AI-16505 **6.D.**

Claim of Luis Arechiga

CC REGULAR

Date:	07/21/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Luis Arechiga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:41 PM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/14/2009 02:49 PM

Final Approval Date: 07/17/2009

AI-16571 **6.E.**

C-1437-09-A; Robinson Martinez vs. The State of Texas, et al

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1437-09-A; Robinson Martinez vs. The State of Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 08:32 AM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Monica Badillo Started On: 07/16/2009 03:40 PM

Final Approval Date: 07/17/2009

AI-16574 **6.F.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 08:35 AM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Monica Badillo — Started On: 07/16/2009 03:47 PM

Final Approval Date: 07/17/2009

AI-16506 **7.D.**

Claim of Luis Arechiga

CC REGULAR

Date:	07/21/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Luis Arechiga

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:42 PM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Aida Alvarez — Started On: 07/14/2009 02:51 PM

Final Approval Date: 07/17/2009

AI-16573 **7.E.**

C-1437-09-A; Robinson Martinez vs. The State of Texas, et al

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1437-09-A; Robinson Martinez vs. The State of Texas, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 08:34 AM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Monica Badillo Started On: 07/16/2009 03:42 PM

Final Approval Date: 07/17/2009

AI-16575 **7.F.**

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-09-1958-D; Maria Anita Soliz v. County of Hidalgo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 08:42 AM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Monica Badillo — Started On: 07/16/2009 03:49 PM

Final Approval Date: 07/17/2009

AI-16565 **10.B.**

Authorization to sign applications

CC REGULAR

Date:	07/21/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and action authorizing Commissioners' Court Executive Officer to sign all documents relating to the Parking Lot Project (201 N. Closner, Edinburg, TX).

BACKGROUND

No funding required.
For future incoming documents.

Fiscal Impact

FISCAL YEAR: N/A **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No funding required.
For future incoming documents.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:57 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/17/2009 08:25 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Angela Garcia — Started On: 07/16/2009 02:18 PM

Final Approval Date: 07/17/2009

AI-16568 **10.C.**

457 Plan Hardship w/d

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of 457 Plan Hardship Withdrawal Request for Employee #034339

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 03:33 PM	APRV
2	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Monica Badillo

Started On: 07/16/2009 03:18 PM

Final Approval Date: 07/17/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Deferred Compensation Plan

Participant Name [redacted]

Address [redacted] lm, San Juan, Texas 78589

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

SECTION I – Ha

I understand that thi [redacted] be due to financial hardship only to the extent that the amount of the withdrawal is necessary to satisfy an immediate and heavy financial need. I represent that I have obtained all distributions, other than this withdrawal due to financial hardship, and all other non-taxable loans currently available to me under the Plan, as well as other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. In addition, a 10% penalty tax will apply unless I am at least 59 – ½ years of age or I use the funds withdrawn to pay certain deductable medical expenses as provided by law.

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

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

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

Hardship Requested $ 1,500.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

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

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

PARTICIPANT SIGNATURE X Yolanda Cisneros Date July 13, 2009

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-16585 **10.D.**

CIP - Process

CC REGULAR

Date:	07/21/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and possible action on Capital Improvement Plan, including but not limited to: CIP Process, Capital Projects and the Financing of Capital Projects

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Monica Badillo	Started On: 07/17/2009 05:13 PM
Final Approval Date: 07/17/2009	

AI-16493 **11.A.**

Settlement Checks - Fred Loya & The Republic Group

CC REGULAR

Date:	07/21/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

1. Approval to accept settlement check from Fred Loya Insurance Agency in the amount of $1,945.39 for damages to County property (Precinct 2).
2. Approval to accept settlement check from The Republic Group in the amount of $2,445.77 for an auto accident with County vehicle (Sheriff).

BACKGROUND

1. DOL: 06/02/09
   Property Incident

2. DOL: 04/02/09
   Auto Accident

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 01:43 PM	APRV
2	Damaris San Miguel	Damaris San Miguel	07/14/2009 05:15 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Aida Alvarez			Started On: 07/14/2009 09:06 AM	
Final Approval Date: 07/17/2009				

AI-16508 **12.B.**

Claim for fuel

CC REGULAR

Date:	07/21/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Pursuant to the Fuel Policy requesting approval of reimbursement to Salvador Luna, Vector Control in the amount of $30.00 (Tran. #1013435) for fuel purchased on June 29, 2009 for the HD-15 county truck with authority for county auditor to issue payment after review, audit, and processing procedures are completed.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 7-15-09 $27,063.32

Attachments

Link: Salvador Luna

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:44 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/15/2009 03:37 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Josie Escalante — Started On: 07/14/2009 03:47 PM

Final Approval Date: 07/17/2009

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Salvador Luna, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
	6-29-09	30.00	Stripes # 2216
TOTAL		30.00	acct# 9-1100-441-00-340-001-0-626

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: Salvador Luna

TITLE: Vector Control
PERSON MAKING PURCHASE

Before me Nora Gonzalez, a Notary Public, appeared Salvador Luna and on h__ oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H_ / S___ further stated h_ / s___ requested payment of the same.

(SEAL)

Nora Gonzalez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

NORA GONZALEZ
Notary Public, State of Texas
My Commission Expires
JAN. 10, 2011

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

Stripes # 2216
3509 Raul Longoria Rd.
EDINBURG, TX
956-316-4728

ID# 086959

TP48612261-001 STRIPES # 2216
3509 S RAUL LONGOR
EDINBURG TX 78

LD-15

Milage 082973

Descr.	qty	amount
UNLD CA #09 SELF @ 2.499/ G	12.003G	30.00
Subtotal		30.00
Tax		0.00
TOTAL		**30.00**
CASH	$	30.00

THANKS, COME AGAIN
ST# 2216 TILL XXXX DR# 1 TRAN# 1013435
CSH: RUBEN 06/29/09 20:38:37

Salvador Luna

Hidalgo County Health and Human Services Department

Ivan Melendez, M.D.,M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

Date: ***June 30, 2009***

To: ***JOSIE ESCALANTE***

From: ***SAL LUNA***

Thru:

Subject: ***GAS BILL***

I SAL LUNA AT 8:38 PM WENT TO GO GAS UP MY TRUCK AT STRIPES # 2216 TO GO SPRAY FOR MOSQUITOS. I INSERTED THE GAS CARD OUTSIDE AT THE PUMP AND IT READ SEE CASHIER...AT THIS TIME I WENT INSIDE THE STORE AND THE CLERK TOLD ME TO GO AHEAD AND FILL UP ..AT THIS TIME HE TOOK MY CARD AND PROGRAMED THE PUMP INSIDE AND TOLD ME TO FILL UP SO I DID AND WHEN I WENT BACK INSIDE THE STORE HE SWIPED THE CARD AND HE SAID THERE WAS NO CREDIT ON GAS CARD..SO I HAD TO PAY THE GAS FROM MY PERSONAL MONEY WHICH WAS $ 30.00.THANK YOU

9-1100-441-00-340-001-0-626

7/14/09 dB

AI-16509 **12.C.**

Claim for fuel

CC REGULAR

Date:	07/21/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Pursuant to Fuel Policy requesting approval of reimbursement to Eduardo Olivarez, in the amount of $51.00 (Invoice #162826) for fuel purchased on July 10, 2009 for the HD-28 county truck with authority for county auditor to issue payment after review, audit, and processing procedures are completed.

BACKGROUND

(Vehicle was operated by Fabian Luevano who could not cover the fuel expense.) (Account # 9-1100-441-00-340-001-0-626)

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-441-00-340-001-0-626

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

BUDGETARY IMPACT:

Available balance as of 7-15-09 $27,063.32

Attachments

Link: Eddie Olivarez

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 04:44 PM	APRV
2	Manuel Chapa	Manuel Chapa	07/15/2009 03:46 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Josie Escalante			Started On: 07/14/2009 04:03 PM	
Final Approval Date: 07/17/2009				

Stripes # 2216
3509 Raul Longoria Rd.
EDINBURG, TX
956-316-4728

mile 76,634.6 HD 28

TP48612261-001 STRIPES # 2216
3509 S RAUL LONGOR
EDINBURG TX 78

ID # 050543

Descr.	qty	amount
<CUSTOMER COPY>		
UNLD CA #07	22.377G	51.00
SELF @ 2.279/ G		
Subtotal		51.00
Tax		0.00
TOTAL		**51.00**
CREDIT	$	51.00

CARD TYPE: AMEX
CARD NAME: EDUARDO OLIVAREZ
ACCT NUMBER: XXXXXXXXXXX2000
TRANS TYPE: SALE
APPROVAL: 584799
INVOICE: 162826

APPROVED 584799
****

THANKS,COME AGAIN
ST# 2216 TILL XXXX DR# 1 TRAN# 1019816
CSH: SALVADOR CORONADO 07/10/09 11:26:10

9-1109-441-00-340-001-0-626
7/14/09 JB

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Eduardo Olivarez, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
162826	7/10/09	$51.00	Stripes # 2216
TOTAL		$51.00	

acct# 9-1100-441-00-340-001-0-626

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Chief Administrative Officer
PERSON MAKING PURCHASE

Before me Graciela Lopez, a Notary Public, appeared Eduardo Olivarez and on he oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. He / S___ further stated he / s___ requested payment of the same.

(SEAL)

Graciela Lopez
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

GRACIELA LOPEZ
Notary Public
STATE OF TEXAS
My Comm Exp 02-06-2010

APPROVAL: _____ DEPARTMENT HEAD

APPROVAL: _____ COUNTY AUDITOR

COUNTY AUDITOR'S FORM: MCJR-CA-004
REVISED: 01/01/2001

Hidalgo County Health and Human Services Department

Ivan Melendez, M.D.,M.B.A.
Health Authority/Chief Physician

Eduardo Olivarez
Chief Administrative Officer

MEMORANDUM

Date: ***July 14, 2009***
To: ***EDUARDO OLIVAREZ***
From: ***FABIAN LUEVANO*** 7.J
Thru: ***CHARDO RAMOS***
Subject: ***GAS***

On Friday 07/10/2009 around 10:30am I went to fill my unit at Stripes on Raul Longoria & Wisconcin Rd in Edinburg,Tx,. The card did not work at the pump outside but the cashier turned on the pump from in the store and I pumped gas and the card didn't work called the office then Mr. Olivarez went to the store and payed with his debit card in the amount $51.00, for Unit #28 milege: 76,634.6

AI-16482 **13.A.**

Fuel Reimbursement-Purchase Affidavit

CC REGULAR

Date:	07/21/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Pursuant to Fuel Policy requesting approval to reimburse Tommy Ureste for the purchase of fuel for Emergency Services vehicle in the amount of $45.33.

BACKGROUND

Lic. (51K-ZG8).

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-10-300-001-0-626

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

BUDGETARY IMPACT:

available balance of $5,977.46 as of 07/16/09.

Attachments

Link: TUreste Fuel Receipt

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 10:04 AM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 01:20 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Yolanda Orozco Started On: 07/13/2009 04:12 PM

Final Approval Date: 07/17/2009

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, Tommy Ureste, do hereby state that the item(s) listed on the invoice(s) named below
PURCHASER'S NAME
were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
926537	7/06/09	45.33	TA Travelcenter #235
TOTAL		45.33	

I further state that I was authorized to make such a purchase(s).

I therefore request reimbursement of this invoice (these invoices) from Hidalgo County and that payment be made payable to me.

SIGNATURE: _____

TITLE: Deputy Fire Marshal
PERSON MAKING PURCHASE

Before me Juan Martinez, a Notary Public, appeared Tommy Ureste and on his oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H e / S ___ further stated h e / s ___ requested payment of the same.

