMITS: MILE 12 NORTH TO MILE 7 NORTH

GRANTOR: MARIA MARGARITA LEAL

FIELD NOTES FOR PARCEL - 103

Being a 0.1990 (8,669 square feet) of an acre tract of land, more or less, out of a 5.0000-acre tract of land out of Lot 9, Blk. 118, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Volume 1, Page 2, Map Records, Hidalgo County, Texas. Said 5.0000-acre tract of land is vested to Maria Margarita Leal by virtue of Gift Deed dated June 11, 2002, recorded under Document No. 1091439, Official Records, Hidalgo County, Texas. Said 0.1990 (8,669 square feet) of an acre tract of land being more particularly described by metes and bounds as follows;

**COMMENCING** at the Northeast corner of Lot 9, Blk. 118, Campacuas Addition to the Capisallo District, Llano Grande Grant, Hidalgo County, Texas, as recorded in Vol.1 Pg. 2 of Hidalgo County Map Records, **THENCE**, S 01° 12' 31" E, a distance of 825.00 feet to the Northeast corner and the **POINT OF BEGINNING**, with grid coordinates of X=1,166,715.4238 and Y=16,605,421.8879. All bearings and coordinates are based on the State Plane Coordinate System of Texas, South Zone, North American Datum 1983 (1993 adjustment), English Units.

**THENCE**, S 01° 12' 31" E, for a distance of 165.00 feet, to a point on the East line of Lot 9, for the Southeast corner of said tract herein described;

**THENCE**, S 88° 47' 29" W, parallel to the North line of Lot 9, for a distance of 55.30 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Southwest corner of said tract herein described;

**FIELD NOTES OF PART TO BE ACQUIRED (Page 2 of 2)**

**THENCE**, In a Northeasterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the right with an arc angle of  $00^{\circ} 45' 06''$ , a radius of 11,499.00 feet, a tangent of 75.44 feet, a curve length of 150.88 feet, a chord that bears  $N 00^{\circ} 48' 40'' E$  and a chord length of 150.88 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for a point on the West Right-of-Way line of said Mile 2 West; the Northwest corner of said tract herein described;

**THENCE**, In a Northeasterly direction with the proposed West Right-of-Way line of said Mile 2 West and with the line of said curve to the left with an arc angle of  $00^{\circ} 04' 17''$ , a radius of 11,419.00 feet, a tangent of 7.11 feet, a curve length of 14.22 feet, a chord that bears  $N 01^{\circ} 09' 05'' E$  and a chord length of 14.22 feet to a No. 4 rebar with an orange plastic cap marked "TEDSI" set for the Northwest corner of said tract herein described;

**THENCE**,  $N 88^{\circ} 47' 29'' E$ , for a distance of 49.39 feet to the **POINT OF BEGINNING** and containing 0.1990 (8,669 square feet) of an acre of land, of which 0.0758 of an acre lies in the existing Mile 2 West Road Right of Way, and leaving a **PROPOSED NET TAKING** of 0.1233 of an acre of land, more or less.

A plat of same date accompanies this Field Note Description



*Mark W. Lupher*  
Mark W. Lupher - R.P.E.S. # 4637

Date: 10-31-03

**Explanation of Adjustments with Reconciliation:**

During the analysis of the part to be acquired, the value for the subject property as a whole was determined. This determination of market value is utilized for the valuation of the part to be acquired which is a pro-rata part of the whole. The local market was searched for comparable sales of which contained similar frontage along Mile 2 West and other similar nearby thoroughfares. Each of the sales utilized are located within 2.0 miles from the subject property with similar highest and best uses as residential development. Several sales were located within this parameter of which had occurred within the past two years. Three sales were selected which were the most comparable to the subject property and required the least number of adjustments. The following three comparable sales were reviewed for location, available utilities, financing, site utility, topography and other factors of which the real estate market shall recognized for the purchase of said tracts.

Sale No. 1 is located at the along the north line of Mile 11 North Road east of FM 1015. The property was purchased for residential development. The comparable sale is located in a superior market area as the subject property and as such a downward adjustment of -20% for location is indicated. The comparable sale is a smaller tract of land as compared to the subject and a downward adjustment of -5% is indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is \$15,574 per acre.

Sale No. 2 is located on the south line of Mile 15 North Road west of FM 88. The property was purchased for future residential development. Due to the sales inferior location as compared to the subject property, a upward adjustment of +20% was indicated for the sale. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is \$6,000 per acre.

Sale No. 3 is located on the north line of Mile 14 1/2 North Road east of FM 88. The property was purchased for future residential development. Due to the sales inferior location as compared to the subject property, a upward adjustment of +20% was indicated for the sale. The comparable sale is a larger tract of land as compared to the subject and an adjustment of +5% is indicated. No other adjustments were indicated for the comparable sale. Based on the adjustments indicated for the comparable sale, the subject property indicated unit value is \$9,375 per acre.

After reviewing the comparable sales selected, an unadjusted unit range of market value of \$5,000 per acre to \$20,765 per acre was indicated. After adjustments were made in paired sales analysis of the comparable to the subject property, an adjusted range of market value of \$6,000 per acre to \$15,574 per acre was determined. Based on the existing developments within the immediate market area and the current trends found along I Road, a unit value near the upper end of the range was selected, \$15,000 per acre.

**ESTIMATED VALUE OF ACQUISITION**

**Land:** 0.1233 Acre @ \$ 15,000 per Acre \$ 1,850  
(5,371 Square Feet)

<b>Improvements:</b>	Chain Link Fencing (151 Lineal Feet @ \$8.75)	\$ 1,321
	Ranch Style Fencing (28 Lineal Feet x \$3.50/lf)	\$ 98
	(1) 14' Ranch Style Gate	\$ 250
	(1) 16' Ranch Style Gate	\$ 300
	3' Masonry Wall (24 Lineal Feet x \$25.00/lf)	\$ 600
	<b>Total Improvements</b>	<b>\$ 2,569</b>

**TOTAL ESTIMATED VALUE** \$ 4,419

**Cost To Cure Damages** \$ -

**Estimated Total Compensation** \$ 4,419

## **ADDENDUM**

- 1. Certification of Appraisal**
- 2. Assumption & Limiting Conditions**
- 3. Qualifications of Appraisers**
- 4. Letter of Inspection Sent To Owner of Record Via Certified Mail**
- 5. Certified Letter Tracking Information**
- 6. Warranty Deed**

## Certification of Appraisal

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

- \* The statements of fact contained in this report are true and correct.
- \* The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- \* I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- \* I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- \* My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- \* My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- \* My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice in conjunction with the standards accepted by the Texas Department of Transportation.
- \* I have made a personal observation of the property that is the subject of this report. Assisting in the gathering of on-site information during the date of inspection were Luis Carlos Garza, Appraiser Trainee, and Thomas M. Davis, General Certified Real Estate Appraiser. Their specific use during this project was limited to the measuring of improvements located within taking and those items which may be damaged by the part to be acquired, aiding in the photography of the subject property and partial analysis. The full analysis and data gathering of sales information and other information concerning the subject property was performed by Leonel Garza III, General Certified Appraiser. Comparable data information was further confirmed by Thomas M. Davis including partial cost approach analysis and data gathering for the cost scheduled utilized throughout the project.
- \* I certify that, to the best of my knowledge and belief, the reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- \* I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representative and for the purpose of right-of-way acquisition only and does not meet the standards required by certain financial institutions for the purpose of acquiring a loan.
- \* The employment and compensation of this appraiser in completing this appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of the client to begin negotiations of said property for acquisition.



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**Leonel Garza III**  
**General Certified Real Estate Appraiser**  
**License No. TX - 1328375-General**



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**Thomas M. Davis**  
**General Certified Real Estate Appraiser**  
**License No. TX - 1336454 - General**



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**Luis Carlos Garza**  
**Appraiser Trainee**  
**License No. TX - 1335013 - Trainee**

## ASSUMPTIONS AND LIMITING CONDITIONS

### *This report has been prepared with the following general assumption:*

1. No responsibility is assumed for the legal description or for matters including legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Responsible ownership and competent property management are assumed.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering, title reports and surveys provided are assumed to be correct. The survey and field notes and other illustrative material in this report are included only to assist the reader in visualizing the property.
6. It is assumed that there are no hidden or un-apparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considered in the appraisal report.
8. It is assumed that all required licenses, certificates of occupancy, consents, or other legislative or administrative authority from any local state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in this report is based.
9. It is assumed that the use of the land and improvements is confined within the boundaries or property line of the property described and that there is no encroachment or trespass unless noted in the survey provided.
10. Unless otherwise stated in this report, this appraiser did not observe the existence of hazardous material, which may or may not be present on the property. The appraiser does not have any knowledge of the existence of such material on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field, if desired.

### *This appraisal report has been made with the following general limiting conditions:*

1. Any allocation of the total value of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
2. Possession of this report, or a copy thereof, does not carry with it the right of publication without the written permission of Leonel Garza Jr. & Associates LLC.
3. The appraiser, by reason of this appraisal, is not required to give further consultation, testimony, or be in attendance in court with reference to the property in question unless arrangements have been previously made.
4. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser and or the client of this report.
5. If the property rights appraised are the "Leased Fee Estate", then the final indicated market value estimate is based on the continued performance under the lease terms.
6. All original appraisal reports have been signed in blue. Any other copy, which is not signed in blue, may have been altered, and this appraiser is not responsible for its contents or values indicated.

### *Assumptions and Interpretations Made of the Marketing Period*

1. Marketing Time Period: Begins with the date of value estimate and with the indicated exposure time.
2. Exposure to the open market: listing the property on the market for sale with a Realtor, member of Multiple Listing Service, or a licensed Real Estate Broker, that will properly expose the property to the market. This appraiser does not consider a sign placed by a property owner on the property as proper marketing. If the property is presently listed for sale on the market, this appraiser must be notified prior to the completion of the appraisal.
3. Exposure Time: The length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

## QUALIFICATIONS OF APPRAISER - LEONEL GARZA III

### EDUCATION

- \* **Graduate, 1995, Texas A&M University, College Station, Texas**  
Bachelor of Science in Biomedical Science
- \* **Graduate, 1991 McAllen Memorial High School, McAllen, Texas**

### LICENSE HELD

- \* **State Certified General Real Estate Appraiser**
- \* License Number TX - 1328375-General
- \* December 31, 2006 Through December 31, 2008 (Active)

### PUBLIC SERVICE & PROFESSIONAL ORGANIZATIONS

- \* **Associate Member of the Appraisal Institute (Not an MAI Designated Appraiser)**  
Currently taking courses toward the designation of MAI through the Appraisal Institute. Approximate time of completion, 2 years)
- \* **Chairman of the City of McAllen Zoning Board of Adjustments & Appeals**  
The ZBOA protects enforces and reviews the current city zoning ordinances for all types of properties within the boundaries of the City of McAllen. Cases heard are first brought to the City Planning and Zoning Commission and then to the ZBOA if a variance is required. The ZBOA shall review the previous boards decision and upon a super-majority vote shall decide whether or not the applicants request for overturning the previous boards action is required.
- \* **Chairman of the Hidalgo County Subdivision Review Board**  
The county commission on subdivision review's primary goal is to ensure that proper standards, set by Texas State Law and the Texas State Attorney Generals Office, are mandated by each proposed subdivision developer and or land owner who resides within the County of Hidalgo and or Extraterritorial Jurisdiction of municipalities throughout the County of Hidalgo.
- \* **Chairman of the Hidalgo County Building Line of Adjustments Board**  
This county advisory board reviews applications of those who have recently constructed or contain non-conforming structures of which are not in compliance with a recorded subdivision plat nor the Hidalgo County Planning Departments minimum set back requirements. These requirements are govern by the Texas Water Development Board and the Texas Model Subdivision Rules.
- \* **Former Executive Board Member of the Lower Rio Grande Boy Scout Council**  
The goal of the council is to maintain membership and the continued progress of the boy scouts within the Lower Rio Grande Valley. The council shall maintain progress reports of financial status of the council and plan for events world wide which local children may participate as a representative of the council. These events include the World Jamboree and the National Jamboree.
- \* **Former Vice Chairman and Member of the City of McAllen Ambulance Advisory Committee**  
The Ambulance Advisory Committee is responsible for review the current contract provider for 911 services within the City of McAllen and attend to any concerns and or complaints toward the contractor.
- \* **Former Member of the City of McAllen Building Board of Adjustment and Appeals**  
The BBOA reviews the decision of City Staff for the demolition of properties deemed unsafe through the City for a variety of reasons. The board review all facts and concerns and make the decision to secure or proceed with demolition based upon the safety of the neighboring property owners and occupants. The greatest concern for the commission is the safety of the surrounding neighborhood occupants.
- \* **Former Member of the Pharr Municipal Park Charter Committee**  
Appointed in 1998-1999, our goal was to establish a 103-acre master planned recreational park to the City of Pharr during our membership with the City of Pharr Leadership Class X. The project is still on-going.

## **WORK EXPERIENCE & CONTINUING EDUCATION**

- \* Employee of Leonel Garza Jr. & Associates since 1990
- \* State Certified General Real Estate Appraiser since 1998 - Present
- \* Owner of G-3 Construction which primary focus is custom single-family residences and multifamily apartment complexes.
- \* Commercial property manager throughout the City of McAllen & Pharr, Texas.
- \* Appraiser Trainee from 1995 thru 1998 under the sponsorship of Leonel Garza Jr. Leonel Garza Jr. was a State Certified General Real Estate Appraiser in McAllen, Texas for over 18 years, and was a Board Member of the Texas State Appraisal Review Board from October 23, 1995 Through September 15, 1998 appointed by Governor George W. Bush for two terms.

### **December 11, 2004**

- \* National Uniform Standards of Professional Practice Course 400, Sponsored By The Houston Chapter Appraisal Institute, Houston, Texas.

### **November 16, 2004**

- \* Residential Cost Approach – Marshall & Swift Evaluation Cost Guide, Sponsored by the Lincoln Graduate Center, San Antonio, Texas.

### **September 12, 2003**

- \* 2003 Eminent Domain Seminar, Sponsored by the International Right of Way Association (IRWA) in San Marcos, Texas.

### **May 16, 2002**

- \* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

### **December 15, 2000**

- \* Residential Appraisal Update, Course #117. Sponsored by The Columbia Institute in San Antonio, Texas.

### **September 18, 2000**

- \* "Current Issues in Ad Valorem Property Tax Valuation. Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

### **September 19, 2000**

- \* "Uniform Standards of Professional Appraisal Practice". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

### **September 20, 2000**

- \* "Texas Property Tax Law 2000". Sponsored by the Institute for Real Estate Professionals, Inc. in Dallas, Texas.

### **October 8-14, 1998**

- \* Course 530: Advance Sale Comparison and Cost Approach, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

### **September 24-29, 1998**

- \* Course 510: Advance Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

### **May 4 thru May 9, 1998**

- \* Course 320: Basic Income Capitalization, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

### **September 20 thru September 21, 1996**

- \* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part B, Course 420; Held in Austin, Texas.

**September 18 thru September 19, 1996**

- \* Austin Chapter of the Appraisal Institute, Uniform Standards of Appraisal Practice (USPAP) Part A, Course 410; Held in Austin, Texas.

**June 25, 1996**

- \* "Apartment and Rental Housing Legal Seminar"; Sponsored by the Texas Apartment Association of the Rio Grande Valley, McAllen, Texas.

**April 11-16, 1996**

- \* Course 120: Appraisal Procedures, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

**February 15-20, 1996**

- \* Course 110: Appraisal Principles, Sponsored by the Houston Chapter of the Appraisal Institute, Houston, Texas.

<b>Clients For Whom Appraisals Have Been Prepared By This Appraiser</b>			
Banks	Bankruptcy Courts	Cities	Counties
Attorneys	Texas Department of Transportation	Alamo	Hidalgo
Retailers	Homeowners	Mission	Cameron
Doctors	Rancher	McAllen	Star
Oil Companies	Banks	Pharr	
Farmers	National Franchises Estate Planners	Hidalgo	
Mortgage Companies		San Juan	
Hotel Franchises		Edinburg	
US Department of Interior		Mercedes	

<b>Type of Appraisals Which Have Been Prepared By This Office</b>		
Caliche Pits / Land Fills	Apartment Complexes	Agricultural Land
Commercial Lots	Automobile Agencies	Bar / Lounges
Convenience Stores	Mini-Storage Units	Grocery Stores
Farms & Ranches	Mobile Home Park Subdivision	Multi- Tenant Retail
Industrial (McAllen Foreign Trade Zone)	Motels / Hotels	Multi-Tenant Offices
Industrial Subdivisions	Ranches	Residential
Medical Offices	Residential Subdivisions	Vacant Residential Lots
Retail Commercial Strips	Restaurants	Veterinary Clinics
Warehouses	Right-of-Way Acquisitions	
	Truck Stops	

<b>Areas Where Appraised Properties Have Been Performed By This Office</b>			
Alamo	Georgewest	McAllen	Rio Grande City
Alice	Hargill	McCook	Roma
Austin	Harlingen	Mercedes	San Antonio
Beeville	Hidalgo	Mission	San Juan
Donna	Kingsville	New Braunfels	South Padre Island
Edcouch	Kyle	Palmview	Sullivan City
Edinburg	La Feria	Pleasanton	Weslaco
Eagle Pass	La Joya	Port Isabel	Zapata
Elsa	Los Ebanos	Progreso	

**CERTIFIED LETTER OF INSPECTION TO PROPERTY OWNER**

**Leonel Garza Jr. & Associates LLC**  
*Appraisal Services*

**State Certified General Real Estate Appraiser  
Real Estate Property Tax Consultant**

1419 Dove, Suite 1 - McAllen, Texas 78504  
(956) 687-7295 (24 hour answering service) Fax (956) 687-9236

January 5, 2007

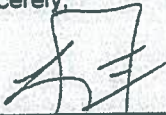
Parcel 103  
Maria Margarita Leal  
4050 Raven Circle  
Edinburg, Texas 78539-8753

To Whom It May Concern:

Leonel Garza Jr. & Associates LLC has been contracted by Hidaigo County Right-of-Way Department to appraise various properties along Mile 2 West Road for the purpose of acquiring additional right-of-way. The purpose of such "right-of-way" is for the expansion and renovation of Mile 2 West Road. The project limits for the expansion is Mile 12 North to Mile 7 North. The County of Hidalgo is interested in acquiring a small portion of the frontage of your property for this expansion. Marked on the attached exhibit is the portion of land, which is to be appraised and purchased by the Hidalgo County right-of-Way Department. This is the beginning process for future negotiations to acquire the land. Our office will inspect the subject property from the existing right-of-way on the week of January 22, 2007 thru February 17, 2007. If you or your representative wish to meet with us to discuss the purpose of the appraisal and join me for an on-site inspection of your land, I can be reached at (956) 687-7295. I will be researching the market area for any and all real estate sales, and would appreciate any leads or information in which you may have. If you have any questions please call the office of Leonel Garza Jr. & Associates LLC at (956) 687-7295.

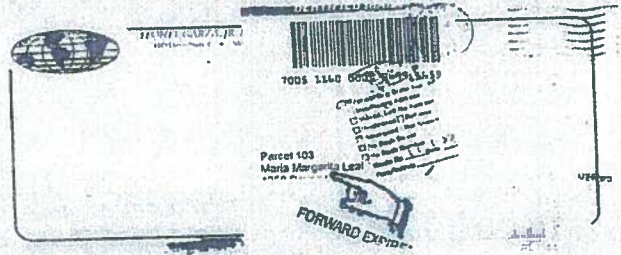
With this letter I request permission to perform an on-site inspection and photograph your property. If you have any objections to our inspection of your property please call the office of Leonel Garza Jr. and Associates LLC at (956) 687-7295 prior to the proposed inspection date. Thank you.

Sincerely,



Leonel Garza III  
State Certified General  
Real Estate Appraiser  
TX - 1328375-General

Cc: Hidalgo County Right-of-Way Department  
Roy Gonzales - Right-of-Way Agent  
509 E. Earling Road, San Juan, Texas 78589  
(956) 283-8134



Leonel Garza Jr. & Associates LLC

# CERTIFIED LETTER TRACKING INFORMATION

USPS - Track & Confirm

Page 1 of 1



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[Track & Confirm](#)

## Track & Confirm

### Search Results

Label/Receipt Number: 7005 1160 0001 0493 1653

Detailed Results:

- Forward Expired, February 15, 2007, 2:56 pm, EDINBURG, TX
- Moved, Left no Address, February 03, 2007, 4:02 pm, EDINBURG, TX
- Notice Left, January 13, 2007, 11:37 am, EDINBURG, TX 78539

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Enter Label/Receipt Number.

### Notification Options

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WARRANTY DEED (Page 1 of 2)

1091439

GIFT DEED

Date: June 7, 2002

Grantor: Arnulfo Garcia and  
Maria De Jesus G. Garcia, husband and wife

Grantor's Mailing Address:

Arnulfo Garcia and Maria De Jesus G. Garcia  
1629 E. 29th Street  
Weslaco, Texas 78596  
Hidalgo County

Grantee: Maria Margarita Leal

Grantee's Mailing Address:

Maria Margarita Leal  
4050 Raven Circle  
Edinburg, Texas 78539  
Hidalgo County

Consideration:

Love of, and affection for, Grantee.

Property (including any improvements):

The North 5.00 acres of the South 15.000 acres of Lot 9, Block 118, Campacuas Addition, Llano Grande Grant; as shown by the map or plat thereof recorded in Volume 1, Page 2, of the Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;

WARRANTY DEED (Page 2 of 2)

- 9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
- 10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

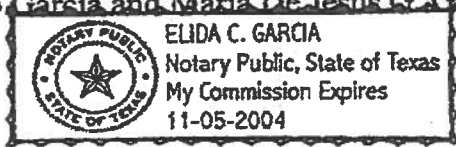
When the context requires, singular nouns and pronouns include the plural.

Arnulfo Garcia  
Arnulfo Garcia

Maria De Jesus G. Garcia  
Maria De Jesus G. Garcia

STATE OF TEXAS )  
COUNTY OF HIDALGO )

This instrument was acknowledged before me on June 11, 2002, by Arnulfo Garcia and Maria De Jesus G. Garcia, husband and wife.



Elida C. Garcia  
Notary Public, State of Texas

AFTER RECORDING RETURN TO:  
STEWART & MANN, P. C.  
200 N. 12TH AVE., SUITE #101  
EDINBURG, TEXAS 78539  
(as scriveners only, without title search)

Filed for Record in:  
Hidalgo County, III  
by  
J. D. Salinas,  
County Clerk  
Jun 12, 2002 at 09:16A  
As a Recording  
Receipt Number: 1091439  
Total Fees: 16.00  
By: Anna Smith, Deputy

**A. Settlement Statement**

U.S. Department of Housing  
and Urban Development

OMB No. 2502-0265

<b>B. Type of Loan</b>		6. File Number	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> FmHA	3. <input type="checkbox"/> Conv Unins		
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv Ins.	6. <input type="checkbox"/> Seller Finance		

**C. Note:** This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower The County of Hidalgo 509 E. Earling Road San Juan, TX 78589	E. Name & Address of Seller Margarita Leal Garcia 13285 Mile 2 West Mercedes, TX 78570	F. Name & Address of Lender
---	---	-----------------------------

G. Property Location Campacusa Addition, Lot 9, Block 118, 0.1990 ac, Hidalgo County	H. Settlement Agent Name Valley Land Title Co. 612 W. Nolana Site. #570 McAllen, TX 78504 Tax ID: 20-4064406	I. Settlement Date 4/7/2009 Fund:
---	--	---

J. Summary of Borrower's Transaction		
100. Gross Amount Due from Borrower	400. Gross Amount Due to Seller	
101. Contract Sales Price	\$4,419.00	\$4,419.00
102. Personal Property		
103. Settlement Charges to borrower	\$913.54	
104.		
105.		
<b>Adjustments for items paid by seller in advance</b>		
106. City property taxes		
107. County property taxes		
108. Annual assessments		
109. School property taxes		
110. Water District Taxes		
111. HOA Dues		
112. Reimb Application fee	\$350.00	\$350.00
113.		
114.		
115.		
116.		
120. Gross Amount Due From Borrower	\$5,682.54	\$4,769.00
<b>200. Amounts Paid By Or In Behalf Of Borrower</b>		
201. Deposit or earnest money		
202. Principal amount of new loan(s)		
203. Existing loan(s) taken subject to		
204. Loan Amount 2nd Lien		
205.		
206.		
207.		
208.		
209.		
<b>Adjustments for items unpaid by seller</b>		
210. City property taxes		
211. County property taxes		
212. Annual assessments		
213. School property taxes		
214. Water District Taxes		
215. HOA Dues		
216.		
217.		
218.		
219.		
220. Total Paid By/For Borrower	\$0.00	\$0.00
<b>300. Cash At Settlement From/To Borrower</b>		
301. Gross Amount due from borrower (line 120)	\$5,682.54	\$4,769.00
302. Less amounts paid by/for borrower (line 220)	\$0.00	\$0.00
303. Cash From Borrower	\$5,682.54	\$4,769.00

L. Settlement Charges				Paid From Seller's Funds at Settlement
700. Total Sales/Broker's Commission based on price	\$0.00	@ % =	\$0.00	
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement				\$0.00
704. The following persons, firms or	to			
705. corporation s received a portion	to			
706. of the real estate commission amount	to			
707. shown above:	to			
<b>800. Items Payable in Connection with Loan</b>				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
<b>900. Items Required by Lender To Be Paid in Advance</b>				
901. Interest from	to	@ \$0/day		
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
<b>1000. Reserves Deposited With Lender</b>				
1001. Hazard insurance	months @		per month	
1002. Mortgage insurance	months @		per month	
1003. City property taxes	months @		per month	
1004. County property taxes	months @		per month	
1005. Annual assessments	months @		per month	
1006. School property taxes	months @		per month	
1007. Water District taxes	months @		per month	
1008. HOA Dues	months @		per month	
1011. Aggregate Adjustment				
<b>1100. Title Charges</b>				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to			
1106. Notary fees	to			
1107. Attorney's fees	to	L. G. "Jerry" Canales		\$150.00
(includes above items numbers:		)		
1108. Title insurance	to	Valley Land Title Co.		\$229.00
(includes above items numbers:		)		
1109. Lender's coverage	\$0.00/\$0.00			
1110. Owner's coverage	\$4,419.00/\$229.00			
1111. Escrow fee	to	Valley Land Title Co.		\$350.00
1112. State of Texas policy guaranty fee.	to	Valley Land Title Co.-Guaranty Fee		\$5.00
1113. Tax Service Fee	to	Escrow Account		\$59.54
1113. Tax Service Fee	to	Hidalgo County Property Tax Service		
<b>1200. Government Recording and Transfer Charges</b>				
1201. Recording Fees	Deed \$32.00 ; Mortgage ; Rel \$28.00	to	Valley Land Title Co.	\$60.00
1202. City/county tax/stamps	Deed ; Mortgage	to		
1203. State tax/stamps	Deed ; Mortgage	to		
1204. Recording fees: AMS	to	Valley Land Title Co.		\$28.00
1205. Recording fees: Lien Aff	to	Valley Land Title Co.		\$32.00
<b>1300. Additional Settlement Charges</b>				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				\$913.54

Previous Editions are Obsolete

Page 2

form HUD-1 (3/86)  
Handbook 4305.2

## SOLICITATION

You are required by law to provide VALLEY LAND TITLE CO. with your correct taxpayer identification number. If you do not provide VALLEY LAND TITLE CO. with your correct taxpayer identification number, you may be subject to civil or criminal penalties imposed by law.

## SUBSTITUTE FORM 1099 SELLER STATEMENT

The information contained in blocks E, G, H and I and on line 401 (or, if line 401 is asterisked, on lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

## SELLER INSTRUCTIONS


If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your income tax return; for other transactions, complete the applicable parts of Form 4797, Form 6252 and/or Schedule D (Form 1040).

Seller understands the closing or Escrow Agent has assembled this information representing the transaction from the best information available from other sources and cannot guaranty the accuracy thereof. Any real estate agent or lender involved may be furnished a copy of this Statement. Seller understands that tax and insurance prorations and reserves were based on figures for the preceding year or supplied by others, or estimates for current year, and in the event of any change for current year, all necessary adjustments must be made between Purchaser and Seller direct. The undersigned hereby authorizes VALLEY LAND TITLE CO. to make expenditures and disbursements as shown above and approves same for payment. The undersigned also acknowledges receipt of Loan funds, if applicable, in the amount shown above and receipt of a copy of this Statement.

\*Note: Interest on existing liens is figured to the date indicated. If not paid by then, additional interest will have to be collected and your statement will be adjusted to have sufficient funds to secure release from the lien holder.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

The County of Hidalgo  
 By   
 Jose N. Pena, Director for Hidalgo  
 County Right-of-Way Department

  
 Margarita Leal Garcia  
 a/k/a Maria Margarita Leal

## SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

  
 Settlement Agent  
 Date 4/30/09

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Previous Editions are Obsolete

Page 3

form HUD-1 (3/86)  
 Handbook 4305.2

AI-15421

16.B.

US 281 Military Rd. (CSJ 0220-01-028)

CC REGULAR

**Date:** 05/19/2009  
**Submitted By:** Sandra Garcia, RIGHT OF WAY DEPT.  
**Submitted For:** Joe Pena  
**Department:** RIGHT OF WAY DEPT.  
**Agenda Category:** Right of Way

**Information**

**CAPTION**

Approval and concurrence of TxDot proposed State Highway Improvement, US 281 Military Rd. (CSJ 0220-01-028)

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

No fiscal impact at this time. DD#1 wanted this item placed for signature purposes (as per Sandra G. at ROW).

**Attachments**

Link: US 281 Military Rd. (CSJ 0220-01-028)

**Form Routing/Status**

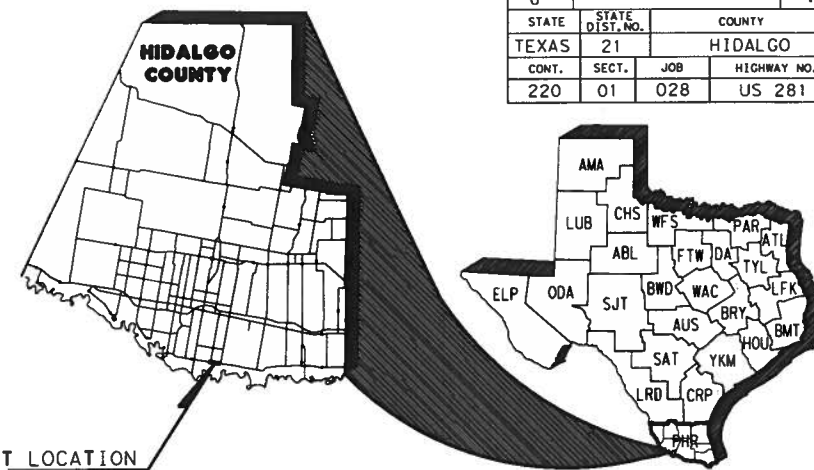
<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Budget & Management	Veronica Lopez	05/12/2009 08:01 AM	APRV
2	Dale Kennan	Dale Kennan	05/12/2009 10:32 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Sandra Garcia			Started On: 05/11/2009 12:43 PM	
Final Approval Date: 05/15/2009				

# STATE OF TEXAS DEPARTMENT OF TRANSPORTATION

## PLANS OF PROPOSED STATE HIGHWAY IMPROVEMENT

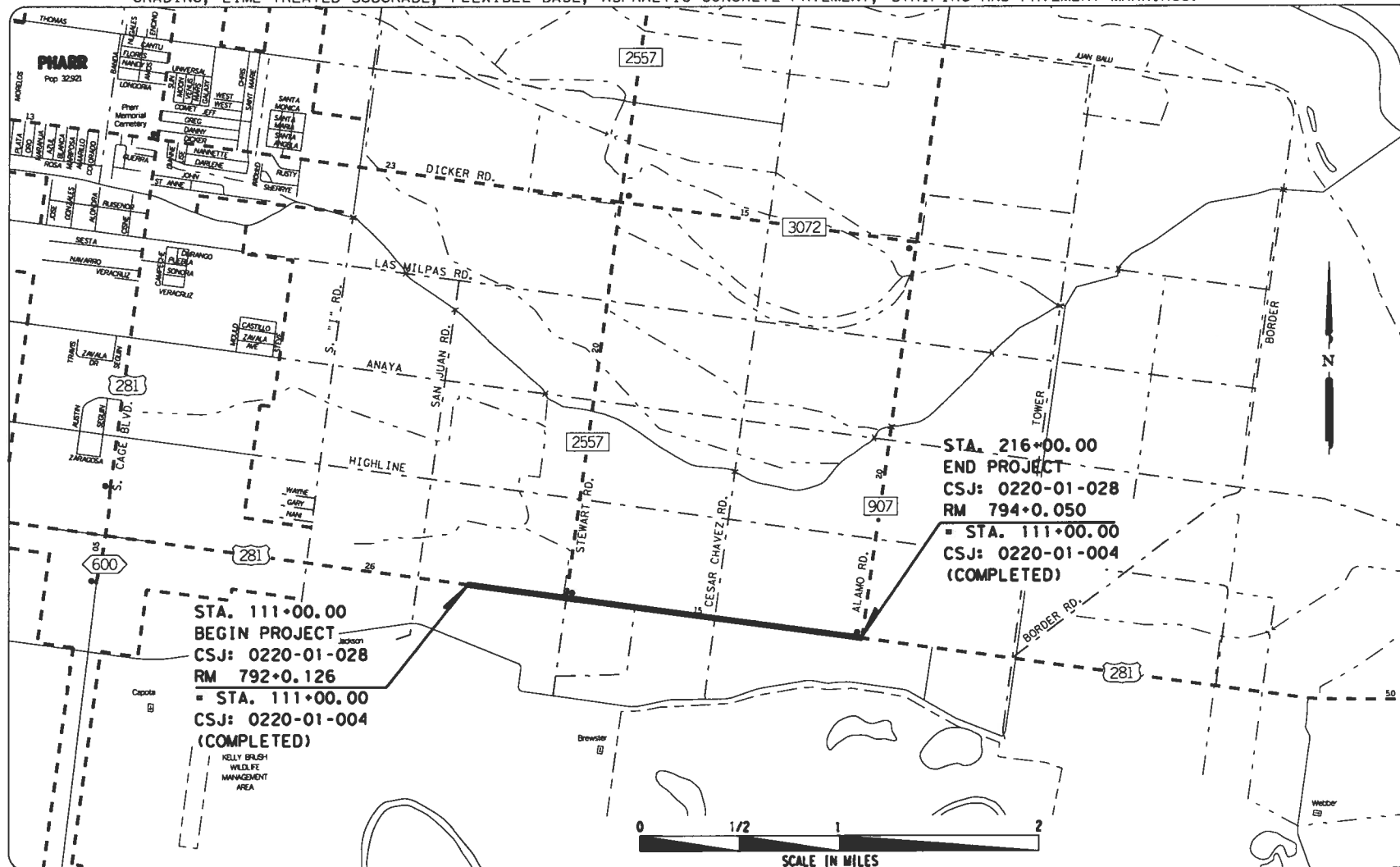
FEDERAL AID PROJECT =  
 CSJ : 0220-01-028  
 NET LENGTH OF PROJECT ROADWAY : = 10,500.00 FT = 1.989 MI  
**HIDALGO COUNTY**  
**US 281**  
**(MILITARY RD.)**  
 LIMITS: FROM: 0.5 MILE WEST FM 2557  
 TO: FM 907

FED. RD. DIV. NO.	PROJECT NUMBER	SHEET NO.
6		1
STATE	DIST. NO.	COUNTY
TEXAS	21	HIDALGO
CONT.	SECT.	JOB
220	01	028
		HIGHWAY NO.
		US 281



PROJECT LOCATION

REHABILITATION OF EXISTING ROADWAY FACILITY CONSISTING OF: CONSTRUCTION AND UPGRADING OF A NON-FREEWAY FACILITY.  
 GRADING, LIME TREATED SUBGRADE, FLEXIBLE BASE, ASPHALTIC CONCRETE PAVEMENT, STRIPING AND PAVEMENT MARKINGS.



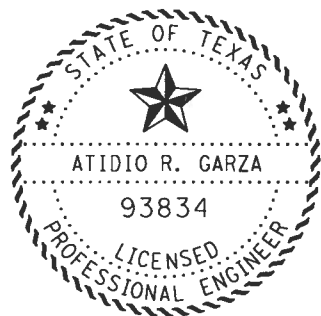
CITY OF ALAMO :	DATE :
<i>Randy Williams</i> NAME	<i>Mayor</i> TITLE
CITY OF SAN JUAN :	DATE :
<i>Rafael Alvarez</i> NAME	<i>Mayor</i> TITLE
COUNTY OF HIDALGO :	DATE :
NAME	TITLE
HIDALGO COUNTY IRRIG. DIST. # 2:	DATE : 4/29/09
<i>Benny Henriquez</i> NAME	<i>Gen Mgr.</i> TITLE
HIDALGO COUNTY DRAINAGE DIST. # 1:	DATE : 5/2/09
<i>[Signature]</i> NAME	<i>[Signature]</i> TITLE

**FINAL PLAN DATA :**  
 FINAL CONTRACT PRICE : \_\_\_\_\_  
 CONTRACTORS NAME : \_\_\_\_\_  
 CONTRACTORS ADDRESS : \_\_\_\_\_  
 LETTING DATE : \_\_\_\_\_  
 DATE WORK BEGAN : \_\_\_\_\_  
 DATE WORK COMPLETED: \_\_\_\_\_  
 DATE OF ACCEPTANCE: \_\_\_\_\_

**CHANGE ORDERS & SUPP. AGREEMENTS :**

ALL CONSTRUCTION WORK WAS PERFORMED IN ACCORDANCE WITH THE PLANS SPECIFICATIONS AND CONTRACT. ALL PROPOSED CONSTRUCTION WAS COMPLETED UNLESS OTHERWISE NOTED.

HECTOR GONZALEZ, P.E. \_\_\_\_\_ DATE \_\_\_\_\_  
 AREA ENGINEER



ATIDIO R. GARZA, P.E. \_\_\_\_\_ DATE \_\_\_\_\_

US 281 (0220-01-028)

FILE: t:\engdata\projects\US281 (2557T0907)\US281T11e.dgn

HIDALGO PROJ. NO. 0220-01-028  
 HWY. NO. US 281 LETTING DATE  
 DATE ACCEPTED

© 2009 TxDOT ; ALL RIGHTS RESERVED. NO T.D.L.R INSPECTION REQUIRED

**PROJECT DATA - US 281**

DESIGN SPEED: US 281: 60 MPH RAILROAD CROSSING: NONE  
 EQUATIONS: NONE  
 EXCEPTIONS: NONE  
 A. D. T. :  
 YEAR 2015 : A. D. T. = 28,600  
 YEAR 2035 : A. D. T. = 39,600

SPECIFICATIONS ADOPTED BY THE TEXAS DEPARTMENT OF TRANSPORTATION ON JUNE 1, 2004 AND SPECIFICATION ITEMS LISTED AND DATED AS FOLLOWS SHALL GOVERN ON THIS PROJECT. REQUIRED CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS (FORM FHWA 1273, MARCH 1994).