(SEAL)

NOTARY PUBLIC STATE OF TEXAS
JUAN MARTINEZ
My Commission Expires
May 02, 2012

_____
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

_____
APPROVAL: DEPARTMENT HEAD

_____
APPROVAL: COUNTY AUDITOR

COUNTY AUDITOR'S FORM: ARS-CA-004
REVISED: 11/23/2004

OFFICE OF THE COUNTY FIRE MARSHAL
County Of Hidalgo

MEMORANDUM

TO: Raymundo Eufracio, C.P.A.
Hidalgo County Auditor

FROM: Juan Martinez
Chief Deputy Fire Marshal

DATE: July 13, 2009

SUBJECT: Reimbursement – Fuel Receipt

On July 6, 2009 while conducting official business, Tommy Ureste, Deputy Fire Marshal stopped at TA Travel Center #235 in Edinburg, TX to fuel the County Vehicle. He was driving County Vehicle 2005 F-150 Ford Truck VIN # 1FTRF12W55NA55678, License Plates 51K-ZG8. The pump did not accept the Comdata Card and employee had to use his own personal credit card.

I am requesting that he be reimbursed for this receipt in the amount of $45.33. The Fire Marshal's account number is 9-1100-422-10-300-001-0-626.

2814 South Business Hwy. 281 ★ Edinburg, Texas 78539-6243 ★ (956) 318-2656 ★ Fax (956) 318-2697

THANK YOU
FOR SHOPPING
TA TRAVELCENTER #235
EDINBURG
TX 78541

---

027 Magaly
Register # 21.
Store: 0235
Receipt#: 2678

CUSTOMER COPY
Mon Jul 06 2009 18:28:51

Pump # 10 FUEL
19.053 Gallons @ $2.379 PPU
UNLEAD $45.33
000000001007

Coke Classic 20z $1.49TX
049000000443
personal →

Subtotal	$46.82
Tax Total	$0.12
Total	$46.94
VISA CARD	$46.94

TOTAL AMOUNT = $46.94
VISA
ACCOUNT#: XXXXXXXXXXXX0004

AUTHORIZATION # 774155
REF # 926537

DATE: 07-06-09 TIME: 18:32:02

PLEASE COME AGAIN!

We Value Your Feedback
Tell Us How We Did Today
Call 1-888-982-5528
TA Location #235

ITEMS 2

AI-16483 **13.B.**

2009 Interlocal Cooperation Agreement for Rural Fire Services
CC REGULAR

Date:	07/21/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's Office:
Discussion and approval of the following 2009 Interlocal Cooperation Agreement(s) between Hidalgo County and:

1. Elsa Fire Department
2. McAllen Fire Department
3. Alamo Fire Department

BACKGROUND

2009 Rural Fire Services Cooperative Agreement approved by CC 04/28/09 (AI-15198).

1. Elsa (1 original)
2. Mcallen (2 originals)
3. Alamo (2 originals)

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-0XX-0-841

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

BUDGETARY IMPACT:

*Please see attached Expenditure Summary for available balances as of 07/16/09.

Attachments

Link: Exp Summ
Link: McAllen Agreement
Link: Alamo Agreement
Link: Elsa Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 01:17 PM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 01:22 PM	APRV
3	Auditor's Office	Rolando Garcia	07/16/2009 02:27 PM	APRV

4	Roland Garcia	Rolando Garcia	07/17/2009 02:05 PM	APRV
5	Purchasing Department	Marty Salazar	07/17/2009 02:44 PM	APRV

Form Started By: Yolanda Orozco Started On: 07/13/2009 04:26 PM

Final Approval Date: 07/17/2009

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
9-1100-422-20-300-002-0-841	EMERG SRVS-ALAMO FD-AID TO GOVT AGENCY	96,000.00	.00	17,365.00	17,365.00	78,635.00	18.09
9-1100-422-20-300-007-0-841	EMERG SRVS-ELSA FD-AID TO GOVT AGENCY	88,000.00	.00	28,840.50	28,840.50	59,159.50	32.77
9-1100-422-20-300-012-0-841	EMERG SRVS-MCALLEN FD-AID TO GOVT AGENCY	18,000.00	.00	8,988.50	8,988.50	9,011.50	49.94
1100 GENERAL FUND		**202,000.00**	**.00**	**55,194.00**	**55,194.00**	**146,806.00**	**27.32**
9 YEAR		**202,000.00**	**.00**	**55,194.00**	**55,194.00**	**146,806.00**	**27.32**

Interlocal Cooperation Agreement between McAllen and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May, 2009, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of City of McAllen, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 AUTHORIZED BURNING – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 BEE ATTACK – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 CATEGORY – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 COUNTY FIRE MARSHAL – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 CITY/ENTITY - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 EMERGENCY SERVICES – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 FIRE DEPARTMENT - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 COUNTY FIRE INVESTIGATORS - Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 DEPUTY FIRE MARSHAL - Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL - pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL - any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION - the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm - The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM - The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING - Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that

the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION - The plants of an area or region, collectively - any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS - National Incident Management System

2.29 OPERATIONAL PERIOD - 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT - any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY - where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY - the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE - Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the

on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating

City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

~~3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user identification numbers (if available) to any County Fire Marshal communications radio.~~ RR 7/6/09

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be

referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 INVESTIGATIONS

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County.

The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I**	**(CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II**	**(CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III**	**(CIII)**	**Flat Rate of $ 425.00 per incident.**

(6.1.4.IV.) **CATEGORY IV (CIV)** **Flat Rate of $ 275.00 per incident.**

(6.1.4.V.) **CATEGORY V (CV)** **Flat Rate of $ 125.00 per incident.**

(6.1.4.VI.) **CATEGORY VI (CVI)** ***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. **CATEGORY I**. **A rate of 1000.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **FIREFIGHTING** (as primary department)
.2 **HAZARDOUS MATERIALS INCIDENT**
.3 **MASS CASUALTY**
.4 **RESCUE CALLS**
.5 **VEHICLE FIRE**
.6 **VEHICULAR EXTRICATION**
.7 **PUBLIC WORKS RESPONSE**
.8 **REGIONAL MEDICAL RESPONSE TEAM**
.9 **SECONDARY CITY/ENTITY** (in place of primary department.)
.10 **SPECIAL SITUATIONS**

6.1.4.II. **CATEGORY II**. **A rate of 600.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **UNAUTHORIZED BURNING**
.2 **AUTHORIZED BURNING**
.3 **MEDICAL CALL**
.4 **MUTUAL AID**

6.1.4.III **CATEGORY III. A Rate of $ 425.00 per incident**, as set forth, shall apply, during the terms of this Contract for:

.1 **WASH DOWN**
.2 **RECOVERY CALL - BODY**
.3 **BEE ATTACK**
.4 **PETROLEUM BASED INCIDENT STANDBY**
.5 **WIRELINE INCIDENTS**
.6 **LAW ENFORCEMENT ASSISTANCE**

6.1.4.IV. **CATEGORY IV.** At a rate of $ **275.00** per incident, as so stated, shall apply, during the term of this contract.

.1 **TRAFFIC CONTROL**
.2 **LANDING ZONE**

6.1.4.V. **CATEGORY V.** At a rate of $**125.00** per incident, as so stated, shall apply, during the term of this contract.
.1 **FALSE ALARM CALL**
.2 **GOOD INTENT CALLS**
.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto 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.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity City of McAllen

1300 Houston Ave.

McAllen, Texas 78501

If to County: County of Hidalgo
J.D. Salinas, III, County Judge
100 East Cano - 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

Richard F Cortez 7-10-09

By: Richard F. Cortez, Mayor Date

ATTEST:

Annette Villarreal - City Secretary

CITY OF McALLEN McALLEN, TEXAS

COUNTY OF HIDALGO

J.D. Salinas, III – County Judge Date

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP
By: _____
Stephen L. Crain

County of Hidalgo
Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

UNITS RESPONDING: _____ UNITS COMMITTED: _____

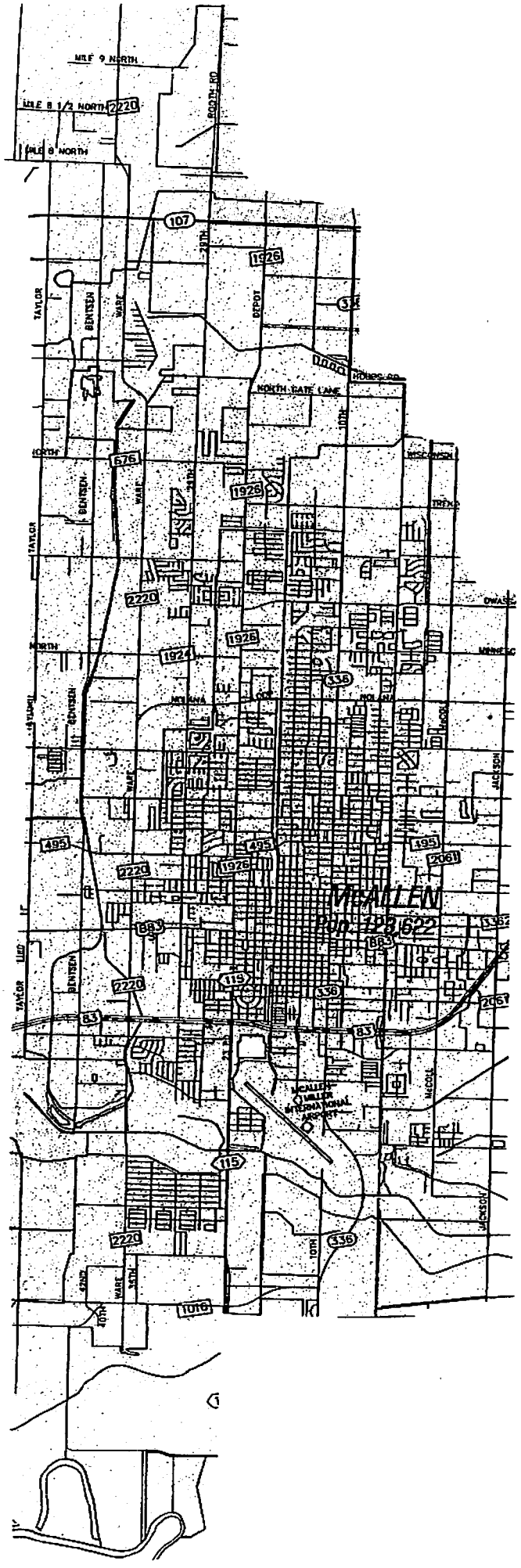
OF PERSONNEL: ____ MILEAGE (ROUND TRIP): ____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____ MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED: ___$125.00 ___$275.00 ___$425.00 ___$600.00 ___$1000.00

HCFMO Approval Amount : ___$125.00 ___$275.00 ___$425.00 ___$600.00 ___$1000.00


MILE 9 NORTH
MILE 8 1/2 NORTH
2220
MILE 8 NORTH
BOOTH RD
107
1926
TAYLOR
BENTSEN
WARE
DEPOT
10TH
NORTH GATE LANE
HOMES RD
576
2220
1924
495
1926
2061
McALLEN
Pop. 128,622
83
119
336
115
1016
MCCOLL
JACKSON

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18 day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of ALAMO, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. CATEGORY V. At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 FALSE ALARM CALL

.2 GOOD INTENT CALLS

.3 SERVICE CALLS

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto 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.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity _____

_____

_____, Texas _____

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

By: _____ Date 7/14/09

ATTEST:

City Secretary

COUNTY OF HIDALGO

_____ _____

J.D. Salinas, III – County Judge Date

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP
By: _____
Stephen L. Crain

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: _____ GIVEN: _____ RECEIVED: _____ DEPARTMENT: _____

_____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

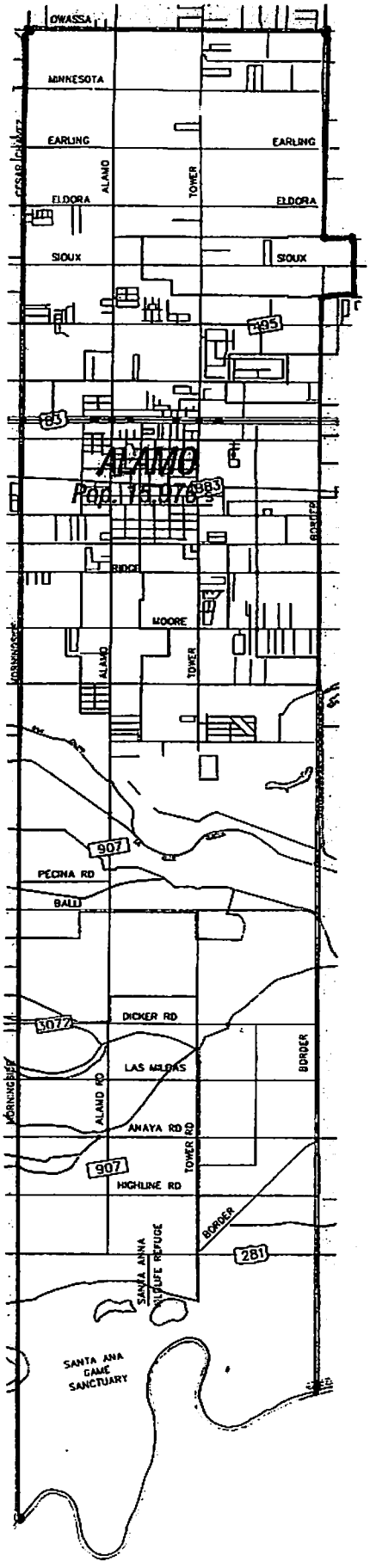
UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:_____ MILEAGE (ROUND TRIP):_____ ADVISED OUNTY FIRE MARSHAL: YES _____ NO: _____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


OWASSA
MINNESOTA
EARLING
EARLING
ELDORA
ELDORA
SIOUX
SIOUX
ALAMO
TOWER
495
83
ALAMO
Pop. 15,076
RIDGE
MOORE
907
PECINA RD
BALL
DICKER RD
3077
LAS MILPAS
ALAMO RD
ANAYA RD
TOWER RD
907
HIGHLINE RD
BORDER
281
SANTA ANNA WILDLIFE REFUGE
SANTA ANA GAME SANCTUARY

CITY OF ELSA

Interlocal Cooperation Agreement between _____ and Hidalgo County, Texas.

STATE OF TEXAS

COUNTY OF HIDALGO

THIS CONTRACT made on the 18th day of May, by and between the COUNTY OF HIDALGO, TEXAS, hereafter called County, and the City of ELSA, TEXAS, a municipal corporation/non-incorporated area hereinafter called CITY/ENTITY, is made under the authority of Chapter 791.001, Texas Government Code to be effective on the _____ day of _____, 2009.

City/Entity and County are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., which authorizes local governments to contract with each other to perform Governmental functions under the terms of the Act.

1.0 TERMS

1.1 This contract shall be for a period commencing on _____, and shall terminate on December 31, 2009.

1.2 After December 31, 2009, this Contract, unless terminated as provided elsewhere shall be renewed on a month-to-month basis until re-negotiated by mutual consent of both parties.

1.3 Either party has the option to terminate this Contract by written notification, sixty (60) days prior to cancellation.

1.4 The Rural Emergency Service Incident Report (Exhibit "A") form must be utilized as part of the monthly report submitted to the County Fire Marshal or his designee.

1.5 Any modifications to invoices shall be approved by both parties. Denial of any reimbursement shall be made within ten (10) working days after receipt of such invoice by the County Fire Marshal. Invoices which are approved shall be paid no later than thirty (thirty) days upon receipt of invoice by County.

2.0 DEFINITIONS

2.1 **AUTHORIZED BURNING** – any incident that requires the City/Entity non-emergency response at the Fire Marshal's request to supervise and manage a controlled burn. This does not preclude the property owner from making direct arrangements with the City/Entity for the supervision. Property owner must have in their possession a valid burn permit issued by the Fire Marshal and any other State or Federal authority, adequate equipment and resources on the property to deal with any contingencies.

2.2 **BEE ATTACK** – Any response to a situation where there is an on-going attack or a recent attack that requires first responder entrance into the immediate scene to rescue any person(s); or where there is an immediate danger to the general public from a moving swarm.

2.3 **CATEGORY** – All responses shall be categorized in a category that will be enumerated as I, II, III, IV, V, and VI. Categories are designed to simplify reporting, queries and reimbursement requests.

2.4 **COUNTY FIRE MARSHAL** – the person appointed by the Commissioners Court who is responsible for the administration of fire investigations, fire safety inspections, and fire prevention activities, administration of the Rural Emergency Services Contract and enforcement of the most recently adopted International Fire Code. This is a licensed peace officer position and includes any Deputy Fire Marshal.

2.5 **CITY/ENTITY** - Parent organization for Fire Department whose members are full time, part time, paid or unpaid volunteers, and for the purposes of this contract includes any elements from any public works department that are requested or deployed to assist with the suppression, control or extinguishment of a fire.

2.6 **EMERGENCY SERVICES** – call for services provided by the City/Entity in rural and un-incorporated areas within Hidalgo County.

2.7 **FIRE DEPARTMENT** - any fire suppression based organization whose members are paid, volunteer, or any combination thereof, that has the capability, capacity, training and ability to respond to emergency situation.

2.8 **COUNTY FIRE INVESTIGATORS** – Those officers designated as such, by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.9 **DEPUTY FIRE MARSHAL** – Those officers designated and commissioned as peace officers by the County Fire Marshal that are responsible for all duties which may be assigned by the County Fire Marshal.

2.10 ELECTRICAL – pertaining to or operated by electricity, electrical current used or regarded as a source of energy and/or power.

2.11 EMERGENCY CALL – any request for assistance from a City/Entity, primary or secondary, that requires the use of visual and/or audible emergency notification equipment in its' response. The discretion of the use of the visual/audible equipment shall be within the rules and regulations and/or policies and procedures of the responding fire department.

2.12 EXPLOSION – the sudden loud release of energy and a rapidly expanding volume of gas that occurs when a bomb detonates or gas explodes; a bursting with a loud noise, or a shattering of something into many pieces; a loud noise that occurs suddenly.

2.13 False Alarm – The willful and knowing initiation or transmission of a signal, message, or other notification of an event of fire when not such danger exists.

2.14 FALSE ALARM CALL - Any emergency response to a mischievous or malicious call; or fire alarm system malfunction that require fire personnel to investigate the scene or incident to make a determination as to whether or not there is a fire. If there are two or more alarms at the same location for the same reason, and from the same source, the responding City/Entity must notify the Fire Marshal by the next working date, so the property owner may be notified. The Fire Marshal shall notify the property owner and/or alarm company that any future response may result in a Class C Misdemeanor citation to the person responsible for maintaining the alarm.

2.15 FIRE ALARM – The giving, signaling or transmission to any public fire station, or company, or to any officer or employee thereof, whether by telephone, spoken word or otherwise, of information to the effect that there is a fire at or near the place indicated by the person giving, signaling, or transmitting such information.

2.16 FIREFIGHTING – Any working fire upon arrival, that involves any structure - standing or collapsed and smoldering; an explosion with or without fire, a petroleum based fire; any fire that is fueled by natural vegetation, including brush or grass; any fire involving rubbish that encompasses an area greater than one-half acres or one-half city block measured at 150'x 150'.

2.17 GOOD INTENT CALLS – Any emergency call response where fire personnel were summoned, but were not required to deal with the incident, there was no actual incident, where no actual services, investigation, or standby was rendered or needed. Response to this type of call must come through a dispatch point.

2.18 HAZARDOUS MATERIAL INCIDENT – any response to any incident at the first responder level, as defined by the Environmental Protection Agency and/or the Texas Commission on Environmental Quality and includes, hazardous material containment, i.e. fuel spills, from any vehicle, including motor vehicles, trains, motorcycle or aircraft.

2.19 ICS – Incident Command System, as defined by the National Incident Management System.

2.20 INCORPORATED AREA - any area(s) within Hidalgo County that exist at time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city.

2.21 LANDING ZONE – Any response where the sole purpose is to establish and assist in providing any helicopter landing zone.

2.22 LAW ENFORCEMENT ASSISTANCE – any non-fire assistance rendered any law enforcement agency, and includes, but is not limited to – vehicle recovery (water), traffic control, crowd control, and "standing-by" for any situation in pursuance of a law enforcement mission.

2.23 MASS CASUALTY INCIDENT – all emergency rescues and/or recovery of victims, eight (8) victims or more, from any major incident or accident, i.e. aircraft, any passenger transportation bus, regardless of cause, building collapse, or assembly area.

2.24 MEDICAL CALL – In an emergency situation, under exigent circumstances, where there is a delayed response by the contracted EMS provider and the situation dictates immediate medical attention due to the delay by the EMS provider. It does not include immediate first aid to stabilize a victim at a scene, when already on scene. This section is not to be construed as a reimbursement plan for a fire-based department that operates an emergency medical service (EMS) otherwise covered by any other contracts that are already in place.

2.25 MUTUAL AID – Situations where a City/Entity is requested to assist another City/Entity to perform any emergency services pursuant to the provisions of Section IV or an emergency situation where a primary responding City/Entity requests assistance from another City/Entity or Department.

2.26 MUTUAL AID – A Primary City/Entity response to an emergency event where the situation is of such magnitude, either upon arrival or during the actual response, that the primary city/entity must declare a multiple alarm and request response from one or more Secondary City/Entity(s) and such assistance is necessary to control, extinguish, or otherwise assist with the response., this includes any element of public works that is called upon to help achieve the objective. Each Secondary City/Entity summoned and that responds is eligible to receive the rate of pay as the primary city/entity. The Fire Chief or designee, for the Primary City/Entity must submit written documentation detailing the reason for a multiple alarm. The call for additional resources made by the Primary City/Entity from the Secondary City/Entity may be based on the extenuating circumstances, and may be made by the on-scene incident commander, and must go through a dispatch point with approval from the most senior officer that is on duty for the City/Entity. The Fire Marshal and/or Emergency Management Coordinator may authorize and/or request mutual aid at any time whether or not on-scene, when the request is made directly to them.

2.27 NATURAL VEGETATION – The plants of an area or region, collectively – any plant life, present in or produced by nature, whether growing or not. Fuel for a wild-land or grass fire.

2.28 NIMS – National Incident Management System

2.29 OPERATIONAL PERIOD – 12 hour standard as recognized by the National Incident Management system.

2.30 PETROLEUM BASED INCIDENT – any incident or fire whose main fuel source includes propane, natural gas, liquefied gas, crude or refined oil or any other petroleum based product that may be used or processed as fuel or as a precursor for fuel. It also includes any storage container, conveyance of said product, whether by motor vehicle, pipeline or any other type of transport medium.

2.31 PETROLEUM BASED INCIDENT STANDBY – where the response is for valve shut off / capping at or before the source and/or to stand-by for utility company response.

2.32 PRIMARY CITY – the City/Entity who is a party to this contract with the County that is assigned to respond as the lead fire-based response agency to an area where the emergency occurred as per Section II, Paragraph A, of this contract. This may be based on geographical assignments or capability.

2.33 PUBLIC WORKS RESPONSE – Any incident response that requires operational support elements from what is commonly referred to as Public Works, to respond to an emergency situation, to help mitigate, control, or otherwise facilitate the overall response. This response may only be requested and authorized by the on-scene Incident Commander through the Fire Marshal or County Emergency Management Coordinator.

2. 34 RECOVERY CALL – Body - Any recovery of a drowning victim from any body of water.

2.35 REIMBURSEMENT PLAN – method by which a City/Entity is reimbursed by the County for emergency services rendered in any rural area within Hidalgo County.

2.36 REGIONAL MEDICAL RESPONSE TEAM – response to any special situation to provide medical assistance and support for any first responder regardless of discipline. Any response for mass casualty incident to assist with medical triage or treatments of victims.

2.37 RESCUE CALLS – Any emergency rescue of person(s) in water. Any emergency rescue or extrication of person(s) from any enclosed area, i.e. elevators, building collapse, confined rescue, etc.

2.38 RESPONSE AREA – the geographical area assigned to the City/Entity within the rural areas of the County, wherein the respective City/Entity would be responsible for primary response to an emergency call for service.

2.39 RUBBISH – trash, garbage, or other unwanted things, and includes any tangible item discarded, collected, or recycled.

2.40 RURAL AREA – any non-incorporated areas within Hidalgo County, as they exist at the time of execution thereof, and as they may be amended by reasons of annexation and/or de-annexation of property by any respective city or any incorporated area within Hidalgo County that does not provide it's own emergency services or response.