<b>TEXAS DEPARTMENT OF TRANSPORTATION</b>	
RECOMMEND FOR LETTING : <input type="checkbox"/>	SUBMITTED FOR LETTING : <input type="checkbox"/>
<input type="checkbox"/> DISTRICT ENGINEER	<input type="checkbox"/> AREA ENGINEER
APPROVED FOR LETTING : <input type="checkbox"/>	APPROVED FOR LETTING : <input type="checkbox"/>
<input type="checkbox"/> DIRECTOR OF TRAFFIC OPERATIONS DIVISION	<input type="checkbox"/> DIRECTOR, DESIGN DIVISION

**Create FNB account for USDA Grant/Loan  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Dale Kennan, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

USDA Grant:  
Approval to create a new First National Bank account, named "Hidalgo County, Texas Tax Notes, Series 2008" for the USDA First Responder Loan/Grant and the approval to transfer \$94,457.50 to the newly created account to meet funding requirements for the county's portion of the USDA Grant/Loan.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** **ACCT. #:**  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**

Funds to be transferred from Special Revenue Funds acct.

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	05/15/2009 01:26 PM	APRV
2	Dale Kennan (Originator)	Dale Kennan	05/15/2009 01:30 PM	APRV
3	Sergio Cruz	Sergio Cruz	05/15/2009 01:39 PM	APRV
4	Budget & Management	Veronica Lopez	05/15/2009 01:48 PM	APRV
5	Rosalinda Cantu	Rosie Cantu	05/15/2009 05:07 PM	APRV
6	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Dale Kennan

Started On: 05/15/2009 12:56 PM

Final Approval Date: 05/15/2009

AI-15522

17.B.1.

**Interdepartmental Transfer WIC  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

**Agenda Category:** Budget and Management

**Purchasing only:** Interdepartmental Transfers

**Information**

**CAPTION**

WIC (1100):  
Approval of 2009 interdepartmental transfer in the total amount of \$5,000.00 from Co Wide Contingency to WIC (1100) to fund unallowable grant telephone expenditures from 2008.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1100-415-00-115-002-0-899

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 05/15/09.

**Attachments**

Link: [revised transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 10:34 AM	APRV
2	Damaris San Miguel	Damaris San Miguel	05/15/2009 12:02 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Rolando Garcia  
Started On: 05/15/2009 09:56 AM

Final Approval Date: 05/15/2009

DATE: May 15, 2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for WIC (1100)

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

2009  
Transfer

AI-15522



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

Contact: Rolando Garcia  
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	CO WIDE ADM-CONTINGENCY	(5,000.00)
9-1100-441-00-350-003-0-531	WIC TELEPHONE COSTS	\$5,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>0.00</b>

**REASON:**

Transfer needed to fund unallowable grant telephone expenditures from 2008.

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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





AI-15471

17.C.1.

**Pct #3 Interfund Transfer**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Norma Ceballos, COMM. PCT. #3  
**Department:** COMM. PCT. #3  
**Agenda Category:** Precinct #3

**Information**

**CAPTION**

Pct. #3 P/U Road / TX. Dot Illumination:  
Approval of 2009 interfund transfer from Pct #3 P/U Road (1203) to TxDot-US 83 Illumination (1315) in the amount of \$9,000.00 for the maintenance of the lighting system on US 83.

**BACKGROUND**

As per agreement for maintenance on the continuous illumination system on US 83 (1400' West of Showers Rd. to 300' West of Abram Rd).

**Fiscal Impact**

**FISCAL YEAR:** 2009  
**FUNDS AVAILABLE Y/N?:** Y  
**ACCT. #:** 9-1203-431-00-123-005-0-890  
**MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Available balance as of 5/14/09 \$48,480.00

**Attachments**

Link: [Interfund Transfer 15471](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/13/2009 04:06 PM	APRV
2	Perla Lopez	Perla Lopez	05/14/2009 11:12 AM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Norma Ceballos  
Started On: 05/13/2009 02:07 PM  
Final Approval Date: 05/15/2009

DATE: May 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Precinct #3 P/U Road

ACCOUNT NUMBER: 9-1XXX-XXX-0X-XXX-0-XXX

CONTACT PERSON: Perla Lopez

PHONE: 292-7025 ext. 5419

**2009**  
Transfer



SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

**Honorable Commissioner's Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
<b>FROM</b>		
9-1203-431-00-123-005-0- 890	Pct. 3 P/U Rd - Other	(9,000.00)
9-1203-491-01-000-315-0- 891	Transfers Out - TxDot Projects	9,000.00
<b>TO</b>		
9-1315-391-01-000-203-0- 000	Transfers In - R&B Pct. 3	9,000.00
9-1315-431-00-123-030-0- 841	TxDot - US 83 Illumination - Aid to Govt Agency	9,000.00
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>9,000.00</b>

REASON: **Transfer to fund maintenance on the lighting system on US 83 Expressway.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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

**TXDOT ROW Projects**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Sergio Cruz, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT  
**Agenda Category:** Budget and Management

**Information**

**CAPTION**

TX DOT Projects:

a. Approval of 2009 interfund transfer from Road and Bridge Countywide (1200) to TxDOT Projects (1315) in the total of \$300,103.22 to fund right of way acquisitions.

b. Approval to pay TxDOT the proportionate share of the actual cost of acquiring right of way for the following projects:

PROJECT	LIMITS	ROW CSJ	BALANCE DUE
US 83	FM 1423 to FM 1015	0039-18-103	\$ 11,512.52
US 83	Showers to Insp. Rd.	0039-17-144	214,389.52
US 83	Hidalgo Co. Line E 0.347 Mi.	0039-01-051	2,251.75
US 281	SH 495 to Trenton Rd.	0255-08-093	4,262.46
Bus. 83	Penitas to Showers Rd.	0039-02-056	43,011.20
Bus. 83	FM 2557 to 1st St. Donna	0039-04-101	3,421.46
Bus. 83	Showers Rd. to FM 1427	0039-02-054	19,280.03
Bus. 83	FM 1427 to US 83	0039-02-053	1,974.28
		<b>TOTAL</b>	<b>\$ 300,103.22</b>

**BACKGROUND**

**Fiscal Impact**

**Attachments**

*No file(s) attached.*

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	05/15/2009 05:11 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 05:14 PM	APRV
3	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Sergio Cruz  
 Started On: 05/15/2009 09:40 AM  
 Final Approval Date: 05/15/2009

AI-15511

17.C.3.

**Interfund transfer from Co. Wide Contingency (1100) to Courthouse Security (1241)**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT  
**Submitted For:** Dina Trevino  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Countywide Contingency (1100)/Courthouse Security (1241):  
Approval of interfund transfer from Countywide Contingency to Courthouse Security in the amount of \$21,068.04.

**BACKGROUND**

This transfer will cover a deficit fund balance for the Courthouse Security Fund

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1241-391-01-000-100-0-000  
**FUNDS AVAILABLE Y/N?:** Yes      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Interfund transfer will cover a deficit fund balance for the Courthouse Security Fund.

**Attachments**

Link: [Courthouse Security Fund transfer](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	05/15/2009 08:36 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 09:44 AM	APRV
3	Veronica Lopez	Veronica Lopez	05/15/2009 10:27 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Ivan Cantu			Started On: 05/15/2009 07:41 AM	
Final Approval Date: 05/15/2009				





DATE: May 13, 2009

**2009**  
Transfer



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget and Management for Indigent Health Care

ACCOUNT NUMBER: 9-1249-444-00-240-004-9-843

**SUBJECT: BUDGET AMENDMENTS (INCREASES) IN ACCORDANCE WITH LOCAL GOVERNMENT CODE, GOVERNMENT CODE, CHAPTER 111, SUBCHAPTER C**

**Honorable Commissioners' Court of Hidalgo County:**

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1249-444-00-240-004-9- 843	UPL FY 2008-2009- Aid to Nongovt Agency	(1,540,000.00)
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>(1,540,000.00)</b>

**REASON: Deobligation of FY 2008-2009 Indigent Health Care funds in the amount of \$1,540,000.00.**

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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

AI-15540

17.D.2.

**JP 4/2, JP 1/1, JP 1/2 & JP 3/2 Interdepartmental of funds FY08 Truancy Grant OJJDP  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Manuel Chapa, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Truancy Grant Program:

- a. Approval of 2009 interdepartmental transfer from JP 4/2 ( program 002) to JP 1/1 (55,635), JP 1/2 (55,635), and JP 3/2 (55,635) in the total amount of \$166,905 to fund a Case Manager I position for each of the JP's.
- b. Approval of Revised salary schedule (JP 4/2).
- c. Approval of salary schedule (JP 1/1, JP 1/2 & JP 3/2).

**BACKGROUND**

Proposed Project August 1, 2008 to July 31, 2010.

The grant budget includes expenses relating to: salaries/fringe benefits, equipment, supplies, computers, training etc. No local monies will be required.

AI#9622 CC 6/10/08 to apply

AI#11245 CC to accept award

Each of the JP's will have a Case Manager I position, funding will last approximately 1.29 years.

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1282-412-00-0XX-XXX-X-XXX

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Approval of 2009 interdepartmental transfer from JP 4/2 ( program 002) to JP 1/1 (55,635), JP 1/2 (55,635), and JP 3/2 (55,635) in the total amount of \$166,905 to fund a Case Manager I position for each of the JP's.

**Attachments**

Link: [Revised salary schedule JP 4/2](#)

Link: [salary schedule JP 1/1](#)

Link: [salary schedule JP 1/2](#)

Link: [salary schedule 3/2](#)

Link: [interdepartmental](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Veronica Lopez	05/15/2009 05:11 PM	APRV

2	Auditor's Office	Angela Garcia	05/15/2009 05:32 PM	APRV
3	Manuel Chapa (Originator)	Manuel Chapa	05/15/2009 05:46 PM	APRV
4	Purchasing Department		05/15/2009 05:51 PM	NEW

Form Started By: Manuel Chapa  
Started On: 05/15/2009 04:21 PM

Final Approval Date: 05/15/2009

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DATE: May 15, 2009

2009 Appropriation



DEPARTMENT HEAD: Raul Siguero

AI# 15540 - Revised

DEPARTMENT NAME: Dept. of Budget & Mgmt. for JP 4/2, 1/1, 1/2, 3/2 Truancy (1282)

ACCOUNT NUMBER: 9-1282-412-00-0XX-XXX-X-XXX

Contact Person: Manuel Chapa Ph# (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
9-1282-412-00-068-002-0-113	JP 4/2 Truancy -Salaries - F/T Employees	(119,652)
9-1282-412-00-068-002-0-211	JP 4/2 Truancy -Health Insurance	(14,654)
9-1282-412-00-068-002-0-212	JP 4/2 Truancy -Life Insurance	(155)
9-1282-412-00-068-002-0-220	JP 4/2 Truancy -FICA	(9,153)
9-1282-412-00-068-002-0-230	JP 4/2 Truancy -Retirement	(9,977)
9-1282-412-00-068-002-0-250	JP 4/2 Truancy -Unemployment Compensation	(598)
9-1282-412-00-068-002-0-260	JP 4/2 Truancy -Worker's Compensation	(987)
9-1282-412-00-068-002-0-442	JP 4/2 Truancy -Copier Rental	(2,740)
9-1282-412-00-068-002-0-534	JP 4/2 Truancy -Internet Services	(2,160)
9-1282-412-00-068-002-0-583	JP 4/2 Truancy -Out-of-County employee travel	(3,781)
9-1282-412-00-068-002-0-601	JP 4/2 Truancy -Office & Computer Supplies	(2,628)
9-1282-412-00-068-002-0-631	JP 4/2 Truancy -Bottled Water	(420)
9-1282-331-10-068-002-0-000	Truancy Grant Revenue - JP 4/2	(166,905)
<b>Gilbert Saenz 1/1</b>		
9-1282-412-00-061-002-0-113	JP 1/1 Truancy -Salaries - F/T Employees	42,773
9-1282-412-00-061-002-0-211	JP 1/1 Truancy -Health Insurance	5,397
9-1282-412-00-061-002-0-212	JP 1/1 Truancy -Life Insurance	35
9-1282-412-00-061-002-0-220	JP 1/1 Truancy -FICA	3,272
9-1282-412-00-061-002-0-230	JP 1/1 Truancy -Retirement	3,858
9-1282-412-00-061-002-0-250	JP 1/1 Truancy -Unemployment Compensation	214
9-1282-412-00-061-002-0-260	JP 1/1 Truancy -Worker's Compensation	86
9-1282-331-10-061-002-0-000	Truancy Grant Revenue - JP 1/1	55,635
<b>Jesus Morales 1/2</b>		
9-1282-412-00-062-002-0-113	JP 1/2 Truancy -Salaries - F/T Employees	42,773
9-1282-412-00-062-002-0-211	JP 1/2 Truancy -Health Insurance	5,397
9-1282-412-00-062-002-0-212	JP 1/2 Truancy -Life Insurance	35
9-1282-412-00-062-002-0-220	JP 1/2 Truancy -FICA	3,272
9-1282-412-00-062-002-0-230	JP 1/2 Truancy -Retirement	3,858
9-1282-412-00-062-002-0-250	JP 1/2 Truancy -Unemployment Compensation	214
9-1282-412-00-062-002-0-260	JP 1/2 Truancy -Worker's Compensation	86
9-1282-331-10-062-002-0-000	Truancy Grant Revenue - JP 1/2	55,635
<b>Ismael Ochoa 3/2</b>		
9-1282-412-00-066-002-0-113	JP 3/2 Truancy -Salaries - F/T Employees	42,773
9-1282-412-00-066-002-0-211	JP 3/2 Truancy -Health Insurance	5,397
9-1282-412-00-066-002-0-212	JP 3/2 Truancy -Life Insurance	35
9-1282-412-00-066-002-0-220	JP 3/2 Truancy -FICA	3,272
9-1282-412-00-066-002-0-230	JP 3/2 Truancy -Retirement	3,858
9-1282-412-00-066-002-0-250	JP 3/2 Truancy -Unemployment Compensation	214
9-1282-412-00-066-002-0-260	JP 3/2 Truancy -Worker's Compensation	86
9-1282-331-10-066-002-0-000	Truancy Grant Revenue - JP 3/2	55,635
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>\$ -</b>

REASON: Interdepartmental transfer from JP 4/2 (-166,905) and to the following JP's: JP 1/1 (55,635), JP 1/2 (55,635), and JP 3/2 (55,635). This re-distribution was done based on a revised budget submitted and approved by the Department of Justice.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-15538

17.D.

**Deobligation of funds from Pct No.2 for 1212 Parks  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Precinct No.2 Parks (1212):  
Approval to deobligate funds from Precinct No.2 Parks in the amount of \$20,973.26.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1212-452-00-122-008-0-673  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

available balance of \$85,000.00 for deobligation of funds as of 05/15/09.

**Attachments**

Link: [Deobligation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	05/15/2009 04:39 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 04:51 PM	APRV
3	Sylvia Solis	Sylvia Solis	05/15/2009 05:05 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Rolando Garcia

Started On: 05/15/2009 04:03 PM

Final Approval Date: 05/15/2009

3.

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DATE: May 19, 2009

**2009**



DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Pct#2 - Parks (1212)

AI-15538

ACCOUNT NUMBER: 9-1212-452-00-122-008-0-673

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

Contact: Rolando Garcia  
Ph#: 292-7025 Ext. 5761

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1212-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	\$ (20,973.26)
<b>TOTAL BUDGET INCREASE (DECREASE)</b>		<b>(20,973.26)</b>

REASON:  
DEOBLIGATION OF FUNDS

\_\_\_\_\_  
DEPARTMENT HEAD SIGNATURE

\_\_\_\_\_  
APPROVED COMMISSIONERS' COURT

\_\_\_\_\_  
DATE

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

AI-15535

17.D.4

**Deobligation of Funds from Pct No.2 R&B  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Rolando Garcia, BUDGET & MANAGEMENT  
**Department:** BUDGET & MANAGEMENT

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

**Information**

**CAPTION**

Pct. #2 R & B (1202):  
Approval to deobligate funds from Precinct No.2 Road & Bridge in the amount of \$1,214.50

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

amount available to unappropriate \$100,337.42 as of 05/19/09.

**Attachments**

Link: [Deobligation](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	05/15/2009 04:44 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 04:49 PM	APRV
3	Perla Lopez		05/15/2009 05:51 PM	NEW

Form Started By: Rolando Garcia  
Started On: 05/15/2009 03:46 PM  
Final Approval Date: 05/15/2009

1.

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6.



AI-15482

18.A.4.

**Requesting approval to declare surplus for Auction scheduled 5-23-09  
CC REGULAR**

**Date:** 05/19/2009

**Submitted By:** Lisa Vela, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Requesting approval to declare "surplus" numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on Exhibit attached hereto.

**BACKGROUND**

Auction will take place on Saturday 5-23-09 at Abrego's Trucking Service.

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1100-360-00-000-0-000

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

County may receive revenue due to auction sales.

**Attachments**

Link: ADD ON TO AUCTION LIST

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/14/2009 11:37 AM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 12:37 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2009 02:04 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Lisa Vela

Started On: 05/13/2009 03:51 PM

Final Approval Date: 05/15/2009

1601				
Asset No	Asset Description	Serial No	From Dpt	Current Location
MA094-01	12 PLAIN DOOR W/KNOBS	NONE	Moorefield Property	A
MA094-02	1 PLAIN DOOR W/O KNOBS	NONE	Moorefield Property	A
MA094-03	1 PLAINDOOR W/KNOB PADLK	NONE	Moorefield Property	A
MA094-04	5 DESIGNER DOOR W/O KNOBS	NONE	Moorefield Property	A
MA094-05	2 DESIGNER DOOR W/ KNOBS	NONE	Moorefield Property	A
MA094-06	2 DESIGNER DOOR W/KBS PDLK	NONE	Moorefield Property	A
MA094-07	UTILITY DOOR	NONE	Moorefield Property	A
MA094-08	6 LIGHT FIXTURES	NONE	Moorefield Property	A
MA094-09	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2607	Moorefield Property	A
MA094-10	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2607	Moorefield Property	A
MA094-11	SPECTRA CAST IRON TUB 5FT RCTGLR	70P2807	Moorefield Property	A
MA094-12	NOBRAND JACUZZI TUB 0923300P2607	374HS7280	Moorefield Property	A
MA094-13	LRG FIBERGLASS NOBRAND JACUZZI	NONE	Moorefield Property	A
MA094-14	10 ADAVANCE 120 Volt/60 Hertz CAT #r2s40-1 TP 4TUBLAR BULB FIXTURES		Moorefield Property	A
MA094-15	4 ADAVANCE 120 Volt/60 Hertz CAT #r2s40-1 TP SINGLE TUBLAR BULB FIXTURES		Moorefield Property	A
MA094-16	11 CLEAR PLASTIC 34WATT/4TUBULAR BULB FIXTURE COVERS;		Moorefield Property	A
MA094-17	1 MAGNETEK 573-L-TGP 120 V/60HERTZ SINGLE TUBULAR LIGHT FIXTURE		Moorefield Property	A
MA094-18	30 WHITE METAL SINGLE TUBULAR LIGHT FIXTURE COVERS		Moorefield Property	A
MA094-19	1 GLASS CONE SHAPED/BROWN METAL COVER HANGING LAMP		Moorefield Property	A
MA094-20	1 RUSTIC SILVER HANGING LATERN		Moorefield Property	A
MA094-21	8 B118A BLUE HARD PLASTIC OUTLETS		Moorefield Property	A
MA094-22	1 B118A BEIGE HARD PLASTIC OUTLET		Moorefield Property	A
MA094-23	1 roll APPROX. 2 FT. CORRUGATED HOLLOW ALUMINUM ROLL TO HOUSE ELCECTRICAL WIRING.		Moorefield Property	A
MA094-24	1 set 4 PIECE SILVER METAL HOLLOW POLES TO HOUSE ELECTRICAL WIRING	2 LONG/2 CURVED	Moorefield Property	A
MA094-25	8 THERMAL SILVER METAL A.C. SUPPLY BOXES W/12AWG BRANCH BULB CIRCUIT ATTACHMENTS		Moorefield Property	A
MA094-26	33 CLEAR PLASTIC 34WATT/4TUBULAR BULB FIXTURE COVERS;		Moorefield Property	A
MA094-27	1 BROWN WOOD UPRIGHT CABINET WITH 2 LONG DOORS AND 4 SHORT DOORS		Moorefield Property	A
MA094-28	4 PICTURE FRAMES		Moorefield Property	A
MA094-29	2 RUSTIC BROWN WROUGHT IRON DECORTATIVE DOOR GUARDS		Moorefield Property	A
MA094-30	2 RUSTIC BROWN WROUGHT IRON DECORTATIVE DOOR GUARDS		Moorefield Property	A
MA094-31	13 RUSTIC BROWN WROUGHT IRON DECORTATIVE WINDOW GUARDS		Moorefield Property	A
MA094-32	1 RUSTIC BROWN WROUGHT IRON DECORTATIVE DOOR GUARDS		Moorefield Property	A
MA094-33	1 BROKEN MAROON LOBBY WAITING CHAIR	ASSET #16769	Moorefield Property	A
MA094-34	3 HALOGEN LIGHT FIXTURES		Moorefield Property	A
MA094-35	24 WHITE METAL HALOGEN LIGHT COVERS		Moorefield Property	A
MA094-36	36 ADVANCE WHITE METAL LIGHT FIXTURES		Moorefield Property	A
MA094-37	2 WHITE LIGHT FIXUTRE COVERS		Moorefield Property	A

MA094-38	2 sets GOLD DOOR DEAD BOLT LOCKS		Moorefield Property	A
MA094-39	1 ABSTRACTED WOODEN WHITE PAINT 1 DOOR PANTRY CABINET		Moorefield Property	A
MA094-40	3 TIER BOOK SHELF		Moorefield Property	A
MA094-41	NARROW 3 TIER BOOKSHELF		Moorefield Property	A
MA094-42	1 DETACHED BROWN HEATER		Moorefield Property	A
MA094-43	1 HUSKY PAINT GUN		Moorefield Property	A
MA094-44	1 BEIGE STUDENT 2 DRAWER METAL DESK		Moorefield Property	A
MA094-45	1 TAPPAN MICROWAVE		Moorefield Property	A
MA094-46	1 APPROX. 15FT. LONG BOLTED IN CABINET		Moorefield Property	A
MA094-47	5 units of 5X10 BROWN RUSTIC WROUGHT IRON GUARDS		Moorefield Property	A
MA094-48	1 CARRIER CENTRAL A/C UNIT	S.N. T905850	Moorefield Property	A
MA094-49	7 LONG BED TOILETS W/LIDS		Moorefield Property	A
MA094-50	1 LONG BED RINSING TOILET/LAVATORY		Moorefield Property	A
MA094-51	1 CARRIER A.C. UNIT (WINDOW? CENTRAL? BTU?)	W3A99273	Moorefield Property	A
MA094-52	1 BATH ROOM LAVATORY (SINK)		Moorefield Property	A
MA094-53	1 SILVER COMBINAITON DOOR PATLOCK W/HANDLE		Moorefield Property	A
MA094-54	3 A/C UNITS W/HEATER		Moorefield Property	A
MA094-55	1 CARRIER A.C. UNIT (WINDOW? CENTRAL? BTU?)	09581	Moorefield Property	A
MA094-56	1 CARRIER 4500 TON ELECTRIC WATER HEATER	A80458340	Moorefield Property	A
MA094-57	2 BROWN DOORS (ONE W/PADLOCK HANDEL)	ONE W/PAD LOCK	Moorefield Property	A
MA094-58	1 BLACK METAL DESK	ASSET #14389/WIC#4277	Moorefield Property	A
MA094-59	2 BLADE BROKEN DARK WOOD CEILING FAN		Moorefield Property	A
MA094-60	4 BLADE WHITE CEILING FAN		Moorefield Property	A
MA094-61	1 CARRIER WALL A/C UNIT	X384547	Moorefield Property	A
MA094-62	(2) 13 GALLON PLASTIC TRASH CANS		Moorefield Property	A
MA094-63	4 pairs DOOR HANDLES		Moorefield Property	A
MA094-64	20 + etc. PLEXIGLAS (X2 BXS. 1/2 FULL)		Moorefield Property	A
MA094-65	4 CERAMIC LIGHT FIXTURES		Moorefield Property	A
MA094-66	1 CREDENZA		Moorefield Property	A
MA094-67	CISCO 3750 SERIES (POSSIBLY BELONGS TO I.T.DEPT.)	FD01129Z7XR	Moorefield Property	A
561	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
562	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
564	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
565	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
566	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
567	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
568	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
569	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
570	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A
575	ART METAL ROLLING SHELF UNIT SET		County Clerks Office	A

586	ART METAL DOUBLE SIDE SHELF TABLE COUNTERTOP		County Clerks Office	A
18777	ART METAL DOUBLE SIDE SHELF TABLE COUNTERTOP		County Clerks Office	A
3158	ART METAL DOUBLE SIDE SHELF TABLE COUNTERTOP		County Clerks Office	A

AI-15498

18.A.5.

**Authority to Advertise-Wireless Phone/Phone Usage  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** IT/Renan Ramirez  
**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department      **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Requesting authority to advertise the following project: "Wireless Phone Services/Phone Usage" for Hidalgo County" with basic specifications/requirements attached hereto drafted and developed through the IT Department.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** various accounts  
**FUNDS AVAILABLE Y/N?:**      **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Every user department would have to encumber funds for this expenditure.

See attached expenditure report for obj. code 532.

**Attachments**

Link: [Specs for Wireless Phone Service](#)

Link: [Exp Report- obj code 532](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/14/2009 04:59 PM	APRV
2	Budget & Management	Rosie Cantu	05/14/2009 05:27 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/15/2009 09:39 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Marty Salazar			Started On: 05/14/2009 12:56 PM	

Final Approval Date: 05/15/2009

## HIDALGO COUNTY

### REQUEST FOR BIDS “WIRELESS PHONE SERVICES, PHONE USAGE AND EQUIPMENT” RFB NO: 2009-231-00-00CGV

#### RFB: REQUIREMENTS/SERVICES

##### PROJECT OVERVIEW:

Hidalgo County is requesting a proposal for cellular service to cover Hidalgo County and surrounding areas. The County is consolidating cellular services to one vendor commencing after awarded contract is executed.

- I. Hidalgo County specifications for **WIRELESS PHONE SERVICES, PHONE USAGE AND EQUIPMENT”, including but not limited to the following:**
  - A. No activation fees, no termination fee, no contracts, no added surcharges or fee(s) that the federal government does not allow.
  - B. Plans with one (1) flat fee will included, but not limited to the following:
    - unlimited voice
    - texting
    - unlimited US Long distance
    - free voice mail;
    - caller ID;
    - call forwarding;
    - picture messaging;
  - C. 30-day term billing;
  - D. Assigned Service Manager;
  - E. Ability to use existing Sprint/Nextel equipment or new equipment at a discounted price;
  - F. List of equipment to be purchased and at what cost;
  - G. Complete Rio Grande Valley Coverage and Highway coverage to Austin;
  - H. Monthly charges in electronic format (.csv or .txt), including detailed billing for each phone number;

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>1100 GENERAL FUND</b>						
9-1100-412-00-002-001-0-532	93RD DC-WIRELESS DEVICES	300.00	300.00	.00	.00	300.00 .00
9-1100-412-00-009-003-0-532	INDIGENT DEFENSE-WIRELESS DEVICES	.00	475.00	.00	.00	475.00 .00
9-1100-412-00-061-001-0-532	JP PCT 1/PL 1-WIRELESS DEVICES	900.00	900.00	.00	.00	900.00 .00
9-1100-412-00-066-001-0-532	JP PCT 3/PL 2-WIRELESS DEVICES	1,488.29	1,488.29	.00	.00	1,488.29 .00
9-1100-412-00-068-001-0-532	JP PCT 4/PL 2-WIRELESS DEVICES	911.00	911.00	.00	.00	911.00 .00
9-1100-412-00-090-001-0-532	DIST CLERK-WIRELESS DEVICES	.00	440.00	.00	.00	440.00 .00
9-1100-413-00-110-006-0-532	CO JUDGE-WIRELESS DEVICES	1,000.00	1,405.00	.00	.00	1,405.00 .00
9-1100-414-00-130-001-0-532	ELECTIONS DEPT-WIRELESS DEVICES	30,000.00	30,268.00	6,855.03	.00	23,412.97 22.65
9-1100-415-00-200-001-0-532	INFO TECH DEPT-WIRELESS DEVICES	32,000.00	38,200.00	55.00	.00	38,145.00 .14
9-1100-415-14-115-001-0-532	DBM-BUDGET DIV-WIRELESS DEVICES	800.00	1,125.00	.00	.00	1,125.00 .00
9-1100-415-15-140-001-0-532	TAX OFF-WIRELESS DEVICES	8,000.00	8,700.00	7,344.20	.00	1,355.80 84.42
9-1100-415-18-160-001-0-532	PURCHASING-WIRELESS DEVICES	2,000.00	2,000.00	550.00	.00	1,450.00 27.50
9-1100-415-21-170-001-0-532	CO AUDITOR-WIRELESS DEVICES	.00	1,500.00	880.00	.00	620.00 58.67
9-1100-415-40-180-001-0-532	CO CLERK-WIRELESS DEVICES	.00	245.00	.00	.00	245.00 .00
9-1100-415-50-190-002-0-532	HUMAN RESOURCES-WIRELESS DEVICES	500.00	500.00	.00	.00	500.00 .00
9-1100-419-10-210-001-0-532	PLANNING DEPT-WIRELESS DEVICES	7,799.88	7,799.88	.00	.00	7,799.88 .00
9-1100-419-40-115-069-0-532	CRTHSE PK LOT-WIRELESS DEVICES	2,150.00	2,150.00	.00	.00	2,150.00 .00
9-1100-419-40-220-001-0-532	GEN GOVT BLDG-WIRELESS DEVICES	15,000.00	15,000.00	2,193.41	.00	12,806.59 14.62
9-1100-419-50-115-059-0-532	DBM-SAFETY DIV-WIRELESS DEVICES	8,500.00	8,500.00	.00	.00	8,500.00 .00
9-1100-421-00-115-028-0-532	TX ALCOHOLIC BEVERAGE COMM-WIRELESS DEV	3,000.00	3,000.00	.00	.00	3,000.00 .00
9-1100-421-00-280-001-0-532	SHERIFF-WIRELESS DEVICES	.00	9,455.07	.00	.00	9,455.07 .00
9-1100-421-00-291-001-0-532	CONSTABLE PCT.1-WIRELESS DEVICES	.00	5,500.00	.00	.00	5,500.00 .00
9-1100-421-00-292-001-0-532	CONSTABLE PCT.2-WIRELESS DEVICES	.00	500.00	.00	.00	500.00 .00
9-1100-421-00-294-001-0-532	CONSTABLE PCT.4-WIRELESS DEVICES	250.00	250.00	.00	.00	250.00 .00
9-1100-421-00-295-001-0-532	CONSTABLE PCT.5-WIRELESS DEVICES	1,400.00	1,400.00	.00	.00	1,400.00 .00
9-1100-422-10-300-001-0-532	EMERG SRVS-FM-WIRELESS DEVICES	4,675.00	16,835.00	.00	.00	16,835.00 .00

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>1100 GENERAL FUND</b>						
9-1100-423-32-330-001-0-532 JUV DET HM-WIRELESS DEVICES	.00	310.00	.00	.00	310.00	.00
9-1100-423-60-330-002-0-532 JUV PROB-WIRELESS DEVICES	.00	82.72	.00	.00	82.72	.00
9-1100-429-00-300-023-0-532 EMERG SRVS-EM-WIRELESS DEVICES	12,000.00	16,000.00	5,330.09	.00	10,669.91	33.31
9-1100-432-00-121-001-0-532 PCT1 SANITATION-WIRELESS DEVICES	.00	240.00	.00	.00	240.00	.00
9-1100-432-00-122-001-0-532 PCT2 SANITATION-WIRELESS DEVICES	.00	690.00	.00	.00	690.00	.00
9-1100-432-00-123-001-0-532 PCT3 SANITATION-WIRELESS DEVICES	1,500.00	2,544.00	1,498.01	192.00	853.99	66.43
9-1100-432-00-124-001-0-532 PCT4 SANITATION-WIRELESS DEVICES	.00	826.00	258.00	.00	568.00	31.23
9-1100-441-00-340-001-0-532 HEALTH ADM-WIRELESS DEVICES	15,000.00	17,015.00	13,200.00	.00	3,815.00	77.58
9-1100-441-00-340-003-0-532 HEALTH CLINICS-WIRELESS DEVICES	1,500.00	5,000.00	1,215.00	.00	3,785.00	24.30
9-1100-466-00-122-018-0-532 PCT2 CRC-TWO-WIRELESS DEVICES	.00	500.00	.00	.00	500.00	.00
9-1100-466-00-122-082-0-532 PCT2 CRC (S.TOWER)-WIRELESS DEVICES	.00	1,365.00	359.82	.00	1,005.18	26.36
<b>1100 GENERAL FUND</b>	<b>150,674.17</b>	<b>203,419.96</b>	<b>39,738.56</b>	<b>192.00</b>	<b>163,489.40</b>	<b>19.63</b>
<b>1200 R&amp;B COUNTYWIDE</b>						
9-1200-431-00-115-042-0-532 COLONIA ACCESS PRG-WIRELESS DEVICES	600.00	600.00	.00	.00	600.00	.00
9-1200-431-00-122-004-0-532 CO SHOP-WIRELESS DEVICES	700.00	700.00	.00	.00	700.00	.00
9-1200-431-00-260-001-0-532 R-O-W DEPT-WIRELESS DEVICES	3,000.00	3,000.00	.00	.00	3,000.00	.00
<b>1200 R&amp;B COUNTYWIDE</b>	<b>4,300.00</b>	<b>4,300.00</b>	<b>.00</b>	<b>.00</b>	<b>4,300.00</b>	<b>.00</b>
<b>1201 R&amp;B PRECINCT 1</b>						
9-1201-431-00-121-004-0-532 PCT1 RD ADM-WIRELESS DEVICES	.00	30.60	.00	.00	30.60	.00
<b>1201 R&amp;B PRECINCT 1</b>	<b>.00</b>	<b>30.60</b>	<b>.00</b>	<b>.00</b>	<b>30.60</b>	<b>.00</b>
<b>1202 R&amp;B PRECINCT 2</b>						
9-1202-431-00-122-005-0-532 PCT2 RD ADM-WIRELESS DEVICES	2,500.00	2,555.00	55.00	.00	2,500.00	2.15
9-1202-431-00-122-006-0-532 PCT2 P/U RD-WIRELESS DEVICES	.00	4,000.00	.00	.00	4,000.00	.00
<b>1202 R&amp;B PRECINCT 2</b>	<b>2,500.00</b>	<b>6,555.00</b>	<b>55.00</b>	<b>.00</b>	<b>6,500.00</b>	<b>.84</b>
<b>1203 R&amp;B PRECINCT 3</b>						
9-1203-431-00-123-004-0-532 PCT3 RD ADM-WIRELESS DEVICES	8,000.00	10,230.26	8,230.26	1,279.96	720.04	92.96
9-1203-431-00-123-005-0-532 PCT3 P/U RD-WIRELESS DEVICES	.00	8,744.04	700.00	.00	8,044.04	8.01
<b>1203 R&amp;B PRECINCT 3</b>	<b>8,000.00</b>	<b>18,974.30</b>	<b>8,930.26</b>	<b>1,279.96</b>	<b>8,764.08</b>	<b>53.81</b>
<b>1204 R&amp;B PRECINCT 4</b>						
9-1204-431-00-124-007-0-532 PCT4 P/U RD-WIRELESS DEVICES	3,000.00	6,915.98	3,585.82	.00	3,330.16	51.85

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>1204 R&amp;B PRECINCT 4</b>						
1204 R&B PRECINCT 4	3,000.00	6,915.98	3,585.82	.00	3,330.16	51.85
<b>1212 PARKS PRECINCT 2</b>						
9-1212-452-00-122-008-0-532 PCT2 PARKS-WIRELESS DEVICES	960.00	960.00	.00	.00	960.00	.00
1212 PARKS PRECINCT 2	960.00	960.00	.00	.00	960.00	.00
<b>1213 PARKS PRECINCT 3</b>						
9-1213-452-00-123-008-0-532 PCT3 PARKS-WIRELESS DEVICES	750.00	1,839.15	1,219.15	120.00	500.00	72.81
1213 PARKS PRECINCT 3	750.00	1,839.15	1,219.15	120.00	500.00	72.81
<b>1214 PARKS PRECINCT 4</b>						
9-1214-452-00-124-009-0-532 PCT4 PARKS-WIRELESS DEVICES	550.00	951.83	743.83	.00	208.00	78.15
1214 PARKS PRECINCT 4	550.00	951.83	743.83	.00	208.00	78.15
<b>1222 DISTRICT ATTORNEY BAD CHECK PROCESSING</b>						
9-1222-412-00-080-006-0-532 DA BAD CK-WIRELESS DEVICES	5,000.00	5,000.00	.00	.00	5,000.00	.00
1222 DISTRICT ATTORNEY BAD CHECK PROCESSING	5,000.00	5,000.00	.00	.00	5,000.00	.00
<b>1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY</b>						
9-1228-421-00-280-006-0-532 SHRF FED SHARING-US TREAS-WIRELESS DEV	5,000.00	5,000.00	.00	.00	5,000.00	.00
1228 SHERIFF EQUITABLE SHARING-U.S. TREASURY	5,000.00	5,000.00	.00	.00	5,000.00	.00
<b>1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF</b>						
9-1229-421-00-280-007-0-532 SHRF FED SHARING-USDJ-WIRELESS DEVICES	45,000.00	45,000.00	.00	12,170.83	32,829.17	27.05
1229 SHERIFF EQUITABLE SHARING-U.S. DEPT. OF	45,000.00	45,000.00	.00	12,170.83	32,829.17	27.05
<b>1252 HIDTA FEDERAL SHARING-US TREASURY</b>						
9-1252-412-00-270-012-0-532 HIDTA US TREASURY-WIRELESS DEVICES	1,000.00	4,000.00	.00	.00	4,000.00	.00
1252 HIDTA FEDERAL SHARING-US TREASURY	1,000.00	4,000.00	.00	.00	4,000.00	.00
<b>1291 HIDTA</b>						
9-1291-412-00-270-003-8-532 HIDTA TASK FORCE-WIRELESS DEVICES	.00	6,145.50	.00	2,968.85	3,176.65	48.31
9-1291-412-00-270-003-9-532 HIDTA TASK FORCE-WIRELESS DEVICES	.00	2,580.00	.00	.00	2,580.00	.00
1291 HIDTA	.00	8,725.50	.00	2,968.85	5,756.65	34.02
<b>1292 WIC</b>						
9-1292-441-00-350-001-9-532 WIC ADM-WIRELESS DEVICES	.00	10,323.14	2,855.00	.00	7,468.14	27.66
1292 WIC	.00	10,323.14	2,855.00	.00	7,468.14	27.66
<b>1293 HEALTH DEPARTMENT</b>						
9-1293-441-00-340-013-9-532 TDH PHPSB-WIRELESS DEVICES	.00	4,183.40	1,759.01	1,395.10	1,029.29	75.40
1293 HEALTH DEPARTMENT	.00	4,183.40	1,759.01	1,395.10	1,029.29	75.40
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						

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>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						
9-1295-423-00-330-028-0-532 WESL B/C-WIRELESS DEVICES	2,500.00	2,500.00	.00	.00	2,500.00	.00
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>	<b>2,500.00</b>	<b>2,500.00</b>	<b>.00</b>	<b>.00</b>	<b>2,500.00</b>	<b>.00</b>
<b>1297 ADULT PROBATION</b>						
9-1297-423-00-320-005-9-532 RESTITUTION CTR-WIRELESS DEVICES	.00	586.00	.00	.00	586.00	.00
9-1297-423-00-320-020-9-532 SATF-WIRELESS DEVICES	.00	3,526.00	.00	.00	3,526.00	.00
<b>1297 ADULT PROBATION</b>	<b>.00</b>	<b>4,112.00</b>	<b>.00</b>	<b>.00</b>	<b>4,112.00</b>	<b>.00</b>
<b>9 YEAR</b>	<b>229,234.17</b>	<b>332,790.86</b>	<b>58,886.63</b>	<b>18,126.74</b>	<b>255,777.49</b>	<b>23.14</b>

AI-15426

18.A.6.