2.41 RURAL RESPONSE DISTRICT – The area designated for the respective Primary City/Entity for emergency response within a delineated geographical area as depicted and described in Exhibit "B", attached hereof. The rural response district may be amended from time to time pursuant to Section III, Subsection B.

2.42 SEARCH and RESCUE CALLS – all rescues of person(s) whether living or dead, from water, high angle, confined space, or all rescue/extrication of person(s) from entanglement, entrapment, enclosed areas, elevators, building collapse, recovery of victim(s), i.e. drowning, heat exhaustion, etc.

2.43 SECONDARY CITY – the City/Entity who is a party to a cooperative agreement with the County and is assigned or requested to respond to assist the primary city in any type of emergency response to an area where the emergency occurred as per Section III, Subsection B of this contract. The response may occur anywhere within the County and may be based on geographical assignment or capability.

2.44 SERVICE CALLS – any call involving unauthorized burning, smoke scare, mischievous or malicious calls, and alarm system malfunctions requiring fire personnel to deal with an incident, but where no actual services, investigation or standby was rendered or needed.

2.45 SPECIAL SITUATIONS – Any situation in which the City/Entity performed in a manner that is not covered in any of the above described situations, or for an extended period of time (more than one operational period). The Fire Chief must justify the exigent circumstances for the response to the incident and reason for reimbursement request. If the response by the City/Entity covers two or more operational periods, this fee may charged per day, above and beyond any other fees.

2.46 STRUCTURE – any construction, or any production or piece of work artificially built or composed of parts joined together in some definite manner, that is built, under construction or constructed and it includes any edifice, or building of any kind.

2.47 TRAFFIC CONTROL – Any incident response where the nature of the call is strictly for traffic control assistance.

2.48 UNAUTHORIZED BURNING – that requires City/Entity personnel emergency response to and to deal with the public and/or manage property owner extinguishment. Rubbish fires are excluded from this category, unless they fall under the auspices of Section 4.a.1. An unauthorized burn is any fire regardless of size and scope, where the property owner; does not have a valid burn permit; is conducting the burn outside the scope and authority of a valid burn permit, or initiates any fire during a burn-ban period.

2.49 VEHICLE – has the same meaning found in the Texas Transportation Code – Subtitle C. Subchapter C. Section 541.201.23.a

2.50 VEHICULAR ACCIDENT – any motor vehicle or automobile collision regardless of amount of or type vehicles involved.

2.51 VEHICULAR EXTRICATION – any emergency extrication of person(s) from wreckage entanglement as a result of an automobile collision, regardless of motor vehicle type.

2.52 VEHICLE FIRE – A working fire – upon arrival that involves any commercial vehicle or three (3) or more passenger vehicles.

2.53 VEHICULAR – relating to, involving, or for use by vehicles, especially motor vehicles; caused by or resulting from the operation of a vehicle

2.54 WASH DOWN – Any petroleum based spill where there is no fire and the spill is under thirty-five (35) gallons. I.e. roadway, parking lots, etc. that requires a wash down – no vehicular accident.

2.55 WILDLAND FIRE - Any fire occurring in vegetation areas regardless of ignition sources, damages or benefits. An uncontrolled fire in grassland, brushland, or land sown to crops. For the purposes of this contract any fire within the confines of the above definitions that requires a response of three (3) or more City/Entity departments to manage and control.

2.56 WIRELINE INCIDENTS – where the response is such nature that there is a "downed-wire" or "low-hanging wire" - but no fire, and the responding City/Entity must standby and await the arrival of a utility company. Any situation where there is immediate danger to the public from an electrical wire, and the situation dictate immediate traffic control, or public redirection.

3.0 CITY/ENTITY RESPONSIBILITIES

3.1 City/Entity hereby agrees to provide emergency fire response based services, if resources are available, to the geographically assigned Rural Response District, within the County, as may be required by the County Fire Marshal or otherwise as delineated within this contract.

3.2 City/Entity hereby agrees to the designation of Primary (response) City within their designated Rural Response District as depicted in the attached map, as Exhibit "B". Each City/Entity Rural Response District may be amended from time to time during the period of this contract by annexation or de-annexation of property by any respective city(s), or by agreement of the County Fire Marshal, and Fire Chief(s) responsible for the existing Rural Response District. The Response Districts and assigned City/Entity will be provided to the designated 911 Coordinator and the Sheriff's Office. A map depicting the Rural Response Districts of all participating City/Entity(s) shall be maintained and provided upon request by the County Fire Marshal, at their designated office.

3.3 City/Entity agrees to provide the County Fire Marshal, upon request, with any and all records, reports, and documents, to include, but not limited to, statistics, data, calls for service records, dispatch logs, and any other records or other documents necessary to support the invoice or request for reimbursement as herein provided. In the absence of the Fire Marshal, said records, reports, and documents may be provided to the County Judge or his designee. The standard reimbursement request shall be timely submitted.

3.4 City/Entity agrees that in multi-agency response calls, the communications interoperability radio channels will be used as primary communications with the designated incident commander. The Incident Commander or assigned communications officer may designate user and sub-user groups as necessary.

3.5 City/Entity agrees to allow the County Fire Marshal, full access to any and all operational communications frequencies / talk groups, that the City/Entity operates on and authorize the County Fire Marshal to use those frequencies/talk groups during a response to a designated emergency situation that the City/Entity responds to. This will include assigning user-identification numbers (if available) to any County Fire Marshal communications radio.

3.6 City/Entity agrees to practice NIMS/ICS during any multi-agency – multi-tiered response.

3.7 City/Entity agrees to provide its' own insurance for equipment, vehicles, and personnel used in performing any of the services described herein. Emergency vehicles and fire-fighting equipment must be owned and/or managed by the City/Entity. City/Entity agrees to provide proof of current and adequate vehicle, equipment and workmen's compensation insurance to the County upon submission of this contract or upon request from the County Fire Marshal.

3.8 During extended operations as designated by the Incident Commander, the City/Entity agrees to provide adequate hydration and sustenance for its' firefighters/emergency response personnel.

3.9 City/Entity agrees that it will not cause, create or allow any type of "roving-patrols" or "smoke-hunting" operations by full-time employees, volunteers or paid-volunteers, in an effort to seek out emergency responses. Any simple trash burning calls will be referred to the appropriate law enforcement agency, i.e . Fire Marshal, Constable Office or Sheriff's Office, unless the activity is requested and authorized by the Fire Marshal in writing during an emergency situation, burn ban period, or fireworks ban period.

4.0 COUNTY RESPONSIBILITIES

4.1 In consideration for the City/Entitys' Rural Emergency Services, the County will reimburse the City/Entity in the manner provided herein.

4.2 The County shall designate a person and office that shall be known as the County Fire Marshal and County Fire Marshal's Office, who shall have the following responsibilities;

4.2.1 ADMINISTRATION

a. Administration of Fire Marshal's Office
b. Cause Burn Ban Signs (during designated times) to be displayed in conspicuous locations at all major roadway entrances to the County.
c. Commercial Building Inspections
d. Fire Safety Inspections
e. Adult and Child Day Care Facility Inspections
f. Health Care Facility Inspections
g. Existing and New Construction Inspections
h. Implementation and Enforcement of the most current version of the International Fire Code.
i. Issuance and Regulation of Burn Permits in Rural County areas
j. Monitor weather conditions and cause burn bans and fireworks bans to be enacted by the Commissioners Court, as appropriate.
k. Plat/Plan Reviews and approvals

4.2.2 **INVESTIGATIONS**

a. Conduct Fire Investigations
b. Assist and guide other law enforcement agencies with Fire Code violations and enforcement.
c. Provide Information and Reports
d. Provide assistance to municipal departments with Fire Investigations, upon request.
e. Issue Citations, make arrests, and file criminal cases as appropriate.

4.2.3 **FIRE PREVENTION**

a. Plan, coordinate and direct activities.
b. Conduct and participate in training with all Fire Departments.
c. Acquire and maintain equipment.
d. Conduct public education.
e. Perform fire safety presentations.

4.2.4 **ADMINISTER RURAL EMERGENCY SERVICES CONTRACT**

a. Review and process all requests for reimbursements.
b. Will confer with appropriate Fire Chief on any discrepancies on requests for reimbursement.

4.2.5 **RESPONSE**

a. When requested, respond to a fire scene within a reasonable time to conduct an investigation into the cause of the fire.
b. Will respond to any major incidents.
c. Will integrate into the NIMS/ICS structure as appropriate
d. Will assist the Incident Commander with any duties as assigned.
e. Will provide Law Enforcement assistance/coordination as needed

5.0 LIABILITY

5.1 City/Entity and County agree pursuant to Section 352.004, Texas Local Government Code that the acts of any person or persons travelling to or from or in a manner as defined in Section III, shall be deemed as the acts of agents or employees of the County in all respects, notwithstanding such person or persons may otherwise be employees or firefighters of the City/Entity.

5.2 The County of Hidalgo agrees that it will provide general liability insurance coverage for liabilities caused by vehicles, equipment, and personnel of the City/Entity performing such services under this Agreement. City/Entity shall be responsible for any damage to its vehicles or equipment used in performing services under this Agreement. Each party agrees that it shall provide general liability insurance coverage for the action of their employees and firefighters.

5.3 Nothing herein shall be construed to prevent either party from becoming self-insured. Each City/Entity participating and entering into this contract must provide written proof of insurance to the County when submitting the contract for approval. Upon request by the County or it's duly authorized representative, the City/Entity must provide documentation of completion of any other State or Federal fire-fighting training requirements.

5.4 If either party cannot acquire the insurance required herein, this Agreement shall be void and the parties shall negotiate their respective obligations regarding emergency services response in the rural areas of Hidalgo County at the time. If at any time during the year the respective City/Entity loses its insurance capacity, it must immediately report this to the Fire Marshal and cease any responses to their assigned Rural Response District.

6.0 REIMBURSEMENT PLAN

6.1 County shall reimburse City/Entity for services provided hereunder in a lump sum with payment to be made monthly as follows:

6.1.1 City/Entity shall keep true and accurate records of all rural emergency services provided hereunder and shall submit, on a monthly basis, any Rural Emergency Service Incident Reports to the County Fire Marshal by the 15th calendar date of the following month in which the emergency services were provided. If the 15th calendar date falls on a weekend or holiday, the monthly reports shall be due by the next business date. Reporting is a prerequisite to receiving payments from the County. The Rural Emergency Service Incident Report form(s) shall be required as part of the monthly report. Accident Prevention Plan documentation is required from any City/Entity that utilized the County Worker's Compensation Policy, as described in Section V. (c).

6.1.2 County shall communicate and provide a written itemized list of emergency services not approved for reimbursement or any change in the reimbursement rate / category to the City/Entity with an explanation for the disapproval or change to the Fire Chief of city/entity for his approval or challenge within ten (10) working days of receipt of invoices from City/Entity.

6.1.3. County Fire Marshal shall accumulate records of all rural emergency service responses provided by all City/Entity(s) within Hidalgo County and shall calculate the amount due each City/Entity.

a. Any and all disputes of City/Entity reports shall be addressed directly to the Fire Marshal and/or the City/Entity in writing.

b. If a resolution of dispute for emergency response services cannot be reached, the reporting City/Entity may appeal to the Hidalgo County Commissioner's Court.