**Security Services for Parking Lots Owned by Hidalgo County  
CC REGULAR**

**Date:** 05/19/2009

**Submitted By:** Olga Montero, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department **Purchasing only:** Hidalgo County

**Information**

**CAPTION**

Presentation for consideration, discussion and applicable action to award to lowest bidder meeting all specifications and requirements with approval of contract for: "Security Services for Parking Lots Owned by Hidalgo County". RFB No. 2009-013-03-11-otm

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

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

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Available balance as of 05-15-09 \$1,040.00

See attached expenditure report for other possible accounts.

**Attachments**

Link: [BID TAB SHEET](#)

Link: [PARTICIPATION LOG](#)

Link: [CONTRACT](#)

Link: [Exp Report- obj code 350](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2009 04:33 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:50 PM	APRV
3	Veronica Lopez	Veronica Lopez	05/15/2009 09:42 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Olga Montero			Started On: 05/11/2009 02:02 PM	
Final Approval Date: 05/15/2009				

**HIDALGO COUNTY PURCHASING DEPARTMENT  
 BID TABULATION SHEET**

**DEPARTMENT NAME: HIDALGO COUNTY**

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

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

**DESCRIPTION OF BID: RFB-SECURITY SERVICES FOR PARKING LOTS OWNED BY  
 HIDALGO COUNTY**

**BID NO: 2009-013-03-11-OTM**

<b>BID # RFB#</b>	<b>NAME OF COMPANY</b>	<b>HOURLY RATE PER DAY</b>	<b>INSURANCE PROVIDED</b>
#1	Valley Metro Security 12513 Bail Bond Drive Edinburg, Tx 78542  c/o Francisco J. Guerrero	Uniformed Armed: \$11.12 Uniformed Unarmed: \$10.28	yes
#2	Frontline Protective Services 8344 East R.L. Thornton Fwy Ste. 222 Dallas, Tx 75228  c/o Marcus Baker	Uniformed Armed: \$18.00 Uniformed Unarmed: \$16.50	yes
#3	Bolt Security Company 107 N. 10 <sup>th</sup> Avenue Edinburg, Tx 78541  c/o Katherine G. Perez	Uniformed Armed: \$12.90 Uniformed Unarmed: \$11.35	yes
#4	Rapid Security 1626 E. Griffin Parkway Suite B Mission, Tx 78572  c/o Baldemar E. Flores	Uniformed Armed: \$12.10 Uniformed Unarmed: \$11.10	yes
#5			
#6			
#7			
#8			
#9			

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDERS LOG  
SPECIFICATIONS/BID PACKETS**

**IBF-RFP-RFQ-RFI**

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

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

**DEPARTMENT/BID DESCRIPTION: "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"**

**BID NO: 2009-013-03-11-OTM**

NAME OF BIDDER: COMPANY/FIRM	BID REQUE ST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Valley Metro Security Services Josanna Guerrero <a href="mailto:jguerrero@valleymetro.net">jguerrero@valleymetro.net</a> <a href="mailto:linda.mercado@valleymetro.net">linda.mercado@valleymetro.net</a>	Email	Olga T. Montero	2/24/09	12513 Bail Bond Dr. Edinburg, Texas 78542 287-7600 - (F) 287-7605
2. Diamond Detective Agency, Inc. Vicki Reynolds <a href="mailto:vickireynolds@diamond-security.com">vickireynolds@diamond-security.com</a>	Email	Olga T. Montero	2/24/09	1651 S. Halsted Street Chicago Heights, Illinois 60411 (800) 999-6744 Ext. 1011 (F) 1-800-519-7350
3. Texas Security Force Angel Mesa <a href="mailto:Tsf007@sbcglobal.net">Tsf007@sbcglobal.net</a>	Email	Olga T. Montero	2/24/09	1821 W. 172 Mile Road Edinburg, Texas 78540 316-0553 (fax-same)
4. Trejo's Security & Investigations <a href="mailto:Rtinvestigations5510@yahoo.com">Rtinvestigations5510@yahoo.com</a>	Email	Olga T. Montero	2/24/09	5510 North Cage Blvd. Ste. H-Pharr, Texas 78577 661-8033- (F) 283-1787
5. Security International Inc. <a href="mailto:roel@firecheckoftexas.com">roel@firecheckoftexas.com</a> Roel Hernandez	Email	Olga T. Montero	2/24/09	PO BOX 3323 11500 North 10 <sup>th</sup> Street McAllen, Texas 78502 542-7030-(F)618-2471
6. Gold Shield Security Service Lupe Canales <a href="mailto:Gsss2008@aol.com">Gsss2008@aol.com</a> Irene Canales		Olga T. Montero	2/24/09	5401 North 10 <sup>th</sup> Street Ste. 120 McAllen, Texas 78540 631-9807 - (F) 630-6755
7. Allied Barton Security Services <a href="mailto:Michael.daley@alliedbarton.com">Michael.daley@alliedbarton.com</a>	Email	Olga T. Montero	2/24/09	(800) 334-2038 Ext. 31709 F (412) 322-2691
8. Bolt Security Company <a href="mailto:Katherine_g_perez@yahoo.com">Katherine_g_perez@yahoo.com</a> Cell (956) 739-9468	Email	Olga T. Montero	2/24/09	107 North Tenth Avenue Edinburg, Tx 78541 P(956) 381-1800 F-383-1155

Rapid Security Inc. <a href="mailto:captbustos@rapidsecurityinc.com">captbustos@rapidsecurityinc.com</a> Jaime Gonzalez	Email	Olga T. Montero	2/24/09	1015 N. Glasscock, Alton Tx 78573
Black Hawk Security & Investigations <a href="mailto:Jesse_cruz@att.net">Jesse_cruz@att.net</a>	Email	Olga T. Montero	2/24/09	P(956) 458-0704 F (956) 631-4890
Andy Frain Services Russell Louvierre <a href="mailto:rlouvierre@andyfrain.com">rlouvierre@andyfrain.com</a>	Email	Olga T. Montero	2/24/09	2900 Woodridge Drive, S- 303 Houston, Tx 77087-2056
JBK SECURITY INVESTIGATIONS <a href="mailto:Vmartin0165@aol.com">Vmartin0165@aol.com</a>	Email	Olga T. Montero (281) 408-0147 (281) 852-7453 fax	2/25/09	340 N. Sam Houston Parkway E.—Suite 10 F Houston, Tx 77060
Frontline Protective Services <a href="mailto:m_baker@frontlineprotective.net">m_baker@frontlineprotective.net</a>	Email	Olga T. Motnero	2/25/09	8344 East R.L. Thornton Fwy. Ste. 222 Dallas, Tx 75228



with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Chief Of Security, Hidalgo County Office of Budget Management and Hidalgo County Purchasing Department** or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 11, 2009** and ending **July 10, 2010** and may be extended at the sole discretion of County for an additional two (2) - one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   **The County of Hidalgo**  
  **Attn: County Judge**  
  **100 E. Cano**  
  **Edinburg, Texas 78539**

If to Company            **Valley Metro Security, LLC**  
   **Attn: Francisco J. Guerrero, President**  
   **12513 Bail Bond Drive**  
   **Edinburg, Texas 78542**

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

14. 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.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this \_\_\_\_ day of \_\_\_\_\_, 2009.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo, Jr. County Clerk

COMPANY: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners Court on:

**APPROVED AS TO FORM:**  
**Atlas & Hall, L.L.P.**

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

# EXHIBIT "A" SPECIFICATIONS

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PURCHASING DEPARTMENT  
County Of Hidalgo

**REQUEST FOR BIDS CHECKLIST**

**HIDALGO COUNTY**  
**“SECURITY SERVICES FOR PARKING LOTS**  
**OWNED BY HIDALGO COUNTY**  
**RFB NO: 2009-013-03-11-otm**

1. Invitation Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit “A” Specifications / Exhibit “B” Bid Page, consisting of 8 pages.

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4. Exhibit “C” Insurance Requirements, consisting of 3 pages.
5. Exhibit “D” Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
7. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Service Contract.

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail: [olga.montero@co.hidalgo.tx.us](mailto:olga.montero@co.hidalgo.tx.us) to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

*Martha L. Salazar* <sup>2nd</sup>

Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2009  
Date



PURCHASING DEPARTMENT  
County Of Hidalgo

February 23, 2009

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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Re: REQUEST FOR BIDS FOR:  
**HIDALGO COUNTY- "SECURITY SERVICES FOR PARKING LOTS OWNED BY  
HIDALGO COUNTY"**  
RFB No: 2009-013-03-11-otm

Dear Gentlemen:

Enclosed please find a Request for Bids (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* <sup>pw</sup>

Martha L. Salazar, CPPB- Purchasing Agent  
Hidalgo County Purchasing Department

Enclosures

# **REQUEST FOR BIDS**

## **HIDALGO COUNTY “SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY**

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**BID OPENING DATE:**

**MARCH 11, 2009**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

1. Sealed bids will be received for “ **HIDALGO COUNTY – SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY**” in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: "**BID-2009-013-03-11-otm HIDALGO COUNTY - SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY**" and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MARCH 11, 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-2009-013-03-11-otm- RFB- HIDALGO COUNTY – “SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY”** . 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 – “SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY”** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  
- . Discount payments will be considered when offered.
  
- . Contact person for Billing and Payment questions:

Hidalgo County Auditor’s Office  
Ray Eufrazio, Auditor  
2808 South Business Hwy 281  
Edinburg, Texas 78539  
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

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<b>Bid Opening, 9:30 AM</b>	<b>MARCH 11, 2009</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) 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

**Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**  
**COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the bid;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.
25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.
28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid  
for  
**HIDALGO COUNTY**  
**“SECURITY SERVICES FOR PARKING LOTS**  
**OWNED BY HIDALGO COUNTY”**  
**BID NO.: 2009-013-03-11-otm**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_



Title: \_\_\_\_\_

**EXHIBIT A**  
**REQUIREMENTS**

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**HIDALGO COUNTY**  
**REQUEST FOR BIDS**

**SECURITY SERVICES FOR PARKING  
LOTS OWNED BY HIDALGO COUNTY**  
**RFB NO: 2009-013-03-11-otm**

 **COUNTY OF HIDALGO**   
**REQUEST FOR BID**  
**"PARKING LOTS SECURITY SERVICES"**  
**RFB NO: 2009-013-03-11-otm**

**OVERVIEW:**

The County of Hidalgo is seeking qualified contractor(s) to furnish **Security Services** for RFB-PARKING LOTS OWNED BY HIDALGO COUNTY. Services will be required on Monday-Sunday, hours will be determined by location and need.

There will be a "**Pre-Bid Meeting**" scheduled for Wednesday, **March 04, 2009, at 3:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, March 11, 2009.** **ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2009-013-03-11-otm  
Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
New Administration Building  
2812 So. Business 281  
Edinburg, Texas 78539

**The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.**

The following outlines the Request For Bid:

**SECTION I - GENERAL TERMS AND CONDITIONS**

**BIDDER'S AFFIDAVIT**

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

## **NON-DISCRIMINATION**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

## **PROCESSING TIME FOR PAYMENT**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

## **ELECTRONIC TRANSMISSION OF BIDS**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

## **PROOF OF FINANCIAL AND BUSINESS CAPABILITY**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

## **SUBMITTER DEFAULT**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

## **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS**

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

## **BIDS DELIVERY**

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

## **SIGNING OF BIDS**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

## **WAIVING OF INFORMALITIES**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

## **SUBCONTRACTING**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

## **SECTION II - REQUIREMENTS**

### **REQUEST FOR BIDS**

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

### **CONTENTS**

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

### **UNDERSTANDING OF THE PROJECT:**

**To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only . Hidalgo County has the option to add or delete additional sites and/or locations.**

### **BIDDER'S REQUIREMENTS**

- a) Security Officers will be needed to provide security services at the direction of Hidalgo County for several locations involved in this project. Services will be: Mondays – Sunday. Times will be designated by need and location.
- Parking Lot Square (100 N. Closner-Edinburg)– 1 Unarmed Security Officer  
Monday – Friday 7:00 a.m. to 6:00 p.m.  
Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m.  
"Jury Selection Department will require an additional guard"
  - Administration Annex (100 E. Cano-Edinburg) – 1 Unarmed Security Officer  
Monday-Friday 7:00 a.m. to 7:00 p.m.

- 430<sup>th</sup> District Court parking lot (Hon. Israel Ramon, Jr) 1106 S. 9<sup>th</sup> street-Edinburg–  
1 Unarmed Security Officer  
Monday-Friday 7:00 a.m. to 6:00 p.m.
- San Carlos Warehouse – (E. 17 & 6<sup>th</sup> Street—San Carlos)--1 Unarmed Security Officer  
Monday – Friday 10 p.m. to 7 a.m.  
Saturday, Sunday and Holidays 24/hr Armed Security Officer.
- Adult Probation Facility – 3100 S. Bus. 281 (Building B)-Edinburg  
1 Unarmed Security Officer, Monday-Friday 7:00 a.m. to 6:00 p.m.
- Hidalgo County Precinct #2 – Alamo Road Community Center  
1429 S. Tower Road, Alamo  
Monday – Sunday 9 p.m. to 6 a.m. - 1 Armed Security Officer
- New Administration Building (fka K-Mart Bldg.) 2802 S. Bus. Hwy 281, Edinburg  
1 Unarmed Security Officer  
Monday-Friday 7:00 a.m. to 6:00 p.m.
- Substance Abuse Facility (known as Boot Camp)-Corner of Schunior & "M" Rd.-Edinburg  
1 Unarmed Security Officer  
Saturday (12:30 p.m.-3:30 p.m.)

- b) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.
- c) Contractor must ensure coverage if and when security officers are given a meal break.
- d) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.
- e) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.
- f) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

**ADDITIONAL INFORMATION:**

**THE 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 the County.

## **REQUIRED CERTIFICATES AND SUBMITTAL**

Proof of any certifications, licenses, permits registrations required by federal, state and local statute regulations and all required current insurances applicable to project.

## **SECURITY OFFICERS**

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

## **DURATION OF CONTRACT**

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.
2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

## **NUMBER OF COPIES TO BE SUBMITTED**

Hidalgo County requires **one (1) original submittal and three (3) copies.**

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## **PART III - SELECTION AND SCHEDULES AND BID RATE**

### **SCHEDULES/LOCATIONS**

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo County's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

### **SELECTION PROCEDURES**

The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

### **BID RATE**

Bids submitted must be on a **"PER HOURLY RATE PER DAY"**.

**Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.**

**BIDS SUBMITTED TO:** An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281(New Administration Building)  
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009.**

**METHOD OF AWARD**

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.
  2. Ability to meet all requirements of the bid.
  3. Competence, knowledge and experience of the security officers that will be providing the services.
-

**HIDALGO COUNTY**  
**"SECURITY SERVICES FOR PARKING**  
**LOTS OWNED BY HIDALGO COUNTY"**  
**RFB NO: 2009-013-00-00-otm**

**EXHIBIT "B" --- BID PAGE**

PER HOURLY RATE FEE PER DAY

UNIFORMED ARMED: \$ \_\_\_\_\_

PER HOURLY RATE FEE PER DAY

UNIFORMED UNARMED: \$ \_\_\_\_\_

INSURANCE CERTIFICATES INCLUDED: **YES** \_\_\_\_\_ **NO** \_\_\_\_\_

---

**BIDDER'S INFORMATION**

BIDDER'S NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP CODE: \_\_\_\_\_

CELLULAR & PAGER NUMBERS: \_\_\_\_\_

FAX NUMBER: \_\_\_\_\_

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

PRINTED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**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.

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**

INSURER  
POLICY NO.  
EFFECTIVE DATE  
EXPIRES

**COVERAGES**

DESCRIPTION OF OPERATIONS, LOCATION, VEHICLES, EXCLUSIONS, ADDITIONAL ENDORSEMENT, SPECIAL PROVISIONS

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

OTHER

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

Hidalgo County  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

# 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



# HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department  
thru Facsimile: (956) 318-2629 or (956) 292-7612  
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539  
or e-mail: purchasing@co.hidalgo.tx.us

Company Name:	Telephone No. (      )
dba Name:	
Legal Name:	
Mailing Address :	Fax No. (      )
Physical Address:	
City, State, Zip	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address:	
Representative(s) Name(s) & Title(s)	
Type of Organization (check one):	<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify
State Identification No. _____	(Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.	
State of Incorporation: _____	Date: _____ Other: _____
Type of Business (check one):	<input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
<b>Small and/or Disadvantaged Business Information (check application criteria)</b>	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
Less than 125,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Native American
Less than 250,000 annual gross receipt	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Women
Less than 499,000 annual gross receipt	<input type="checkbox"/> Asian Pacific American <input type="checkbox"/> Other
More than 500,000 annual gross receipt	
Have you been certified as a HUB or an MBE/WBE source?:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Indicate Certification No.(s): _____ or are Certificate(s) attached?:	<input type="checkbox"/> Yes <input type="checkbox"/> No
What type of product(s) is/are solicited by your company?:	
Would you like to be provided with specifications for procurements of such products?: <input type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	



**HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION**

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?:  Yes  No

If yes, by whom?:  Texas Building & Procurement Commission  Other \_\_\_\_\_

Indicate Certification No(s): \_\_\_\_\_ or Are Certificate(s) Attached?:  Yes  No

**LIST OF CERTIFIED HUB SUBCONTRACTORS**

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: \_\_\_\_\_% (List HUB Subcontractor information below).

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

HUB Subcontractor Name: \_\_\_\_\_ HUB Status:  
Certifying Agency (Check all applicable):  Texas Building & Procurement Commission  Other  
Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_  
Subcontract Amount: \$ \_\_\_\_\_ Description of Work to be Performed:

## 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.)

**Sign Here**

Signature of  
 U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<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>3</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.

**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.

**DRAFT**

THE STATE OF TEXAS :  
:  
COUNTY OF HIDALGO :

**SERVICE CONTRACT  
C-09-013-00-00**

THIS CONTRACT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and \_\_\_\_\_ a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY}** for Hidalgo County (Precincts Nos. 1 & 3) (the "Services"); and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for "**SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY.**" This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning April 15, 2009 and ending on April 14, 2010 and may be extended at the sole discretion of County for an additional two (2) year-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

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9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

**DRAFT**

If to County:

**The County of Hidalgo  
Attn: County Judge  
100 E. Cano  
Edinburg, Texas 78539**

If to Company

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

14. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**DRAFT**

WITNESS our hands in duplicate originals this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

**COUNTY OF HIDALGO**

**ATTEST:**

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** \_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

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

# **EXHIBIT “B” VENDOR’S BID**

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**HIDALGO COUNTY**  
**"SECURITY SERVICES FOR PARKING**  
**LOTS OWNED BY HIDALGO COUNTY"**  
**RFB NO: 2009-013-00-00-otm**

**EXHIBIT "B" --- BID PAGE**

PER HOURLY RATE FEE PER DAY  
 UNIFORMED ARMED: \$ 11.12

PER HOURLY RATE FEE PER DAY  
 UNIFORMED UNARMED: \$ 10.28

INSURANCE CERTIFICATES INCLUDED: YES X NO       

**BIDDER'S INFORMATION**

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

CELLULAR & PAGER NUMBERS: Francisco Guerrero-956-793-4807

FAX NUMBER: 956-287-7605

AUTHORIZED SIGNATURE: 

PRINTED NAME: Francisco J. Guerrero

TITLE: President

DATE: March 10, 2009



# EXHIBIT “C” INSURANCE REQUIREMENTS

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
**04/21/2009**

<b>PRODUCER</b> El Dorado Insurance Agency 2515 North Blvd. PO Box 66571 Houston, Texas 77266	<b>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>												
<b>INSURED</b> VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG, TX 78542	<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 MERCURY INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER B: AIG LIFE INSURANCE COMPANY</td> <td></td> </tr> <tr> <td>INSURER C: STATE FARM AUTO INSURANCE</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 MERCURY INSURANCE COMPANY		INSURER B: AIG LIFE INSURANCE COMPANY		INSURER C: STATE FARM AUTO INSURANCE		INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER B: AIG LIFE INSURANCE COMPANY													
INSURER C: STATE FARM AUTO INSURANCE													
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 INSRD	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 CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	FMMI012425	12/14/2008	12/14/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ INCLUDED
GEN'L AGGREGATE LIMIT APPLIES PER:					
	POLICY	PRO-JECT	LOC		
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	53-8493-V45	04/13/2009	04/13/2010	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	CEMI00TBD	12/14/2008	12/14/2009	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 DEDUCTIBLE \$ RETENTION \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under SPECIAL PROVISIONS below	ASBA-58049	06/02/2008	06/02/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
	OTHER				

APR 24 2009  
*C 2:30M*

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF "County Of Hidalgo"

<b>CERTIFICATE HOLDER</b> County Of Hidalgo 2812 South Bus Hwy 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 _____ 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 R.L. Ring, Jr./LY07
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Hidalgo County

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>1100 GENERAL FUND</b>						
9-1100-412-00-003-001-0-350 139TH DC-OTHER SERVICES	500.00	500.00	.00	.00	500.00	.00
9-1100-414-00-130-001-0-350 ELECTIONS DEPT-OTHER SERVICES	2,500.00	2,500.00	.00	.00	2,500.00	.00
9-1100-415-00-115-002-0-350 CO WIDE ADM-OTHER SERVICES	166,000.00	602,885.00	561,372.92	40,472.08	1,040.00	99.83
9-1100-415-00-115-072-0-350 HURRICANE DOLLY-OTHER SERVICES	.00	425,300.96	.00	136,552.45	288,748.51	32.11
9-1100-415-15-140-001-0-350 TAX OFF-OTHER SERVICES	50,000.00	50,000.00	7,716.24	7,328.93	34,954.83	30.09
9-1100-415-15-140-002-0-350 TAX OFF LOCK BOX SRV-OTHER SERVICES	40,000.00	40,000.00	.00	12,984.00	27,016.00	32.46
9-1100-415-16-150-001-0-350 CO TREASURER-OTHER SERVICES	4,500.00	4,500.00	1,714.72	857.36	1,927.92	57.16
9-1100-415-18-160-001-0-350 PURCHASING-OTHER SERVICES	11,000.00	11,000.00	2,530.88	3,452.00	5,017.12	54.39
9-1100-415-21-170-001-0-350 CO AUDITOR-OTHER SERVICES	1,000.00	1,000.00	.00	.00	1,000.00	.00
9-1100-415-40-180-001-0-350 CO CLERK-OTHER SERVICES	3,000.00	3,000.00	1,929.06	643.02	427.92	85.74
9-1100-419-40-220-001-0-350 GEN GOVT BLDG-OTHER SERVICES	2,000.00	2,000.00	.00	.00	2,000.00	.00
9-1100-419-60-115-026-0-350 MAILING SERVICES-OTHER SERVICES	20,000.00	20,000.00	673.49	19,326.51	.00	100.00
9-1100-421-00-115-011-0-350 CO WIDE LAW ENF-OTHER SERVICES	30,000.00	55,000.00	36,666.64	18,333.32	.04	100.00
9-1100-421-00-280-001-0-350 SHERIFF-OTHER SERVICES	4,000.00	4,000.00	604.00	1,208.00	2,188.00	45.30
9-1100-423-60-330-002-0-350 JUV PROB-OTHER SERVICES	35,000.00	75,000.00	.00	45,425.00	29,575.00	60.57
9-1100-432-00-121-001-0-350 PCT1 SANITATION-OTHER SERVICES	500,000.00	444,183.07	217,318.88	132,681.12	94,183.07	78.80
9-1100-441-00-340-001-0-350 HEALTH ADM-OTHER SERVICES	7,000.00	7,000.00	1,104.80	730.20	5,165.00	26.21
9-1100-441-00-340-003-0-350 HEALTH CLINICS-OTHER SERVICES	1,000.00	1,000.00	250.00	625.00	125.00	87.50
9-1100-444-00-240-001-0-350 HUMAN SERVICES-OTHER SERVICES	500.00	1,000.00	886.00	75.00	39.00	96.10
9-1100-461-00-115-036-0-350 PREDATORY ANIMALS-OTHER SERVICES	26,400.00	26,400.00	17,600.00	8,800.00	.00	100.00
9-1100-461-00-115-038-0-350 HUMANE SOCIETY-OTHER SERVICES	200,000.00	200,000.00	100,000.32	99,999.66	.02	100.00
<b>1100 GENERAL FUND</b>	<b>1,104,400.00</b>	<b>1,976,269.03</b>	<b>950,367.95</b>	<b>529,493.65</b>	<b>496,407.43</b>	<b>74.88</b>
<b>1211 PARKS PRECINCT 1</b>						
9-1211-452-00-121-013-0-350 PCT1 PARKS-OTHER SERVICES	23,800.00	34,525.00	21,075.00	3,450.00	10,000.00	71.04
<b>1211 PARKS PRECINCT 1</b>	<b>23,800.00</b>	<b>34,525.00</b>	<b>21,075.00</b>	<b>3,450.00</b>	<b>10,000.00</b>	<b>71.04</b>
<b>1212 PARKS PRECINCT 2</b>						
9-1212-452-00-122-008-0-350 PCT2 PARKS-OTHER SERVICES	22,500.00	24,900.74	13,380.74	9,020.00	2,500.00	89.96
<b>1212 PARKS PRECINCT 2</b>	<b>22,500.00</b>	<b>24,900.74</b>	<b>13,380.74</b>	<b>9,020.00</b>	<b>2,500.00</b>	<b>89.96</b>

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>1227 SHERIFF INVESTIGATION HB65</b>						
9-1227-421-00-280-005-0-350 SHRF INVESTIG HB65-OTHER SERVICES	.00	5,000.00	.00	.00	5,000.00	.00
<b>1227 SHERIFF INVESTIGATION HB65</b>	.00	5,000.00	.00	.00	5,000.00	.00
<b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>						
9-1237-415-40-180-003-0-350 CC REC MGMT-OTHER SERVICES	30,000.00	30,000.00	4,800.00	9,600.00	15,600.00	48.00
<b>1237 COUNTY CLERK RECORDS MANAGEMENT &amp; PRESER</b>	30,000.00	30,000.00	4,800.00	9,600.00	15,600.00	48.00
<b>1238 COUNTY RECORDS MANAGEMENT &amp; PRESERVATION</b>						
9-1238-412-00-090-003-0-350 DC COUNTY REC MGMT-OTHER SERVICES	244,000.00	245,484.00	141,086.00	93,068.00	11,330.00	95.38
<b>1238 COUNTY RECORDS MANAGEMENT &amp; PRESERVATION</b>	244,000.00	245,484.00	141,086.00	93,068.00	11,330.00	95.38
<b>1247 LAW LIBRARY</b>						
9-1247-412-50-100-001-0-350 LAW LIBRARY-OTHER SERVICES	3,500.00	3,500.00	.00	.00	3,500.00	.00
<b>1247 LAW LIBRARY</b>	3,500.00	3,500.00	.00	.00	3,500.00	.00
<b>1252 HIDTA FEDERAL SHARING-US TREASURY</b>						
9-1252-412-00-270-012-0-350 HIDTA US TREASURY-OTHER SERVICES	2,000.00	2,000.00	.00	.00	2,000.00	.00
<b>1252 HIDTA FEDERAL SHARING-US TREASURY</b>	2,000.00	2,000.00	.00	.00	2,000.00	.00
<b>1287 DESIGNATED PURPOSE GRANTS LVL 7</b>						
9-1287-465-20-110-070-9-350 EDA-OTHER SERVICES	.00	104,000.00	.00	.00	104,000.00	.00
<b>1287 DESIGNATED PURPOSE GRANTS LVL 7</b>	.00	104,000.00	.00	.00	104,000.00	.00
<b>1294 JUVENILE PROBATION</b>						
9-1294-423-00-330-016-9-350 DONNA ISD-OTHER SERVICES	.00	113,760.00	.00	.00	113,760.00	.00
9-1294-423-00-330-017-9-350 LA JOYA ISD-OTHER SERVICES	.00	55,938.00	.00	25,359.00	30,579.00	45.33
9-1294-423-00-330-018-9-350 TJPC-P-2009 JJAEP-OTHER SERVICES	.00	369,701.00	.00	221,437.00	148,264.00	59.90
9-1294-423-00-330-019-9-350 MCALLEN ISD-OTHER SERVICES	.00	41,761.00	.00	1,580.00	40,181.00	3.78
9-1294-423-00-330-020-9-350 PSJA ISD-OTHER SERVICES	.00	56,022.00	.00	18,960.00	37,062.00	33.84
9-1294-423-00-330-021-9-350 SHARYLAND ISD - OTHER SERVICES	.00	18,644.00	.00	3,476.00	15,168.00	18.64
9-1294-423-00-330-023-9-350 ECISD-OTHER SERVICES	.00	38,840.00	.00	9,796.00	29,044.00	25.22
9-1294-423-00-330-024-9-350 EDCOUCH-ELSA ISD-OTHER SERVICES	.00	14,042.00	.00	4,108.00	9,934.00	29.26
9-1294-423-00-330-025-9-350 MISSION ISD-OTHER SERVICES	.00	42,225.00	.00	10,665.00	31,560.00	25.26
9-1294-423-00-330-027-9-350 JJAEP DISCRETIONARY-OTHER SERVICES	.00	2,018.00	.00	.00	2,018.00	.00
9-1294-423-00-330-039-9-350 MONTE ALTO ISD-OTHER SERVICES	.00	7,110.00	.00	.00	7,110.00	.00
9-1294-423-00-330-040-9-350 HIDALGO ISD-OTHER SERVICES	.00	14,062.00	.00	.00	14,062.00	.00
9-1294-423-00-330-041-9-350 MERCEDES ISD-OTHER SERVICES	.00	32,000.00	.00	6,794.00	25,206.00	21.23

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>1294 JUVENILE PROBATION</b>						
9-1294-423-00-330-043-9-350 VALLEY VIEW ISD-OTHER SERVICES	.00	4,740.00	.00	.00	4,740.00	.00
9-1294-423-00-330-048-9-350 TJPC-W-2009 - OTHER SERVICES	.00	33,957.79	.00	12,440.49	21,517.30	36.64
<b>1294 JUVENILE PROBATION</b>	<b>.00</b>	<b>844,820.79</b>	<b>.00</b>	<b>314,615.49</b>	<b>530,205.30</b>	<b>37.24</b>
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>						
9-1295-423-00-330-028-0-350 WESL B/C-OTHER SERVICES	1,000.00	1,000.00	.00	.00	1,000.00	.00
<b>1295 JUVENILE PROBATION POST-ADJUDICATION FAC</b>	<b>1,000.00</b>	<b>1,000.00</b>	<b>.00</b>	<b>.00</b>	<b>1,000.00</b>	<b>.00</b>
<b>1297 ADULT PROBATION</b>						
9-1297-423-00-320-002-9-350 BASIC SUPERVISION-OTHER SERVICES	.00	57,844.82	9,131.59	47,147.09	1,566.14	97.29
9-1297-423-00-320-009-9-350 TAIP-OTHER SERVICES	.00	99,401.00	47,826.00	51,575.00	.00	100.00
9-1297-423-00-320-014-9-350 DRUG CRT-OTHER SERVICES	.00	79,882.00	75,280.00	4,602.00	.00	100.00
<b>1297 ADULT PROBATION</b>	<b>.00</b>	<b>237,127.82</b>	<b>132,237.59</b>	<b>103,324.09</b>	<b>1,566.14</b>	<b>99.34</b>
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>						
9-2201-415-00-115-010-0-350 HEALTH BENEFITS TPA&STP LOSS-OTHER SERV	1,200,000.00	1,200,000.00	.00	257,640.22	942,359.78	21.47
<b>2201 SELF-FUNDED HEALTH BENEFITS</b>	<b>1,200,000.00</b>	<b>1,200,000.00</b>	<b>.00</b>	<b>257,640.22</b>	<b>942,359.78</b>	<b>21.47</b>
<b>2202 SELF-FUNDED WORKERS' COMP</b>						
9-2202-419-50-115-066-0-350 CLAIMS SERVICING-OTHER SERVICES	240,000.00	240,000.00	.00	75,000.00	165,000.00	31.25
<b>2202 SELF-FUNDED WORKERS' COMP</b>	<b>240,000.00</b>	<b>240,000.00</b>	<b>.00</b>	<b>75,000.00</b>	<b>165,000.00</b>	<b>31.25</b>
<b>9 YEAR</b>	<b>2,871,200.00</b>	<b>4,948,627.38</b>	<b>1,262,947.28</b>	<b>1,395,211.45</b>	<b>2,290,468.65</b>	<b>53.72</b>

AI-15391

18.A.7.

**Request for removal of fixed assets**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Christa Anthony, VETERANS SERVICES  
**Submitted For:** Christa Anthony  
**Department:** VETERANS SERVICES  
**Agenda Category:** Purchasing Department

**Information**

**CAPTION**

Requesting approval to remove the listed items from Veteran's Department inventory:

- a. Dell Minitower 400 MHZ, Asset#37813, acquired on 10/23/2001
- b. 1 166 MHZ Pentium CPU, Pionex, Asset# 31208, acquired on 9/23/1997
- c. 1 133 MHZ Pentium CPU, Pionex, Asset# 31268, acquired on 9/23/1997
- d. 1 OPTIPLEX GX 270 Small Minitower, Asset# 41799, acquired on 12/9/2003

**BACKGROUND**

Inventory was left on the inventory list by the predecessor and it can no longer be accounted for.

**Fiscal Impact**

**FISCAL YEAR:** \_\_\_\_\_ **ACCT. #:** \_\_\_\_\_  
**FUNDS AVAILABLE Y/N?:** \_\_\_\_\_ **MATCHING FUNDS Y/N?:** \_\_\_\_\_  
**BUDGETARY IMPACT:**  
 No Budgetary Impact

**Attachments**

Link: [AFFIDAVIT](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2009 02:56 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:02 PM	APRV
3	Damaris San Miguel	Damaris San Miguel	05/15/2009 12:07 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Christa Anthony

Started On: 05/07/2009 02:43 PM


Final Approval Date: 05/15/2009

**AFFIDAVIT**

It is my intent to attest that prior to me, Emilio De Los Santos, hired on July 21, 2003, the following items (1-3) were not in the possession of the Hidalgo County Veterans Service Department. Also any attempt to locate Item #4 acquired on 12/09/2003 is no longer in the possession of the Hidalgo County Veterans Service Department.

1. 1 Dell Minitower, (400MHZ), Asset # 37813, acquired on 10/23/2001
2. 1 166 MHZ Pentium CPU, Pionex, Asset# 31208, acquired on 9/23/1997
3. 1 133 MHZ Pentium CPU, Pionex, Asset# 31268, acquired on 9/23/1997
4. 1 OPTIPLEX GX 270T Small Minitower, Asset# 41799, acquired on 12/9/2003

All efforts were exhausted through the Hidalgo County Fixed Assets Division and the Hidalgo County Veterans Service Department to locate these items. However, due to the lapse in time and transition of county department staff, back-up information is not available. I respectfully request that the aforementioned items be removed from the inventory of the fixed assets for the Hidalgo County Veterans Service Department.

SIGNATURE:  DATE: 11/4/09

TITLE: Department Head

AI-15502

18.B.1.

**Final Payment-Invoice #01.08-Dos Land Surveying  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Vangie Garcia, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 1

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of request for "Affidavit Of Final Payment Request" for Invoice #01.80-M20 in the amount of \$16,400.00 submitted by Dos Land Surveying with authority for County Auditor to review and complete processing procedures and for County Treasurer to issue payment in connection to contract #C-08-225-09-09-PO#611180 for Professional Surveying Services to "Mile 20N, Mile 21N and Mile 7W" Project within Hidalgo County Precinct #1.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1201-431-00-121-005-0-731  
**FUNDS AVAILABLE Y/N?:** Yes **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
PO # 611180 with available balance of \$16,400.00 as of 05-15-09

**Attachments**

Link: [INVOICE DOCUMENTATION](#)

**Form Routing/Status**

<b>Route Seq</b>	<b>Inbox</b>	<b>Approved By</b>	<b>Date</b>	<b>Status</b>
1	Purchasing Department	Marty Salazar	05/15/2009 10:31 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 10:33 AM	APRV
3	Veronica Lopez	Veronica Lopez	05/15/2009 11:44 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Vangie Garcia  
Started On: 05/14/2009 02:52 PM  
Final Approval Date: 05/15/2009

## Evangelina Garcia

---

**From:** noe.montez [noe.montez@co.hidalgo.tx.us]  
**Sent:** Thursday, May 14, 2009 10:58 AM  
**To:** 'Evangelina Garcia'  
**Subject:** FW: Invoice  
**Attachments:** Inv. 01.08 M20.pdf; Final Payment M20.pdf

Vangie: can you get this on the next cc agenda...if I need to make the call to move up to next tue 5/19/09 I will

---

**From:** Tina Buchanan [mailto:tinabuchanan@doslandsurveying.com]  
**Sent:** Thursday, May 07, 2009 4:03 PM  
**To:** noe.montez@co.hidalgo.tx.us  
**Cc:** ericybarra@doslandsurveying.com  
**Subject:** Invoice

Mr. Montez,

Attached is our invoice # 01.08 M20 in the amount of \$16,400.00 with a Affidavit of Final Request for Payment.  
If you should have any questions, please do not hesitate to give me a call.

Thanks,

---

*Tina Buchanan*  
Dos Land Surveying  
212 W, 3rd Street  
Weslaco, Texas 78596



**Bill To:**  
 Hidalgo Co. Pct. 1  
 1902 Joe Stephens Ave.  
 Weslaco, Texas 78596

**DATE:**  
 May 7, 2009

**INVOICE # 01.08 M20**

Attention: Accounts Payable

PO Number: 611180

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Mile 20 N., Mile 21 N. & Mile 7 W.				
<b>Professional Services</b>				
<b>Survey and Topography</b>				
Surveying Services	\$16,400.00		\$16,400.00	\$0.00
<b>TOTAL</b>	<b>\$16,400.00</b>	<b>\$0.00</b>	<b>\$16,400.00</b>	<b>\$0.00</b>
			<b>TOTAL DUE</b>	<b>\$16,400.00</b>

Please remit to:  
 Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

**Affidavit of Final Request for Payment**

**Date:** May 7, 2009

**Professional Service Contract**

Date: 10-15-08

Owner: Hidalgo County Precinct No. 1

Contractor: Dos Land Surveying

**Project:**

Mile 20 N. Mile 21 N. & Mile 7 West

**Completion Date:** May 1, 2009

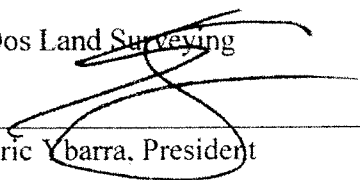
**Affiant:** Mr. Eric C. Ybarra, President of Dos Land Surveying

**Affidavit of Final Request for Payment**

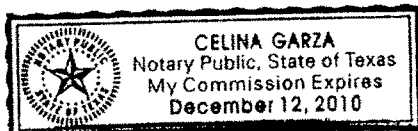
Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant:

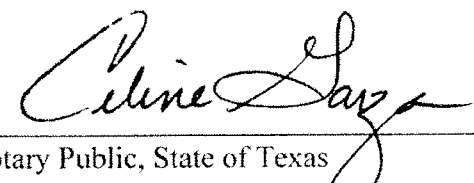
1. Dos Land Surveying is a Texas LLC.
2. Affiant is President of Surveyor and is authorized to make this affidavit on behalf of Surveyor.
3. The Surveying services required by the Professional Services Contract have been completed in accordance with the requirements of the Contract.
4. Surveyor has paid laborers, and material in full for all labor, services and materials provided to Surveyor for the work and services performed on the Project, excepting only the amounts owed to the persons identified below: NONE.
5. This affidavit is made to induce Owner to accept the services as completed, to pay Surveyor all or part of the consideration in the Professional Services Contract, and to induce Owner to acknowledge completion of the Project.

Dos Land Surveying

  
Eric Ybarra, President

SUBSCRIBED AND SWORN TO before me on this 7 day of May, 2009 by Eric Ybarra, in his capacity as President of Dos Land Surveying.



  
Notary Public, State of Texas

AI-15526

18.C.1.

**Application for Payment #1 from CAS Companies, L.P.  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 2

**Information**

**CAPTION**

Presentation for discussion, consideration, acceptance and approval of Application for Payment #1 from CAS Companies, L.P. in the amount of \$457,519.13 and as certified for payment by project architect, VA Architecture in connection with the construction of the South Tower Park CRC Building(s) including waiving the submission of release of liens for this payment request only subject to the completion of Auditor's review and processing procedures and authority for County Treasurer to issue payment/check.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1212-452-00-122-008-0-720/739  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Purchase Order #614127 includes:  
9-1212-452-00-122-008-0-720 \$222,310.00 available balance  
9-1212-452-00-122-008-0-739 \$330,815.00 available balance

as of 05/15/09.

**Attachments**

Link: 08-403

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/15/2009 11:57 AM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 01:43 PM	APRV
3	Roland Garcia	Rolando Garcia	05/15/2009 04:51 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marty Salazar

Started On: 05/15/2009 10:39 AM

Final Approval Date: 05/15/2009

TO OWNER: HIDALGO County  
 PO Box 1356  
 EDINBURG, TX 78539

PROJECT: SOUTH Tower C&C Park  
 PO # 6614127

APPLICATION NO.: 1  
 PERIOD TO: 5-14-09  
 PROJECT NOS.: 07-1004 A  
 DISTRIBUTION TO:  
 OWNER  
 ARCHITECT  
 CONTRACTOR

FROM CONTRACTOR: GAS COMPANIES, LP  
 111 BEARD LANE  
 STAFFORD, TX 77477

VIA ARCHITECT: VIA ARCHITECTURE  
 2029 INDUSTRIAL DRIVE  
 MC ALLEN, TX 78504

CONTRACT DATE:

CONTRACT FOR: 2008-403-11-016-NSS HIDALGO CO PCT 2 - SOUTH Tower C&C Park

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1. ORIGINAL CONTRACT SUM ..... \$ 553,125.00
- 2. Net change by Change Orders ..... \$
- 3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 553,125.00
- 4. TOTAL COMPLETED & STORED TO DATE ..... \$ 481,599.08  
 (Column G on G703)
- 5. RETAINAGE:  
 a. 5 % of Completed Work ..... \$ 24,079.95  
 (Columns D + E on G703)  
 b. \_\_\_\_\_ % of Stored Material ..... \$ \_\_\_\_\_  
 (Column F on G703)  
 Total Retainage (Line 5a + 5b or Total in Column I of G703) ..... \$ 24,079.95
- 6. TOTAL EARNED LESS RETAINAGE ..... \$ 457,519.13  
 (Line 4 less Line 5 Total)
- 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT  
 (Line 6 from prior Certificate) ..... \$ 0
- 8. CURRENT PAYMENT DUE ..... \$ 457,519.13
- 9. BALANCE TO FINISH, INCLUDING RETAINAGE  
 (Line 3 less Line 6) ..... \$ 95,605.87

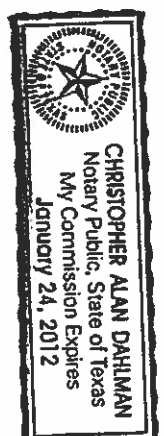
CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:  
 By: [Signature] Date: 5/14/09

State of: TEXAS  
 County of: FORT BEND  
 Subscribed and sworn to before me this 14<sup>th</sup> day of May 2009

Notary Public: [Signature]  
 My Commission expires: Jan. 24, 2012



**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  
 By: \_\_\_\_\_ Date: \_\_\_\_\_  
 This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

**Pct 2 -Selection of Engineer for Building renovations on as needed basis  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Moises Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 2

---

**Information**

**CAPTION**

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A)(4)(a), a professional service for Engineering Services (including developing plans, specifications, scopes of work, etc.) in connection with: building repairs and/or renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A);

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluation through the County's approved pool of engineers in connection with professional engineering services (including developing plans, specifications, scopes of work, etc.) required for building repairs and/or renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A);

1st. \_\_\_\_\_; 2nd. \_\_\_\_\_; 3rd. \_\_\_\_\_;

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of for the provision of Engineering Services (including developing plans and specifications) for Building renovations on an as needed basis to comply with The Texas Engineering Practice Act (Occupational Code Sec. 1001.053.A).

**BACKGROUND**

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**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding to be determined based on "as needed" once Purchasing has negotiated with No.1 ranked firm.

9-1100-432-00-122-001-0-334 (avail. bal. \$ 4,000.00)

9-1202-431-00-122-006-0-334 (avail. bal. \$50,000.00)

9-1212-452-00-122-008-0-334 (avail. bal. \$ 6,000.00)

Pending tabulation sheet attachment.

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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	Purchasing Department	Marty Salazar	05/15/2009 12:00 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 01:42 PM	APRV
3	Roland Garcia	Rolando Garcia	05/15/2009 05:07 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW
Form Started By: Moises Salazar			Started On: 05/14/2009 04:35 PM	
Final Approval Date: 05/15/2009				

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**AI-15275**

**18.D.1.**

**Pct 3-Pmt #4-(Addt'l Svc) & Pmt #7-Basic Services-AGA, Inc-C-07-228-07-10**

**CC REGULAR**

Date: 05/19/2009

Submitted By: Letty Saenz, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

a. Presentation for discussion, consideration and acceptance/approval of a notification submitted by vendor, Alcocer-Garcia Associates Design Consulting (AGADC) of the change of business status from partnership to Alcocer-Garcia Associates, Inc. (AGA) including related and supporting documentation;

b. Presentation for discussion, consideration, acceptance and approval of request for Payment No. 4 (Additional Services) and Payment No. 7 (Basic Services) totaling \$4,114.56 submitted by Alcocer Garcia Associates Design Consulting (AGADC) contracted architect for: "Anzaldue's Park Project- Board Ramp & Dock Improvements" through contract #C-07-228-07-10 (PO #592805) and subject to County Auditor's review and completion of processing procedures with authority for County Treasurer to issue payment/check.

BACKGROUND

Change of Name from: Alcocer-Garcia Associates Design & Consulting, Inc.

To: Alcocer Garcia Associates, Inc.

Request for Pmt #4 (Addt'l Svcs) - \$ 3,080.00- AGA Inc. - C-07-228-07-10

Request for Pmt #7 (Basic Svcs) - \$ 1,034.56- AGA Inc. - C-07-228-07-10

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1287-452-00-123-043-9-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. #592805 as of 5/14/09 \$2,577.38

FISCAL YEAR: 2009

ACCT. #: 9-1203-431-00-123-005-0-739

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds in P.O. # 592805 as of 5/14/09 \$7,562.62

## Attachments

Link: [Pmt #4-\(Addtl Svc\) - AGA](#)

Link: [Pmt #7-Basic Services-AGA](#)

Link: [IRS-Treasury-AGA Inc](#)

Link: [SOS File #-AGA Inc](#)

Link: [Tx Comptrollers Good Standing-AGA Inc](#)

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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	Purchasing Department	Marty Salazar	05/14/2009 10:29 AM	APRV
2	Budget & Management	Ivan Cantu	05/14/2009 10:33 AM	APRV
3	Perla Lopez	Perla Lopez	05/14/2009 02:17 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Letty Saenz  
Started On: 04/30/2009 09:46 AM  
Final Approval Date: 05/15/2009

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**ARCHITECT'S PROFESSIONAL SERVICES**

119588  
592805

**REQUEST FOR PAYMENT NO. 4 for ADDITIONAL SERVICES**

TO OWNER: County of Hidalgo, Texas  
PROJECT NAME: Boat Ramp & Dock Improvements, Anzalduas Park  
CONTRACT NO.: C-07-228-07-10 P.O. No.: 592805  
FROM: Alcocer Garcia Associates, Inc.  
ADDRESS: 1333 E. Jasmine Ave., McAllen TX 78501  
( EIN: 26-4262500 )

Additional Services Amt.: \$ 10,450.00

SCOPE OF SERVICES	AMOUNT	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Grant Admin. Services *	\$10,450.00	\$9,130.00	\$6,050.00	\$3,080.00

\*Copy of Vazaldua & Associates Invoice No. 2009-019 & documents attached.  
Charged at \$ 2,800.00 + 10% = \$ 3,080.00.

Additional Services Payments to-date:

- Inv. No. 1... \$ 1,155.00
- Inv. No. 2... \$ 1,155.00
- Inv. No. 3 ...\$ 3,740.00

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

George Alcocer  
AGA, Inc.

4-29-09  
Date

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Date

INVOICE RECEIVED BY  
NAU ON 4/29/09  
GOODS/SERVICES RECEIVED BY  
\_\_\_\_\_  
ON \_\_\_\_\_

9-1287-452-N-123-043.9-759



**ARCHITECTS PROFESSIONAL SERVICES**

119 555  
592805

**REQUEST FOR PAYMENT NO. 7**

TO OWNER: County of Hidalgo, Texas  
 PROJECT NAME: Boat Ramp & Dock Improvements, Anzalduas Park  
 CONTRACT NO.: C-07-228-07-10 P.O. No.: 592805  
 FROM: Alcocer Garcia Associates, Inc. (EIN: 26-4262500)  
 ADDRESS: 1333 E. Jasmine, McAllen, TX 78501

Basic Services Contract Amt.: \$ 20,325.00

SCOPE OF SERVICES	AMOUNT	% COMPLETED TO DATE	TOTAL DUE	LESS PREV. PAYMENTS	AMOUNT DUE THIS REQUEST
Schematic Design Phase 10 %	\$2,032.50	100%	\$2,032.50	\$2,032.50	\$0.00
Design Development Phase 10 %	\$2,032.50	100%	\$2,032.50	\$2,032.50	\$0.00
Construction Documents Phase 50 %	\$10,162.50	100%	\$10,162.50	\$10,162.50	\$0.00
Bidding Phase 5%	\$1,016.25	100%	\$1,016.25	\$1,016.25	\$0.00
Construction Phase 25 %	\$5,081.25	81%	\$4,115.81	\$3,081.25	\$1,034.56
<b>TOTAL</b>	<b>\$20,325.00</b>		<b>\$19,359.56</b>	<b>\$18,325.00</b>	<b>\$1,034.56</b>

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

George A. Garcia  
AGA, Inc.

4-27-09  
DATE

\_\_\_\_\_  
Owner Date

INVOICE RECEIVED BY  
WBC ON 4/17/09  
GOODS/SERVICES RECEIVED BY  
ON \_\_\_\_\_

9-1287-452-00-183-043-9 78



Date of this notice: 02-16-2009

Employer Identification Number:  
26-4262500

Form: SS-4

Number of this notice: CP 575 A

ALCOCER GARCIA ASSOCIATES INC  
% EDUARDO ALCOCER  
1333 E JASMINE AVE  
MCALLEN, TX 78501

For assistance you may call us at:  
1-800-829-4933

IF YOU WRITE, ATTACH THE  
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 26-4262500. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

Based on the information received from you or your representative, you must file the following form(s) by the date(s) shown.

Form 941	04/30/2009
Form 940	01/31/2010
Form 1120	03/15/2010

If you have questions about the form(s) or the due date(s) shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2004-1, 2004-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

**IMPORTANT INFORMATION FOR S CORPORATION ELECTION:**

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.





## Office of the Secretary of State

### CERTIFICATE OF FILING OF

Alcocer Garcia Associates, Inc.  
File Number: 801083099

The undersigned, as Secretary of State of Texas, hereby certifies that a Certificate of Formation for the above named Domestic For-Profit Corporation has been received in this office and has been found to conform to the applicable provisions of law.

ACCORDINGLY, the undersigned, as Secretary of State, and by virtue of the authority vested in the secretary by law, hereby issues this certificate evidencing filing effective on the date shown below.

The issuance of this certificate does not authorize the use of a name in this state in violation of the rights of another under the federal Trademark Act of 1946, the Texas trademark law, the Assumed Business or Professional Name Act, or the common law.

Dated: 02/05/2009

Effective: 02/05/2009



A handwritten signature in black ink, appearing to read "Hope Andrade".

Hope Andrade  
Secretary of State

FEB 05 2009

Corporations Section

ARTICLES OF INCORPORATION

FOR

ALCOCER GARCIA ASSOCIATES, INC.

I, the undersigned natural person of the age of twenty-one or more, acting as incorporator of a corporation under the Texas Business Corporation Act, do hereby adopt the following Articles of Incorporation:

ARTICLE I

The name of the Corporation shall be Alcocer Garcia Associates, Inc.

ARTICLE II  
DURATION

The period of duration is perpetual.

ARTICLE III  
PURPOSE

The purpose(s) for which this corporation is organized is:

To engage in and carry out the transactions of any or all-lawful business for which corporations may be used under the laws of the State of Texas under the Texas Business Corporation Act and that are necessary or proper in connection with the limitations contained therein.

ARTICLE IV  
AUTHORITY TO ISSUE SHARES

The aggregate number of shares which the corporation shall have authority to issue is Ten Thousand (10,000) shares of common stock with a par value of \$1.00 per share.

ARTICLE V  
CORPORATE SHARES

The Corporation will not commence business until it has received for the issuance of its shares consideration of the value of \$1,000.00, consisting of money, labor done or property actually received.

ARTICLE VI  
REGISTERED OFFICE

The address of the registered office and the name of its initial registered agent at such address are as follows:

Registered Office:

Registered Agent:

Eduardo Alcocer  
1333 E. Jasmine  
McAllen, Texas 78501



## Taxable Entity Search Results

### Franchise Tax Certification of Account Status

#### **This Certification Not Sufficient for Filings with Secretary of State**

Do **not** include a certificate from this Web site as part of a filing with the Secretary of State for dissolution, merger, withdrawal, or conversion. The Secretary of State will reject a filing that uses the certification from this site.

To obtain a certificate that is sufficient for dissolution, merger, or conversion, see Publication 98-336d, Requirements to Dissolve, Merge or Convert a Texas Entity.

Certification of Account Status	Officers And Directors Information
Entity Information:	<b>ALCOCER GARCIA ASSOCIATES, INC.</b> 1333 E JASMINE AVE MCALLEN, TX 78501-5708
Status:	<b>IN GOOD STANDING NOT FOR DISSOLUTION OR WITHDRAWAL through May 5, 2010</b>
Registered Agent:	EDUARDO ALCOCER 1333 E. JASMINE MCALLEN, TX 78501
Registered Agent Resignation Date:	
State of Formation:	TX
File Number:	0801083099
SOS Registration Date:	February 5, 2009
Taxpayer Number:	32038832534

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 [Texas Homeland Security](#)

[Susan Combs](#), Texas Comptroller • 
 [Window on State Government](#) • 
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 [Accessibility Policy](#) | 
 [Link Policy](#) | 
 [Public Information Act](#) | 
 [Compact with Texans](#)



**TEXAS COMPTROLLER OF PUBLIC ACCOUNTS**  
SUSAN COMBS • COMPTROLLER • AUSTIN, TEXAS 78774

May 1, 2009

**CERTIFICATE OF ACCOUNT STATUS**

THE STATE OF TEXAS  
COUNTY OF TRAVIS

I, Susan Combs, Comptroller of Public Accounts of the State of Texas, DO  
HEREBY CERTIFY that according to the records of this office

**ALCOCER GARCIA ASSOCIATES, INC.**

is, as of this date, in good standing with this office having no franchise  
tax reports or payments due at this time. This certificate is valid through  
the date that the next franchise tax report will be due May 5, 2010.

This certificate does not make a representation as to the status of the  
entity's registration, if any, with the Texas Secretary of State.

This certificate is valid for the purpose of conversion when the converted  
entity is subject to franchise tax as required by law. This certificate is  
not valid for any other filing with the Texas Secretary of State.

GIVEN UNDER MY HAND AND  
SEAL OF OFFICE in the City of  
Austin, this 1st day of  
May 2009 A.D.

Susan Combs  
Texas Comptroller

Taxpayer number: 32038832534  
File number: 0801083099

Form 05-304 (Rev. 12-07/17)

AI-15443

18.E.1.

**Pct 4-Prof Eng Svc-C-09-171-05-19-J.E.Saenz & Associates Inc-"Lakeview Subd & Curry Road W of Cesar Chavez"**

**CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Letty Saenz, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

**Information**

**CAPTION**

Requesting approval of a professional engineering services agreement with J. E. SAENZ & ASSOCIATES, INC. for the purposes of engineering services for "LAKEVIEW SUBDIVISION WEST OF NORTH McCOLL and CURRY ROAD WEST OF CESAR CHAVEZ" for Hidalgo County Precinct No. 4 (as selected for negotiations through County's protocol from the "POOL" of engineers by C.C. on 03/24/09), and (as approved as to form by legal counsel).

**BACKGROUND**

Contract no. C-09-171-05-19-J.E. Saenz & Associates, Inc. (approved by legal counsel)

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1204-431-00-124-007-0-731/711  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Funding pending an intradepartmental transfer.

**Attachments**

Link: Draft Contract apprvd by Legal Counsel

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/13/2009 03:00 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:05 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/15/2009 05:29 PM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Letty Saenz Started On: 05/12/2009 04:23 PM

Final Approval Date: 05/15/2009

**THE STATE OF TEXAS   §  
  §  
COUNTY OF HIDALGO   §**

**AGREEMENT FOR PROFESSIONAL SERVICES  
C-09-171-05-19**

**THIS AGREEMENT** is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **J. E. Saenz & Associates, Inc.** professional engineers of **Edinburg, Texas**, hereinafter called the "**Engineer**".

**WITNESSETH:**

**WHEREAS**, the **Owner** desires to contract with the **Engineer** to provide professional engineering services for: "**Lakeview Subdivision West of North McColl and Curry Road West of Cesar Chavez**" within **Hidalgo County Precinct Number 4** hereinafter referred to as the ("**Project**");

**WHEREAS**, the **Owner** has determined that the services of a professional engineering firm is necessary to carry out the required Services;

**WHEREAS**, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the **Owner** requested proposals from a professional engineer to assist the **Owner** by providing the Services;

**WHEREAS**, **Owner** has selected the **Engineer** to provide the Services within Hidalgo County Precinct No. 4, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

**NOW THEREFORE**, in consideration of the mutual covenants and agreements herein contained, **Owner** and **Engineer** do mutually agree as follows:

**ARTICLE 1. Employment of Engineer.** The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow, and for having rendered such services, the owner agrees to pay the **Engineer** compensation as stated in the articles to follow.

**ARTICLE 2. Character and Extent of Services.** This Agreement will provide for the development

of the **Project** with the following:

**2.1 Scope of Work.** The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A" Services to be Provided by the Owner**, attached hereto and made a part of this Agreement. The **Engineer** shall render professional engineering services for the development and fulfillment of this Agreement as identified in **EXHIBIT "B"- Services to be Provided by the Engineer**, attached hereto and made a part of this Agreement.

**2.2 Classification of Services** For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

**2.3 Schedule of Work.** The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - Work Schedule**, attached hereto and made a part of this Agreement exchange for such services.

**2.4 Non-Exclusive Services of Engineer** Hidalgo County reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

**ARTICLE 3. Period of Service.** Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

**3.1 Termination Date.** This Agreement shall terminate at the close of business **upon completion of this project** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below.. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date**.

**3.2 Extension of the Termination Date.** The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be

completed before the **Termination Date**, and the **Owner** may, at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date**.

**3.3 Suspension of Work.** Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**.

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**.

**3.4 Termination of Agreement.** This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

- (1) **Commitment of Current Revenues.** In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer**. The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).
- (2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.
- (3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

- (4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer**.
- (5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer**.
- (6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the **Owner** for any additional cost occasioned by the **Owner**.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount in settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

**ARTICLE 4. Progress and Coordination.** The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner**, or at other locations designated by the **Owner**. These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner**.

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

- (1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation; and
- (2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

**ARTICLE 5. Compensation and Fees.** For and in consideration of the services to be rendered by the **Engineer**, the **Owner** shall compensate the **Engineer** as follows:

**5.1 Services.** For and in consideration of the **Services** to be rendered by the **Engineer**, as identified in

Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for **Services**, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. An outline and breakdown of the **Services Fee** is more particularly identified in **EXHIBIT "D1"-Fee Breakdown**, attached hereto and made a part of this Agreement. Payments to the **Engineer** for **Services** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

**5.2 Special Services.** Those services that may be required to provided by the **Engineer** as **Special Services** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these **Special Services** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D" - Contract Rates**, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR.** Actual performances of service of project site engineer, resident engineer and/or inspector, if required by **Owner**.
2. **DOCUMENT COPIES.** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents; additional copies (over 10) of as-built drawings.
3. **EXTRA TRAVEL.** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.
4. **EXPERT WITNESS.** Assistance to the **Owner** as expert witness in any litigation with third parties arising from the development or construction of the **Project**.
5. **MISCELLANEOUS.** Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor**.

#### **ARTICLE 6. Method of Payment.**

**6.1 Request for Payment.** Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer**

shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization(s)** approved by the **Owner**. **6.2 Final Payment.** After final completion of the work and acceptance thereof by the **Owner**, the **Engineer** shall submit a final request for payment ("**Final Request for Payment**") which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner**, the **Owner** shall pay to the **Engineer** the amount due ("**Final Payment**") under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

**6.3 Qualification on Obligations to Pay.** Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

- (1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

- (2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.
- (3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer**;
- (4) If the **Owner**, in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer**, at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 **Waiver.** The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project**. (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

**ARTICLE 7. Work Authorization.** After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E" - Work Authorization Form**, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the **Project**, as required through the course of the development to the **Project**. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a

**Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner**. The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization**. All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer**, of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

**ARTICLE 8. Supplemental Agreements.** The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F" - Supplemental Agreement Form**, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

If determined appropriate by the **Owner**, additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement**.

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer**.

**ARTICLE 9. Additional Work.** If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

**ARTICLE 10. Changes or Revisions in Work.** If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner**.

**10.1 Preliminary Work.** The **Engineer** will make, without expense to the **Owner**, such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of

sound engineering principles.

**10.2 Previously Approved or Satisfactorily Completed Work.** If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the **Engineer** will be in accordance with Article 9 hereof.

**10.3 Project Delays.** If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

**10.4 Reduction of Project Cost.** Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer**, the **Engineer** will be required to make such revisions or changes. These changes will only be considered additional work by the **Engineer**, if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the **Project**, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the **Project**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If the **Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer**.

## **ARTICLE 11. Ownership and Release of Documents**

**11.1 Ownership of Documents.** Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall

be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer**, as an additional service, at any other time requested by **Owner**. All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project**, including but not limited to additions to or completion of the **Project**. Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer**, at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

**11.2 Release of Documents or Information.** Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

**ARTICLE 12. Discounts, Rebates, Refunds.** In connection with procurement services rendered by the **Engineer**, if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer**.

**ARTICLE 13. Records, Accounting, Inspection.** The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner**. The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and

requirements of the **Owner**.

**ARTICLE 14. Subcontracting and Assignment.** The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner**. The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer**, and the **Owner**, do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

**ARTICLE 15. Patents.** The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

**ARTICLE 16. Confidential Information, Inventions and Other Restrictions**

**16.1 Confidential Information.** The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to

the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner**, effectuating the purposes of this Article.

**16.2 Inventions.** The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project**, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with

the terms and provisions of this Article.

**16.3** The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

#### **ARTICLE 17. Engineer's Seal, Responsibility and Warranties**

**17.1 Engineer's Seal.** The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the State Board of Registration for Professional Engineers.

**17.2 Engineer's Responsibility.** The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**.

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

#### **17.3 Warranties.**

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county

and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement from the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project**.

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project**; that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirety and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner**; and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner**, plus residents and owners of property within the area affected by the **Project** are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project**; that the result of such **PS&E**, if built in accordance therewith, will

be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer's** skill and knowledge in preparing such **PS&E**.

(f) In connection with the **Engineer's** performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner**.

**ARTICLE 18. Engineer's Resources.** The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

**18.1 Project Manager.** The **Engineer** shall provide a manager (**Project Manager**) for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the **Project**, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

**18.2 Employees of the Engineer.** All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed from association with the **Project** when so instructed by the **Owner**. The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

**18.3 Documents/Information Exchange** The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project**. Taking into

consideration that the **Owner** has a significant investment in the development of the **Project**, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

**ARTICLE 19. Indemnification.** To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

**ARTICLE 20. Joint and Several Liability.** In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by

separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

**ARTICLE 21. Insurance.** The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

- (1) Workers' Compensation, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law ("**Statutory Texas**")
- (2) Commercial General Liability, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than one million dollars (**\$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.
- (3) Texas Business Automobile Policy, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20* herein, in limits of liability not less than two hundred fifty thousand dollars (**\$250,000**) each person for bodily injury, five hundred thousand dollars (**\$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**\$100,000**) each occurrence for property damage.
- (4) Professional Liability in limits of **\$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (**Hidalgo County Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"- Hidalgo County Certificate of Insurance**. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner**.

**ARTICLE 22. Compliance with Laws.** The **Engineer** shall comply with all applicable Federal, State and

local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

**ARTICLE 23. Non-Collusion.** The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

**ARTICLE 24. Gratuities.** The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

**ARTICLE 25. Payment of Franchise Tax.** The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

**ARTICLE 26. Disputes.** The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

**ARTICLE 27. Severability.** In the event any one or more of the provisions contained in this Agreement

shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**ARTICLE 28. Notices.** All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

**OWNER:**  
**Hidalgo County**  
**100 E. Cano, 2<sup>nd</sup>, Floor**  
**Edinburg, Texas 78539**

**ENGINEER:**  
**J. E. Saenz & Associates, Inc.**  
**P. O. Box 3293**  
**Edinburg, Texas 78540**

The Address may be changed by either party by written notice and notice so mailed shall be effective upon mailing.

**ARTICLE 29. Miscellaneous Provisions.**

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the **Owner's** other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any

obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner**.

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

**ARTICLE 30. Signatory Warranty** The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer**. The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

**WITNESS WHEREOF**, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the \_\_\_\_ day of \_\_\_\_\_, **2009**.

**ENGINEER:**  
**J. E. SAENZ & ASSOCIATES, INC.**

**BY:** \_\_\_\_\_  
Jose E. "Eddie" Saenz, P.E.

**OWNER:**  
**HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas, III, County Judge

**ATTEST:**

\_\_\_\_\_  
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court on \_\_\_\_\_, 2009.

**APPROVED AS TO FORM:**

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

**ATTACHMENTS:**

- EXHIBIT A** -Scope of Services to be Provided by the Owner
- EXHIBIT B** -Scope of Services to be provided by the Engineer
- EXHIBIT C** -Work Schedule
- EXHIBIT D** -Engineer's Rates
- EXHIBIT E** -Work Authorization Form
- EXHIBIT F** -Supplemental Agreement Form
- EXHIBIT G** -Certificate of Insurance (*Hidalgo County*)

## **EXHIBIT A-1**

-Request for Qualifications (RFQ)  
Procurement Packet

**RFQ NO: 2009-028-01-14-MSS**

**BUYER II: MOISES SALAZAR**

**TEL: 956-292-7000-EXT. 4863**

## **REQUEST FOR QUALIFICATIONS**

**Hidalgo County  
Edinburg, Texas**

**ENGINEERING SERVICES-HIDALGO COUNTY**  
(Including all Funding Sources, Programs and Entities)

**JANUARY 14, 2009**

**Contact Person:**

**Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539**

(956) 318-2626

Form HCPD-04

**LEGAL NOTICE**

**RFO NO: 2009-028-01-14-MSS**

1. **Sealed Statements of Qualifications** will be received for "**Engineering Services-Hidalgo County**", (**Including all Funding Sources, Programs and Entities**) in accordance with the requirements attached hereto as Exhibit "A." RFQs should address all requirements set forth. Vendors may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall RFQ.
  
2. One (1) original, seven (7) copies and Two (2) CD's on PDF format of all RFQs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **REQUEST FOR QUALIFICATIONS-RFO NO: 2009-028-01-14-MSS-ENGINEERING SERVICES-HIDALGO COUNTY** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Buisness 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, January 14, 2009.**

**NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFQ 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 THE FOLLOWING REFERENCE: RFQ NO: 2009-028-01-14-MSS--ENGINEERING SERVICES-HIDALGO COUNTY.**

**Hidalgo County reserves the right to refuse and reject any/all RFOs and to waive any/all formalities or technicalities, or to accept the RFO considered the best and most advantageous to Hidalgo County.**

**WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED** via facsimile to (956) 292-7612 or via e-mail to [moises.salazar@co.hidalgo.tx.us](mailto:moises.salazar@co.hidalgo.tx.us) BY NO LATER THAN Wednesday, January 7, 2009 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 09, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this request for qualifications that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal. The award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible vendor, or to reject all RFQs and re-advertise.
5. For work to be performed at a County-owned or operated location, each vendor shall, in its sole discretion, visit the job site before preparing the RFQ and thoroughly familiarize himself/herself with existing conditions. Vendor should take field dimensions and note all circumstances which affect the RFQ.
6. No RFQ may be withdrawn within ninety (90) days from the scheduled time to accept RFQs.
7. Any interpretations, amendments, corrections or changes to this RFQ 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 Qualifications. Vendors shall acknowledge receipt of all addenda as a part of their RFQ.
8. County reserves the right to accept or reject any or all RFQs.
9. Costs are to be net F.O.B. destination, County Prepaid.
10. County is exempt from Federal Excise Tax, State Tax and Local Tax. Tax exemption certificates will be furnished upon request.
11. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
12. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
13. DELIVERY INSTRUCTIONS (for applicable goods and/or services):
  - . No deliveries accepted after 3:00 P.M., Monday-Friday.
  - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent, before delivery will be accepted.
  - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department  
Martha L. Salazar, CPPB, Purchasing Agent  
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- . Invoices must include:
  - a) Name and address of successful vendor
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - "**Engineering Services-Hidalgo County**"
  - e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- . Discount payments will be considered when offered.
- . Contact person for Billing and Payment questions:

**Hidalgo County Auditor's Office  
Ray Eufrazio, County Auditor  
2802 S. Business Hwy. 281  
Edinburg, TX 78539  
956-318-2511**

15. Schedule of Events

RFQ Acceptance, 9:30 A.M.	<u>January 14, 2009</u>
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

16. ~~Bid or Performance Bond and Debarment Certification; Payment Under Contract:~~

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All participants are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.~~
- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen 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.~~

17. 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.

18. 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 forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse**

**COMPLETION AND SUBMISSION OF FORM CIO IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

19. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
20. Proposals, 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.
21. **Minimum Standards For Responsible Prospective Proposers:** A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:
  - . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
  - . Be able to comply with the required or proposed delivery schedule;
  - . Have a satisfactory record of performance;
  - . Have a satisfactory record of integrity and ethics;
  - . Be otherwise qualified and eligible to receive an award.
22. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposer'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.
23. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
24. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
  - A. Meet schedules;
  - B. Pay any required fees or taxes; or
  - C. Otherwise perform in accordance with the requirements.
25. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or

employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

26. Successful proposer 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
27. 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.
28. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
29. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
30. Proposers must provide all documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non-conforming.

**Request For Qualifications**  
for  
**Engineering Services-Hidalgo County**  
(Including all Funding Sources, Programs and Entities)  
**RFQ No: 2009-028-01-14-MSS**

**January 14, 2009**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Physical Address: 2802 S. Business Hwy. 281  
Mailing/US Postal Address: 2812 S. Business Hwy. 281  
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Participant(s) acknowledges receipt of all of the pages of the documents referenced in the Request For Qualifications Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all RFQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Participant(s) agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for accepting RFQs, as contained in the Requirements.

Respectfully submitted,

Bidder: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**REQUIREMENTS**

**HIDALGO COUNTY**

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

**REQUEST FOR QUALIFICATIONS**

**ENGINEERING SERVICES**

**2009-028-01-14-MSS**

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period of One (1) Year. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of "**Engineering Services-Hidalgo County** (including all funding sources, Programs, and Entities)-**Request For Qualifications**" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 14, 2009**. **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:  
RFQ Number: 2009-028-01-14-MSS

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

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

**The Submittal Envelope Must Show The RFQ Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

***SECTION I -GENERAL TERMS AND CONDITIONS***

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

Physical Address:

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

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 7, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 9, 2009. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.****

**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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Clossner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit D) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF RFQ's:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or request for qualifications procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**RFQ DELIVERY:**

Hidalgo County requires submitters, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

**SIGNING OF QUALIFICATIONS:**

In order to be considered, all submittals must be signed. Please sign the original in blue ink.

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF POOL:**

The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

## ***SECTION II -RFQ REQUIREMENTS***

### **REQUEST FOR QUALIFICATIONS:**

The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ. A total of **one (1) original, seven (7) copies, and two (2) CDs on PDF format** of the RFQ shall be submitted to the address on the cover letter.

### **UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

### **FIRM QUALIFICATIONS:**

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas, that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Geotechnical Engineering Projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?

Minimum experience: Years? \_\_\_\_\_ Projects?

### **PERSONNEL AND STAFFING:**

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

**REQUIRED CERTIFICATIONS AND SUBMITTAL:**

This section will contain any licenses, certifications and assurance as required by the FEDERAL HIGHWAY ADMINISTRATION, the STATE OF TEXAS, HIDALGO COUNTY, LOCAL MUNICIPALITIES, etc. The engineering firm(s) should include copies of their Professional Liability Insurance.

**SCOPE OF SERVICES:**

The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

- A.**
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design
- B.**
- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation
- C.**
- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

**D.**

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

**E.**

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes
- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

**Other Engineering Services include:**

Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

**Additionally, this section should include, but not restricted to the following information:**

- A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.
- B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:
  - 1. Copy of current license certification with state seal
  - 2. History of engineering certification from the State of Texas.
  - 3. List of projects related to the subject areas within the past year.

- C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.
- D. Ability to commence services immediately after successfully negotiating a contract for services.
- E. Familiarity with the geographical area.
- F. Statement regarding an Affirmative Action Program.

**PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:** The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq. Once selected, proposer is to provide a fee proposal for the following scope of work.

**NUMBER OF COPIES TO BE SUBMITTED:** Hidalgo County requires one (1) original submittal, seven (7) copies and two (2) CDs on PDF format.

## ***PART III -SELECTION / EVALUATION***

### **SELECTION/EVALUATION PROCESS:**

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

#### **1. STAFFING OF PROJECT TEAM**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

#### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

#### **3. METHODOLOGY**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

#### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

#### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they

possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

**STATEMENT OF QUALIFICATIONS GRADING AND RANKING:**

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court and/or the User Department in need of Architecture Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms;
2. Hidalgo County Commissioners' Court and/or an Evaluation Committee (selected and/or designated by County Commissioner's Court) will review, score, and evaluate the proposals received in response to this Hidalgo County Request for Proposals;
3. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

**NEGOTIATION PROCESS:**

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;
2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.
3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

**RFQ SUBMITTED TO:** An original, seven (7) copies and Two (2) CDs on PDF format of RFQs should be submitted to:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

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

RFQs must be submitted by **no later than 9:30 a.m. on Wednesday, January 14, 2009.**

All costs and expenses associated with the preparation and submission of (rfq's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

**EXHIBIT B**

**EVALUATION CRITERIA**

**HIDALGO COUNTY  
REQUEST FOR QUALIFICATIONS**

**ENGINEERING SERVICES**

**2009-028-01-14-MSS**

## **EVALUATION CRITERIA**

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

### **1. STAFFING OF PROJECT TEAM (20)**

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members shall have experience in performing similar contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request For Qualifications (RFQ). Similar experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

### **2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)**

The provider shall designate experienced engineering staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

### **3. METHODOLOGY (20)**

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

### **4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)**

The proposal shall include the following:

- \* demonstrate an understanding of the scope of services
- \* address appropriate Federal/State/Local regulations and policies
- \* identify information to be gathered or obtained

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

### **5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required ).

**HIDALGO COUNTY  
ENGINEERING SERVICES  
RFQ No. 2008-028-01-14-MSS**

**RFQ EVALUATION FORM**

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
1. Professional Qualifications of Team Comments/Rationale For Points: _____ _____	20	_____
2. Experience of Project Team Comments/Rationale For Points: _____ _____	25	_____
3. Experience/Availability of Project Manager Comments/Rationale For Points: _____ _____	20	_____
4. Understanding of Project Comments/Rationale For Points: _____ _____	25	_____
5. Familiarity with Applicable Rules and Regulations Comments/Rationale For Points: _____ _____	10	_____
<b>Total Score</b>		_____

Provider: \_\_\_\_\_

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

# EXHIBIT "C"

## Insurance Requirements Professional Services (i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer 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. Professional liability insurance policy with limits of at least One Million Dollars (\$1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.
2. A Five Hundred Thousand Dollars (\$500,000.00) Comprehensive General Liability Insurance policy providing additional coverage to all underlying liabilities of County.
3. 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 Dollars (\$500,000.00) arising out of the services provided to County hereunder.
4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

**ACORD****CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

**INSURERS AFFORDING COVERAGE**

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

**COVERAGES**

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PER DAMAGE (Any one) \$
<input type="checkbox"/> CLAIMS MADE OCCUR				PER OCCURRENCE \$
<input type="checkbox"/> BODILY INJURY AND PROPERTY DAMAGE				PER OCCURRENCE \$
<input type="checkbox"/> OWNERS PROTECTIVE LIABILITY				PER OCCURRENCE \$
<input type="checkbox"/> PERIL AGGREGATE LIMIT APPLIES PER POLICY				PER OCCURRENCE \$
<input type="checkbox"/> PRODUCT <input type="checkbox"/> LOC				PER OCCURRENCE \$
<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT \$
<input type="checkbox"/> ANY AUTO				PER OCCURRENCE \$
<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY \$
<input type="checkbox"/> NON-OWNED AUTOS				PER OCCURRENCE \$
<input type="checkbox"/> HIREN/AUTOS				BODILY INJURY \$
<input type="checkbox"/> NON-OWNED AUTOS				PER OCCURRENCE \$
<input type="checkbox"/> HIREN/AUTOS				PROPERTY DAMAGE \$
<input type="checkbox"/> PERIL AGGREGATE				PER OCCURRENCE \$
<b>GARAGE LIABILITY</b>				AUTO ONLY EA ACCIDENT \$
<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACCIDENT \$
<input type="checkbox"/> OTHER THAN EA ACCIDENT				PER OCCURRENCE \$
<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
<input type="checkbox"/> CONTRACTUAL				PER OCCURRENCE \$
<input type="checkbox"/> RELATIONS				PER OCCURRENCE \$
<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WORKERS COMPENSATION \$
<input type="checkbox"/> WORKERS COMPENSATION				PER OCCURRENCE \$
<input type="checkbox"/> EMPLOYER'S LIABILITY				PER OCCURRENCE \$
<input type="checkbox"/> DISMEMBERMENT				PER OCCURRENCE \$
<input type="checkbox"/> PERMANENT TOTAL DISABILITY				PER OCCURRENCE \$
<input type="checkbox"/> OTHER				PER OCCURRENCE \$

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County  
 Attn: Purchasing Department  
 2812 S Highway Bus. 281  
 Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE \_\_\_\_\_

# 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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): \$ \_\_\_\_\_

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

### Notice to Proposer:

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 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 award to be rescinded and re-awarded to next qualified vendor. 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 YOUR PACKET**

Hidalgo County  
Purchasing Department  
1000 North 10th Street  
Arlington, Texas 76010

## 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 project, 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 packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Partnership  
Agreement

# 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

**PROPOSER'S AFFIDAVIT**  
**Exhibit "E"**

<b>PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING</b>
--

STATE OF TEXAS  
COUNTY OF HIDALGO

Affiant, \_\_\_\_\_, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_, 200\_\_.