6.1.4. For all rural emergency calls serviced by the City/Entity within its emergency response district, City/Entity shall receive a monthly lump-sum payment for all services, corresponding to that year, in accordance with the following payment schedule and categories;

(6.1.4.I.)	**CATEGORY I (CI)**	**Flat rate of $1000.00 per incident.**
(6.1.4.II.)	**CATEGORY II (CII)**	**Flat Rate of $ 600.00 per incident**
(6.1.4.III.)	**CATEGORY III (CIII)**	**Flat Rate of $ 425.00 per incident.**
(6.1.4.IV.)	**CATEGORY IV (CIV)**	**Flat Rate of $ 275.00 per incident.**
(6.1.4.V.)	**CATEGORY V (CV)**	**Flat Rate of $ 125.00 per incident.**
(6.1.4.VI.)	**CATEGORY VI (CVI)**	***Based on expenditure on a case by case basis. Must have pre-approval by County Fire Marshal or County Emergency Manager, and only during a declared emergency or declared disaster, or any incident involving more than one operational period.***

6.1.4.I. CATEGORY I. A rate of 1000.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 FIREFIGHTING (as primary department)
.2 HAZARDOUS MATERIALS INCIDENT
.3 MASS CASUALTY
.4 RESCUE CALLS
.5 VEHICLE FIRE
.6 VEHICULAR EXTRICATION
.7 PUBLIC WORKS RESPONSE
.8 REGIONAL MEDICAL RESPONSE TEAM
.9 SECONDARY CITY/ENTITY (in place of primary department.)
.10 SPECIAL SITUATIONS

6.1.4.II. CATEGORY II. A rate of 600.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 UNAUTHORIZED BURNING
.2 AUTHORIZED BURNING
.3 MEDICAL CALL
.4 MUTUAL AID

6.1.4.III CATEGORY III. A Rate of $ 425.00 per incident, as set forth, shall apply, during the terms of this Contract for:

.1 WASH DOWN
.2 RECOVERY CALL - BODY
.3 BEE ATTACK
.4 PETROLEUM BASED INCIDENT STANDBY
.5 WIRELINE INCIDENTS
.6 LAW ENFORCEMENT ASSISTANCE

6.1.4.IV. CATEGORY IV. At a rate of $ 275.00 per incident, as so stated, shall apply, during the term of this contract.

.1 TRAFFIC CONTROL
.2 LANDING ZONE

6.1.4.V. **CATEGORY V.** At a rate of $125.00 per incident, as so stated, shall apply, during the term of this contract.

.1 **FALSE ALARM CALL**

.2 **GOOD INTENT CALLS**

.3 **SERVICE CALLS**

CATEGORY VI – *This is a special category designed to reimburse City/Entity for any consumables during a declared state of emergency or declared state of disaster, or wherein response efforts are prolonged due to exigent circumstances; involve more than one operational period, and City/Entity is forced by the very nature of the incident to continue operations in the interest of public safety, and include nourishment and hydration products. City/Entity are expected to respond as a self-sufficient organization for at least one operational period.*

7.0. ASSIGNMENT

In the event a Rural Fire District(s) is created for the rural, non-incorporated areas of Hidalgo County, this contract may be assigned by County to such District, and City/Entity shall look solely to the District(s) to perform and assume all Obligations and Responsibilities of County.

8.0. AUDIT

Any and all requests from City/Entity for reimbursement from County or any past reimbursements made under this contract shall be subject to audit by the County Auditor's Office, and/or the Fire Marshal. Should an audit procedure be invoked, City/Entity agrees to provide any and all records, photographs, videos, or other documents, pertaining to any request or claim for reimbursement made or paid hereunder that are requested by the Auditor or Fire Marshal. Should the County Auditor determine that any payments made were not properly claimed under the terms of this contract, City/Entity agrees to remit the amount of payments so found by the County Auditor to the County within 10 working days, following the date of receipt of City/Entity of County Auditors written determination of same.

9.0. MISCELLANEOUS

9.1 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 the 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.

9.2 NO WAIVER. No waiver by any party hereto 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.

9.3 ENTIRE AGREEMENT – This agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or indirectly 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.

9.4 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.

9.5 NOTICE. Except as may be otherwise specifically provided in this Agreement, all notices, demands, request for 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 pre-paid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been therefore specified by written notice delivered in accordance herewith:

If to City/Entity City of Elsa
P.O. Box 427
Elsa, Texas 78543

If to County: County of Hidalgo

J.D. Salinas, III, County Judge
100 East Cano – 2nd Floor, Edinburg, Texas 78539 or
P.O. Box 1356, Edinburg, Texas 78540

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 of 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.

9.6 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.

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

9.8 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.

9.9 GENDER and NUMBER. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine, or neutral gender, and the singular shall include the plural whenever and as often as may be appropriate.

9.10 AUTHORITY TO EXECUTE. The execution and performance of this Agreement by each of the parties hereto has been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and the Agreement constitutes, the valid and enforceable obligations of the parties hereto in accordance with its terms.

9.11 PERFORMANCE of GOVERNMENT FUNCTIONS. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions, and will pay for such services out of current revenues available to the paying party as herein provided.

WITNESS THE HANDS OF THE PARTIES

(In duplicate originals effective on the day both parties signatures are executed.

CITY OF

By: _____

6/8/09
Date

ATTEST:

_____
City Secretary

COUNTY OF HIDALGO

_____
J.D. Salinas, III – County Judge

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, LLP
By: _____
Stephen L. Crain

County of Hidalgo

Rural Emergency Service Incident Report

(FORM MUST BE COMPLETE IN INK OR TYPED ON ALL INCIDENTS FOR REIMBURSEMENT) (Exhibit A)

DEPARTMENT: _____ COUNTY INCIDENT: _____

DATE :_____ALARM TIME :_____ARRIVAL TIME: _____DEPART TIME: _____

SITUATION REPORTED:_____ SITIUATION FOUND: _____

MUTUAL AID: ____ GIVEN: ____ RECEIVED: ____ DEPARTMENT: _____

____ NON-APPLICABLE DEPARTMENT: _____

CALLER NAME: _____ REQUESTING PERSON: _____

CALLER NAME: _____ METHOD OF ALARM: _____ 911

CALLER ADDRESS: _____ OTHER: _____ PHONE: _____

CALLER PHONE: _____ WALK-IN: _____

INCIDENT LOCATION: _____

OCCUPANT NAME: _____ OWNER NAME: _____

OWNER ADDRESS: _____

OWNER PHONE #: _____ OCCUPANT PHONE #: _____

INCIDENT CAUSE: _____

TYPE OF ACTION TAKEN: _____

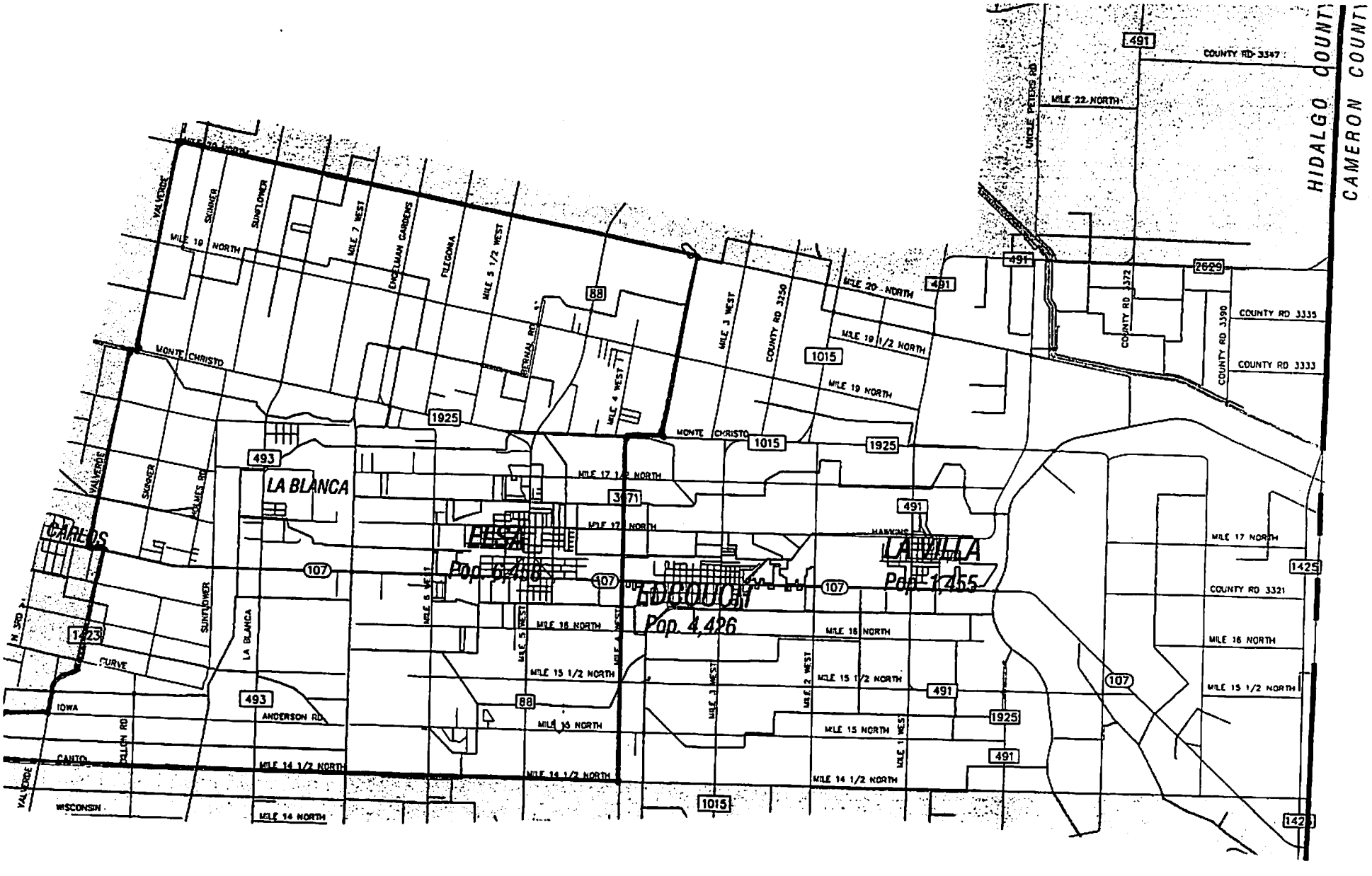
UNITS RESPONDING: _____ UNITS COMMITTED: _____

OF PERSONNEL:____ MILEAGE (ROUND TRIP):____ ADVISED OUNTY FIRE MARSHAL: YES ____ NO: ____

OFFICER IN CHARGE: _____MEMBER MAKING REPORT: _____

ESTIMATED $ LOSS: _____ ATTEST: _____
FIRE CHIEF

REIMBURSEMENT REQUESTED:	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00
HCFMO Approval Amount :	____$125.00	____$275.00	____$425.00	____$600.00	____$1000.00


HIDALGO COUNTY
CAMERON COUNTY
491
COUNTY RD 3347
MILE 22 NORTH
UNCLE PETERS RD
2629
COUNTY RD 3372
COUNTY RD 3390
COUNTY RD 3335
COUNTY RD 3333
MILE 20 NORTH
MILE 19 1/2 NORTH
MILE 19 NORTH
MONTE CRISTO
1015
1925
88
MILE 3 WEST
COUNTY RD 3250
PERNAL RD
MILE 4 WEST
MILE 5 1/2 WEST
PLEGONA
ENGELMAN GARDENS
MILE 7 WEST
SUNFLOWER
SKINNER
VALVERDE
493
LA BLANCA
MILE 17 1/2 NORTH
3071
MILE 17 NORTH
CARLOS
107
ELSA
Pop. 6,486
LOZANO
Pop. 4,426
LA VILLA
Pop. 1,455
HARMON
MILE 17 NORTH
1425
COUNTY RD 3321
MILE 16 NORTH
MILE 15 1/2 NORTH
MILE 15 NORTH
MILE 14 1/2 NORTH
MILE 14 NORTH
1423
CURVE
IOWA
ANDERSON RD
CANTU
WISCONSIN
COLLIN RD
SOLMES RD
N 3RD
MILE 6 WEST
MILE 5 WEST
MILE 4 WEST
MILE 3 WEST
MILE 2 WEST
MILE 1 WEST
142

AI-16523 **14.A.**

Sprint Data Card Request
CC REGULAR

Date: 07/21/2009
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

J.P. Pct. #4 PL. #2

1. Authorization to purchase REQUISITION # 157490 through the County's membership/participation with HGAC CW05-02 with awarded vendor SPRINT for the following services:

Quantity:	Description:	Unit Cost:	Total Cost:	Notes:
1	Ovation U727	$55.00/mo x 7 months	$385.00	Juan Mancha
1	Ovation U727	$55.00/mo x 7 months	$385.00	Sylvia Garza
1	Ovation U727	$55.00/mo x 7 months	$385.00	Josie Herrera

2. Approval of the attached applications for cellular data card service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1242-412-00-060-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 7/16/09 $13,370.34

Attachments

Link: Cell Phone Request Forms
Link: Requisition# 157490

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 03:54 PM	APRV

2	Erika Zamora	Erika Zamora	07/16/2009 09:16 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Griselda Salazar Started On: 07/15/2009 11:24 AM

Final Approval Date: 07/17/2009

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: Juan Mancha / Truancy Case Manager Supervisor

Department #: _____ Employee ID #: _____ Office: JP 4 Pl 2

Service: $55.00 /mo (x) 7 months = $385.00 Account: 9-1242-412-00-060-001-0-532-662

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,454.97 **Requisition Number:** 157490

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

_____ Mary Alice Palacios 6/22/2009

Signature Print Name Date

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

_____ Valde Guerra 7/9/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/9/09 BY: _____

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: Sylvia Garza / Truancy Case Manager II

Department #: _____ Employee ID #: _____ Office: JP 4 Pl 2

Service: $55.00 /mo (x) 7 months = $385.00 Account: 9-1242-412-00-060-001-0-532-[redacted]

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,454.97 **Requisition Number:** 157490

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

_____ Mary Alice Palacios 6/23/2009

Signature Print Name Date

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

_____ Valde Guerra 7/9/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/7/09 BY: [illegible]

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: Josie Herrera / Truancy Case Manager II

Department #: _____ Employee ID #: _____ Office: JP 4 Pl 2

Service: $55.00 /mo (x) 7 months = $385.00 Account: 9-1242-412-00-060-001-0-532-[redacted]

Service: $_____/mo (x) ____ months = $0.00 Account: _____-662

Requisition Total: $1,454.97 **Requisition Number:** 157490

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

_____ Mary Alice Palacios 6/23/2009

Signature Print Name Date

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

_____ Valde Cavera 7/9/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

☐ **Approved Date:** _____ ☐ **Disapproved**

Revised: 04/08/2009

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 7/7/09 BY: [illegible]

Requisition

Req # 00157490

PO #
Date: 06/22/09

Bill To: x
x

Vendor : 210501
SPRINT
P O BOX 660092
DALLAS TX 75266-0092

Ship To: INFORMATION TECHNOLOGY DEPARTMENT
100 E. CANO, 4TH FLOOR
EDINBURG TX 78540

Contact: GRISELDA
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CW05-02 / JP PALACIOS		
		DO NOT DUPLICATE ORDER		
7.00	MONTH	OVATION U727 NEW ACTIVATION FOR JUAN MANCHA - $55.00 MONTH OVATION U727 NEW ACTIVATION FOR SYLVIA GARZA - $55.00 MONTH OVATION U272 NEW ACTIVATION FOR JOSIE HERRERA - $55.00 MONTH	165.00	1,155.00
3.00	EACH	ONE TIME EQUIPMENT COST	99.99	299.97
		Account No	Encumbrance	
		9-1242-412-00-060-001-0-532	1,454.97	
			Freight	.00
			Total	1,454.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-16489 **15.A.**

Asbestos Removal project - City of Weslaco

CC REGULAR

Date:	07/21/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to R.L. Abatement Inc. in the amount of $26,559.25 for the Asbestos Abatement project in the City of Weslaco, utilizing Year 21 (2008) funds. The project consists of the removal of asbestos at the Weslaco Museum Building in Weslaco, Texas.

BACKGROUND

City of Weslaco requested and received bids for the asbestos removal project. Terracon Consultants , Inc is the project engineer and recommends R.L. Abatement, Inc., as the sole bid received. Bids were opened on June 24, 2009 at the Hidalgo County Purchasing Department.

Contract Amount: **$ 26,559.25**

Funds Available: **$ 150,397.00 2008 – PUBLIC FACILITY IMP. - City of Weslaco**

Fiscal Impact

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

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

BUDGETARY IMPACT:

Attachments

Link: asbestos project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/14/2009 01:26 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/14/2009 03:33 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Estella Webber Started On: 07/14/2009 08:31 AM

Final Approval Date: 07/17/2009

City of Weslaco

"The City on the Grow"

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

Anthony Covacevich, City Manager

July 10, 2009

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

Re: 2008 Asbestos Abatement Bids – Rehab of Old Weslaco Museum Building

Dear Ms. Serna,

The City of Weslaco is accepting Terracon Consultants, Inc. recommendation to award the Asbestos Abatement Bid for the Rehab of Old Weslaco Museum to the lowest bidder for the project to R.L. Abatement Inc. in the amount of $26,559.25.

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

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

Sincerely,

Bernard Rodriguez
Director of Planning & Code Enforcement Dept.

BR:smm

JUL 13 2009

Terracon

July 10, 2009

Mr. Francisco Castellanos
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

Telephone: (956) 447-3401
Fax: (956) 973-3128

Re: Asbestos Abatement Bids
Old Weslaco Museum Building
515 South Kansas
Weslaco, Texas

Mr. Francisco Castellanos:

Terracon Consultants, Inc. has completed the bid evaluation of the bids recently submitted by prospective contractors for asbestos abatement at the above referenced project. The lowest bid for the project was submitted by R. L. Abatement Inc., totaling $26,559.25. R. L. Abatement Inc. was given the opportunity to visit the site and discuss the project requirements with Terracon representatives and it appears they understand the scope and expectations of the project.

Terracon Consultants, Inc. has worked with R. L. Abatement Inc. under the direction of Roberto Valladares Jr. on a number of similar projects in the past with very good results and takes no exception to the City of Weslaco selecting them as the contractor to perform this project.

Should you have any questions or require any additional information, please do not hesitate to contact me at (210) 641- 2112.

Sincerely,
Terracon Consultants, Inc.

Robert N. Dalton
TDSHS Individual Asbestos Consultant
License No. 105089
rndalton@terracon.com

Jorge A. Flores, P.G.
Office Manager / Principal
jaflores@terracon.com

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: JUNE 24, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Weslaco-2008 Public Facilities-Asbestos Abatement"

BID NO: 5008-80-0300-5000-8000-UCP-GVG	**PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDGE ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	R.L. Abatement, Inc. Weslaco, TX	N/A	$26,559.25	BID BOND INCLUDED
#2				
#3				
#4				
#5				
#6				
#7				
#8				
#9				
#10				
#11				
#12				

***Typed as read at bid opening, not verified/calculated.**

Hidalgo County Purchasing Department

Bid Opening Sign In

Date: 06/24/09

Please Print Name	Company Name
1. Sylvia M. Martinez	City of Weslaco
2. Eloy Palacios	Terracon
3. Roberto Valladares Jr.	RL Bettencourt, Inc.
4. Sandra Montalvo	Purchasing Dept
5. Priscilla Tan	County Clerk
6. Oscar Garza	Purchasing Dept
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	

Bid #	Description
1. 5008-90-0300 - 5000-8000-4CP-GVG	"Weslaco 2008 Public Facilities - Asbestos Abatement"
2.	
3.	
4.	
5.	

AI-16567 **15.B.**

Resolution - Line of Credit

CC REGULAR

Date:	07/21/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Resolution authorizing renewal of a Revolving Line of Credit with First National Bank of Edinburg for the Urban County Program.

BACKGROUND

Urban County Program is requesting approval to renew an existing $ 500,000 Line of Credit with First National Bank of Edinburg. The Purpose of the Line of Credit is to help finance the costs of construction and general administration expenses prior to reimbursement from the Texas Department of Housing and Community Affairs and/or the Office of Rural Community Affairs.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

NO FUNDING REQUIRED. rc

Attachments

Link: resolution

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 03:32 PM	APRV
2	Rosalinda Cantu	Rosie Cantu	07/17/2009 08:42 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Estella Webber — Started On: 07/16/2009 03:03 PM

Final Approval Date: 07/17/2009

RESOLUTION RENEWING A LINE OF CREDIT

WHEREAS, Hidalgo County Urban County Program has been awarded grants from the Texas Department of Housing and Community Affairs (TDHCA) and from the U.S. Department of Housing and Urban Development (HUD);

WHEREAS, there is a need to renew an existing line of credit in the amount of $500,000.00 for the purposes related to the administration and on-going business of these programs; and

WHEREAS, any amounts obtained from the line of credit will be re-paid directly from the corresponding TDHCA or HUD programs.

THEREFORE, BE IT RESOLVED by the Commissioners' Court of Hidalgo County that the Urban County Program is authorized to renew a Line of Credit with the First National Bank of Edinburg, Texas in the amount of $500,000.00 at an interest rate so specified in the County's depository contract with First National Bank of Edinburg.

Signed the _____ day of _____, 2009

_____

County Judge

Attest:

_____

County Clerk

AI-16385 **16.A.**

VIDA Agreement Amendment

CC REGULAR

Date:	07/21/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion, consideration, and approval of amendment to the General Fund Management Agreement between the County of Hidalgo and Valley Initiative for Development and Advancement (VIDA).

BACKGROUND

Term: March 24, 2009 - March 24, 2010

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No funding required.

Attachments

Link: VIDA Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/08/2009 03:40 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 10:31 AM	APRV
3	Auditor's Office	Monica Badillo	07/17/2009 05:20 PM	APRV

Form Started By: Erika Reyna — Started On: 07/08/2009 09:35 AM

Final Approval Date: 07/17/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO GENERAL FUND
MANAGEMENT AGREEMENT

This Amendment to the contract (the "Amendment") between Valley Initiative for Development and Advancement a non-profit corporation of the State of Texas ("VIDA") and Hidalgo County (the"County") is effective the _____ day of _____, 2009.

WHEREAS, VIDA and Hidalgo County entered into a General Fund Management Agreement (the 'Contract") on March 24, 2009 (the "Contract") in which VIDA agreed to assist economically disadvantaged, under employed, and unemployed adults in Hidalgo County to gain employment through skills development training for demand occupations in allied health in accordance with the goals and objections of the Building Future Talent Program for stimulating local economic development and encouraging business location and commercial activity in the county.

WHEREAS, certain provisions of the Contract require amendment to ensure efficient operation under the Contract.

NOW THEREFORE, for and in consideration of the tasks performed by VIDA and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, VIDA and Hidalgo County hereby agree to the following amendments to the Contract:

1. The third "Whereas" clause shall be deleted in its entirety and the following substituted in lieu thereof:

> Whereas, VIDA will assist economically disadvantaged, underemployed and unemployed adults in Hidalgo County gain employment through skills development training for demand occupations in allied health in accordance with the goals and objectives of the Building Future Talent Program of Hidalgo County for stimulating local economic development and encouraging business location and commercial activity in the county; and

2. Article 2.01 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

> 2.01 The term of this Agreement is for twelve (12) months beginning March 24, 2009 and ending March 24, 2010.

3. Article 3.01 shall be deleted in its entirety from the Contract and the following

inserted in lieu thereof:

3.01 VIDA will operate the Project, through which it will provide skills development programs, job placement services and supportive services to economically disadvantaged, underemployed and unemployed individuals who reside in Hidalgo County. Vida will also assist economically disadvantaged, underemployed or unemployed individuals who fulfill one of the following two priority areas:

1. Reside in Hidalgo County and have an active case pending before the Child Abuse and Neglect Court; and

2. Reside in Hidalgo County and have an active case assigned to the Drug Court.

No less than 50% of the total number of individuals served shall reside in the suburban cities and unincorporated areas of Hidalgo County.

3. Article 5.03 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

5.03 VIDA shall provide written confirmation that the individuals listed in the monthly report reside in Hidalgo County or fulfill one of the two priority areas listed in Article III. Should any individuals listed in Exhibit "C" monthly report relocate outside Hidalgo County or not fulfill one of the two priority areas listed in Article III, that person shall be immediately removed from the Project. VIDA may, with written approval by the COUNTY, replace that individual but may only expend the balance of the funds allocated to the slot of the individual that was removed.

4. Article 5.07 shall be deleted in its entirety from the Contract and the following inserted in lieu thereof:

5.07 Upon termination of this Agreement, all unclaimed (30 days or older) salaries and wages must be returned to COUNTY in the following format:

a. A cashier's check for the net total amount payable to "County of Hidalgo" shall be sent to the Hidalgo County Treasurer's Office (with a copy to the Hidalgo County's Department of Budget and Management); and

b. A listing showing each person's social security number,

full name, last known complete address and amount owing to each individual.