**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: \_\_\_\_\_

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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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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: \_\_\_\_\_

---

---

## 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 3.

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 ▶
Address (number, street, and apt. or suite no.):	Requester's name and address (optional):		
City, state, and ZIP code:			
List account number(s) here (optional):			

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

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

Social security number										
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### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here**

Signature of U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding,
- or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**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.

**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, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
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.

## 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 social security card. 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 social security card 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 402(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

See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 5045(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/online/ss-5.pdf](http://www.socialsecurity.gov/online/ss-5.pdf). 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>3</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>3</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 person) 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.)

**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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification  
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in 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, theory, 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 of cause or default.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

**HIDA/ COUNTY PURCHASING DEPARTMENT**  
**ATTACHMENT "A"**  
**DOCUMENTATION REQUIRED ON BUILDING & ROAD & BRIDGE CONSTRUCTION PROJECTS**

NOTE: All Payments require Commissioners' Court Approval and the Documents Listed Below.

PROJECT IN PROGRESS		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
1	Application & Certification of Payment	Contractor/Architect	X	X	X
2	Schedule of Values	Contractor	X	X	X
3	List of Supplier and Sub-Contractors (as applicable)	Contractor	X	X	X
4	Partial Waiver of Liens (Sub-Contractors/Suppliers)	Contractor	X	X	
5	Progress Report of Project	Engineer	X	X	X
6	Copies of Permits (Building/Plumbing/Mechanical, etc.)	Contractor	X	X	
7	Certificate of Liability Insurance	Contractor	X	X	X

For item #s 1-7, the architect and/or engineer is responsible for ensuring the performance of the work. The list of suppliers and waiver of liens is necessary to ensure that the County is not held liable for activities not under its control.

PROJECT NEAR COMPLETION		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM #	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
8	Punch List	Architect	X	X	
9	Certificate of Partial Substantial Completion	Architect	X	X	X
10	Consent of Sureties*	Bonding Agent	X	X	X
11	Consent of Surety to Reduction In or Partial Release of Retainage* (Only required when a retainage will be reduced by a portion).	Bonding Agent	X	X	X

For payment of retainage, the above items are required to confirm partial completion of work and compliance with the contract.

\*Must be accompanied by a power of attorney.

PROJECT COMPLETED		DOCUMENT SOURCE	"X" Denotes Where Applicable		
ITEM#	DOCUMENTS REQUIRED FOR PAYMENT		New Building	Building Renovation	Road Projects
12	Certificate of Construction Completion	Architect	X	X	X
13	General Contractor Warranty	Contractor	X	X	X
14	Certificate of Occupancy	Architect	X	X	
15	*Contractor's Affidavits of Release of Liens	Bonding Agent	X	X	X
16	*Contractor's Affidavit of Payments of Debts and Claims	Bonding Agent	X	X	X
17	*Consent of Surety Company to Final Payment.	Bonding Agent	X	X	X
18	Final Blue Prints	Architect	X	X	X
19	Manufacturer Warranties	Contractor	X	X	

These items are necessary before the County can assume ownership as well as for insurance and capitalization.

\*Must be accompanied by a power of attorney.

**ATTACHMENT B**

**PROFESSIONAL ENGINEERING SERVICES PROCUREMENT FORM  
HIDALGO COUNTY PURCHASING DEPARTMENT**

Name and Address of Firm:	
Principals of Firm and Titles:	
Firm's Registration No.:	
Area of Specialization:	
Civil Engineering	Mechanical Engineering
Structural Engineering	Environmental Engineering
Geotechnical Engineering	Electrical Engineering
MEP Engineering (Mech/Elec/Plumb)	Highway Engineering
Local References (Rio Grande Valley) List Four (4) Only:	
Reference #1:	
Reference #2:	
Reference #3:	
Reference #4:	
Recent Projects (Within Two [2] Years) List Four (4) Only:	
Project #1:	
Project #2:	
Project #3:	
Project #4:	

Submitted By:	
Signature:	
Typed Name:	

# **EXHIBIT A**

-Scope of Services to be  
Provided by the Owner

## EXHIBIT "A"

### Services to be provided by the **OWNER**

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **ENGINEER** the following:

- (1) Authorization to the **ENGINEER** to begin work in accordance with Section 3 of this Agreement.
- (2) Payment for work performed by the **ENGINEER** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.
- (3) Assistance to the **ENGINEER**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **ENGINEER** cannot easily obtain.
- (4) Provide any available relevant data the **OWNER** may have on file concerning the project.
- (5) Provide timely review and decisions in response to the **ENGINEER'S** request for information and/or required submittals and deliverables, in order for the **ENGINEER** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.
- (6) Attend and participate in progress meetings as required and as coordinated and conducted by the **ENGINEER**.
- (7) Assist the **ENGINEER** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

*Public Meetings*

- (a) Approve agenda and all exhibits prior to public meeting.
  - (b) Approve date and location of the meeting.
  - (c) Review/approve Public Meeting Report.
- (8) Attend the Preliminary Concept Conference coordinated and conducted by the **ENGINEER** and more particularly identified in Attachment "B" of the Agreement.
  - (9) Assist the **ENGINEER** as required in the coordination with the USACE and the Federal Emergency Management Agency (FEMA) and any other coordinating agency or entity.
  - (10) Review and approve the Project design criteria.
  - (11) Review and approve change orders as required and prepared by the **ENGINEER**.

## **EXHIBIT B**

-Scope of Services to be  
Provided by the Engineer

**LAKE VIEW  
SUBDIVISION**

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## *J.E. SAENZ & ASSOCIATES, INC.*

ENGINEERS ■ SURVEYORS ■ PLANNERS  
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

April 28, 2009

Commissioner Oscar L. Garza, Jr.  
County of Hidalgo, Precinct 4  
P.O. Box 1356  
Edinburg, Texas 78540

Re: Lake View Subdivision  
Right-of-Way Acquisition and Engineering Services Proposal

Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Right-of-Way Mapping and Engineering Services in relation to the above mentioned project. Our site visits and preliminary research on this subdivision has led us to the understanding that there are approximately 50 parcels for right-of-way is needed. Based on this information the following are our basic fee for right-of-way acquisition and engineering services \$50,000.00 and \$26,447.00 respectively.

We are prepared to move forward and expedite all necessary documentations and coordinate the acquisition procedures with Hidalgo County Right-of-Way Department (Benito Rodriguez) for Hidalgo County Precinct #4. We will be conducting services for approximately 50 parcels as follows:

- Property Owner Investigation
- Title Research
- Boundary Survey
- Property Map
- Right-of-Way Map
- Aerial Map
- Metes and Boundary Description
- Set all Parcel Lot Corners

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[info@jesaenz.com](mailto:info@jesaenz.com)



## *J.E. SAENZ & ASSOCIATES, INC.*

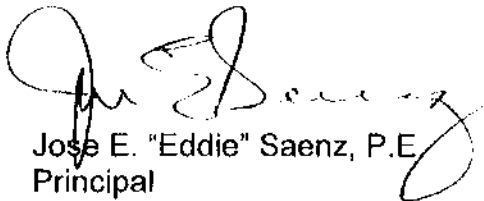
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CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

After all the right-of-way is obtained we will proceed with construction plans of the five roads within the subdivision. The plans will be created for a total reconstruction profile, meeting all criteria requirements set forth by the County. We will be conducting services for the new street as follows:

- Topographic Survey
- Plans
- Specifications
- Construction Cost Estimate
- Construction Cut Sheets
- Close Out Documentations
- As-Built Plans

We are available to answer any questions that you may have regarding this proposal. Please call us at (956) 383-2984 if I can be of any service to you regarding this matter.

Respectfully Submitted,



Jose E. "Eddie" Saenz, P.E.  
Principal

JES/fq

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**CURRY ROAD**

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# *J.E. SAENZ & ASSOCIATES, INC.*

ENGINEERS ■ SURVEYORS ■ PLANNERS  
CONSTRUCTION MANAGERS ■ GEOGRAPHICAL INFORMATION SYSTEMS

April 21, 2009

Commissioner Oscar L. Garza, Jr.  
County of Hidalgo, Precinct 4  
P.O. Box 1356  
Edinburg, Texas 78540

Re: Curry Road  
Engineering Services Proposal

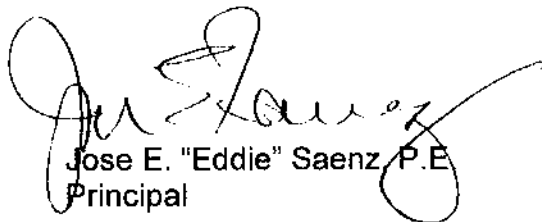
Commissioner Garza,

It is our pleasure to submit to Hidalgo County Precinct 4, this proposal for Professional Engineering Services in relation to the above mentioned project. From our site visit and preliminary research, it is our understanding that the completion of the road is needed to be designed. Based on this information the following are our basic fee engineering services of \$10,705.00 respectively.

We are prepared to move forward with the specification documents and the construction plan set. The plans will be created for asphalt paving only of Curry Road meeting all criteria requirements set forth by the County. We will be conducting services for the street as shown in Exhibit "A".

This is our best and final offer. Should you have any questions or concerns please feel free to contact our office at (956) 383-2984.

Respectfully Submitted,



Jose E. "Eddie" Saenz P.E.  
Principal

JES/no

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# **EXHIBIT C**

-Work Schedule

**EXHIBIT "C"**  
**Work Schedule**

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to be submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestones and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

# **EXHIBIT D**

-Engineer's Contract Rates

**FEE BREAKDOWN**  
**LAKE VIEW SUBDIVISION**

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Attachment "B"

Colonia Name	Lake View Subdivision
Street Name	All interior Streets
EDAP #	1080401
Length of proposed roadway	3738 Existing 50ft ROW
Proposed roadway travel lane	24 FT
# of parcels to be acquired	50

2170 L.F. OF ROADWAY

0.41 Mi.

**Paving**

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
100	PREPARATION OF RIGHT-OF-WAY	21.70	STA	\$700.00	\$15,190.00
260	4% LIME TREATED FOR BASE COURSE (ROADMIX)	43	TONS	\$200.00	\$8,668.85
275	4% CEMENT FOR ROAD GRADER WORK	75	TONS	\$250.00	\$18,750.00
500	MOBILIZATION	1	L.S.	\$5,000.00	\$5,000.00
530	TURNOUTS (ASPH CONC PAV) (PB-1)	2	E.A.	\$5,000.00	\$10,000.00
152	6" ROAD GRADER WORK	6,288	SY	\$6.50	\$40,872.40
247	6" FL BS (DC) (TY D GR6 CL III)	6,288	SY	\$8.00	\$50,304.49
5249	TEMP SEDMT CONT FENCE	260.4	LF	\$6.00	\$1,562.40
5249	TEMP SEDMT CONT FENCE (REMOVE)	260.4	LF	\$2.00	\$520.80
340	1-1/2" ASPH CONC TY D (W/ PRIME COAT)	5,805	SY	\$9.00	\$52,247.50
<b>SUBTOTAL:</b>					<b>\$203,116.43</b>

**Drainage**

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
556	15" RCP STORM DRAIN CL III	320	LF	\$45.00	\$14,400.00
530	DRWWYS (ASPH CONC PAV) (PB-1)	400	SY	\$20.00	\$8,000.00
<b>SUBTOTAL:</b>					<b>\$22,400.00</b>

Driveways estimated at 25 SY per driveway

**Total Estimated Construction Cost**

Roadway Construction Cost	\$203,116.43
Drainage Estimated Quantities	\$22,400.00
<b>SUBTOTAL</b>	<b>\$ 225,516.43</b>

**Professional Costs (% costs may vary from county to county)**

Basic Engineering Services	\$ 20,443.90
Special Services ( Surveying)	\$ 6,003.10
<b>SUBTOTAL</b>	<b>\$ 26,447.00</b>

**ROW Costs (Land Acquisition)\*\***

Estimated cost of land	--
ROW Mapping (\$1,000/parcel)(50 parcels)	\$50,000.00
<b>SUBTOTAL</b>	<b>\$50,000.00</b>

\*\* Attorney, appraisal, and filing fees are not included in this estimate

**PROJECT TOTAL                    \$301,963.43**

**FEE BREAKDOWN**  
**CURRY ROAD**

---

Project Name: Curry Road

STATEMENT OF PROBABLE COST

Project Number: ENG. 08.010 A

Page 1 of 1

24' E/E

1787 L.F. OF ASPHALT PAVING

Paving And Drainage

ITEM #	DESCRIPTION	QUANTITY		UNIT COST	AMOUNT
1	1 1/2" HMAC PAVEMENT, TYPE "D"	5,000	S.Y.	\$9.00	\$45,000.00
2	PRIME COAT ASPH MATRL (MC-30)	1000	GAL	\$7.50	\$7,500.00
3	MOBILIZATION	1	L.S.	\$5,000.00	\$5,000.00
				<b>SUB TOTAL:</b>	<b>\$57,500.00</b>

I. TOTAL ESTIMATED COST

1) CONSTRUCTION	\$57,500.00
2) 10 % CONTINGENCY	\$5,750.00
3) ENGINEERING	\$7,205.00
4) GEOTECHINCAL TESTING	\$3,500.00

**TOTAL: \$73,955.00**

# **EXHIBIT E**

-Work Authorization

**HIDALGO COUNTY**  
**Professional Engineering Services**  
**Contract # \_\_\_\_\_**  
**Work Authorization Form**

**WORK AUTHORIZATION NO. \_\_\_\_**

**THIS WORK AUTHORIZATION** is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, \_\_\_\_\_, professional engineers of \_\_\_\_\_, Texas, hereinafter called "**Engineer**".

**PART 1. SCOPE OF WORK**

The purpose of this Work Authorization is for the **Engineer** to provide \_\_\_\_\_  
\_\_\_\_\_

The scope of services to be provided by the **Owner** is identified in **EXHIBIT "A" – Scope of Services to be Provided by the Owner** attached hereto.

The scope of services to be provided by the **Engineer** is identified in **EXHIBIT "B" – Scope of Services to be Provided by the Engineer** attached hereto.

**PART 2. ESTIMATED COST**

The estimated cost for services under this Work Authorization is \$ \_\_\_\_\_. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D"**.

**PART 3. PAYMENT**

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

**PART 4. FUNDING**

This Work Authorization No. I shall be funded through funding source:  
Account No. \_\_\_\_\_  
Requisition Number \_\_\_\_\_ (MUST BE INCLUDED AFTER CC APPROVAL)

**PART 5. PERIOD OF SERVICE**

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

**PART 6. RESPONSIBILITIES AND OBLIGATIONS**

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

**PART 7. ACKNOWLEDGEMENT AND CONFIRMATION**

Acknowledgement and confirmation by **Hidalgo County Precinct #4**, Commissioner Oscar L. Garza as to content and detail of this **Work Authorization No. \_\_\_\_**.

**HIDALGO COUNTY PRECINCT # 4**

**BY:** \_\_\_\_\_  
**Oscar L. Garza, Commissioner**

**PART 8. ACCEPTANCE AND APPROVAL**

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on \_\_\_\_\_ as indicated below and effective as of \_\_\_\_ day of \_\_\_\_\_, 2009.

**THE ENGINEER:**  
**(Firms Name)**

**THE OWNER:**  
**HIDALGO COUNTY**

\_\_\_\_\_  
**By: (Name of Engineer)**

\_\_\_\_\_  
**By: Juan D. Salinas, III, County Judge**

**ATTEST:**

\_\_\_\_\_  
**By: Arturo Guajardo, Jr., County Clerk**

**LIST OF ATTACHMENTS**

- ATTACHMENT "A" - Service to be Provided by the Owner
- ATTACHMENT "B" - Services to be Provided by the Engineer
- ATTACHMENT "C" - Work Schedule
- ATTACHMENT "D" - Cost Proposal

# **EXHIBIT F**

-Supplemental Agreement Form

**EXHIBIT "F"**

**Supplemental Agreement Form**

THE STATE OF TEXAS     §  
  §  
COUNTY OF HIDALGO    §

**SUPPLEMENTAL AGREEMENT NO. \_\_\_\_\_**  
**TO AGREEMENT FOR PROFESSIONAL SERVICES**

**THIS SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and \_\_\_\_\_, Professional Engineers of, \_\_\_\_\_, Texas, hereinafter called the "**Engineer**".

**WITNESSETH**

**WHEREAS**, the **Owner** and the **Engineer** executed the **Agreement** on the \_\_\_\_ day of \_\_\_\_\_ **2009** concerning engineering for \_\_\_\_\_ (hereinafter referred to as the "**Project**"); and,

**WHEREAS**, Article \_\_\_\_ of the **Agreement**, (article title), establishes \_\_\_\_\_; and,

**WHEREAS**, it has become necessary to amend the contract to \_\_\_\_\_

**A.     AGREEMENT**

**NOW THEREFORE**, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I.     Article \_\_\_\_ of the **Agreement**, (article title), is revised to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**All other provisions are unchanged and remain in full force and effect.**

**IN WITNESS WHEREOF**, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**THE ENGINEER:  
ENGINEER**

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

**THE OWNER:  
HIDALGO COUNTY**

**BY:** \_\_\_\_\_  
Juan D. Salinas III, County Judge

LIST OF ATTACHMENTS

(as required)

## **EXHIBIT G**

-Certificate of Insurance (*Hidalgo County*)

# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/05/09

<b>PRODUCER</b> Willis of Texas, Inc. (956)682-9423 FAX(956)687-1286 1400 N McColl Rd Suite 105 McAllen, TX 78501	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> J E Saenz & Associates Inc P O Box 3293 Edinburg, TX 78540	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="width:80%;">INSURERS AFFORDING COVERAGE</th> <th style="width:20%;">NAIC #</th> </tr> <tr> <td>INSURER A: <b>Hartford Lloyds</b></td> <td style="text-align: center;"><b>38253</b></td> </tr> <tr> <td>INSURER B: <b>Hartford Underwriters Ins Co</b></td> <td style="text-align: center;"><b>30104</b></td> </tr> <tr> <td>INSURER C: <b>St Paul Fire &amp; Marine Insurance Co</b></td> <td style="text-align: center;"><b>24767</b></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: <b>Hartford Lloyds</b>	<b>38253</b>	INSURER B: <b>Hartford Underwriters Ins Co</b>	<b>30104</b>	INSURER C: <b>St Paul Fire &amp; Marine Insurance Co</b>	<b>24767</b>	INSURER D:		INSURER E:	
INSURERS AFFORDING COVERAGE	NAIC #												
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INSURER C: <b>St Paul Fire &amp; Marine Insurance Co</b>	<b>24767</b>												
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	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	65SBAPZ5144	02/23/09	02/23/10	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
B		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	65UJECTW9306	02/23/09	02/23/10	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 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 \$ AUTO ONLY: AGG \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	65WECPH6742	02/23/09	02/23/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
C		OTHER Professional Liability	QP03808747	06/05/08	06/05/09	\$1,000,000 Each Claim \$2,000,000 Aggregate \$15,000/\$45,000 Ded

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

**CERTIFICATE HOLDER**

**CANCELLATION**

Hidalgo County Purchasing Dept 2802 South Business Hwy 281 Edinburg, TX 78539  Attn: Leticia H Saenz Fax# 318-2629	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>10</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 <i>Brian E Lewis</i>
---	---

AI-15483

18.E.2.

**Pct#4 - Purchase and Installation of Playground Equipment for: J.R. "MILO" PONCE, JR PARK  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Olga Montero, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Prct. 4

**Information**

**CAPTION**

Presentation for discussion, consideration and approval of proposal received from "The Playwell Group, Inc." awarded vendor through our membership/participation with TASB's BUYBOARD Cooperative Purchasing Program Contract# 269-07, in the amount of \$178,648.68 for J. R. "Milo" Ponce, Jr. Park project #2009-222-05-19-otm.

**BACKGROUND**

Recommendation letter from Pct. #4  
The Playwell Group, Inc proposal/Vendor Contract Information sheet

Location of Park: 99 E. F.M. 2812, Edinburg, Texas

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 1214-452-00-124-009-0-739  
**FUNDS AVAILABLE Y/N?:** **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
Funding available as of 5/15/09 \$184,566.06

**Attachments**

Link: [PROPOSAL AND VENDOR INFORMATION](#)  
Link: [RECOMMENDATION LETTER](#)  
Link: [Letter](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Purchasing Department	Marty Salazar	05/14/2009 02:32 PM	APRV
2		Budget & Management	Rosie Cantu	05/14/2009 02:54 PM	APRV
3		Manuel Chapa	Manuel Chapa	05/15/2009 11:11 AM	APRV
4		Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Olga Montero  
Started On: 05/13/2009 03:52 PM  
Final Approval Date: 05/15/2009



# The PlayWell Group

Quotation# **028958**

toll free: (800) 726-1816

free fax: (800) 560-9150

Customer ID <b>00006332</b>	Contact <b>Janie Alejos</b>	
Customer PO <b>None</b>	Telephone <b>(956) 383-3122</b>	Facsimile <b>(956) 383-5905</b>

Bill To:

Ship To:

**Hidalgo Cty Precinct 4**  
Hidalgo Cty Precinct 4  
105 N Doolittle Road  
Edinburg, TX 78539

**Hidalgo Cty Precinct 4**  
Hidalgo Cty Precinct 4  
1102 N Doolittle Road  
Edinburg, TX 78539

Special Order  Drop Ship

Quote Date <b>05/07/2009</b>	Comments	Special Instructions			Terms <b>NET 30</b>	
Ship Via <b>BEST WAY</b>	Date Required <b>05/07/2009</b>	FOB <b>Factory</b>	Prepared By <b>CW</b>	Order#	Salesperson	
Quantity	Item#	Description			Price	Total

1 EACH	<b>BUY BOARD</b>	<b>Buy Board</b> The BuyBoard makes shopping for those much-needed products and services a snap. Each product and service on the BuyBoard has been carefully and competitively bid and awarded based on Texas Statutes, eliminating the need for your organization to go through the bidding process. The PlayWell Group, Inc. Contract #269-07.			\$0.00	\$0.00
1 EACH	<b>PWS-350-0402'</b>	<b>Custom Challenger Play Structure</b> Slides, Climbers, Overhead Activities			\$12,362.04	\$12,362.04
1 EACH	<b>PWS-35-9014.2A</b>	<b>Custom Challenger Play Structure</b> Slides, Climbers, Custom Panels, Tubes.			\$10,825.64	\$10,825.64
1 EACH	<b>PWS-35-9014.3A</b>	<b>Custom Challenger Play Structure</b> Slides, Climbers, Catwalks, Sprial Slide, Criss Cross Climber, Custom Panels.			\$24,311.92	\$24,311.92
1 EACH	<b>PWS-SWG-ARC-350</b>	<b>3.5' ARCH SWING</b>			\$1,252.12	\$1,252.12
1 EACH	<b>PWS-SWG-ARC350A</b>	<b>3.5' ARCH SWING Add-A-Bay</b>			\$844.56	\$844.56
1 EACH	<b>PWS-ZZXX0244</b>	<b>ADA Swing Seat to 8' Top Rail</b>			\$495.88	\$495.88
1 EACH	<b>PWS-ZZXX0280</b>	<b>Infant Seat</b>			\$161.00	\$161.00
2 PAIR	<b>PWA-8366</b>	<b>Standard Soccer Nets</b>			\$173.88	\$347.76
2 PAIR	<b>PWA-8385</b>	<b>Standard Soccer Nets</b>			\$124.20	\$248.40
8 EACH	<b>NRS-NB0307.5ASTD</b>	<b>3 Row 7.6" Non Elevated Bleacher</b>			\$448.04	\$3,584.32
1 EACH	<b>SPO-301-146</b>	<b>10' Merry Go Round</b>			\$5,218.24	\$5,218.24

# The PlayWell Group

Quotation# **028958**

toll free: (800) 726-1816

free fax: (800) 560-9150

texas

Customer ID <b>00006332</b>	Contact <b>Janie Alejos</b>	
Customer PO <b>None</b>	Telephone <b>(956) 383-3122</b>	Facsimile <b>(956) 383-5905</b>

Bill To:

Ship To:

Hidalgo Cty Precinct 4  
Hidalgo Cty Precinct 4  
105 N Doolittle Road  
Edinburg TX 78539

Hidalgo Cty Precinct 4  
Hidalgo Cty Precinct 4  
1102 N Doolittle Road  
Edinburg, TX 78539

Special Order  Drop Ship

Quote Date	Comments		Special Instructions			Terms
05/07/2009						NET 30
Ship Via	Date Required	FOB	Prepared By	Order#	Salesperson	
BEST WAY	05/07/2009	Factory	CW			
Quantity	Item#	Description			Price	Total
1 EACH	SPO-301-142	6' Merry-Go-Round			\$1,644.96	\$1,644.96
146 EACH	SSI-TIMBER	4' Polytimber W/Spikes by SafeSurf, Inc.			\$28.82	\$4,207.72
3 EACH	SSI-RAMP	Handicap Ramp by SafeSurf, Inc.			\$705.64	\$2,116.92
2 EACH	SSI-GEOFAB	Geofabric 2700SF Roll by SafeSurf, Inc.			\$331.20	\$662.40
1 EACH	SSI-GEOFAB	Geofabric 1350SF Roll			\$198.72	\$198.72
290 EACH	SSI-FIBER	Engineered Wood Fiber by SafeSurf, Inc.			\$14.10	\$4,089.00
12 EACH	RJT-TRH/G32TP24	32 Gal. Can Holder			\$183.08	\$2,196.96
12 EACH	RJT-M3/G	Surface Pedestal Mount			\$31.28	\$375.36
4 EACH	ICO-SH10M	10x10 Shelter w/benches			\$5,225.60	\$20,902.40
4 EACH	ICO-ECOAT/PCOAT	Ecoat/ Powercoat By ICON Shelter			\$1,052.48	\$4,209.92
1 EACH	ICO-ENGINEERING	Engineering Books and Drawings			\$552.00	\$552.00
8 EACH	ICO-COLUMN COVER	Column Covers			\$61.64	\$493.12

# The PlayWell Group

Quotation# **028958**

toll free: (800) 726-1816

free fax: (800) 560-9150

Customer ID <b>00006332</b>	Contact <b>Janie Alejos</b>	
Customer PO <b>None</b>	Telephone <b>(956) 383-3122</b>	Facsimile <b>(956) 383-5905</b>

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**Hidalgo Cty Precinct 4**  
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**Hidalgo Cty Precinct 4**  
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1102 N Doolittle Road  
Edinburg, TX 78539

Special Order  Drop Ship

Quote Date <b>05/07/2009</b>	Comments		Special Instructions			Terms <b>NET 30</b>
Ship Via <b>BEST WAY</b>	Date Required <b>05/07/2009</b>	FOB <b>Factory</b>	Prepared By <b>CW</b>	Order#	Salesperson	

Quantity	Item#	Description	Price	Total
7 EACH	ICO-SH10M	10x10 Shelter w/Table	\$4,710.40	\$32,972.80
7 EACH	ICO-ECOAT/PCOAT	Ecoat/ Powercoat	\$1,002.80	\$7,019.60
1 EACH	ICO-ENGINEERING	Engineering Books and Drawings	\$552.00	\$552.00
14 EACH	ICO-COLUMN COVER	Column Covers	\$61.64	\$862.96
1 EACH	IGAS-INSTALL	Installation	\$16,129.03	\$16,129.03
1 EACH	CONTRACTOR TERMS	<b>TERMS &amp; CONDITIONS OF PURCHASE</b> Payment Terms: Net 30 days from shipment with Open Account on bonded jobs. Non-bonded jobs require a 50% materials deposit. <b>NO RETAINAGE IS ALLOWED ON MATERIALS ONLY ORDERS.</b> We require three credit references, banking information, & bonding company contact to establish an open account. <b>FINAL ACCOUNT APPROVAL IS DEPENDENT UPON REVIEW OF REFERENCES PLUS DUNN &amp; BRADSTREET REPORT.</b>	\$0.00	\$0.00

**Comments**

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

<b>Sub Total</b>	\$158,837.75
<b>Sales Tax</b>	\$0.00
<b>Freight</b>	\$19,810.93
<b>Grand Total</b>	\$178,648.68
<b>Deposit</b>	\$0.00
<b>Balance</b>	\$178,648.68

Approved By: *Blanca A. Bellon* Date 5/13/09

**Vendor Contract Information**

Proposal Documents



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

[ [Log Out](#) ]©1996 - 2008 TASB  
ALL RIGHTS RESERVED

# COUNTY of HIDALGO

OSCAR L. GARZA, JR.

1102 N. DOOLITTLE RD.  
EDINBURG, TEXAS 78541  
OFFICE: (956) 383-3112  
FAX: (956) 381-5905



COUNTY COMMISSIONER, PCT. No. 4

## MEMO

DATE: MAY 13, 2009  
TO: MS. MARTHA L. SALAZAR, PURCHASING AGENT  
C/O OLGA MONTERO, BUYER  
FROM: HIDALGO COUNTY PCT. #4 *SM*

REF: PLAYGROUND EQUIPMENT QUOTE - 028958

THE PRECINCT IS RECOMMENDING PURCHASE OF PLAYGROUND EQUIPMENT FROM "PLAYWELL GROUP". THESE ITEMS SHALL BE UTILIZED AT THE J.R. "MILO" PONCE PARK.

SAID ITEMS TOTALING \$178,648.68 SHALL BE PAID OUT OF THE PRECINCT'S PARK FUND: 9-1214-452-00-124-009-0-739.

SHOULD YOU HAVE ANY QUESTIONS FEEL FREE TO CONTACT OUR OFFICE, THANK YOU.

CC: COUNTY FILES

MAY 13 2009  
4:00 PM

[Show Header](#)[Print](#) [Hide Envelope](#)

From: Dan Libby [Add to Address Book](#)  
To: Tanya Delira  
Date: Thursday, May 14, 2009 3:37:50 PM  
Subject: JR Ponce

To Whom It Concern,

In reference to Hidalgo County Precinct 4 J.R. "Milo" Ponce, Jr. Park located on 99 East FM 2812 in Edinburg 78539 every single item listed and provided on the quote/invoice is a BuyBoard item. Due to, customized structures, steel prices and/or combinations of color, type of material used, way of installing or accessories, a lot of equipment will not appear in a catalog, on the internet website or will not have a retail price as such that will be able to be verified. They will only have a distributor ( our cost ) pricing to us which we in turn use to give customers their price with the agreed upon BuyBoard discount.

Dan Libby  
The PlayWell Group

Dan Libby  
CPSI - South Texas  
~~THE PLAYWELL GROUP~~  
dan@playwellgroup.com  
800-726-1816  
956-342-4647

AI-15332

18.F.1.

**Laboratory Services for CHIP-Medicaid-Private Insurance and Self Pay Patients**

**CC REGULAR**

**Date:** 05/19/2009

**Submitted By:** Elena Gomez, PURCHASING DEPT.

**Submitted For:** Marty Salazar

**Department:** PURCHASING DEPT.

**Agenda Category:** Purchasing Department      **Purchasing only:** Health & Human Services Dept.

**Information**

**CAPTION**

Recommending award of bid and approval of contract to the sole participant meeting all specification and/or terms and conditions as attached hereto for Hidalgo County Health Department for "Laboratory Services for CHIP-Medicaid-Private Insurance and Self Pay Patients"

(BID NO.: 2009-050-04-22-MEG)

**BACKGROUND**

No fiscal impact required (third party billing)

**Fiscal Impact**

**FISCAL YEAR:**

**ACCT. #:**

**FUNDS AVAILABLE Y/N?:**

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

None-required third party billing. CHIP-Medicaid-Private Insurance

Service contract C-09-050-05-19 (Quest Diagnostics Inc.)

**Attachments**

Link: Memo, Tabulation Sheet & Participant log

Link: Service Contract

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	05/15/2009 04:40 PM	APRV
2	Budget & Management	Veronica Lopez	05/15/2009 04:46 PM	APRV
3	Manuel Chapa	Manuel Chapa	05/15/2009 05:24 PM	APRV
4	Roland Garcia	Rolando Garcia	05/15/2009 05:32 PM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Elena Gomez

Started On: 05/06/2009 10:51 AM

Final Approval Date: 05/15/2009

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# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY HEALTH DEPARTMENT**

**BID OPENING DATE: ARRIL 22 , 2009**

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

**DESCRIPTION OF BID: "LABORATORY SERVICES FOR CHIP,MEDICAID,PRIVATE INSURANCE AND SELF PAY PATIENTS"**

**BID NO:2009-050-04-22-MEG**

**BUYER: ELENA GOMEZ**

**Location of labs where patients will be referred for specimen collection:**

Street address: 1221 E. Tenth St. Ste. 101-A  
City, state, zip code Weslaco, Texas 78596

Street address: 2723 W. Trenton  
City, state, zip code Edinburg, Texas 78539

Street address 1201 E. Ridge Rd., Ste A  
City, state, zip code McAllen, Texas 78503

Street address 302 Lorenaly Drive Suite B  
City, state, zip code Brownsville, Texas 78526

## WOMEN'S HEALTH

**Maternal Serum Screen 5  
(Age, AFP, hCG, uE3, DIA, ITA)**

\$ 99.00

**Prenatal (OB) Panel  
(Total of 11 tests which include Hepatitis B,  
HIV, RPR & Rubella)**

\$ 36.50

**Single HIV; Single RPR; Single Rubella Screens**

\$ 39.50

**Amplified CT/GC Testing for Chlamydia and  
Gonorrhea**

\$ 50.00

**Surpath (Liquid Pap smear) includes HPV,  
GC/Chlamydia**

\$ 108.00

**Bacterial Vaginosis/Vaginitis (Trich, G.  
Vaginalis, & Candida)**

\$ 65.00

## CHILDREN'S HEALTH

**New Born Screening**

\$ Exception required to be tested by state

**Lead**

\$ 9.50

**Hemoglobin Type**

\$ 2.75

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE: APRIL 22, 2009**

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

**DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY HEALTH DEPARTMENT  
"LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE INSURANCE AND SELF  
PAY PATIENTS"**

**BID NO.: 2009-050-04-22-MEG**

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. Quest Diagnostic Attn: Bernadette Davila	EMAIL	ELENA GOMEZ	04/06/09	1201 E Ridge Rd., Suite A McAllen, Texas 78503 Cell 956-793-5317 Bernadette.r.davila@questdia gnostics.com
2. Lab Corp. Attn: Lillian Sotelo	EMAIL	ELENA GOMEZ	04/06/09	240 Lindberg Ave McAllen, Texas 78501 Cell 956-457-8404 Office 956-968-0222 sotelol@labcorp.com
3. Center of Industry Attn: Janie Olivarez	EMAIL	ELENA GOMEZ	04/06/09	709 S Broadway St, McAllen, TX (956) 618-2400 Janie@industrialrehabserv ices.com
5. Lab Corporation Patient Svc Center Attn: Elma Zapata 956-655-5551 cell	EMAIL	ELENA GOMEZ	04/06/09	3001 N 23rd St, McAllen, TX (956) 631-0157 1-800-734-9461 zapatae@labcorp.com
6. Contract Specialist Attn: Cadi Mazzanti	EMAIL	ELENA GOMEZ	04/07/09	Redwood Toxicology Laboratory, Inc. 3650 Westwind Boulevard Santa Rosa, CA 95403 Toll Free: (800) 255-2159 ext. 4325 Direct: (707) 570-4325 Fax: (707) 577-8102 www.redwoodtoxicology.com

**\*VIA:**

**IN PERSON (IP)**

**TELEPHONE REQUEST (TR)**

**BIDDER LIST MAIL OUT (BLM)**

**E-MAIL (EM)**

**FACSIMILE (FAX)**



Kids for qualified CHIP, Medicaid, Private Insurance, and Self Pay patients.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, Commissioner, Sheriff or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning May 19, 2009 and ending on May 18, 2010 and with the County's option to extend for an additional two (2) one (1) year term. Contract may be extended at the sole discretion of County for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations

prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an independent

contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:                   **The County of Hidalgo**  
  **Attn: County Judge**  
  **100 E. Cano**  
  **Edinburg, Texas 78539**

If to Company                   **Quest Diagnostics Inc.**  
  **Attn: Dr. Michael Peat, PH.D.-Managing Director**  
  **4770 Regent Blvd**  
  **Irving, TX 75063**

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

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

**Approved by Commissioners' Court on 05/19/09.**

**COUNTY OF HIDALGO**

ATTEST:

By: \_\_\_\_\_  
Juan D. Salinas, III, County Judge

\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

**COMPANY:** Quest Diagnostics Inc.

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:  
Atlas & Hall LLP

By:  \_\_\_\_\_  
Steve L. Crain

**EXHIBIT “A”**

**REQUEST FOR BID (RFB)**

**PROCUREMENT PACKET**

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PURCHASING DEPARTMENT  
County Of Hidalgo

April 6, 2009

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Re: **HIDALGO COUNTY HEALTH DEPARTMENT**  
Request for Bids –“**LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE**  
**INSURANCE AND SELF PAY PATIENTS**”  
**Bid No: 2009-050-04-22-MEG**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPA  
Hidalgo County Purchasing Agent

MLS/meg

Enclosures



PURCHASING DEPARTMENT  
County Of Hidalgo  
REQUEST FOR BID (RFB)  
CHECKLIST

HIDALGO COUNTY HEALTH DEPARTMENT  
"LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE  
INSURANCE AND SELF PAY PATIENTS"  
RFB NO. 2009-050-04-22-MEG

1. Request For Bid Letter, consist of  1  page.
2. Request for Bid, Legal Notice, consisting of  8  pages.  
*(Page 8 must be submitted with bid)*
3. Exhibit "A" Specifications/Affidavit(s) (Attachments) consisting of  4  pages.
4. Exhibit "B" Bid Page consisting of  2  pages.  
*(Must be submitted with bid)*
5. Exhibit "C" Insurance Requirements consisting of  4  pages.  
*(Must be submitted with bid)*
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of  1  page.  
*(Copy of receipt and this form must be submitted with bid.)*
7. Vendor/Bidder Application and W-9 form consisting of  6  pages.  
*(Must be submitted with bid)*
8. Draft Service Contract consisting of  5  pages.
13. Certification Regarding Debarment  1  pages.  
*(Must be submitted with bid)*

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  
Hidalgo County Purchasing Agent

April 6, 2009  
Date

## **REQUEST FOR BIDS**

### **HIDALGO COUNTY HEALTH DEPARTMENT**

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#### **“LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE INSURANCE AND SELF PAY PATIENTS”**

#### **BID OPENING DATE:**

**04/22/09**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 - New Administration Building  
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY HEALTH DEPARTMENT – “LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE INSURANCE AND SELF PAY PATIENTS”** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.
2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **RFB 2009-050-04-22-MEG HIDALGO COUNTY HEALTH DEPARTMENT – “LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE INSURANCE AND SELF PAY PATIENTS”** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 22, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO RFB-2009-050-04-22-MEG HIDALGO COUNTY HEALTH DEPARTMENT – “LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE INSURANCE AND SELF PAY PATIENTS”.** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County
3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.”
4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.
5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.
9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.
10. County reserves the right to accept or reject any or all bids.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy 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 HEALTH DEPARTMENT-  
“LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE  
INSURANCE AND SELF PAY PATIENTS” Descriptive information as  
to the items or services delivered, including product code, item number,  
quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office  
Ray Eufrazio, Auditor  
2808 South Business Hwy 281  
Edinburg, Texas 78539  
ATTN.: Accounts Payable (956) 318-2511

17. **Schedule of Events**

<b>Bid Opening, 9:30 AM</b>	<b>APRIL 22, 2009</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 judgement with costs which may be obtained against County growing out of such injury

or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.
  29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.
  30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.
-

Bid  
For

**HIDALGO COUNTY HEALTH DEPARTMENT**

**“LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE  
INSURANCE AND SELF PAY PATIENTS”**

**BID NO.: 2009-050-04-22-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
2812 So. Business 281 – New Administration Building  
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:

Address:

By:

Printed Name:

Title:

*This page must be submitted with bid*

**EXHIBIT “A”**  
SPECIFICATIONS/REQUIRMENTS

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HIDALGO COUNTY HEALTH DEPARTMENT

“LABORATORY SERVICES FOR CHIP-MEDICAID  
PRIVATE INSURANCE AND SELF PAY PATIENTS”

**Bid No: 2009-050-04-22-MEG**

## Exhibit "A"

**Hidalgo County Health Department**  
**"LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE**  
**INSURANCE AND SELF PAY PATIENTS"**  
**Bid No.: 2009-050-04-22-MEG**

### SPECIFICATIONS

1. The Hidalgo County Health Department is seeking to contract with a qualified vendor(s) to furnish "Laboratory Services for Chip-Medicaid-Private Insurance and Self Pay Patients" AND BILL THIRD PARTY FOR ALL SERVICES.
2. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Health Department. These requirements and/or specifications must be **equal or better**, including, but not limited to, the following:

---

### REQUIREMENTS, TERMS AND CONDITIONS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.
2. Hidalgo County Health Department has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.
3. All services will be on an "**As Needed Basis**", there are no set quantities to be requested only approximations.
4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.
5. Hidalgo County Health Department reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.
6. Hidalgo County Health Department may terminate the contract upon thirty (30) days with advance written notice of Vendor.
7. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
8. Hidalgo County Health Department reserves the right to award to one (1) or multiple vendors which ever is more valuable to the County.

9. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.
10. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.
11. Hidalgo County Health Department reserves the right to add/delete items as it deems to be in the best interest of the County.
12. Laboratory will be responsible for billing Chip, Medicaid, Private Insurance, and/or Self Pay for all services.
13. Patients will be screened by Hidalgo County Health Department staff for eligibility.
14. Specimens will be collected by Hidalgo County Health Department Staff.
15. Provide at least 2 (two) accessible lab locations to refer patients for collection if ~~specimen can not be collected by Hidalgo County Health Department staff (i.e. Weslaco, Edinburg, McAllen).~~ Laboratory will be responsible for delivery/processing of such specimens when necessary.
16. Electronic Lab results are required.
17. Lab must schedule and provide pick up services for all specimens from each clinic location on a daily basis. Locations are as follows:
  - Edinburg Clinic – 3105 E Schunior, Edinburg, TX
  - Elsa Clinic – 708 Edinburg St., TX
  - Hidalgo Clinic – 702 E Texano St., Hidalgo, TX
  - McAllen Clinic – 300 E Hackberry, McAllen, TX
  - Mission Clinic – 211 E Schurback, Mission, TX
  - Pharr Clinic – 1903 N Fir, Pharr, TX
  - Weslaco Clinic – Weslaco, TX
18. **All certificates, licenses, etc. for laboratory to operate in the State of Texas are required and copies must be submitted with bid.**
19. Must be CHIP, Medicaid, Private Insurance and Self Pay Provider mandated by the State of Texas Department of Health.
20. All supplies must be provided to Hidalgo County Health Department for all required testing.

### **WOMEN'S HEALTH:**

21. Annually approximately 1,250 female patients are seen, at five (5) specimens per patient.
22. Approximately 600 lab re-submissions.
23. Maternal Serum Screen 5. (Age, AFP, hCG, uE3, DIA, ITA)  
*Results must be available and provided within 24 hours.*
24. Prenatal (OB) Panel (Total of 11 tests which include Hepatitis B, HIV, RPR & Rubella) *Results must be available and provided within 24 hours.*
25. Amplified CT/GC Testing for Chlamydia and Gonorrhea.  
*Results must be available and provided within 48 hours.*
26. Surpath (Liquid Pap Smear) includes HPV, GC/Chlamydia.  
*Results must be available and provided within 48 hours.*
27. Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, & Candida).  
*Results must be available and provided within 48 hours.*
28. Single HIV; Single RPR; Single Rubella Screens

### **CHILDRENS HEALTH:**

29. Average of 250 Children enrolled in Superior Health Plan.  
Services Required for Children:
30. New Born Screening  
*Results must be available and provided within 24 hours.*
31. Lead  
*Results must be available and provided within 24 hours.*
32. Hemoglobin Type  
*Results must be available and provided within 24 hours.*

### **Lab Requirements:**

- » Supplies provided for all of the above tests
- » Provide computers for lab requests at each of the seven (7) health Department clinics
- » Provide pick up services at each of the (7) Health Department Clinics
- » Provide accessibility to refer clients for special specimen collections, as needed (i.e. East side, West side & Mid-Valley)

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Elena Gomez, Buyer, via-email Elena.gomez@co.hidalgo.tx.us Physical: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, APRIL 15, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, APRIL 17, 2009 by 5:00 p.m.**

# **EXHIBIT “B”**

BID PAGE

*(Must be submitted with bid)*

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## **HIDALGO COUNTY HEALTH DEPARTMENT**

**“LABORATORY SERVICES FOR CHIP-MEDICAID  
PRIVATE INSURANCE AND SELF PAY PATIENTS”**

**Bid No: 2009-050-04-22-MEG**

**Exhibit "B"**

**Hidalgo County Health Department  
"LABORATORY SERVICES FOR CHIP-MEDICAID-PRIVATE  
INSURANCE AND SELF PAY PATIENTS"  
Bid No.: 2009-050-04-22-MEG**

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable  
INCOMPLETE submittals shall be considered a probable cause for disqualification.

**Location of labs where patients will be referred for specimen collection:**

Street address _____ City, state, zip code _____	Street address _____ City, state, zip code _____
Street address _____ City, state, zip code _____	Street address _____ City, state, zip code _____

**WOMEN'S HEALTH**

<b>Maternal Serum Screen 5</b> (Age, AFP, hCG, uE3, DIA, ITA)	\$ _____
<b>Prenatal (OB) Panel</b> (Total of 11 tests which include Hepatitis B, HIV, RPR & Rubella)	\$ _____
<b>Single HIV; Single RPR; Single Rubella Screens</b>	\$ _____
<b>Amplified CT/GC Testing for Chlamydia and Gonorrhea</b>	\$ _____
<b>Surpath (Liquid Pap smear) includes HPV, GC/Chlamydia</b>	\$ _____
<b>Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, &amp; Candida)</b>	\$ _____

**CHILDREN'S HEALTH**

<b>New Born Screening</b>	\$ _____
<b>Lead</b>	\$ _____
<b>Hemoglobin Type</b>	\$ _____

*(Must be submitted with bid)*

**BIDDER/COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**PHONE No:** \_\_\_\_\_

**FAX No:** \_\_\_\_\_

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

**PRINTED NAME:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

*(Must be submitted with bid)*

# **EXHIBIT “C”**

*(Must be submitted with bid)*

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## **INSURANCE REQUIREMENTS**

HIDALGO COUNTY HEALTH DEPARTMENT  
REQUEST FOR BID  
**“LABORATORY SERVICES FOR CHIP-MEDICAID  
PRIVATE INSURANCE AND SELF PAY PATIENTS”**

**Bid No: 2009-050-04-22-MEG**

**EXHIBIT “C”**  
**Insurance Requirements**  
**Applicable to the Acquisition of Goods and /or Services**  
**(other than Professional Services)**

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar (\$500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.
2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars (\$300,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand (\$500,000.00) arising out of the services provided to County hereunder.
3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;
4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance shall name Hidalgo County as additional insured and must 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.

Revised 10/01/08

**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. 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 THEIR TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURER LETTER	DESCRIPTION OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b>				EACH OCCURRENCE \$
	COMMERCIAL GENERAL LIABILITY				BODILY DAMAGE AND PROPERTY DAMAGE \$
	PRODUCT LIABILITY				MEDICAL EXPENSE (Any one person) \$
	ADVERTISING LIABILITY				PERSONAL AND ADVERTISING \$
	LANDSLIDE LIABILITY				LANDSLIDE \$
	PRODUCTS COMPLETION				\$
B	<b>AUTOMOBILE LIABILITY</b>				COMBINED SINGLE LIMIT (Each person) \$
	BIODILY INJURY (Each person)				\$
	BIODILY INJURY (Each person)				\$
	PROPERTY DAMAGE (Each occurrence)				\$
	<b>GARAGE LIABILITY</b>				AUTO ONLY (EA ACCIDENT) \$
	EXCESS LIABILITY				OTHER THAN AUTO ONLY (EA ACCIDENT) \$
C	<b>EXCESS LIABILITY</b>				EACH OCCURRENCE \$
	ADDITIONAL EXCESS LIABILITY				\$
D	<b>WORKERS COMPENSATION AND EMPLOYER'S LIABILITY</b>				WE STARTED [ ] OTHER COV. LIMITS \$
					E.L. (EA ACCIDENT) \$
					E.L. (DISEASE) (EA EMPLOYER) \$
	<b>OTHER</b>				E.L. (DISEASE) (POLICY LIMIT) \$

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER  
**Hidalgo County**  
Attn: Purchasing Department  
2812 S Highway Bus. 281  
Edinburg, Texas 78539

ADDITIONAL INSURED, INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES OR AUTHORIZED REPRESENTATIVE.

# Insurance Requirement Acknowledgment

I, \_\_\_\_\_, authorized representative for \_\_\_\_\_,  
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: \$ \_\_\_\_\_ General Liability: \$ \_\_\_\_\_

- have already been met, see attached copy of insurance certificate.

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

\_\_\_\_\_  
Date

## **Notice to Bidder:**

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

*(Must be submitted with bid)*

**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

*(Must be submitted with bid)*

# **EXHIBIT “D”**

*(Must be submitted with bid)*

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## **CIQ FORM**

### **HIDALGO COUNTY “LABORATORY SERVICES FOR CHIP- MEDICAID PRIVATE INSURANCE AND SELF PAY PATIENTS”**

**Bid No: 2009-050-04-22-MEG**

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE

## FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a)

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2  Check this box if you are filing an update to a previously filed questionnaire.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

3 Name of local government officer with whom filer has employment or business relationship.

\_\_\_\_\_  
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a) Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes  No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes  No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director or holds an ownership of 10 percent or more?

Yes  No

D. Describe each employment or business relationship with the local government officer named in this section.

4

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

**BIDDER/VENDOR  
APPLICATION AND W-9**

*(Must be submitted with bid)*

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HIDALGO COUNTY HEALTH DEPARTMENT

**“LABORATORY SERVICES FOR CHIP-MEDICAID  
PRIVATE INSURANCE AND SELF PAY PATIENTS”**

**Bid No: 2009-050-04-22-MEG**



**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: \_\_\_\_\_

*(Must be submitted with bid)*

## 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.)

**Sign Here**

Signature of  
U.S. person ▶

Date ▶

### Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN.

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

### Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940.
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution.
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt recipients 1 through 7

<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.

# **DEBARMENT**

*(Must be submitted with bid)*

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HIDALGO COUNTY HEALTH DEPARTMENT

**“LABORATORY SERVICES FOR CHIP-MEDICAID  
PRIVATE INSURANCE AND SELF PAY PATIENTS”**

**Bid No: 2009-050-04-22-MEG**

**Certification  
Regarding Debarment, Suspension and Ineligibility**

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

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
Date: \_\_\_\_\_

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

**EXHIBIT “B”**

**REQUEST FOR BID**

**BID PAGE**

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# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY HEALTH DEPARTMENT**

**BID OPENING DATE: ARRIL 22 , 2009**

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

**DESCRIPTION OF BID: "LABORATORY SERVICES FOR CHIP,MEDICAID,PRIVATE INSURANCE AND SELF PAY PATIENTS"**

**BID NO:2009-050-04-22-MEG**

**BUYER: ELENA GOMEZ**

**Location of labs where patients will be referred for specimen collection:**

Street address: <u>1221 E. Tenth St. Ste. 101-A</u> City, state, zip code <u>Weslaco, Texas 78596</u>	Street address: <u>2723 W. Trenton</u> City, state, zip code <u>Edinburg, Texas 78539</u>
Street address <u>1201 E. Ridge Rd., Ste A</u> City, state, zip code <u>McAllen, Texas 78503</u>	Street address <u>302 Lorenaly Drive Suite B</u> City, state, zip code <u>Brownsville, Texas 78526</u>

### WOMEN'S HEALTH

<b>Maternal Serum Screen 5 (Age, AFP, hCG, uE3, DIA, ITA)</b>	\$ <u>99.00</u>
<b>Prenatal (OB) Panel (Total of 11 tests which include Hepatitis B, HIV, RPR &amp; Rubella</b>	\$ <u>36.50</u>
<b>Single HIV; Single RPR; Single Rubella Screens</b>	\$ <u>39.50</u>
<b>Amplified CT/GC Testing for Chlamydia and Gonorrhea</b>	\$ <u>50.00</u>
<b>Surpath (Liquid Pap smear) includes HPV, GC/Chlamydia</b>	\$ <u>108.00</u>
<b>Bacterial Vaginosis/Vaginitis (Trich, G. Vaginalis, &amp; Candida)</b>	\$ <u>65.00</u>

### CHILDREN'S HEALTH

<b>New Born Screening</b>	\$ <u>Exception required to be tested by state</u>
<b>Lead</b>	\$ <u>9.50</u>
<b>Hemoglobin Type</b>	\$ <u>2.75</u>

# **EXHIBIT “C”**

## **CERTIFICATE OF INSURANCE**

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# MARSH

# CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER  
NYC-003368076-01

**PRODUCER**

MARSH USA INC.  
ATTN: JANET T. NORMAN  
1166 AVENUE OF THE AMERICAS  
NEW YORK, NY 10036

(P) 212/345-5029 (F) 212/948-8896

37986 -MAIN--08-09 xxx

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

**COMPANIES AFFORDING COVERAGE**

COMPANY

A Quest Diagnostics Incorporated

COMPANY

B Travelers Property Casualty Company Of America

COMPANY

C N/A

COMPANY

D Lexington Insurance Company

**INSURED**

QUEST DIAGNOSTICS INCORPORATED AND  
ITS WHOLLY OWNED SUBSIDIARIES  
3 GIRALDA FARMS  
MADISON, NJ 07940

**COVERAGES**

This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT	"\$2,000,000 SELF INSURED RETENTION"	12/31/08	12/31/09	GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PERSONAL & ADV INJURY \$ EACH OCCURRENCE \$ 2,000,000 FIRE DAMAGE (Any one fire) \$ MED EXP (Any one person) \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" 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	TC2JCAP-266T3603-TIL-08	12/31/08	12/31/09	COMBINED SINGLE LIMIT \$ 3,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
D	<b>EXCESS LIABILITY</b> <input type="checkbox"/> UMBRELLA FORM <input checked="" type="checkbox"/> OTHER THAN UMBRELLA FORM	2227126	12/31/08	12/31/09	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: <input type="checkbox"/> INCL <input type="checkbox"/> EXCL	TC2JUB-266T3523-08 (DED) TRJUB-266T3535-08 (RETRO)	12/31/08 12/31/08	12/31/09 12/31/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 2,000,000 EL DISEASE-POLICY LIMIT \$ 2,000,000 EL DISEASE-EACH EMPLOYEE \$ 2,000,000
A	<b>OTHER</b> PROFESSIONAL LIAB. CLAIMS MADE	SELF-INSURED RETENTION	12/31/08	12/31/09	\$5,000,000 (SIR)

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS**

RE: 1221 E TENTH STREET, SUITE 101-A, WESLACO, TX 78596; 1201 E. RIDGE ROAD, SUITE A, McALLEN, TX 78503; 2723 W. TRENTON, EDINBURG, TX 78539; 302 LORENALY DRIVE, SUITE B, BROWNSVILLE, TX 78526.

**CERTIFICATE HOLDER**

HIDALGO COUNTY HEALTH DEPARTMENT  
ATTN: MARTHA L. SALAZAR, CPPS  
2812 SO. BUSINESS 281- NEW ADMIN BLDG  
EDINBURG, TX 78539

**CANCELLATION**

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

AUTHORIZED REPRESENTATIVE  
of Marsh USA Inc.  
BY: Marfa Nicholson



MM1(3/02)

VALID AS OF:04/28/09

**Service Agreement-Department of Information Resources  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Marty Salazar, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** IT Department

**Information**

**CAPTION**

Requesting approval to enter into Service Agreement between the County of Hidalgo and the Department of Information Resources/Communications Services Division (DIR/CTS) pursuant to Texas Government Code, Chapter 771, Interagency Cooperative Act and/or Chapter 791, Interlocal Cooperation Act and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code for the provision of connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment with authority to complete and submit Customer Information Form and for County Judge or Court Member to sign documents.

**BACKGROUND**

**Term of Lease:** Agreement commences on the date of the last party to sign and is in effect for the period through the end of the state's fiscal year.

**Billing:** Payments made in full 30 days of receipt of an invoice or voucher.

**P.O.:** Customer shall provide P.O.'s for services ordered

**Fiscal Impact**

**FISCAL YEAR:** 2009                      **ACCT. #:** 9-1100-415-00-200-002-0-XXX  
**FUNDS AVAILABLE Y/N?:**                      **MATCHING FUNDS Y/N?:** N

**BUDGETARY IMPACT:**

Possible funding sources contingent upon type of service provided:  
Object Code 531: \$14,435.57 available balance  
Object Code 532: \$0.00 available balance  
Object Code 534: \$44,762.13 available balance

**Attachments**

Link: [Tex An](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	05/13/2009 04:33 PM	APRV

2	Budget & Management	Veronica Lopez	05/13/2009 04:48 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/15/2009 08:23 AM	APRV
4	Rosalinda Cantu	Rosie Cantu	05/15/2009 08:58 AM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marty Salazar

Started On: 05/13/2009 03:09  
PM

Final Approval Date: 05/15/2009

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Please fill out the following information, save, and E-mail both pages to  
Laura Muncey, Solutions Design:  
***laura.muncey@dir.state.tx.us.***

You may tab from one field to the next.

## General Information

Agency or Organization Name: Hidalgo County Information Technology  
Agency Contact (Full name): Renan Ramirez  
Complete Mailing Address: P.O. Box 207  
(Street/PO Box)  
Edinburg Texas 78540  
(City) (State) (Zip)  
Contact Telephone Number (with area code): (956) 292-7010 Ext: 6011  
Main Agency Telephone Number: ( ) - Same Ext: \_\_\_\_\_

## TEX-AN Eligibility

The Texas Agency Network (TEX-AN) for telecommunications is provided to all state agencies and offered to all political subdivisions. Political subdivisions include public schools, public libraries, public hospitals, city and county governments.

Eligibility for TEX-AN information (brief description): \_\_\_\_\_



**NOTE:** Please attach the citation to state law under which your entity was created. If you are privately owned, we will not be able to provide your telecommunications requirements.

## Contacts

### Contracting Services

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box)  
\_\_\_\_\_  
(City) (State) (Zip)  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Accounts Payable

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box)  
\_\_\_\_\_  
(City) (State) (Zip)  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_



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## Contacts, continued

### TEX-AN User Group Meetings

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box) \_\_\_\_\_  
(City) (State) (Zip) \_\_\_\_\_  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### TEX-AN Telephone Directory

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box) \_\_\_\_\_  
(City) (State) (Zip) \_\_\_\_\_  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Telecommunications

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box) \_\_\_\_\_  
(City) (State) (Zip) \_\_\_\_\_  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_

### Data Communications

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
(Street/PO Box) \_\_\_\_\_  
(City) (State) (Zip) \_\_\_\_\_  
Telephone Number: ( ) - \_\_\_\_\_ Ext: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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## Miscellaneous

How did you learn about our services? \_\_\_\_\_

*If you have any questions, please call Laura Muncey in Solutions Design, 512-463-3579, or send your questions via email. Thank you for your interest in TEX-AN!*





Agency # \_\_\_\_\_

## **Department of Information Resources Communications Services Division SERVICE AGREEMENT**

**This service agreement is between the Department of Information Resources/Communications Services Division (DIR/CTS) and the Customer. It is the intent of the parties to comply with the provisions of Texas Government Code Chapter 771, Interagency Cooperative Act and/or Chapter 791 Interlocal Cooperation Act as applicable, and Title 10, Subtitle D, Chapter 2170, Telecommunication Services, Texas Government Code.**

### **I. DIR/CTS Responsibilities**

1.1 DIR/CTS agrees to provide Customer with connectivity through various transmission methods to the TEX-AN network for specific communications services including, but not limited to, video, voice, routed data, Internet and/or equipment (hereinafter "services").

1.2 DIR/CTS will assist and advise the Customer in determining the best and most economical usage of the services.

1.3 DIR/CTS will bill monthly for services, as required and respond to inquiries regarding Customer's bill. DIR/CTS shall commence billing for services as they are provisioned.

### **II. Customer Responsibilities**

2.1 The Customer will provide Purchase Orders (PO's) to DIR/CTS for services, as ordered, which shall be valid for the entire term of this Service Agreement. Customer shall comply with the DIR rules applicable to the Communications Services Division, 1 TAC Chapter 207, as the same may be amended from time to time.

2.2 Customer has the responsibility to cooperate and coordinate with DIR/CTS so as to avoid delaying DIR/CTS in the provisioning of and billing for ordered services. Specifically, it is the Customer's responsibility to designate, in a timely manner, the type of service desired and provide DIR/CTS with information which may effect technical, logistical, engineering, or equipment aspects of service delivery. The Customer is exclusively responsible for any equipment added to their premises for connectivity to TEXAN services. Customer shall keep DIR/CTS promptly informed of its billing contact, address, telephone numbers, Purchase Order numbers, eligibility status and technical contact, and changes to any of the foregoing. Customer understands and agrees that its failure to timely perform its duties, which delay DIR/CTS in the delivery of ordered services, is not a condition of Force Majeure.

2.3 Payments will be made in full within 30 days of receipt of an invoice or voucher prepared by DIR/CTS. Customer represents that it possesses sufficient current revenues to satisfy the timely payment of goods and services provided by DIR/CTS hereunder. In all events, Customer shall be billed for and shall pay in a timely manner for all services actually ordered and received up through the effective date of termination of services. Customer shall be responsible for issuing and maintaining the status of PO's. Customer agrees it has no rights to setoff against bills received from DIR/CTS. Customer's covenant to pay survives termination of this Service Agreement.

2.4 Customer is exclusively responsible for the operation and security of its premise equipment. The risk of toll fraud or other unauthorized use of its premise equipment rests with the Customer. Customer accepts this risk and understands that it shall be solely responsible to pay all charges, which may result from toll fraud or unauthorized use of its premise equipment. Customer hereby releases and waives any claim it may have now or in the future against DIR/CTS for the payment of charges arising from toll fraud or other unauthorized use on its premise equipment.

2.5 Customer is a qualified entity to receive goods and services from DIR/CTS. Services will terminate without liability to DIR/CTS should Customer's eligibility status change during the term of this Service Agreement.

### **III. Term**

The term of this Service Agreement begins on the date of the last party to sign and is in effect for the period through the end of the state's current fiscal year. The Service Agreement is annually renewable by the timely issuance of a PO by Customer, received prior to the end of the current contract term. In the event a new PO is not received in a timely manner, services will continue on a month-to-month basis until a new Purchase Order is received or termination of the Service Agreement is effected by compliance with Article V. hereof.

### **IV. Billing**

4.1 DIR/CTS's first month's billing for any circuits provisioned will commence on the date provisioning is completed.

4.2 DIR/CTS will cease billing circuits on the date disconnection is completed.

4.3 All other services shall be billed on an usage basis from the first date of actual service until the service is disconnected.

4.4 In compliance with Title I, Chapter 207, Rule number 207.5, of the Texas Administrative Code: customer's billing dispute timing and payment obligations shall track those found in the Prompt Payment Act, Chapter 2251, Texas Government Code.

### **V. Termination and Amendments**

5.1 TSD may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by Customer no less than thirty (30) days prior to the Effective Date of termination. TSD may terminate any Service Agreement for cause, with an immediate Effective Date, by issuing written notice to Customer, upon failure of Customer to make timely payment of bills.

5.2 A Customer may provide notice of intent to terminate this Service Agreement for convenience by sending a written statement to that effect, which shall be received by DIR/CTS no less than thirty (30) days prior to the Effective Date of termination. A Customer request to change a service shall not take effect until Customer provides written notice to DIR/CTS of any changes to ordered services. If DIR/CTS does not receive written notification, the Customer will continue to be billed monthly until proper notification is received. No written termination notice shall be effective prior to the expiration of thirty (30) days after receipt by DIR/CTS.

5.3 Amendments to this Service Agreement shall only be effective upon execution of an instrument in writing by authorized representatives of DIR/CTS and the Customer.

### **VI. Other Conditions of Service**

6.1 Service rates are subject to change by DIR/CTS upon 30-days written notice to Customer.

6.2 No conflicting terms or conditions found in Customer orders or forms shall become a part of this Service Agreement.

6.3 If service and/or communications projects are canceled at any time prior to completion, Customer shall be responsible for all actual costs incurred by DIR/CTS up to the date of cancellation. DIR/CTS will bill the Customer for these costs. Customer's covenant to pay shall survive the cancellation of a project.

6.4 DIR/CTS relies on third party contractors for the fulfillment of services contracted for hereunder. Therefore, DIR/CTS makes no independent warranties or guarantees, express or implied, regarding said services.

6.5 The following terms have the meaning indicated for purposes of this Service Agreement:

"Force Majeure" means the parties' performance under this Service Agreement shall be adjusted or suspended by mutual agreement to the extent performance is beyond the reasonable control of the parties for reasons including, but not limited to: strikes, work stoppages, fire, water, flood, lightning, government action, acts of God or public enemy, delays of power company, local exchange company, or other carrier. Failure of Customer to coordinate and cooperate so as to delay DIR/CTS is not an event of Force Majeure. In the event of Force Majeure, the sole and exclusive remedy to the party suffering the delay shall be an equivalent extension of the time for performance. The parties shall document to one another the onset of events of Force Majeure within three days of their onset.

"Provision" and "provisioning" means DIR/CTS has acquired, arranged for or provided at the Customer's site, the equipment, supplies or other items necessary to provide the ordered service(s), but does not mean the actual act(s) of turning up the ordered service(s).

## **VII. Customer Service Resources**

Customer Service Resources may be found at [www.texas.state.tx.us](http://www.texas.state.tx.us). Inquiries regarding this Service Agreement may be directed to DIR, Support Services Division, at (512) 463-7800.

*Customer hereby agrees to the terms and conditions of this Service Agreement; represents that the official executing this Service Agreement is authorized to bind the Customer to its terms; and that Customer has completed all of its internal processes to make this a binding undertaking on the part of Customer.*

**CUSTOMER:** \_\_\_\_\_

**DEPARTMENT OF INFORMATION  
RESOURCES**

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

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

NAME: \_\_\_\_\_

NAME: Cindy Reed, Director

TITLE: \_\_\_\_\_

TITLE: Deputy Director of Operations and  
Statewide Technology and Sourcing, DIR

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

**Legal:** \_\_\_\_\_

AI-15432

18.H.1.

**BCAP Pct. No. 2 - Award to Citriana Village Subdivision**

**CC REGULAR**

**Date:** 05/19/2009

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

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Presentation for discussion, consideration, and action on a recommendation by project engineer Cruz-Hogan Consultants, Inc. to award to the lowest bidder meeting all specifications: Closner Construction Co. LLC in the amount of \$322,888.69 for Bid No. CAP-2009-183-04-29-YSI "Road & Drainage Construction For Citriana Village Subdivision" subject to TX Dot concurrence.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1312-431-00-122-0154-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Please see attached expenditure summary (05/15/09) for funding.

**Attachments**

Link: [Citriana Village Subdivision](#)

Link: [bid tab sheet](#)

Link: [Citriana Exp Summ](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/13/2009 05:19 PM	APRV
2	Purchasing Department	Marty Salazar	05/14/2009 10:30 AM	APRV
3	Budget & Management	Ivan Cantu	05/14/2009 10:35 AM	APRV
4	Roland Garcia	Rolando Garcia	05/15/2009 10:18 AM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marcie Jackson  
Started On: 05/12/2009 10:17 AM

Final Approval Date: 05/15/2009



## COLONIA ACCESS PROGRAM County of Hidalgo

Agapito Vargas, Jr.  
Executive Director

11 May 2009

Sharon Slagle, Colonia Project Manager  
Texas Department of Transportation  
600 West Expressway 83  
Pharr, TX 78577

Re: Bid Award Number CAP-09-183-04-29-YSI 3<sup>rd</sup> Call; Citriana Village Subdivision –  
CSJ: 3C1080154

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3<sup>rd</sup> Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1). Engineers Recommendation
- 2). Bidder meets all County requirements
- 3). Bid is the lowest of bids received
- 4). Cost Breakdown

Cruz-Hogan Consultants, Inc. has reviewed bids and tabulations and is recommending Closner Construction, Co., L.C. from La Feria, Texas as the low bidder for the above-referenced project. The amount budgeted for this project is \$165,795.00 for drainage work and \$319,874.96 for road work for a grand total of \$485,669.96. Based on the low bid amount the County anticipates an under run for this project. Additionally, the County has an Interlocal Cooperative Agreement with the City of San Juan for this project in which the City will pay for civil engineering of the project and also material testing done on the project. If any additional unexpected cost occurs, funds from this account's (Engineer and material testing line items) will be transferred to cover the cost. Under this same cooperative agreement, the County utilizing force account will be constructing the offsite outfall.

Office: (956) 787-1891 • Fax: (956) 787-4683  
301 E. State • Pharr, Texas 78577

The award will be to the low bidder Closner Construction Co., L.C. for the bid amount of \$322,888.69. The bids received were as follows:

• Closner Construction Co. L.C.	\$322,888.69
• J.M. Construction	\$362,098.00
• Sascon, Inc.	\$362,556.00
• I.O.C. Company	\$369,720.80
• M.F. Site Construction	\$385,238.40
• Asago Construction	\$390,177.00
• Valley Paving, Inc.	\$399,013.50
• Total Commitment	\$405,933.50
• Coastal Resources	\$469,032.00
• G & T Paving Co.	\$511,157.50

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours



Agapito Vargas Jr., Director  
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2  
Valde Guerra, Commissioner's Court Executive Officer  
Tony Garza, City Manager – City of San Juan, TX  
Humberto Garza, Chief Administrator Precinct 2  
Eralio Palacios, HCCAP Precinct Coordinator  
Rossana Schettino, HCCAP Auditor  
Laura R. Moya, HCCAP Buyer II  
Project files

**CRUZ - HOGAN** *Consultants, Inc.*  
Engineers • Planners • Consultants  
Harlingen • McAllen • Weslaco

May 5, 2009

Hector 'Tito' Palacios  
Commissioner Precinct 2  
301 E. State Street  
Pharr, Texas 78577

RE: Letter of Recommendation  
Road and Drainage Construction for  
Citriana Village Subdivision  
San Juan, Texas

Dear Mr. Palacios:

Bids were received on April 29, 2009 for the above referenced project. We are happy to have received 10 bids. The low bidder was Closner Construction, Co. LC. from La Feria, Texas. Enclosed you will find a bid tabulation for your review.

Upon review of the submitted bids, I recommend awarding Closner Construction, Co. LC. which submitted the low bid of \$322,888.69. The estimate cost of the project was approximately \$425,000.00.

If you have any questions please feel free to contact me at (956) 682-5022.

Sincerely,



Ronnie Cruz, P.E.  
**CRUZ-HOGAN** *Consultants, Inc.*

RC/cl

Enclosure

Cc: Tony Garza, City Manager  
Agapito Vargas, HCCAP Director

**Bid Tabulation For  
Road and Drainage Construction for Citriana Village Subdivision  
San Juan, Texas**

<b><u>NAME OF COMPANY</u></b>	<b><u>BID AMOUNT</u></b>
1. Closner Construction Co. LC.	\$322,888.69
2. J.M. Construction	\$362,098.00
3. Sascon, Inc.	\$362,556.00
4. I.O.C. Company	\$369,720.80
5. M.F. Site Construction	\$385,238.40
6. Asago Construction	\$390,177.00
7. Valley Paving, Inc.	\$399,013.50
8. Total Commitment	\$405,933.50
9. Coastal Resources	\$469,032.00
10. G & T Paving Co.	\$511,157.50

Citriana Village Subdivision  
 CSJ: 3C1080154  
 Cost Breakdown  
 Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
<b>ROADWAY</b>					
100	Preparing ROW	35	STA	\$100.00	\$3,500.00
247	8" Flex Base Type "D" Grade 6	12500	SY	\$4.85	\$60,625.00
260	6" Lime Stabilization of Subgrade	12500	SY	\$2.35	\$29,375.00
310	Prime Coat (MC-30)	2100	GAL	\$7.50	\$15,750.00
340	Asph Conc ACP Surface (TY "D") (1.5")	10500	SY	\$5.65	\$59,325.00
360	4'x4'x4' Concrete Top on Existing Sewer Manholes	11	EA	\$200.00	\$2,200.00
502	Barricades, Signs and Traffic Handling	4	MO	\$500.00	\$2,000.00
506	Temp Sedmt Cont Fence	1	LS	\$1,000.00	\$1,000.00
531	Sidewalks	89	SY	\$29.71	\$2,644.19
SubTotal Base Bid					<b>\$176,419.19</b>

<b>DRAINAGE</b>					
402	Trench Excavation Protection	200	LF	\$1.00	\$200.00
464	RCP (CL III) (18")	880	LF	\$18.50	\$16,280.00
464	RCP (CL III) (24")	750	LF	\$28.50	\$21,375.00
465	Inlet Type "A"	12	EA	\$1,325.00	\$15,900.00
465	Storm Sewer Manhole	3	EA	\$2,135.00	\$6,405.00
529	Concrete Curb & Gutter (Ty "A") (Barrier) (18")	6600	LF	\$6.50	\$42,900.00
529	6" Concrete Valley Gutter	355	LF	\$28.00	\$9,940.00
530	Driveways (Asphalt, Concrete, Pavement)	114	SY	\$14.25	\$1,624.50
530	Driveways (Concrete)	965	SY	\$33.00	\$31,845.00
SubTotal Drainage					<b>\$146,469.50</b>
GrandTotal Roadwork Base Bid and Drainage					<b>\$322,888.69</b>

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2-BORDER COLONIA ACCESS PROGRAM**

**BID OPENING DATE: APRIL 29, 2009**

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

**DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR CITRIANA SUBDIVISION"**

**BID NO: CAP-2009-183-04-29-YSI**

RFB NO.	Name of Company	Road & Drainage Construction Bid Amount	Acknowledgment Of Addendum No. 1	Bid Bond/ Cashier's Check
1.	IOC Company, LLC	\$369,720.80	Yes	Bid Bond Included
2.	Asago Construction	\$390,177.00	Yes	Bid Bond Included
3.	Coastal Resources, Ltd	\$469,032.00	Yes	Bid Bond Included
4.	G & T Paving	\$511,157.50	Yes	Bid Bond Included
5.	JM Construction	\$362,098.00	Yes	Bid Bond Included
6.	Total Commitment	\$405,933.50	Yes	Bid Bond Included
7.	MF Site Construction	\$385,238.40	Yes	Bid Bond Included
8.	Valley Paving, Inc.	\$399,013.50	Yes	Bid Bond Included
9.	Sascon Inc.	\$362,556.00	Yes	Bid Bond Included
10.	Closer Construction	\$322,888.69	Yes	Bid Bond Included

Hidalgo County

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>						
9-1312-431-00-122-154-0-312 CITRIANA VILLAGE SUBD-INDIRECT COSTS	11,989.86	.00	930.25	930.25	11,059.61	7.76
9-1312-431-00-122-154-0-334 CITRIANA VILLAGE SUBD-ENG & ARCH SRV	44,375.45	.00	.00	.00	44,375.45	.00
9-1312-431-00-122-154-0-339 CITRIANA VILLAGE SUBD-OTHER PROF SRVS	14,119.46	.00	.00	.00	14,119.46	.00
9-1312-431-00-122-154-0-733 CITRIANA VILLAGE SUBD-DRAINAGE DITCHES	165,795.00	.00	.00	.00	165,795.00	.00
9-1312-431-00-122-154-0-841 CITRIANA VILLAGE SUBD-AID TO GOVT AGENCY	237,618.23	.00	.00	.00	237,618.23	.00
9-1312-431-00-122-154-0-899 CITRIANA VILLAGE SUBD-CONTINGENCY	10,966.82	.00	.00	.00	10,966.82	.00
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>	<b>484,864.82</b>	<b>.00</b>	<b>930.25</b>	<b>930.25</b>	<b>483,934.57</b>	<b>.19</b>
<b>9 YEAR</b>	<b>484,864.82</b>	<b>.00</b>	<b>930.25</b>	<b>930.25</b>	<b>483,934.57</b>	<b>.19</b>

AI-15480

18.H.2.

**BCAP Pct. No. 2 - Award to Sundowner Recreational Center Subdivision  
CC REGULAR**

**Date:** 05/19/2009

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

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Presentation for discussion, consideration, and action on a recommendation by project engineer DOS Logistics, Inc. to award to the lowest bidder meeting all specifications: Closner Construction Co, LC. in the amount of \$219,997.65 for Bid No. CAP-2009-188-05-06-YSI "Road & Drainage Construction for Sundowner Recreational Center Subdivision" subject to Tx Dot concurrence.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1312-431-00-122-940-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Total project bid award is \$219,997.65

Roadway costs are \$91,959.15, any overages will be covered by City of San Juan through Interlocal agreement.

Drainage costs are \$128,038.50, a transfer from Los Encinos II will be done to complete funding for this item.

Please see attached Expenditure Summary for Sundowners & Los Encinos II.