5. Article 6.01 be deleted in its entirety from the Contract and the following inserted in lieu thereof:

6.01 Performance for the purpose of meeting contracted program requirements shall be determined based upon projected levels to clients to be served and expenditure levels.

a. No less than 45% of the projected number of participants will have started or completed skills development training within four (4) months after the commencement of the contract and no less than 40% of the allocated funds will have been expended.

b. No less than 75% of the projected number of participants will have started or completed skills development training within nine (9) months after the commencement of the contract and no less than (75%) of the allocated funds will have been expended.

VIDA will provide the Hidalgo County Department of Budget and Management with a memo assuring these requirements have been met no later than 10 business days after the deadlines established in this Article 6.01.

6. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. VIDA and Hidalgo County ratify and confirm the terms and provisions of the Contract as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY

_____

J. D. Salinas III, County Judge

ATTEST:

_____

Arturo Guajardo, Jr., County Clerk

VALLEY INITIATIVE
FOR DEVELOPMENT AND
ADVANCEMENT

_____

Title:_____

Its:_____

APPROVED AS TO FORM:

ATLAS & HALL, LLP

By:_____
Stephen L. Crain

AI-16535 **16.B.**

Rio Grande Regional Water Authority

CC REGULAR

Date:	07/21/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by the Rio Grande Regional Water Authority.

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	Erika Zamora	07/15/2009 04:05 PM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 05:00 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Erika Reyna — Started On: 07/15/2009 02:41 PM

Final Approval Date: 07/17/2009

AI-16517 **17.A.**

Elections- Service Agreement- City of Mission

CC REGULAR

Date:	07/21/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Election Services (leasing of equipment) between Hidalgo County and the City of Mission for their Special Election to be held on August 22, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the service as outlined in the caption (reimbursement basis to Election Department).

Attachments

Link: Service Contract- City of Mission

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 09:02 AM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 04:29 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Veronica Lopez — Started On: 07/15/2009 08:09 AM

Final Approval Date: 07/17/2009

THE STATE OF TEXAS §
§ CONTRACT FOR ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR ("ADMINISTRATOR"), Yvonne Ramón, on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF MISSION , pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the CITY OF MISSION, by appropriate action of its governing body acting in accordance with all applicable laws, has called a SPECIAL ELECTION to be held on AUGUST 22, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof: and

WHEREAS, the CITY OF MISSION and ADMINISTRATOR desire to enter into a contract setting out the respective responsibilities of the parties;

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF MISSION for its election to be held on AUGUST 22, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

2.01. ADMINISTRATOR agrees to provide to the CITY OF MISSION the following general services:

(A) Procure, program, prepare, and distribute adequate election equipment and transport equipment to and from the polling locations, including early voting substations, for the CITY OF MISSION;

(B) Distribute the lists of registered voters to be used in conducting the election, as provided by Hidalgo County Voter Registration pursuant to the request by the CITY OF MISSION;

(C) Provide information for election officers;

(D) Provide general overall supervision of the election and advisory services; and

(E) Provide such incidental related services as may be necessary to effect the election.

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by the CITY OF MISSION, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of the CITY OF MISSION'S election records.

ARTICLE V

TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI

COST OF SERVICE AND BILLING

6.01 **In consideration for the services provided hereunder by ADMINISTRATOR, the CITY of MISSION agrees to pay ADMINISTRATOR the amount of $100.00 leasing fee for each iVotronic and $100.00 leasing fee for each ADA iVotronic, AND a $50.00 programming fee used in the initial Election. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.**

6.02 **Payment shall be made by the CITY OF MISSION within 30 days after receiving an itemized invoice from ADMINISTRATOR. Payment shall be made by check payable to the Hidalgo County Elections Administrator and mailed to:**

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

6.03 **Any monies remaining after the payment of all costs of elections bills, shall be the property of the CITY OF MISSION and returned to it.**

ARTICLE VII

7.01 **IF ANY OF THE ELECTION EQUIPMENT COMES LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.**

ARTICLE VIII

GENERAL PROVISIONS

8.01. **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 County, Texas.**

8.02. **In case any one or more of the provisions contained in this Contract 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 Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

8.03. **This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.**

8.04. **No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.**

SIGNED this _____ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

CITY OF MISSION
NAME OF LEASING ENTITY

BY: _____

PRINT: NORBERTO SALINAS

TITLE: MAYOR

APPROVAL COUNTY OF HIDALGO:

BY: _____
JUAN DE DIOS "JD" SALINAS, III
COUNTY JUDGE

ATTEST

BY: _____

PRINT: ANNA CARRILLO

TITLE: CITY SECRETARY

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-16515 **17.B.**

Elections- 2009 Dem. and Rep. Judges

CC REGULAR

Date:	07/21/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Appointment of Presiding and Alternate Election Judges for the August 1, 2009 to July 31, 2010 term.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Judges- Republican

Link: Judges- Democratic

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 09:02 AM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 04:57 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Veronica Lopez — Started On: 07/15/2009 08:06 AM

Final Approval Date: 07/17/2009

REPUBLICAN PRESIDING & ALTERNATE ELECTION JUDGES
FOR APPOINTMENT TERM AUGUST 1, 2009 TO July 1, 2010

PRECINCT	TITLE	NAME
01	ALTERNATE	SAMUEL LYLE (Pct 32)
02	ALTERNATE	MARY A. THOMPSON
03	ALTERNATE	FELIPA GUTIERREZ
04	ALTERNATE	CAROL CROSBY
05	ALTERNATE	Charlene Kuprel (Pct. 107)
06	PRESIDING	MARILYN SUE JUNGE
07	ALTERNATE	KENNETH WILSON
08	PRESIDING	Marjorie Lynn Ferrell
09	ALTERNATE	BARBARA / Bob ALLRED
10	ALTERNATE	WILLIAM/JEANNE SMITH
11	ALTERNATE	DAVID EYMER
12	ALTERNATE	None Found
13	PRESIDING	DR. JOHN ROBERTS
14	ALTERNATE	KATHERINE MEINEN
15	ALTERNATE	Margo Johnson (Pct 2)
16	ALTERNATE	DENNIS BRADLEY
17	ALTERNATE	JASON LYLE (Pct. 92)
18	ALTERNATE	None Found
19	ALTERNATE	VITALIO ZUNIGA (Pct 69) 20
	ALTERNATE	AMELIA GARCIA
21	ALTERNATE	None Found
22	ALTERNATE	RACHEL KERR
23	ALTERNATE	Isaac Rada
24	PRESIDING	None Found
25	PRESIDING	ANDREW CODY
26	ALTERNATE	ERIC IBARRA (Pct. 67)
27	ALTERNATE	NANCY HAWKINS (Pct. 72)
28	ALTERNATE	Donald Drozdowski (Pct 65)
29	PRESIDING	Colleen D. Hartwell
30	ALTERNATE	Dennis/Wanetta Hughes
31	ALTERNATE	RICHARD / ROSE DECOT
32	ALTERNATE	VICKIE LYLE
33	ALTERNATE	None Found
34	ALTERNATE	FOREST A. PERRY
35	ALTERNATE	NELSON PERDOMO
36	ALTERNATE	JUANITA CODY Pct 25)
37	PRESIDING	Esther Garcia

83	PRESIDING	STEPHINE LACEY
84	PRESIDING	ROGER DUNHAM
85	ALTERNATE	CATHERINE LYLE (Pct 32)
86 RETIRED		
87	ALTERNATE	REBECCA PEARL
88	ALTERNATE	ALAN WRIGHT (Pct 38)
89	ALTERNATE	None Found
90	ALTERNATE	MELISSA FLORES (Pct 111)
91	ALTERNATE	LEONORE ORTIZ
92	ALTERNATE	AVELINA RODRIGUEZ (Pct 41)
93 RETIRED		
94	ALTERNATE	Luis Adame (Pct. 128)
95	ALTERNATE	ENRIQUE MORALES
96	PRESIDING	PETER D. CARNEY
97	ALTERNATE	DOROTHY J. EGGER
98	ALTERNATE	Jose Sanchez
99	ALTERNATE	BERNARDO FLORES
100	ALTERNATE	JEFF GUILDS/Keren Guilds (103)
101	PRESIDING	BOBBY JOE/ELVIA BRUMMETT
102	PRESIDING	JACKIE LECLAIR
103	PRESIDING	CLARK SPIKES
104	ALTERNATE	None Found
105	PRESIDING	MARIO BROOKSHIRE
106	PRESIDING	WILLIAM SANCHEZ
107	ALTERNATE	RUTH J. CLARK (Pct 54)
108	ALTERNATE	Cynthia Bebon (106)
109	ALTERNATE	DAVID / INGRID DUFF
110	ALTERNATE	LARRY SAYLORS (Pct 14)
111	ALTERNATE	NICHOLAS BALLI
112	ALTERNATE	GENEVIEVE MEADOW (P.121)
113	ALTERNATE	AMADOR / CRISTINA LEAL
114	PRESIDING	Dianne Silva
115	ALTERNATE	SHIRLEY / John WEBB (Pct 44)
116	ALTERNATE	GLORIA VICTORINO
117	ALTERNATE	JOYCE MCCARTHY (Pct 23)
118	PRESIDING	GENE / LUILLA LUSTY(Pct 4)
119	ALTERNATE	None Found
120	ALTERNATE	None Found
121	PRESIDING	ELLA MAY LONGPRE
122	ALTERNATE	JAQUELIN CORIN GARZA
123	ALTERNATE	Mary Lou Stewart
124	PRESIDING	ANA IBANEZ
125	ALTERNATE	MELISSA BEALL
126	PRESIDING	GEORGE JUMBECK
127	ALTERNATE	FRED GORENA

DEMOCRATIC PRESIDING & ALTERNATE ELECTION JUDGES
FOR APPOINTMENT TERM AUGUST 1, 2009 TO JULY 31, 2010

PRECINCT	TITLE	NAME
01	PRESIDING	DAHILA FRANCO
02	PRESIDING	ELIZABETH RAMOS
03	PRESIDING	TERESA CASTILLO
04	PRESIDING	ROSARIO GARZA
05	PRESIDING	ADELA OLVERA
06	ALTERNATE	MAURICE J. OWEN
07	PRESIDING	MINERVA MERCADO
08	ALTERNATE	
09	PRESIDING	
10	PRESIDING	
11	PRESIDING	EZEKUIEL E. GARZA
12	PRESIDING	GLORIA GARZA
13	ALTERNATE	
14	RESIDING	MINERVA DE LA ROSA
15	PRESIDING	AMPARO BAZAN
16	PRESIDING	
17	PRESIDING	SANDRA BERNAL
18	PRESIDING	FRANCISCO LOPEZ
19	PRESIDING	JAIME GARZA
20	PRESIDING	GUADALUPE PEREZ
21	PRESIDING	SYLVIA ESPINOZA
22	PRESIDING	EMMA R. SAMUDIO
23	PRESIDING	JESSICA M. CASTILLO
24	ALTERNATE	
25	ALTERNATE	
26	PRESIDING	
27	PRESIDING	
28	PRESIDING	
29	ALTERNATE	
30	PRESIDING	
31	PRESIDING	
32	PRESIDING	
33	PRESIDING	
34	PRESIDING	IRENE MAYORGA
35	PRESIDING	ORALIA RODRIGUEZ
36	PRESIGING	CHRISTINA GUNTER
37	ALTERNATE	

84		ALTERNATE	BARBARA A. BATES
85		PRESIDING	
86	RETIRED		
87		PRESIDING	
88		PRESIDING	
89		PRESIDING	
90		PRESIDING	DIANA VALDEZ
91		PRESIDING	NELDA FRIAS
92		PRESIDING	JOSE J. YBARRA
93	RETIRED		
94		PRESIDING	
95		PRESIDING	
96		ALTERNATE	
97		PRESIDING	
98		PRESIDING	AURORA LUNA
99		PRESIDING	ALEJANDRA RODRIGUEZ
100		PRESIDING	
101		ALTERNATE	SOCORRO VENEGAS
102		ALTERNATE	JUANITA CASAS
103		ALTERNATE	MERICELDA GARCIA
104		PRESIDING	JUAN VALDEZ
105		ALTERNATE	ESMERALDA LOZANO
106		ALTERNATE	
107		PRESIDING	YOLANDA SALDIVAR
108		PRESIDING	
109		PRESIDING	
110		PRESIDING	
111		PRESIDING	
112		PRESIDING	ESTELA CASARES
113		PRESIDING	LUCIANO S. GARZA 111
114		ALTERNATE	
115		PRESIDING	GERARDO GARCIA
116		PRESIDING	
117		PRESIDING	ISRAEL SALINAS
118		ALTERNATE	
119		PRESIDING	
120		PRESIDING	
121		ALTERNATE	
122		PRESIDING	LINDA MONTEMAYOR
123		PRESIDING	
124		ALTERNATE	
125		PRESIDING	MARIEL C. ALANIZ
126		ALTERNATE	
127		PRESIDING	
128		PRESIDING	

AI-16513 **17.C.**

Elections- Constitutional Amendment Election 2009

CC REGULAR

Date:	07/21/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

1. Discussion and approval of Early Voting Sites (dates & times) for the Constitutional Amendment Election, November 03, 2009.