**Attachments**

Link: [Sundowner Recreational Center Subdivision](#)

Link: [bid tab sheet](#)

Link: [Sundowner Exp Summ](#)

Link: [Los Encinos II Exp Summ](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/13/2009 05:19 PM	APRV
2	Purchasing Department	Marty Salazar	05/14/2009 11:33 AM	APRV
3	Budget & Management	Ivan Cantu	05/14/2009 01:06 PM	APRV
4	Roland Garcia	Rolando Garcia	05/15/2009 01:06 PM	APRV

5 Auditor's Office

05/15/2009 05:51 PM NEW

Form Started By: Marcie Jackson

Started On: 05/13/2009 03:34  
PM

Final Approval Date: 05/15/2009

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## COLONIA ACCESS PROGRAM County of Hidalgo

Agapito Vargas, Jr.  
Executive Director

13 May 2009

Sharon Slagle, Colonia Project Manager  
Texas Department of Transportation  
600 West Expressway 83  
Pharr, TX 78577

Re: Bid Award Number CAP-2009-188-05-06-YSI 3<sup>rd</sup> Call; Sundowner Recreational Center – CSJ: 3C1080940

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3<sup>rd</sup> Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1). Engineers Recommendation
- 2). Bidder meets all County requirements
- 3). Bid is the lowest of bids received
- 4). Cost Breakdown

Dos Logistics, Inc. has reviewed bids and tabulations and is recommending Closner Construction Co., L.C. from La Feria, Texas as the low bidder for the above-referenced project. The amount budgeted for this project is \$100,895.00 for drainage work and \$108,870.74 for road work for a grand total of \$209,765.74. Based on the low bid amount the County anticipates an overrun on road work for this project. The overage for roadwork will be covered by the City of San Juan under an Interlocal Cooperative Agreement. The overage for drainage work will be covered by transferring funds from either Citriana Village (CSJ: 3C1080154) or Los Encinos II (CSJ: 3C1080891). (See attached Cost Breakdown spreadsheet).

The award will be to the low bidder Closner Construction Co, L.C. for the low bid amount of \$219,997.65. The bids received were as follows:

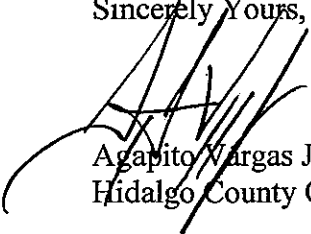
- Asago Construction \$249,702.00
- Total Commitment, LLC \$242,736.50
- JM Construction \$242,349.00
- Sascon, Inc. *Disqualified Due to Non-Compliance with Addendum*
- Closner Construction, Co., L.C. \$219,997.65

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,



Agapito Vargas Jr., Director  
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2  
Valde Guerra, Commissioner's Court Executive Officer  
Humberto Garza, Chief Administrator Precinct 2  
Eralio Palacios, HCCAP Precinct Coordinator  
Rossana Schettino, HCCAP Auditor  
Yvette Islas, HCCAP Buyer II  
Project files

Sundowner Recreational Center Subd.  
 CSJ: 3C1080154  
 Cost Breakdown  
 Precinct 2

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		<b>ROADWAY</b>				
1	100	Preparing ROW	18.6	STA	\$150.00	\$2,790.00
2	247	Flex Base (Complete in Place) TY "E" GR4	1377	CY	\$20.70	\$28,503.90
3	251	Rewrk Base Mtrl	3308	SY	\$1.25	\$4,135.00
4	310	ASPH Material (MC-30)	1158	GAL	\$7.25	\$8,395.50
5	340	Hot Mix (TY D)	496	TON	\$62.00	\$30,752.00
6	500	Mobilization	1	LS	\$2,000.00	\$2,000.00
7	502	Barricades, Signs and Traffic Handling	3	MO	\$1,000.00	\$3,000.00
8	506	Temp Sedmt Cont Fence	252	LF	\$2.25	\$567.00
9	644	Small Signs	6	EA	\$380.00	\$2,280.00
10	2500	EN-1 Treated Flexbase	6821	SY	\$0.75	\$5,115.75
11	2500	EN-1 Roadbond	52	GAL	\$85.00	\$4,420.00
		SubTotal Base Bid				\$91,959.15

Item No.	Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
		<b>DRAINAGE</b>				
12	402	Trench Excavation Protection	1574	LF	\$0.50	\$787.00
13	435	Concrete Riprap (6")	3	CY	\$380.00	\$1,140.00
14	464	RCP (CL III) (18")	392	LF	\$28.50	\$11,172.00
15	464	RCP (CL III) (24")	695	LF	\$34.50	\$23,977.50
16	464	RCP (CL III) (30")	538	LF	\$42.50	\$22,865.00
17	465	Inlet (Type "A")	7	EA	\$1,300.00	\$9,100.00
18	465	Storm Sewer Manhole (COMP) (TY "A")	2	EA	\$1,700.00	\$3,400.00
19	529	Concrete Curb & Gutter (Ty "A") (Barrier)	3646	LF	\$7.75	\$28,256.50
20	529	4' Concrete Valley Gutter	75	LF	\$24.00	\$1,800.00
21	530	Driveways (Asphalt, Concrete, Pavement) (TY PBR-1)	76	SY	\$12.00	\$912.00
22	530	Driveways (Concrete) (4")	666	SY	\$36.00	\$23,976.00
23	531	Sidewalks	29	SY	\$22.50	\$652.50
		SubTotal Drainage				\$128,038.50
		GrandTotal Roadwork Base Bid and Drainage				\$219,997.65

Roadwork Allocation: \$ 75,695.55  
 Low Base Bid Roadwork and Drainage: \$91,959.15  
 Transfer Contingency: \$3,214.73  
 Overrun/Underrun (\$13,048.87)

Drainage Allocation: \$ 100,895.00  
 Low Bid Drainage: \$128,038.50  
 Transfer Los Encinos II: \$27,143.50  
 Underrun/Overrun: \$ -

Maximum Allowable Roadwork @ \$500k/mile: \$108,901.52

# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2-BORDER COLONIA ACCESS PROGRAM**

**BID OPENING DATE: MAY 05, 2009**

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

**DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR SUNDOWNER RECREATIONAL CENTER SUBDIVISION"**

**BID NO: CAP-2009-188-05-05-YSI**

RFB NO.	Name of Company	Road & Drainage Construction Bid SUBMITTED AMOUNT	Road & Drainage Construction Bid CORRECT AMOUNT	Acknowledgment Of Addendum No. 1	Acknowledgment Of Addendum No. 2	Bid Bond/ Cashier's Check
1.	Asago Construction	\$249,702.00	SAME	Yes	Yes	Bid Bond Included
2.	Total Commitment, LLC	\$242,736.50	SAME	Yes	Yes	Bid Bond Included
3.	JM Construction	\$242,349.00	SAME	Yes	Yes	Bid Bond Included
4.	Sascon, Inc.	Disqualified Due To Non-Compliance of Addendum	-	-	-	-
5.	Closner Construction, Inc	\$219,997.65	SAME	Yes	Yes	Bid Bond Included



# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2-BORDER COLONIA ACCESS PROGRAM**

**BID OPENING DATE: MAY 05, 2009**

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

**DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR SUNDOWNER RECREATIONAL CENTER SUBDIVISION"**

**BID NO: CAP-2009-188-05-05-YSI**

<b>RFB NO.</b>	<b>Name of Company</b>	<b>Road &amp; Drainage Construction Bid Amount</b>	<b>Acknowledgment Of Addendum No. 1</b>	<b>Acknowledgment Of Addendum No. 2</b>	<b>Bid Bond/ Cashier's Check</b>
1.	Asago Construction	\$249,702.00	Yes	Yes	Bid Bond Included
2.	Total Commitment, LLC	\$242,736.50	Yes	Yes	Bid Bond Included
3.	JM Construction	\$242,349.00	Yes	Yes	Bid Bond Included
4.	Sascon, Inc.	Disqualified Due To Non-Compliance of Addendum	-	-	-
5.	Closner Construction, Inc	\$219,997.65	Yes	Yes	Bid Bond Included

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>						
9-1312-431-00-122-940-0-312 SUNDOWNERS RTMNT CTR SUBD-INDIRECT COSTS	4,080.10	.00	317.29	317.29	3,762.81	7.78
9-1312-431-00-122-940-0-334 SUNDOWNERS RTMNT CTR SUB-ENG & ARCH SRVS	19,424.96	5,438.99	13,985.97	13,985.97	.00	100.00
9-1312-431-00-122-940-0-339 SUNDOWNERS RTMNT CTR SUB-OTHER PROF SRVS	6,180.67	.00	.00	.00	6,180.67	.00
9-1312-431-00-122-940-0-733 SUNDOWNERS RTMNT CTR SU-DRAINAGE DITCHES	100,895.00	.00	.00	.00	100,895.00	.00
9-1312-431-00-122-940-0-841 SUNDOWNERS RTMNT CTR SUBD-AID TO GOVT AG	75,695.55	6,180.67	.00	.00	69,514.88	8.17
9-1312-431-00-122-940-0-899 SUNDOWNERS RTMNT CTR SUBD-CONTINGENCY	3,214.73	.00	.00	.00	3,214.73	.00
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>	<b>209,491.01</b>	<b>11,619.66</b>	<b>14,303.26</b>	<b>14,303.26</b>	<b>183,568.09</b>	<b>12.37</b>
<b>9 YEAR</b>	<b>209,491.01</b>	<b>11,619.66</b>	<b>14,303.26</b>	<b>14,303.26</b>	<b>183,568.09</b>	<b>12.37</b>

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

Expenditure Summary Report

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>						
9-1312-431-00-122-891-0-312	LOS ENCINOS #2 SUBD-INDIRECT COSTS	4,254.68	.00	329.14	329.14	3,925.54 7.74
9-1312-431-00-122-891-0-334	LOS ENCINOS #2 SUBD-ENG & ARCH SERVICES	20,175.28	4,035.07	16,140.21	16,140.21	.00 100.00
9-1312-431-00-122-891-0-339	LOS ENCINOS #2 SUBD-OTHER PROF SRVS	6,419.41	6,403.21	.00	.00	16.20 99.75
9-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	102,092.81	.00	.00	.00	102,092.81 .00
9-1312-431-00-122-891-0-733	LOS ENCINOS #2 SUBD-DRAINAGE DITCHES	84,678.33	.00	.00	.00	84,678.33 .00
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>		<b>217,620.51</b>	<b>10,438.28</b>	<b>16,469.35</b>	<b>16,469.35</b>	<b>190,712.88 12.36</b>
<b>9 YEAR</b>		<b>217,620.51</b>	<b>10,438.28</b>	<b>16,469.35</b>	<b>16,469.35</b>	<b>190,712.88 12.36</b>

AI-15449

18.H.3.

**BCAP Pct. No. 2 - Award to Las Milpas Subdivision**

**CC REGULAR**

**Date:** 05/19/2009

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

**Submitted For:** Agapito Vargas

**Department:** COLONIA ACCESS PROGRAM

**Agenda Category:** Purchasing Department

**Purchasing only:** CAP Pct.2

**Information**

**CAPTION**

Presentation for discussion, consideration, and action on a recommendation by project engineer R. Gutierrez Engineering, Inc. to award to the lowest bidder meeting all specifications: Valley Paving, Inc. in the amount of \$195,130.55 for Bid No. CAP-2009-178-05-05-YSI "Road & Drainage Construction For Las Milpas Subdivision" subject to TX DoT concurrence.

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009

**ACCT. #:** 9-1312-431-00-122-413-0-XXX

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

**MATCHING FUNDS Y/N?:**

**BUDGETARY IMPACT:**

Total project bid award \$195,130.55

Interlocal with City of Pharr will pay for drainage project \$53,471.00

Road Work and Drainage \$141,659.55

Overruns for Roadwork will come from R&B funds - 9-1202-431-00-122-006-0-841 (avail. bal. as of 05/15/09).

Please see attached Expenditure Summary for Las Milpas for funding.

**Attachments**

Link: [Las Milpas Subdivision](#)

Link: [bid tab sheet](#)

Link: [Las Milpas Exp Summ](#)

**Form Routing/Status**

Route	Seq	Inbox	Approved By	Date	Status
1		Yvette Islas	Yvette Islas	05/13/2009 05:19 PM	APRV
2		Purchasing Department	Marty Salazar	05/14/2009 10:49 AM	APRV
3		Budget & Management	Ivan Cantu	05/14/2009 11:17 AM	APRV
4		Roland Garcia	Rolando Garcia	05/15/2009 01:28 PM	APRV
5		Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marcie Jackson

Started On: 05/13/2009 09:10  
AM

Final Approval Date: 05/15/2009

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## COLONIA ACCESS PROGRAM County of Hidalgo

Agapito Vargas, Jr.  
Executive Director

13 May 2009

Sharon Slagle, Colonia Project Manager  
Texas Department of Transportation  
600 West Expressway 83  
Pharr, TX 78577

Re: Bid Award Number CAP-2009-178-05-05-YSI 3<sup>rd</sup> Call; Las Milpas Subdivision –  
CSJ: 3C1080413

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3<sup>rd</sup> Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

- 1) Engineers Recommendation
- 2) Bidder meets all County requirements
- 3) Bid is the lowest of bids received
- 4) Cost Breakdown

R. Gutierrez Engineering, Inc. has reviewed bids and tabulations and is recommending Valley Paving, Inc. from Mission, Texas as the low bidder for the above-referenced project. The amount budgeted for this project is \$73,685.00 for drainage work and \$117,072.59 for road work for a grand total of \$189,757.59. Based on the low bid amount the County anticipates an overrun on road work for this project. Road and Bridge funds plus a transfer from drainage line item (See attached Cost Breakdown spreadsheet) will cover any overage for this project. Additionally, the City of Pharr through an Interlocal Agreement will pay for the offsite outfall drainage project associated with this project(Second page of spreadsheet).

Office: (956) 787-1891 • Fax: (956) 787-4683  
301 E. State • Pharr, Texas 78577  
*Equal Opportunity Employer*

The award will be to the low bidder Valley Paving, Inc. for the low bid amount of \$195,130.55. The bids received were as follows:

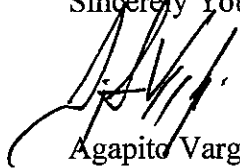
- Asago Construction \$206,106.00
- **Valley Paving, Inc. \$195,130.55**
- Total Commitment, LLC \$213,576.20
- JM Construction \$241,233.20
- Sascon, Inc. \$202,352.20
- Closner Construction \$222,930.65

Commissioner Hector "Tito" Palacios concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,



Agapito Vargas Jr., Director  
Hidalgo County Colonias Access Program Director

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct 2  
Valde Guerra, Commissioner's Court Executive Officer  
Humberto Garza, Chief Administrator Precinct 2  
Eralio Palacios, HCCAP Precinct Coordinator  
Rossana Schettino, HCCAP Auditor  
Yvette Islas, HCCAP Buyer II  
Project files

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
<b>ROADWAY</b>					
110	Excavation (Roadway)	2194	CY	\$5.15	\$11,299.10
132	Embankment (Rdwy) (Dens. Cont.) (TY C)	22	CY	\$8.50	\$187.00
164	Cell Fiber Seeding (Temp) (Warm)	1098	SY	\$0.55	\$603.90
164	Cell Fiber Seeding (Temp) (Cool)	1098	SY	\$0.55	\$603.90
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	2196	SY	\$0.55	\$1,207.80
247	Flex Base (Compl in Place) TY "E" GR4 (10")	3509	CY	\$8.55	\$30,001.95
260	Lime Treatment (6") (Subgr)	4412	SY	\$1.00	\$4,412.00
260	Lime (Type A or B)	44.38	TON	\$145.00	\$6,435.10
310	Prime Coat (MC-30)	792	GAL	\$3.75	\$2,970.00
340	Asph Conc ACP Surface (TY "D") (1.5")	3962	SY	\$8.00	\$31,696.00
502	Barricades, Signs and Traffic Handling	2	MO	\$950.00	\$1,900.00
506	Construction Exits (Ty II) (Install)	84	SY	\$15.00	\$1,260.00
506	Construction Exits (Ty II) (Remove)	84	SY	\$5.00	\$420.00
506	Temp Sedmt Cont Fence	216	LF	\$2.00	\$432.00
560	Mailboxes	3	EA	\$700.00	\$2,100.00
644	Smal RDSD SGN ASSM (TY "A")	5	EA	\$700.00	\$3,500.00
SubTotal Base Bid:					\$99,028.75

<b>DRAINAGE</b>					
402	Trench Excavation Protection	218	LF	1	\$218.00
464	RCP (CL III) (18")	244	LF	\$22.75	\$5,551.00
465	Inlet (Type "A")	6	EA	\$1,925.00	\$11,550.00
467	Safety End Treatment (Pre-Cast) (Ty II) ( 18" ) RCP) (1:6)	2	EA	\$750.00	\$1,500.00
529	Concrete Curb & Gutter (Ty "A") (Barrier)	2321	LF	\$5.80	\$13,461.80
529	6' Concrete Valley Gutter	140	LF	\$35.00	\$4,900.00
530	Driveways (Ty PRB-1)	80	SY	\$20.00	\$1,600.00
530	Driveways (Concrete)	70	SY	\$55.00	\$3,850.00
SubTotal Drainage:					\$42,630.80
GrandTotal Roadwork Base Bid and Drainage:					\$141,659.55

Roadwork Allocation: \$ 85,568.88  
 Transfer and Contingency Line Item \$ 6,500.00  
 Total Allocation and Contingency Transfer \$ 92,068.88  
 Low Base Bid Roadwork: \$99,028.75  
**Maximum allowable Roadwork @\$500K/mile: \$123,106.06**  
 Overrun/Underrun \$ (959.87)

Drainage Allocation: \$ 73,685.00  
 Low Bid Drainage: \$42,630.80  
 Overrun/Underrun \$31,054.20

Las Milpas Subdivision  
 CSJ: 3C1080413  
 Cost Breakdown  
 Precinct 2

**Pharr Drainage Project**

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
132	Embankment (Ditch) (Dens. Cont.) (TY C)	1173	CY	\$7.00	\$8,211.00
432	Concrete Riprap (CI C)	42	CY	210	\$8,820.00
464	RCP (CL III) (72")	128	LF	\$230.00	\$29,440.00
466	Concrete Headwall (CH-11B)	1	EA	\$7,000.00	\$7,000.00
<b>Total Pharr Drainage:</b>					<b>\$53,471.00</b>

**Project Total: \$195,130.55**

---

# R. Gutierrez Engineering Corporation

May 12, 2009

Agapito Vargas  
Border Colonia Access Roads Program Coordinator  
301 E. State Street  
Pharr, TX 78577

RE: Recommendation for Award – Las Milpas Subdivision  
Project No: ENG08.019a

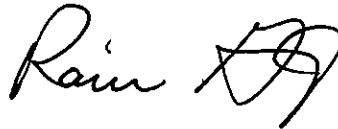
Dear Mr. Vargas:

On Wednesday, May 5, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The low responsive bid was for **\$195,130.55**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **Valley Paving, Inc.** from Mission, Texas in the amount of **\$195,130.55**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

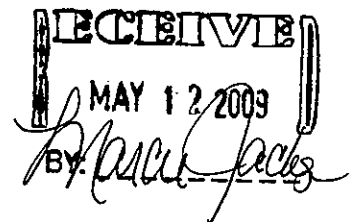
Sincerely,



Ramiro Gutierrez, P.E.  
President

Attach

cc: Commissioner Palacios (Cover Letter Only)  
Project Files



# HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

**DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 2-BORDER COLONIA ACCESS PROGRAM**

**BID OPENING DATE: MAY 05, 2009**

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

**DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR LAS MILPAS SUBDIVISION"**

**BID NO: CAP-2009-178-05-05-YSI**

RFB NO.	Name of Company	Road & Drainage Construction Bid Amount	Acknowledgment Of Addendum No. 1	Bid Bond/ Cashler's Check
1.	Asago Construction	\$206,106.00	Yes	Bid Bond Included
2.	Valley Paving Inc.	\$195,130.55	Yes	Bid Bond Included
3.	Total Commitment, LLC	\$213,576.20	Yes	Bid Bond Included
4.	JM Construction	\$241,233.20	Yes	Bid Bond Included
5.	Sascon, Inc.	\$202,352.20	Yes	Bid Bond Included
6.	Closner Construction	\$222,930.65	Yes	Bid Bond Included

**Hidalgo County**

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

**Expenditure Summary Report**

FJEXS01A

Periods 01 - 13

Standard Report Format

1001 - Standard Report Spec

<u>Account No/Description</u>	<u>Adjusted Budget</u>	<u>Y-T-D Encumb</u>	<u>Period Expended</u>	<u>Y-T-D Expended</u>	<u>Available Balance</u>	<u>Percent Used</u>
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>						
9-1312-431-00-122-413-0-312 LAS MILPAS SUBD-INDIRECT COSTS	4,388.80	.00	339.93	339.93	4,048.87	7.75
9-1312-431-00-122-413-0-334 LAS MILPAS SUBD-ENGINEER & ARCHITECT SRV	6,963.17	3,481.59	3,481.58	3,481.58	.00	100.00
9-1312-431-00-122-413-0-339 LAS MILPAS SUBD-OTHER PROF SRVS	5,538.89	.00	.00	.00	5,538.89	.00
9-1312-431-00-122-413-0-733 LAS MILPAS SUBD-DRAINAGE DITCHES	72,685.00	.00	.00	.00	72,685.00	.00
9-1312-431-00-122-413-0-841 LAS MILPAS SUBD-AID TO GOVT AGENCY	89,442.87	5,538.89	.00	.00	83,903.98	6.19
<b>1312 BORDER COLONIA ACCESS PROGRAM ROUND 3</b>	<b>179,018.73</b>	<b>9,020.48</b>	<b>3,821.51</b>	<b>3,821.51</b>	<b>166,176.74</b>	<b>7.17</b>
<b>9 YEAR</b>	<b>179,018.73</b>	<b>9,020.48</b>	<b>3,821.51</b>	<b>3,821.51</b>	<b>166,176.74</b>	<b>7.17</b>

**RELEASE OF RETAINAGE AND CERTIFICATE OF CONSTRUCTION  
COMPLETION EZEQUIEL ACEVEDO #2 PCT. NO. 3  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Purchasing Department **Purchasing only:** CAP Pct.3

**Information**

**CAPTION**

a. Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 (Final) in the amount of \$12,349.68 from Sascon, Inc., submitted by project engineer, Hinojosa Engineering Inc. for C-CAP-08-012-07-11 (Ezequiel Acevedo #2 Subdivision);

b. Requesting approval of "Certificate of Construction Completion" submitted by project engineer, Hinojosa Engineering Inc. reflecting the completion date of January 21, 2009 for C-CAP-08-012-07-11 (Ezequiel Acevedo #2 Subdivision).

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1311-206-00-000-017-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N  
**BUDGETARY IMPACT:**

Available funds in P.O. #610645 as of 5/14/09 \$10,800.57 for Retainage Payable.

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1203-206-00-000-005-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:** N  
**BUDGETARY IMPACT:**

Available funds in P.O. #610645 as of 5/14/09 \$1,549.11 for Retainage Payable.

**Attachments**

Link: [APPLICATION FOR RELEASE OF RETAINAGE EZEQUIEL ACEVEDO #2](#)

Link: [CERTIFICATE OF CONSTRUCTION COMPLETION EZEQUIEL ACEVEDO #2](#)

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/13/2009 05:04 PM	APRV
2	Purchasing Department	Marty Salazar	05/14/2009 10:37 AM	APRV
3	Budget & Management	Ivan Cantu	05/14/2009 10:38 AM	APRV

4	Perla Lopez	Perla Lopez	05/14/2009 03:15 PM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marcie Jackson  
Started On: 05/13/2009 08:21 AM

Final Approval Date: 05/15/2009

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APPLICATION FOR RELEASE OF RETAINAGE

To: Hidalgo County (OWNER)
From: Sascon, Inc. (CONTRACTOR)
Contract: CAP-08-012-07-11
Project: Road and Drainage Construction of Ezequiel Acevedo #2
OWNER's Contract No. CAP-08-012-07-11 ENGINEER's Project No. 06-206
For Work accomplished through the date of: 1/21/2009

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$ 117,335.80; 2. Net change by Change Orders and Written Agreements (+ or -): \$ 6,161.00; 3. Current Contract Price (1 plus 2): \$ 123,496.80; 4. Total completed and stored to date: \$ 123,496.80; 5. Retainage (per Agreement): 0% of completed Work, 0% of stored material; 6. Total completed and stored to date less retainage (4 minus 5): \$ 123,496.80; 7. Less previous Application for Payments: \$ 111,147.12; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$ 12,349.68

Accompanying Documentation:

P.O.# 610645
9-1311-206-00-000-017-0-000 -> =
\$12,349.68

CONTRACTOR'S Certification:

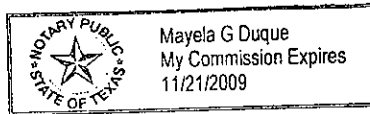
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-11-09 [Signature] CONTRACTOR

By: [Signature]

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 8 day of May, 2009

[Signature]
Notary Public
My Commission expires: 11/21/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-08-09 HINOJOSA ENGINEERING Inc ENGINEER

By: [Signature]

ADVISE RECEIVED BY: [Signature] ON 5/11/09
GOODS/SERVICES RECEIVED BY: [Signature] ON 5/11/09

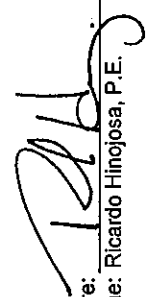


Estimate Quantity Update Worksheet  
 Ezequiel Acevedo Jr. #2  
 Colonia Access Program Project - Precinct No.3  
 CAP-08-012-07-11  
 Contractor: Sascon, Inc.

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1			RFP 2			TOTAL TO DATE	
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Monthly Quantity	Quantity to Date	Item Cost (Monthly)		
100	Preparing ROW	13.12	STA	\$ 400.00	\$5,248.00	13.12	13.12	0	13.12	0	\$0.00	\$5,248.00	
134	Backfill	13.12	STA	\$ 400.00	\$5,248.00	13.12	13.12	0	13.12	0	\$0.00	\$5,248.00	
247	Flex Base	907	CY	\$ 21.00	\$19,047.00	907	907	0	907	0	\$0.00	\$19,047.00	
251	Reworking Base Material (DC)(TY D CL2)	907	CY	\$ 9.00	\$8,163.00	907	907	0	907	0	\$0.00	\$8,163.00	
262	Lime Treated Base Course	4,085	SY	\$ 2.00	\$8,170.00	4,085	4,085	0	4,085	0	\$0.00	\$8,170.00	
262	Lime (Ty A or B)	19.42	TON	\$ 190.00	\$3,689.80	19.42	19.42	0	19.42	0	\$0.00	\$3,689.80	
310	Asphalt Material (MC-30)	700	GAL	\$ 5.00	\$3,500.00	0	0	700	700	0	\$3,500.00	\$3,500.00	
340	Asphalt Concrete (Type "D")	3,500.00	SY	\$ 8.70	\$30,450.00	0	0	3,500	3,500	0	\$30,450.00	\$30,450.00	
502	Barricades, Signs & Traffic Handling	1.5	MO	\$ 1,800.00	\$2,700.00	1.5	1.5	0	1.5	0	\$0.00	\$2,700.00	
506	Construction Exits (TY 2) (Install)	72.0	SY	\$ 5.00	\$360.00	72	72	0	72	0	\$0.00	\$360.00	
506	Construction Exits (TY 2) (Remove)	72.0	SY	\$ 3.00	\$216.00	0	0	72	72	0	\$216.00	\$216.00	
530	Turnouts (Asph-Conc-Pav)	72.0	LF	\$ 21.00	\$1,512.00	0	0	72	72	0	\$1,512.00	\$1,512.00	
5249	Temp Sediment Control Fence	500	LF	\$ 5.00	\$2,500.00	0	0	500	500	0	\$2,500.00	\$2,500.00	
5249	Temp Sediment Control Fence (Remove)	500	LF	\$ 2.00	\$1,000.00	0	0	500	500	0	\$1,000.00	\$1,000.00	
<b>Drainage</b>													
464	RCP (CL III) (18')	40	LF	\$ 30.00	\$1,200.00	40	40	0	40	0	\$0.00	\$1,200.00	
464	RCP (CL III) (15')	508	LF	\$ 27.00	\$13,716.00	508	508	28	536	28	\$756.00	\$14,472.00	
467	Safety End Treatment	2	EA	\$ 500.00	\$1,000.00	2	2	0	2	0	\$0.00	\$1,000.00	
530	Driveways (Ty PRB-1) (ACP) (1")	406	SY	\$ 15.00	\$6,090.00	0	0	534	534	0	\$8,010.00	\$8,010.00	
530	Driveways (Ty PRB-1) (Concrete)	86	SY	\$ 41.00	\$3,526.00	0	0	171	171	0	\$7,011.00	\$7,011.00	
<b>TOTAL</b>					\$117,335.80	<b>Totals:</b>			\$68,541.80	<b>Totals:</b>			\$54,955.00

Totals to Date:  
 Roadway: \$91,803.80  
 Drainage: \$31,693.00  
 Total: \$123,496.80

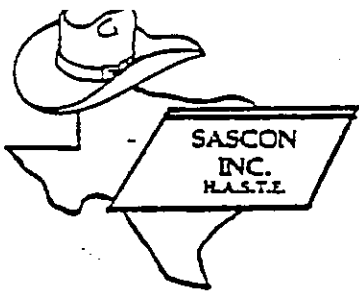
Roadway: \$52,625.80  
 Drainage: \$15,916.00

Signature: 

Date: 5-08-07

Prepared and Checked by:

Printed Name: Ricardo Hinojosa, P.E.



# SASCON INC.

5200 N. 26th Lane  
McAllen, Texas 78504  
Phone: 956 682-3454  
Fax: 956 682-2542

- PAVING
- TRUCKING
- EQUIPMENT
- EXCAVATION
- UTILITIES

County of Hidalgo

INVOICE # 906

DATE 4-21-09

---

Retainage for Ezequiel Acevedo

\$12,349.68

THANK YOU!

CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS

PROJECT: HIDALGO COUNTY Pct. 3. EZEQUIEL ACEVEDO SUBD. PROJECT NO.  
OWNER: HIDALGO COUNTY CAP-08-012-0711  
CONTRACTOR: SASCON INC.  
ENGINEER: HINOJOSA ENGINEERING, INC.

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

*NONE*

CONTRACTOR *SASCON INC*

By *[Signature]*

Title *[Signature]*

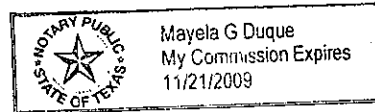
Subscribed and sworn to before me this

*11*

day of *May, 2009*

Notary Public: *[Signature]*

My Commission Expires: *11/21/2009*



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: HIDALGO COUNTY Pct. 3. EZEQUIEL ACEVEDO SUBD. PROJECT NO. CAP-08-012-07-11  
OWNER: HIDALGO COUNTY  
CONTRACTOR: SASCON INC.  
ENGINEER: HINOJOSA ENGINEERING, INC.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR *SASCON INC*

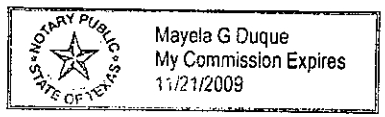
By *[Signature]*

Title *Pres*

Subscribed and sworn to before me this 11 day of May, 2009

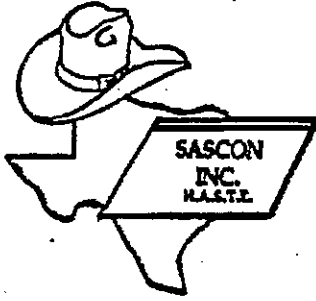
Notary Public: *Mayela G Duque*

My Commission Expires: 11/21/2009



### Schedule of Material Sampling and Testing Requirements

MATERIAL OR PRODUCT	TEST FOR	TEST NUMBER	PROJECT TESTS		REMARKS	
			LOCATION OR TIME OF SAMPLING	FREQUENCY OF SAMPLING		
TREATED SUBGRADE AND BASE COURSES	Liquid Limit (A)	Tex-104-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.	This test is only required when the liquid limit is not attainable, when performed in accordance with Tex-104-E.	
	Plasticity Index (A)	Tex-106-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.		
	Linear Shrinkage	Tex-107-E	During stockpiling operations, from completed stockpile, or windrow (B)			
	Gradation (A)	Tex-110-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 5,000 cu.yd.		
	Moisture/Density	Tex-113-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.		
	Triaxial (A)	Tex-117-E	During stockpiling operations, from completed stockpile, or windrow (B)	Each 20,000 cu.yd.		As required by the plans. When base material is from a source where the district has a record of satisfactory triaxial results, the frequency of testing may be reduced to one per 30,000 CY. If any one test falls below the minimum value required, the frequency of testing will return to the original frequency of 20,000 CY.
	Lime	Compliance with DMS-4600		During delivery to project		Hydrated Lime: 1 PER Project. Commercial Lime Slurry: each 200 tons of lime or fraction thereof. Quick Lime: 1 Per Project.
Complete Mixture	Pulverization Gradation	Tex-101-E	Roadway, after pulverization and mixing	As necessary for control	At the beginning of project, one test must be made for each 4,500 CY or 6,000 tons until Engineer is satisfied that acceptable pulverization results are obtained.	
	Moisture Content	Tex-103-E	As designated by Engineer	Each 30,000 cu.yd.	Determine the appropriate moisture/density curve for each different material or notable change in material.	
	In-place Density (A)	Tex-115-E	As designated by Engineer	Each 3,000 cu.yd. or 3000 lin.ft., min. one per lift	Determine appropriate moisture/density curve for each different material or notable change in material. Correct the moisture contents measured by nuclear density gauge with the moisture contents determined in accordance with Tex-103-E for each different material or notable change in material and adjust the density accordingly.	
	Thickness (A)	Tex-140-E	As designated by Engineer	Each 3,000 cu.yd.	Not required where survey grade control documents are used for compliance.	
COARSE AGGREGATE	L.A. Abrasion	Tex-410-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSCC, meets the project specifications.	
	Magnesium Sulfate Soundness	Tex-411-A	Stockpile	1 per project, per source	Sampling and testing are not required when the published value of the source, as listed in the current Material Producer list for BRSCC, meets the project specifications.	
	Gradation	Tex-200-F	Stockpile	1 per project, per source	To determine that no more than 20% passes a #8 sieve. Performed at the discretion of the Engineer.	
	MicroDeval	Tex-461-A	Stockpile	Approximately one every 5,000 tons of production	Testing frequency may be reduced or eliminated based on satisfactory history.	
	Flat and Elongated Particles	Tex-280-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
	Coarse Aggregate Angularity	Tex-460-A	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
	Deleterious Material and Decant	Tex-217-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.	
	RAP	Decant	Tex-217-F	Stockpile	1 per project, per source	Performed at the discretion of the Engineer.
		Plasticity Index	Tex-106-E	Stockpile	1 per project, per source	Only required when the decant exceeds 5%.



## **SASCON INC.**

5200 N. 26<sup>TH</sup> Lane  
McAllen, Texas 78504

Phone: (956) 682-3454  
Fax: (956) 682-2542

- Paving
- Excavation
- Trucking
- Equipment


December 3, 2008

Hidalgo County Pct. 3  
Bamey Groves Subdivision &  
Ezequiel Acevedo Subdivision

### **VENDORS LIST:**

Please be advised that the suppliers for this project are Varmicon Industries, Central Ready Mix, and Valley Caliche Products and no other.

Thank You,

  
H. A. Skioss  
President  
Sascon, Inc.



**PARTIAL/FINAL WAIVER OF LEIN**

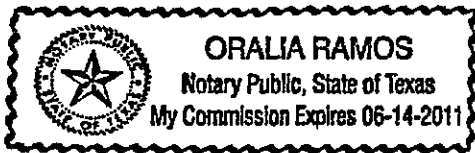
THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Hidalgo County Pct.#2  
to furnish Improvements  
in connection with certain improvements to real property located in Hidalgo  
County, Texas, and owned by Hidalgo County  
Which improvements are described as follows:

In consideration of Pay Estimate No 2 in the amount of Forty nine thousand four hundred fifty nine & 50 cents DOLLAR(\$ 49459.50 )and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.



SASCON, INC.  
CONTRACTOR

BY: Carol Mass V.P./Sec.  
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 2nd day of Feb. 2009 to certify which witness my hand and seal of office.

Oralia Ramos  
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 6/14/2011

PARTIAL LIEN WAIVER

DATE: Dec. 4, 2008

PROJECT: Plot 3 BOBNEY GROVE ← F229011 Acctd #2 Subd.

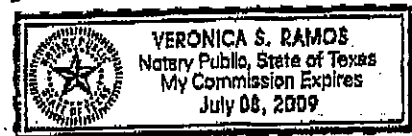
COUNTY: Hidalgo

The undersigned, having the position of CFO  
With Dan DILL first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that Varmicon Industries has furnished materials  
under its contract with Sascon Incorporated on the above described  
project.

That the sum of \_\_\_\_\_  
(\$ 0 ), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from Sascon Incorporated, the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

Executed this 4th day of December, 2008.

\_\_\_\_\_  
BY D Dill CFO  
NAME TITLE



Subscribed and sworn to before me this 4th day of December, 2008.

July 8, 2009  
My Commission Expires

Veronica S Ramos  
Notary Public

PARTIAL LIEN WAIVER

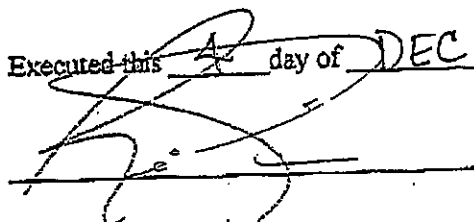
DATE: 12/4/2008

PROJECT: PLOT 3 BARNEY GROVES + E2 Equival Approved #2 Subdr.

COUNTY: Hidalgo

The undersigned, having the position of VICE PRES.  
With CENTRAL READY MIX first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that RICHARD M. LINN has furnished materials  
under its contract with SASCON INC. on the above described  
project.

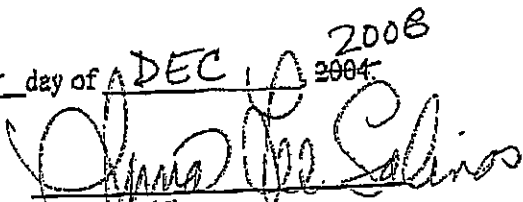
That the sum of ONE HUNDRED FIFTY ONE DOLLARS & 55/100  
(\$ 151.55), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from RICHARD M. LINN, VICE PRES. the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

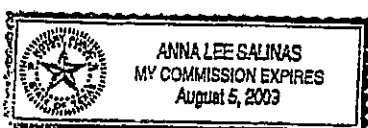
Executed this 4 day of DEC, 2008  


BY RICHARD M. LINN VICE PRES.  
NAME TITLE

Subscribed and sworn to before me this 4 day of DEC, 2008

AUG 5, 2009  
My Commission Expires

  
Notary Public



SASCON Inc

PARTIAL LIEN WAIVER

DATE: DECEMBER 3, 2008

PROJECT: Plot 3 BARLEY GROVES + 229 sq ft Area #2 Subdr.

COUNTY: Hidalgo

The undersigned, having the position of V. PRES./GEN. MGR.  
With VALLEY CALICHE PRODUCTS first being duly sworn, states that he is duly  
authorized and appointed as its agent to execute this Partial Lien Waiver. That he does  
hereby certify that VALLEY CALICHE PRODUCTS, INC. has furnished materials  
under its contract with SASCON, INC. on the above described  
project.

That the sum of N/A  
( \$ N/A ), is the sum now due and owing for all materials furnished  
by the undersigned, on the above described project and that on the receipt of such sum  
from SASCON, the  
undersigned does waive and release to the extent of such payment received, claims and  
lien rights for an in connection with the above described project for said materials  
furnished.

Executed this 3RD day of DECEMBER, 2008

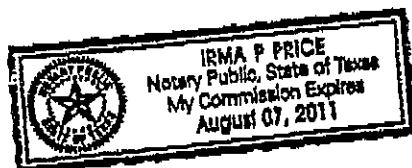
VALLEY CALICHE PRODUCTS, INC.

BY Mark Mohr V. PRES./GEN. MGR.  
NAME TITLE

Subscribed and sworn to before me this 3RD day of DECEMBER, 2008

AUG. 7, 2011  
My Commission Expires

Irma P. Price  
Notary Public



SASCON Inc



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

## FIELD DENSITIES TEST REPORT

Project Description: Ezequiel Acevedo Jr. Subdv. #2 (Acevedo Lane)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Javier Hinojosa Engineering  
Contractor: Sascon Construction

L&G Project Number: L37813  
L&G Report Number: R002  
Sample Date: 11/20/2008  
Date Reported: 11/20/2008

Page 1 of 1

Material Description	Caliche		
Required % Proctor	95	Moisture Tolerance	-2 + 3
	Proctor No	Optimum % Moisture	Opt. Density, LB/CF
	L37813-1	11.1	122.2

Test No.	Test Location	Proctor No	Moisture Content	Dry Density	Percent Compaction	Inches
1	Acevedo Lane 100' E. of Green Intersection CL	L37813-1	13.3%	115.9 pcf	94.8% (Pass)	6"
2	Acevedo Lane 400' E. of Green Intersection 8' N. of CL	L37813-1	10.9%	117.5 pcf	96.2% (Pass)	6"
3	Acevedo Lane 750' E. of Green Intersection 6' S. of CL	L37813-1	12.5%	119.1 pcf	97.5% (Pass)	6"

Remarks: Test results are in general compliance with the project specifications except as noted.  
Test Methods: ASTM D2922, D3017

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Sascon Construction  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager



# L&G Engineering Laboratory

Construction Material Testing  
Geotechnical Engineering

2100 W. Expressway 83 Mercedes, TX 78570 (956) 565-0760  
900 S. Stewart Rd. Ste. 6 Mission, TX 78572 (956) 583-7117

## PROCTOR TEST REPORT

Project Description: Ezequiel Acevedo Jr. Subdv. #2 (Acevedo Lane)  
Client: Hidalgo County Pct. #3 (CAP)  
Engineer: Javier Hinojosa Engineering  
Contractor: Sascon Construction

L&G Project Number: L37813  
L&G Report Number: R001  
Sample Date: 11/18/2008  
Date Reported: 11/20/2008

Page 1 of 1

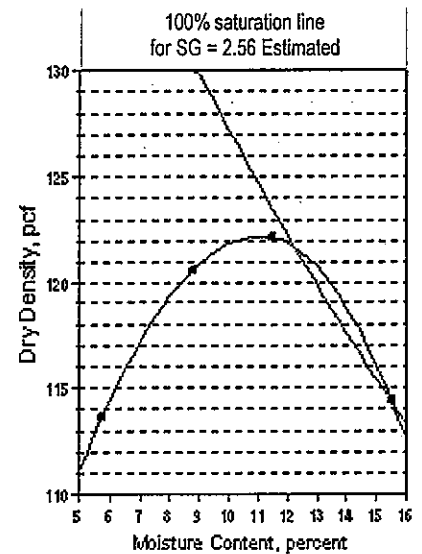
Compaction Method: TEX-113  
Material Description: caliche

Specific Gravity: 2.56

Liquid Limit: 31  
Plastic Limit: 21  
Plasticity Index: 10  
% Passing No. 200: 0.0  
Group Symbol: GP

Specimen No.:	1	2	3	4
Moisture, %:	5.7	8.7	11.6	15.4
Dry Density (pcf):	113.5	120.5	122.1	114.8

Maximum Dry Density in P.C.F.: 122.2  
Optimum Moisture (%): 11.1



Test Method: TEX 113

Orig: Hidalgo County Pct. #3 (CAP) (Mission, TX)  
(1-cc copy)  
1-cc Javier Hinojosa Engineering  
1-cc Sascon Construction  
1-cc Laboratory

Respectfully Submitted,  
L&G Engineering Laboratory

Ricardo A. Gil, Lab Manager

## CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON January 21, 2009 A FINAL INSPECTION was made of the project herein described:

### Road and Drainage Improvements of Ezequiel Acevedo Subdivision #2

DATE: May 8, 2009

OWNER: Hidalgo County Precinct No.3

CONSTRUCTION CONTRACTOR: Sascon, Inc. OF THE CITY OF McAllen, STATE OF TEXAS.

### PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project  
Road and Drainage Improvements of Ezequiel Acevedo Subdivision #2

CONTRACT # CAP-08-012-07-11

Located in or near the Hidalgo County Precinct No.3

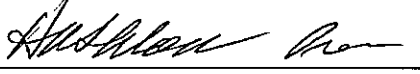
#### THIS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**
2. That the sum of (0), deducted from final payment of the Sascon, Inc., is a fair and equitable settlement for the foregoing except work.
3. That Sascon, Inc., has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That Sascon, Inc., has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract : \$ 117,335.80  
Present Amount of Contract: \$ 123,496.80  
Total Amount of earned to date: \$ 123,496.80  
Less: previous payments: \$ 111,147.12  
Authorized deductions: \$ 0.00  
**AMOUNT OF FINAL PAYMENT: \$ 12,349.68**


6. That the final payment in the amount of (\$12,349.68) is now due and payable.

**CONCURRED BY:**

**Sascon, Inc.**

By: 

**Hinojosa Engineering, Inc.**

By:   
Ricardo Hinojosa, P.E.

**Hidalgo County**

By: \_\_\_\_\_  
J.D. Salinas, County Judge

AI-15442

18.I.2.

**RELEASE OF RETAINAGE AND CERTIFICATE OF CONSTRUCTION  
COMPLETION BARNEY GROVES PCT. NO. 3  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Marcie Jackson, COLONIA ACCESS PROGRAM  
**Submitted For:** Agapito Vargas  
**Department:** COLONIA ACCESS PROGRAM  
**Agenda Category:** Purchasing Department **Purchasing only:** CAP Pct.3

**Information**

**CAPTION**

a. Presentation for discussion, consideration, acceptance and approval of Application for Payment No. 2 (Final) in the amount of \$6,775.31 from Sascon, Inc., submitted by project engineer, Hinojosa Engineering Inc. for C-CAP 08-011-07-11 (Barney Groves Subdivision);

b. Requesting approval of "Certificate of Construction Completion" submitted by project engineer, Hinojosa Engineering Inc. reflecting the completion date of January 21, 2009 for C-CAP-08-011-07-11 (Barney Groves Subdivision).

**BACKGROUND**

**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1311-206-00-000-017-0-000

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

**BUDGETARY IMPACT:**

Available funds in P.O. #610646 as of 5/14/09 \$4,795.56 for Retainage Payable.

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1203-206-00-000-005-0-000

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

**BUDGETARY IMPACT:**

Available funds in P.O. #610646 as of 5/14/09 \$1,979.75 for Retainage Payable.

**Attachments**

Link: APPLICATION FOR RELEASE OF RETAINAGE BARNEY GROVES

Link: CERTIFICATE OF CONSTRUCTION COMPLETION BARNEY GROVES

**Form Routing/Status**

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	05/13/2009 05:19 PM	APRV
2	Purchasing Department	Marty Salazar	05/14/2009 10:34 AM	APRV
3	Budget & Management	Ivan Cantu	05/14/2009 10:36 AM	APRV

4	Perla Lopez	Perla Lopez	05/14/2009 02:52 PM	APRV
5	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Marcie Jackson  
Started On: 05/12/2009 03:17 PM

Final Approval Date: 05/15/2009

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**APPLICATION FOR RELEASE OF RETAINAGE**

To: Hidalgo County (OWNER)  
 From: Sascon, Inc. (CONTRACTOR)  
 Contract: \_\_\_\_\_  
 Project: Barney Groves Subdivision 88-011-07-11  
 OWNER's Contract No. CAP-044-08-07-44 ENGINEER's Project No. 06-355  
 For Work accomplished through the date of: 1/21/2009

1. Original Contract Price:	\$ <u>67,753.10</u>
2. Net change by Change Orders and Written Agreements (+ or -):	\$ <u>-</u>
3. Current Contract Price (1 plus 2):	\$ <u>67,753.10</u>
4. Total completed and stored to date:	\$ <u>67,753.10</u>
5. Retainage (per Agreement):	
<u>0%</u> of completed Work:	\$ <u>-</u>
<u>0%</u> of stored material:	\$ <u>-</u>
Total Retainage:	\$ <u>-</u>
6. Total completed and stored to date less retainage (4 minus 5):	\$ <u>67,753.10</u>
7. Less previous Application for Payments:	\$ <u>60,977.79</u>
8. <b>AMOUNT DUE THIS APPLICATION (6 MINUS 7):</b>	\$ <u>6,775.31</u>

Accompanying Documentation: **P.O.# 610646**  
**9-1311-206-00-000-017-0-000 → =**  
**\$6,775.31**

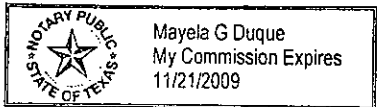
CONTRACTOR'S Certification:  
 The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-11-09 SASCON Inc  
 \_\_\_\_\_  
 CONTRACTOR

By: [Signature]  
 \_\_\_\_\_

State of Texas  
 County of Hidalgo  
 Subscribed and sworn to before me this 8  
 day of May, 2009

Mayela G Duque  
 Notary Public  
 My Commission expires: 11/21/2009



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-08-09 HINOJOSA ENGINEERING INC.  
 \_\_\_\_\_  
 ENGINEER

By: [Signature]  
 \_\_\_\_\_

INVOICE RECEIVED BY:  
Manuel Jackson ON 5/11/09  
 GOODS/SERVICES RECEIVED BY:  
Manuel Jackson ON 5/11/09



Estimate Quantity Update Worksheet  
 Barney Groves Subdivision  
 Colonia Access Program Project - Precinct No.3  
 CAP-08-011-07-11  
 Contractor: Sascon, Inc.

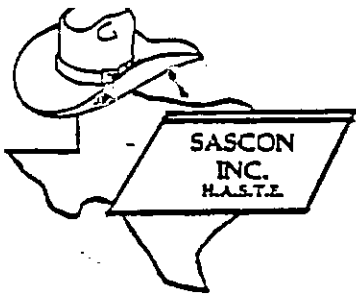
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 and FINAL		
						Quantity	Unit Price	Total
<b>Roadway</b>								
100	Preparing ROW	6.49	STA	\$ 500.00	<del>Q</del> \$3,245.00	6.49	\$ 500.00	<del>Q</del> \$3,245.00
110	Backfill	6.49	STA	\$ 400.00	<del>Q</del> \$2,596.00	6.49	\$ 400.00	<del>Q</del> \$2,596.00
247	Flex Base	448.65	CY	\$ 26.00	<del>Q</del> \$11,664.90	448.65	\$ 26.00	<del>Q</del> \$11,664.90
251	Reworking Base Material (DC)(TY D CL2)	448.65	CY	\$ 9.00	<del>Q</del> \$4,037.85	448.65	\$ 9.00	<del>Q</del> \$4,037.85
260	Lime Treated Subgrade	1,816.50	SY	\$ 2.80	<del>Q</del> \$5,086.20	1816.50	\$ 2.80	<del>Q</del> \$5,086.20
260	Lime (TY A or B)	9.61	TON	\$ 200.00	<del>Q</del> \$1,922.00	9.61	\$ 200.00	<del>Q</del> \$1,922.00
310	Prime Coat (MC-30)	346.13	GAL	\$ 5.00	<del>Q</del> \$1,730.65	346.13	\$ 5.00	<del>Q</del> \$1,730.65
340	Asphalt Concrete Pavement Type "D"	1,677.00	SY	\$ 9.50	<del>Q</del> \$15,931.50	1677.00	\$ 9.50	<del>Q</del> \$15,931.50
502	Barricades, Signs & Traffic Handling	1.50	MO	\$ 1,800.00	<del>Q</del> \$2,700.00	1.50	\$ 1,800.00	<del>Q</del> \$2,700.00
506	Construction Exits (TY 2) (Install)	208.00	SY	\$ 5.00	<del>Q</del> \$1,040.00	208.00	\$ 5.00	<del>Q</del> \$1,040.00
506	Construction Exits (TY 2) (Remove)	208.00	SY	\$ 3.00	<del>Q</del> \$624.00	208.00	\$ 3.00	<del>Q</del> \$624.00
530	Turnouts (Asph-Conc-Pav)	73.00	SY	\$ 21.00	<del>Q</del> \$1,533.00	73.00	\$ 21.00	<del>Q</del> \$1,533.00
5249	Temp Sediment Control Fence	208.00	LF	\$ 5.00	<del>Q</del> \$1,040.00	208.00	\$ 5.00	<del>Q</del> \$1,040.00
5249	Temp Sediment Control Fence (Remove)	208.00	LF	\$ 2.00	<del>Q</del> \$416.00	208.00	\$ 2.00	<del>Q</del> \$416.00
<b>Drainage</b>								
464	RCP (CL III) (18")	84.00	LF	\$ 30.00	<del>Q</del> \$2,520.00	84.00	\$ 30.00	<del>Q</del> \$2,520.00
464	RCP (CL III) (15")	185.00	LF	\$ 27.00	<del>Q</del> \$4,995.00	0.00	\$ 27.00	<del>Q</del> \$0.00
467	Safety End Treatment	2.00	EA	\$ 700.00	<del>Q</del> \$1,400.00	2.00	\$ 700.00	<del>Q</del> \$1,400.00
530	Driveways (TY PRB-1) (ACP) (1")	143.00	SY	\$ 21.00	<del>Q</del> \$3,003.00	143.00	\$ 21.00	<del>Q</del> \$3,003.00
530	Driveways (TY PRB-1) (Concrete)	54.00	SY	\$ 42.00	<del>Q</del> \$2,268.00	54.00	\$ 42.00	<del>Q</del> \$2,268.00
	Inverted Driveways	0.00	LS	\$ 4,995.00	<del>Q</del> \$0.00	1.00	\$ 4,995.00	<del>Q</del> \$4,995.00
<b>TOTAL</b>					<del>Q</del> \$67,753.10			<del>Q</del> \$67,753.10
Roadway:					<del>Q</del> \$53,567.10			<del>Q</del> \$53,567.10
Drainage:					<del>Q</del> \$14,186.00			<del>Q</del> \$14,186.00

Prepared and Checked by:

Signature:

*R. Hinojosa*

Printed Name: Ricardo Hinojosa, P.E.



# SASCON INC.

5200 N. 26th Lane  
McAllen, Texas 78504  
Phone: 956 682-3454  
Fax: 956 682-2542

- PAVING
- TRUCKING
- EQUIPMENT
- EXCAVATION
- UTILITIES

County of Hidalgo

INVOICE # 907

DATE 4-21-09

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Retainage for Barney Groves

\$6775.31

THANK YOU

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: HIDALGO COUNTY Pct. 3. BARNEY GROVES SUBD. PROJECT NO.  
OWNER: HIDALGO COUNTY CAP D11-08-07-11  
CONTRACTOR: SASCON Inc.  
ENGINEER: HINOJOSA ENGINEERING, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for, through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR SASCON Inc

By *[Signature]*

Title *[Signature]*

Subscribed and sworn to before me this 11 day of May, 2009

Notary Public: *[Signature]*

My Commission Expires: 11/21/2009



CONTRACTOR'S AFFIDAVIT OF  
PAYMENT OF DEBTS AND CLAIMS

PROJECT: HIDALGO COUNTY Pct. 3 - BARNEY GROVES SUB PROJECT NO.  
OWNER: HIDALGO COUNTY CAP-01-08-0711  
CONTRACTOR: SASCON, INC.  
ENGINEER: HINOJOSA ENGINEERING, INC

The Contractor in accordance with the Contract Documents, hereby certifies that, except as listed below, all obligations for all materials and equipment furnished, for all work labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or his property might in any way be held responsible have been paid in full or have otherwise been satisfied in full.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

None.

CONTRACTOR *SASCON Inc*

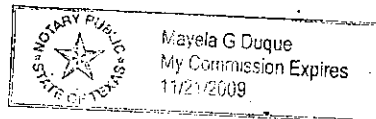
By *[Signature]*

Title *[Signature]*

Subscribed and sworn to before me this *11* day of *May 2009*

Notary Public: *Mayela G Duque*

My Commission Expires: *11/21/2009*



## CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON January 21, 2009 A FINAL INSPECTION was made of the project herein described:

### Road and Drainage Improvements of Barney Groves Subdivision

DATE: May 8, 2009

OWNER: Hidalgo County Precinct No.3

CONSTRUCTION CONTRACTOR: Sascon, Inc. OF THE CITY OF McAllen, STATE OF TEXAS.

### PROJECT DESCRIPTION

CONSTRUCTION OF: Border Colonia Access Project  
**Road and Drainage Improvements of Barney Groves Subdivision**

CONTRACT # CAP-08-011-07-11

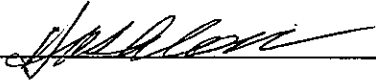
Located in or near the Hidalgo County Precinct No.3

#### THIS TO CERTIFY:

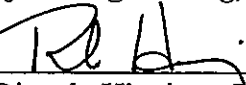
1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exception: **None**
2. That the sum of (0), deducted from final payment of the Sascon, Inc., is a fair and equitable settlement for the foregoing except work.
3. That Sascon, Inc., has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.
4. That Sascon, Inc., has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good faulty workmanship and/or materials discovered in the work within a period of one year from date of final inspection, as provided in said contract.
5. Amount of Original Contract :           \$ 67,753.10  
Present Amount of Contract:           \$ 67,753.10  
Total Amount of earned to date:       \$ 67,753.10  
Less: previous payments:               \$ 60,977.79  
Authorized deductions:                 \$       0.00  
**AMOUNT OF FINAL PAYMENT: \$ 6,775.31**
6. That the final payment in the amount of (\$6,775.31) is now due and payable.

**CONCURRED BY:**

**Sascon, Inc.**

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

**Hinojosa Engineering, Inc.**

By:  \_\_\_\_\_  
Ricardo Hinojosa, P.E.

**Hidalgo County**

By: \_\_\_\_\_  
J.D. Salinas, County Judge

**Expansion of Pool for Licensed Professional Psychologists Counselors  
CC REGULAR**

**Date:** 05/19/2009  
**Submitted By:** Yolanda Velasquez, PURCHASING DEPT.  
**Submitted For:** Marty Salazar  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department      **Purchasing only:** Juvenile Probation

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**Information**

**CAPTION**

a. Presentation for discussion, consideration, acceptance, and approval of the qualifying participant submitting a response to establish the "expansion of existing pool" for "Licensed Professional Counselors" to provide necessary/required services on an as needed basis for Hidalgo County at the Judge Mario E. Ramirez, Jr. Juvenile Justice Center - RFP No: 2009-103-04-15-YZV;

b. Presentation for discussion, consideration and approval of the final negotiated contract for RFP No: 2009-103-04-15-YZV-Hidalgo County -Judge Mario E. Ramirez, Jr. - Juvenile Center - Expansion Pool for Licensed Professional Counselor(s) with the qualified professional (if approved) on the "expansion pool" approved in previous item.

**BACKGROUND**

Draft contract document previously approved as to form by legal counsel.

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**Fiscal Impact**

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-423-32-330-001-0-331

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

**BUDGETARY IMPACT:**

Available balance as of 5/14/09 \$113,000.00

**FISCAL YEAR:** 2009      **ACCT. #:** 9-1100-423-60-330-002-0-331

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

**BUDGETARY IMPACT:**

Available balance as of 5/14/09 \$21,836.38

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**Attachments**

Link: [Exhibit A-Specs/Requirements](#)

Link: [Participation Log-103](#)

Link: [Contract-Ramirez](#)

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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	Purchasing Department	Marty Salazar	05/13/2009 02:28 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:01 PM	APRV
3	Perla Lopez	Perla Lopez	05/14/2009 09:52 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Yolanda Velasquez  
Started On: 05/07/2009 10:56 AM  
Final Approval Date: 05/15/2009

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JUDGE MARIO E. RAMIREZ, JR. JUVENILE JUSTICE CENTER  
REQUEST FOR PROPOSAL

**“POOL FOR LICENSED PROFESSIONAL  
PSYCHOLOGIST(S)**

**RFP NO: 2009-103-04-15-YZV**

**Overview:**

Hidalgo County (hereinafter referred to as “COUNTY”) is soliciting proposals for “Judge Mario E. Ramirez, Jr. Juvenile Justice Center – Licensed Professional Psychologist(s)” in order to establish a “Pool” of Licensed Professional Psychologists” on an “As Needed Basis”. Services “Pool/Roster” shall be for a period of One (1) Year with the County’s option to renew for two (2) additional one (1) year terms. The scope of the work/services will encompass all aspects of Judge Mario E. Ramirez, Jr. Juvenile Justice Center and requires extensive knowledge and experience across all lines of coverage. The information provided in the Request For Proposals (hereinafter referred to as “RFP”) is only to be used for the purpose of preparing a proposal for “Licensed Professional Psychologist(s). Requests For Proposals will be accepted until **9:30 A.M., Wednesday, April 15, 2009.** **ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:

RFP Number: 2009-103-04-15-YZV

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

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

**The Submittal Envelope Must Show The RFP Number, Name And Opening Date.**

The following outlines the Request For Qualifications:

**SECTION I -GENERAL TERMS AND CONDITIONS**

**ADDITIONAL INFORMATION:** Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

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

**WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, April 01, 2009 at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, April 03, 2009. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as **Exhibit D**, the vendor, person consultant or contractor’s affiliation or

business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 N. Clossner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

**PROPOSER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

**NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

**PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

**ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

**PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

**SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

**RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

**HAND DELIVERED PROPOSALS:**

Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

**SIGNING OF PROPOSALS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

**WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

**SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

**TERM OF CONTRACT:**

It is intended that the "Pool Term" of the contract will be for an initial period of one (1) year, with County's option to renew/extend for additional two (2), 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) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

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**DAVIS BACON ACT:**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

**SECTION II - RFP REQUIREMENTS**

**REQUEST FOR PROPOSALS:**

The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

**UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

**FIRM QUALIFICATIONS:**

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract with qualified licensed psychologist (s) who is qualified as a "Licenses Psychologist(s)". The person(s) directly performing the counseling services are required to be licensed psychologist(s). Credentials, qualifications to perform necessary services must be submitted. Photostat copies are acceptable.

**PERSONNEL AND STAFFING:**

The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with other "Juvenile Probation Entities" is required and will be scored accordingly during the evaluation process.

**REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as a qualified licensed psychologist(s).

**If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

**SCOPE OF SERVICES:**

Judge Mario E. Ramirez, Jr. Juvenile Justice Center is soliciting to contract and establish a "Pool" of qualified licensed psychologist(s) who are qualified to provide services and expertise and licensed as "Licensed Psychologist" and meet the following specifications/requirements:

1. Provide to department and its clients the services required of a licensed professional psychologist until replaced by department. These services include but are not limited to:
  - a. Conducting psychological examinations of the Clients as required by the Department;
  - b. Conducting other evaluations and tests on each Client as required by the Department;
  - c. Interpreting the results of any test conducted under (b) or (c) above and submitting a written report to Department of the results of such test and examinations, as required by Department;
  - d. Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
  - e. Serving on general call on a daily basis, except when out of town. All records, notes and/or reports created by Contractor and relating to services provided under this service shall be retained by Contractor for a minimum of three (3) years following the termination of the contract and thereafter, until any pending audit or litigation and all questions arising therefrom concerning such records are resolved by a final unappeasable determination of any applicable court or agency. Proposer agrees to provide Department, the Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and the proposer, and;
  - f. Conducting individual family and/or group counseling appropriate for the needs of each Client on an as needed basis as needed.
2. Proposer represents that it employs a licensed professional psychologist by the State of Texas and qualified to perform and execute the services provided above.
3. Proposer must not be ineligible to receive specified grant, loan or payment as under Section 236.006, Texas Family Code.
4. Proposer shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition proposer shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time. Proposer shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Department.
5. Proposer shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of proposer and for Clients, inmates, patients and/or residents served by proposer.
6. Proposer agrees to separately account for the receipt and/or expenditure of funds received pursuant to Department's services.
7. Proposer shall provide and maintain liability insurance covering its activities in providing the services for the Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act § 100.001, et seq., Texas Civil Practices and Remedies Code and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effect.

8. Proposer agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, the Texas Juvenile Probation Commission, and /or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.
9. Department will conduct regular financial and programmatic monitoring of proposer if proposer is paid in whole or in part with state funds to ensure performance of and compliance with contractual provisions between Department and proposer. If required by the Texas Juvenile Probation Commission, Department will complete and proposer will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor proposer's compliance with contractual requirements.

**PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**

Proposer(s) is to provide a standard fee proposal per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling based on the scope of services/work requested. Cost(s) to include all typed and signed documentation/reports to the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center". The department will not be financially responsible for missed appointments.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

**NUMBER OF COPIES TO BE SUBMITTED:**

Hidalgo County requires one (1) original submittal and seven (7) copies.

**SECTION III – SELECTION/EVALUATION/RANKING**

**SELECTION/EVALUATION/RANKING PROCESS:**

The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria"-Exhibit B. The participants will be ranked after evaluation of "Pool/Roster" by Hidalgo County Commissioners Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation is based on the criteria outlined below.

- (A) The Hidalgo County Commissioners and/or an Evaluation Committee (selected and/or designated by Hidalgo County Commissioners will review, score and evaluate the RFPs received in response to this "Request For Proposals".
- (B) After the RFPs have been reviewed, scored and evaluated, the committee will present the "Pool/Roster" grid to the Hidalgo County Commissioners Court for the purposes of ranking.

**Proposals will be graded on a 100-point system with emphasis on ability to service Judge Mario E. Ramirez, Jr. Juvenile Justice Center.**

1. **LICENSED PSYCHOLOGIST(S):** **(30 Points)**  
The "Licensed Psychologist(s) should provide information related to its Qualifications. The "Licensed Psychologist(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of certificates, licenses, permits, etc., required by the State of Texas and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the Services" as required. A list of, and scope of, similar projects for comparative purposes shall be included in response.
2. **UNDERSTANDING THE SERVICES/METHODOLOGY:** **(20 Points)**  
The "Licensed Psychologist(s)" must state, the approach and /or methodology, in achieving and rendering all services detailed and required as the "Licensed Psychologist" by the "Judge Mario E. Ramirez, Jr. If the

"Psychologist" currently has an active practice, the "Psychologist" must state in detail how services and requirements will be rendered as detailed for the "Request For Proposal". Psychologist(s) should include any local issues or concerns that directly affect the "Psychologist(s) understanding of the project.

3. **COST:** (20 Points)  
Provide fee cost based per psychological evaluation, psychological evaluation update/addendum, individual and/or family counseling, and group counseling as requested in scope of services and requirements.
4. **ABILITY TO COMMIT TO ALL REQUIRED "SERVICES"** (30 Points)  
The "Licensed Psychologist(s)" should provide as much background information as to its experiences in providing similar counseling services to juveniles, parents, groups, etc."

**NEGOTIATION PROCESS:**

Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan in order to create a "Pool/Roster" will be reviewed and considered in order to create "Pool/Roster". Emphasis will be placed on qualifications, experience, capability to perform the services as well as meeting the needs of the "Judge Mario E. Ramirez, Jr. Juvenile Justice Center for" - "Licensed Professional Psychologist(s) Services". Accuracy and completeness are essential. Hidalgo County / Judge Mario E. Ramirez Jr., Juvenile Justice Center reserves the right to reject any and all RFPs.

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**RFP SUBMITTED TO:** An original and seven (7) copies of RFPs should be submitted to:

**US Postal Mail Address:**

Martha L. Salazar, CPPB, Purchasing Agent  
Hidalgo County Purchasing Department  
Administration Building  
2812 S. Business Hwy 281  
Edinburg, Texas 78539

**Physical Address:**

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

RFPs must be submitted by **no later than 9:30 a.m. on Wednesday, April 15, 2009.** All costs and expenses associated with the preparation and submission of (rfp's, bids, proposals and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County / Judge Mario E. Ramirez, Jr. Juvenile Justice Center.

**HIDALGO COUNTY PURCHASING DEPARTMENT  
PARTICIPATING BIDDER'S LOG  
SPECIFICATIONS/BID PACKETS**

**RFB-RFP-RFQ**

**BID OPENING DATE:** April 15, 2009 **BID OPENING TIME:** 9:30 A.M.

**DEPARTMENT/BID DESCRIPTION:** "Expansion of Pool for Psychologists for Juvenile Probationers"

**BID NO.:** 2009-103-04-15-YZV

<b>NAME OF VENDOR: COMPANY/FIRM</b>	<b>BID REQUE ST *VIA</b>	<b>SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT</b>	<b>DATE</b>	<b>ADDRESS &amp; PHONE NO</b>
1. Gregorio Piña III PHD	TR/ Mailed	YZV TEL 992-0500	3/31/09	1200 S. Col. Rowe Blvd #B9 McAllen, Texas 78501
2. Robert H. Wisener	EM	YZV / TEL 687-2202 <a href="mailto:Lweiner3353@aol.com">Lweiner3353@aol.com</a>	3/31/09	730 Nolana Avenue McAllen, TX 78503
3. Joseph H. McCoy, PHD	EM	YZV/TEL 682-0385 <a href="mailto:mledesma@valleypsychologicalservices.com">mledesma@valleypsychologicalservices.com</a>	3/31/09	5313 S McColl Rd Edinburg, TX 78539
4. Ander Behavioral Center	EM	YZV/TEL 421-2727 <a href="mailto:secretary@anderbehavioral.com">secretary@anderbehavioral.com</a>	3/31/09	722 Morgan Blvd. #G Harlingen, TX 78552
5. Ramiro R. Ramirez PHD	EM	YZV/TEL 565-0655 FAX 565-5429 <a href="mailto:melwalram@aol.com">melwalram@aol.com</a>	3/31/09	FM 491 2719 Mile 4 N Mercedes, TX 78570
6.				
7.				
8.				
9.				
10.				

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

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

CONTRACT FOR SERVICES

THIS AGREEMENT is made effective the 19<sup>th</sup> of May 2009, by and between the **HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT**, a department of **HIDALGO COUNTY, TEXAS**, a political subdivision of the State of Texas (hereinafter "Department") and **Ramiro R. Ramirez, PhD** a resident of Hidalgo County, Texas (hereinafter "Contractor") to serve at the pleasure of the Department.

WITNESSETH:

WHEREAS, Department desires to contract with a person to provide the services necessary to act as a provider of professional medical and/or psychological counseling services for the youth probationers served by Department (the "Clients") that are more specifically set forth hereinafter; and

WHEREAS, Contractor has agreed to provide the services enumerated hereinafter for the Department.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, Department and Contractor agree as follows:

1. Contractor agrees to provide to Department and its Clients the services required of a Psychologist until replaced by Department. These services, but are not limited to:
  - (a) Conducting individual family and/or group counseling appropriate for the needs of each Client;
  - (b) Conducting psychological examination of the Clients as required by the Department;
  - (c) Conducting other evaluations and tests on each Client as required by the Department;
  - (d) Interpreting the results of any tests conducted under (b) or (c) above and submitting a written report to Department of the results of such tests and examinations, as required by Department;
  - (e) Developing implementing and monitoring appropriate counseling programs for the Client based on Contractor's experience, professional training and personal observations; and
  - (f) Serving on general call on a daily basis, except when out of town.

All records, notes and/or reports created by Contractor and relating to services provided under this Contract shall be retained by Contractor for a minimum of three (3) years following the termination of this Contract, and thereafter, until any pending audit or litigation and all questions arising there from concerning such records are resolved by a final unappealable determination of any applicable court or agency. Contractor agrees to provide Department, Texas Juvenile Probation Commission, and their employees, attorneys, and/or independent auditors access to such books and/or records to the extent permitted by any obligation of confidentiality between or among the Client and Contractor.

2. Contractor represents that it employs a psychologist licensed by the State of Texas and qualified to perform and execute the services provided above. If any such license is suspended or revoked, this Contract shall automatically be terminated as to such psychologist and Contractor shall immediately notify the Chief Juvenile Probation Officer of such suspension or revocation. In addition, under Section 236.006, Texas Family Code, Contractor certifies that the individual or business entity named in the Contract, bid or application is not ineligible to receive the specified grant, loan or payment and acknowledges that this Contract may be terminated if this certification is inaccurate.

3. Contractor shall prepare, maintain and submit all records that are designated, required or prescribed by either Department or the Texas Juvenile Probation Commission. In addition, Contractor shall permit Department and the Texas Juvenile Probation Commission to audit or inspect records and reports, review services and/or evaluate the performance of the services provided hereunder at any time, Contractor shall provide reasonable access to all records, books, reports and other pertinent data and information needed to accomplish review of activities, services and expenditures of the Department.

4. Contractor shall adopt and implement workplace guidelines concerning persons with AIDS and HIV infection and shall develop and implement guidelines regarding confidentiality of AIDS and HIV-related medical information for employees of Contractor and for Clients, inmates, patients and/or residents served by Contractor.

5. As consideration for the above and foregoing, Contractor shall submit a monthly billing statement to the Department (P.O. Box 267, Edinburg, Texas 78540). Said statement must provide and itemized list of services rendered to Department during the statement period, based on the following schedule of fees:

Psychological Evaluations	up to \$ <u>425.00</u> Maximum per Evaluation
Psychological Evaluations	up to \$ <u>250.00</u> Maximum per Evaluation
Update/Addendum	

Individual and/or Family Counseling	up to \$ <u>85.00</u> Maximum per Client per hour
Group Counseling	up to \$ <u>28.00</u> per person Maximum per Client per hour

Upon receipt of said statement, Department shall submit a requisition for payment of said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Department will notify Contractor when state funds are used to pay for services. Contractor will account separately for the receipt and expenditure of state funds received from Department. Contractor will comply with Department's specified accounting, reporting, and auditing requirements applicable to any state funds paid to Contractor under this contract. In any event, Contractor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Contract and to keep adequate books and records of all such receipts and/or expenditures.

6. Contractor must comply with all applicable Department and Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Contractor under this Contract. Notwithstanding the foregoing sentence, Contractor represents and maintains that it is an independent contractor and is not an employee of Department, Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Department, Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Contractor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

7. Department and Contractor agree that either party may terminate this Contract at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

8. Department hereby notifies Contractor that is Contract may be wholly or partially funded with state grant funds, and as such, this Contract shall be subject to termination without penalty, either in whole or in part, if funds are not available or are not appropriated by the Texas Legislature.

9. Contractor agrees to provide liability insurance covering its activities in providing the services for Department in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish Department a certificate issued by the insurer that such insurance is in full force and effort.

10. Except as otherwise herein provided, Contractor may not assign the obligations or rights under this contract to any person without the prior written consent of Department.

11. Unless earlier terminated as herein provided, this Contract shall terminate on February 16, 2010.

12. Contractor agrees to abide by all appropriate performance standards and sanctions and/or penalties that may be imposed by Department, Texas Juvenile Probation Commission, and/or the Criminal Justice Division, Office of the Governor pursuant to contracts and/or grant arrangements with such entities, if any.

13. Nothing in this Contract shall be constructed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirement and only during the time such conflict exists.

14. Department will conduct regular financial and programmatic monitoring of Contractor if Contractor is paid in whole or in part with state funds to ensure performance of an compliance with contractual provisions between Department and Contractor. If required by the Texas Juvenile Probation Commission, Department will complete and Contractor will cooperate with Department, upon request by Department, in furnishing such information and documentation as Department may require in completing the Texas Juvenile Probation Commission Private Service Provider Contractual Monitoring and Evaluation Report to monitor Contractor's compliance with contractual requirements. If Contractor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by Department,

or if Contractor fails to comply with any upon the giving of ten (10) days prior written notice to Contractor.

15. No waiver by Department of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

16. This Contract contains the entire agreement between the parties hereto, and each part acknowledges that neither had made (either directly or through any agent or representative) any representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by Department and Contractor, and not otherwise.

17. This Contract 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 Count, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

18. Except as may be otherwise specifically provided in this Contract, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Department:

Hidalgo County Juvenile Probation  
Department  
Attention: Israel "Buddy" Silva  
P.O. Box 267  
Edinburg, Texas 78540

If to Contractor:

Ramiro R. Ramirez, PhD  
2719 Mile 4 N  
Mercedes, Texas 78570

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is

personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

19. The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

20. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this contract.

21. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

~~22. The execution and performance of this Contract by Department and Contractor~~ have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes the valid and enforceable obligations of Department and Contractor in accordance with its terms.

EXECUTED as of the day and year first written above.

**HIDALGO COUNTY JUVENILE PROBATION  
DEPARTMENT**

By: \_\_\_\_\_  
Israel "Buddy" Silva, Jr., Director and Chief  
Juvenile Probation Officer

**HIDALGO COUNTY JUVENILE BOARD**

By: \_\_\_\_\_  
Hon. Mario E. Ramirez, Jr., 332<sup>nd</sup> District  
Court Juvenile Department Overseer

**CONTRACTOR:**

BY: \_\_\_\_\_  
Ramiro R. Ramirez, PhD

**AI-15464**  
**ReBate Check**  
**CC REGULAR**

**18.K.2.**

**Date:** 05/19/2009  
**Submitted By:** Nielda Cavazos, PURCHASING DEPT.  
**Submitted For:** Nielda Cavazos  
**Department:** PURCHASING DEPT.  
**Agenda Category:** Purchasing Department **Purchasing only:** Co. Wide

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**Information**

**CAPTION**

Approval to accept a 1st quarter 2009 rebate check (check #1380329) from Comdata in the amount of \$3.03.

**BACKGROUND**

Check date 5-1-09; rebate dated 4-29-09

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**Fiscal Impact**

**FISCAL YEAR:** 2009 **ACCT. #:** 9-1100-360-00-000-0-000  
**FUNDS AVAILABLE Y/N?:** Y **MATCHING FUNDS Y/N?:**  
**BUDGETARY IMPACT:**  
miscellaneous revenue received due to rebate check.

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**Attachments**

Link: [Rebate Check](#)

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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	Purchasing Department (Originator)	Marty Salazar	05/13/2009 03:00 PM	APRV
2	Budget & Management	Veronica Lopez	05/13/2009 04:06 PM	APRV
3	Ivan Cantu	Ivan Cantu	05/14/2009 10:01 AM	APRV
4	Auditor's Office		05/15/2009 05:51 PM	NEW

Form Started By: Nielda Cavazos  
Started On: 05/13/2009 01:14 PM  
Final Approval Date: 05/15/2009

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XI695

HIDALGO COUNTY PURCHASING DEPT

CHECK NBR 1380329 DATE 05/01/09

INVOICE	DESCRIPTION	DATE	P.O. NBR	GROSS AMT	DISCOUNT	NET AMT	
4/29/2009	1st Q 09 Rebate	04/29/09		3.03	0.00	3.03	
				<b>TOTAL</b>	<b>3.03</b>	<b>0.00</b>	<b>3.03</b>

MAY 13 2009  
*C. J. J. J.*

THIS DOCUMENT IS PRINTED ON TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW. DO NOT CASH IF NOT PRESENT.

**COMDATA**  
 A Ceridian Company  
 5301 Maryland Way  
 Brentwood, TN 37027

No. 1380329

**usbank**  
 East Grand Forks, Minnesota 56721  
 24-Hour Banking 1-800-673-3555  
 75-1592/912

PAY DATE 05/01/09

1380329

AMOUNT  
 \$ \*\*\*\*\*3.03  
 DOLLARS

THREE AND 03/100-----

TO THE ORDER OF  
 HIDALGO COUNTY PURCHASING DEPT  
 NIELDA CAVZOS  
 100 ECANO 4TH FLOOR  
 EDINBURG TX 78539

*[Handwritten Signature]*