2. Discussion and approval of Election Day sites (dates & times) for the Constitutional Amendment Election, November 03, 2009.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Early Voting Schedule

Link: Election Day Polls

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 08:59 AM	APRV
2	Roland Garcia	Rolando Garcia	07/16/2009 04:58 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Veronica Lopez			Started On: 07/15/2009 08:03 AM	
Final Approval Date: 07/17/2009				

FROM Oct. 19, to Oct. 30, 2009 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

November 3, 2009 – CONSTITUTIONAL AMENDMENT ELECTION
EARLY VOTING SCHEDULE

Dates		Hours
Monday	Oct. 19, 2009	8:00 A.M. -- 5:00 P.M.
Tuesday	Oc.t 20, 2009	8:00 A.M. -- 5:00 P.M.
Wednesday	Oct. 21, 2009	8:00 A.M. -- 5:00 P.M.
Thursday	Oct. 22, 2009	8:00 A.M. -- 5:00 P.M.
Friday	Oct. 23, 2009	8:00 A.M. -- 5:00 P.M.
Saturday	Oct. 24, 2009	8:00 A.M. -- 5:00 P.M.
Sunday	Oct. 25, 2009	CLOSED
Monday	Oct. 26, 2009	8:00 A.M. -- 5:00 P.M.
Tuesday	Oct. 27, 2009	8:00 A.M. -- 5:00 P.M.
Wednesday	Oct. 28, 2009	8:00 A.M. -- 5:00 P.M.
Thursday	Oct. 29, 2009	7:00 A.M. -- 7:00 P.M.
Friday	Oct. 30, 2009	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

ALAMO SUB
Alamo Public Library
416 N. Tower Rd.
Alamo, TX

DONNA SUB
Amigos Del Valle
1408 Silver Ave.
Donna, Tx

EDINBURG SUB
Elections ANNEX Bldg.
317 N. Closner "REAR"
Edinburg, TX

EDCOUCH/ELSA SUB
Elsa Fire Station
216 E 4th St.
Elsa, TX

MCALLEN SUB
Lark Comm. Center
2601 Lark Ave.
McAllen, TX

MCALLEN SUB
McAllen Tax Office
311 N. 15th St.
McAllen, TX

MCALLEN SUB
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MISSION SUB
Mission City Hall
1201 E. 8th St.
Mission, TX

PALMVIEW SUB
Co. Comm. Pct. #3
724 N. Breyfogle Rd.
Palmview, TX

PHARR/SAN JUAN SUB
Jose Pepe Salinas Center
1011 W. Kelly
Pharr, TX

WESLACO SUB
"NEW" City Hall
255 S. Kansas Ave.
Weslaco, TX

MOBILE #1 EARLY VOTING SUBSTATION LOCATIONS

Oct. 19, 2009	"NEW"Tax Office	2802 S. Bus. Hwy. 281	Edinburg, TX
Oct. 20, 2009	UT PAN – AM	1201 W. University Dr.	Edinburg, TX
Oct. 21, 2009	Hidalgo City Hall	704 E. Texano	Hidalgo, TX
Oct. 22, 2009	La Joya Housing Authority	945 S. Leo Ave.	La Joya, TX
Oct. 23, 2009	Mercedes City Hall	400 S. Ohio	Mercedes, TX
Oct. 24, 2009	Palmview Comm. Center	3401 Jordan Ave.	McAllen, TX
Oct. 25, 2009	CLOSED	CLOSED	CLOSED
Oct. 26, 2009	Sullivan Fire Station	500 Cenizo	Sullivan City, TX
Oct. 27, 2009	Sharyland Fire Station	1804 N. Shary	Mission, TX
Oct. 28, 2009	Faith Baptist Church	4301 N. Shary Rd.	Palmhurst, TX
Oct. 29, 2009	Progreso Comm. Center	FM 1015 Baker/Malone	Progreso, TX
Oct. 30, 2009	Alton City Hall	509 S. Alton Blvd.	Alton, TX

****CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION****

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update: 7/13/2009)

HIDALGO COUNTY, TEXAS
Tuesday, November 03, 2009
7/14/2009
CONSTITUTIONAL AMENDMENT ELECTION
ELECTION DAY POLLS OPEN 7:00 A.M. TO 7:00 P.M.

CALL 956/318-2570, 1-888-653-8682 or TDD 956/381-6829 FOR GENERAL INFORMATION

PRECINCT	CITY	BUILDING	ADDRESS
3, 23, 45, 55, 87 & 120	Donna	Amigos Del Valle	1408 Silver Avenue
26, 27, 37, 66, 67, 134 & 138	McAllen	"Old" City Hall	311 N. 15th St.
7, 8, 34, 135, 136 & 139	McAllen	Palmer Pavilion	301 E. Hackberry
48 & 95	McAllen	Palmview Community Center	3401 Jordan Avenue
97, 47, 49	McAllen	Lincoln Middle School	1601 N. 27th St.
54, 65, 72, 74 & 81	McAllen	Lark Community Center	2601 Lark Avenue
62, 73, 96, 124, 140 & 141	McAllen	Gonzalez Elementary School	201 E. Martin
108, 31, 14, 53, 110 106, 52, 109, 30, 107, 105 & 13	Edinburg	Elections Annex Bldg	317 N. Closner "REAR BLDG"
68 & 129	Lull	Capilla de San Jose Church	4104 Flores
24 & 76	McCook	McCook Building	Hwy 281-20 miles W. on FM 490
18 & 33	Hargill/ Monte Alto	Hargill Elem. School	11 Miles N. Edbg on 281 **OR** 7 Miles E. FM 490
19	San Manuel	St. Anne Church	2.5 Miles N. 186 on 281
43, 69 & 104	San Carlos	San Carlos Elem. School	1/2 Mi. S. of E. Hwy. 107 & 3rd St.
119 & 70, 90 & 15	Elsa	Elsa Fire Station	216 E. 4th St.
16 & 79	Edcouch	Edcouch Fire Station	201 Santa Rosa Ave
17	La Villa	La Villa High School	200 W. Hwy 107
20 & 122	Hidalgo	Hidalgo City Hall	704 E. Texano Dr.
32, 92, 1 & 85 46, 56 & 121	Mercedes	Mercedes City Hall	400 S. Ohio Avenue

36, 115, 25, 35, 6 60, 142, 143, 144 61, 116, 5 & 137	Pharr	Jose Pepe Salinas Center	1011 W. Kelly
123, 77, 91, 44, 130 126 & 127	Alamo	Alamo Public Library	416 N. Tower Rd.
11, 50, 131 & 132	La Joya	Housing Authority	945 S. Leo Avenue
10, 9, 28, 98, 94 102 & 103	Mission	City Hall	1201 E. 8th
38, 63, 83 & 84, 12	Mission	Fire Station #2	1804 N. Shary Road
101, 88, 89 & 125	Palmhurst	Faith Baptist Church	4301 N. Shary Road
78, 100 & 29, 75, 99, 64 & 133, 128	Palmview	Co. Commissioner Pct.#3 Ofc.	724 Breyfogle Road
42, 58, 21, 114, 71, 41, 111, 2, 22,112, 57 & 113	Weslaco	"NEW" Weslaco City Hall	255 S. Kansas
40	Progreso	Progreso Community Center	1 Mi. N. Military 281 from FM 1015
51	Sullivan City	Fire Station	500 Cenizo
4, 39, 59, 117 & 118	San Juan	San Juan Fire Station #2	2301 N.Longoria Rd.

AI-16558 **18.A.**

Rental Agreement for Copiers

CC REGULAR

Date:	07/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval on Request to Enter into a Rental Agreement with Kyocera Mita America, Inc. through the Texas Procurement and Support Services (TPASS) State Contract #985-A6, in the Amount of $4,372.91 for Fifty-Five (55) Copiers per Month for the Following Locations: Forty-Two (42) Copiers for Head Start Centers; Three (3) for Nutrition Department; Ten (10) for Head Start Administration Department

BACKGROUND

Policy Council Approval: 07.20.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: copier agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:45 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 10:06 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Linda Galaviz			Started On: 07/16/2009 11:38 AM	
Final Approval Date: 07/17/2009				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: July 15, 2009

SUBJECT: Discussion/Approval on Request to Enter Into a Rental Agreement with Kyocera Mita America, Inc. Through the Texas Building And Procurement Commission State Contract #985-A6, in the Amount of $4,372.91 for Fifty-Five (55) copiers per month for the following locations: Forty-Two (42) Copiers Head Start Centers, Three (3) Child Nutrition Department, and Ten (10) Head Start Administrative Departments.

RATIONAL NEEDED: This would allow the rental of the best pre-bided prices on copiers under the Texas Building And Building Procurement Commission State Contract.

RECOMMENDATION: Administration recommends approval.

COST: $4,372.91/month

RELATED INFORMATION INCLUDED: Participant Info/Distribution List

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

DREVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540-0117 ♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Director

From: Ambrosio Tovar, Procurement Director

Date: June 16, 2009

Sub: Rental of Copy Machines

We are in the process of renting new copy machines for all Head Start centers and departments as well as the Child Nutrition departments.

We are recommending the Copy Star copiers from Kyocera Mita America, Inc. through the Texas Building and Procurement Commission. This company has proven itself by providing quick and good customer service to the Hidalgo County Head Start Program for the past three years.

The overall monthly cost has decrease from the prior agreement from $4,722.76 to $4,372.91. We were able to identify the usage by location as recorded for the past three years. With this information we were able to select the proper copier for each location.

Should you have any questions please let me know.

Thank you.

DIGITAL

COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Proposal prepared for

HIDALGO COUNTY HEAD START

By

Daniel Montaño
Vice President

digital imaging solutions Copystar Kyocera Mita Technology AUTHORIZED DEALER

Muratec

STANDARD

KYOCERA mita AUTHORIZED RESELLER

McAllen
4800 W Expressway 83
(956) 630-1877

Harlingen: (956) 428-1866
Toll Free: (800) 880-7807
Fax: (956) 631-7728

Brownsville
1600 University Blvd
(956) 554-3900

Valley Wide • Mexico Sales • Service • Leases • Rentals • Service Agreements

DIGITAL
OFFICE SYSTEMS

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

"Satisfaction Guarantee Policy"

Digital Office Systems ensures customer satisfaction by offering our clients the "Best Service in the Industry."

- "Digital Satisfaction Guarantee"
  Digital Office Systems will replace the equipment with an equal or comparable machine, providing sale and service is rendered by Digital Office Systems and Manufacturers Engineer deems equipment no repairable.

- "Training and Support"
  We at Digital Office Systems provide a training specialist to educate and provide ongoing training and support for your employees. In how to be more productive and efficient using our products at no additional cost, Personalizing each training.

- "To Better Service Our Clients"
  Digital Office Systems has twelve (15) technicians trained to service all major brands of copiers & fax machines in the Mexico & South Texas Region.

- "Management Open Door Policy"
  Management will closely monitor ALL "Satisfaction Issues" without hiding behind paperwork and clauses.

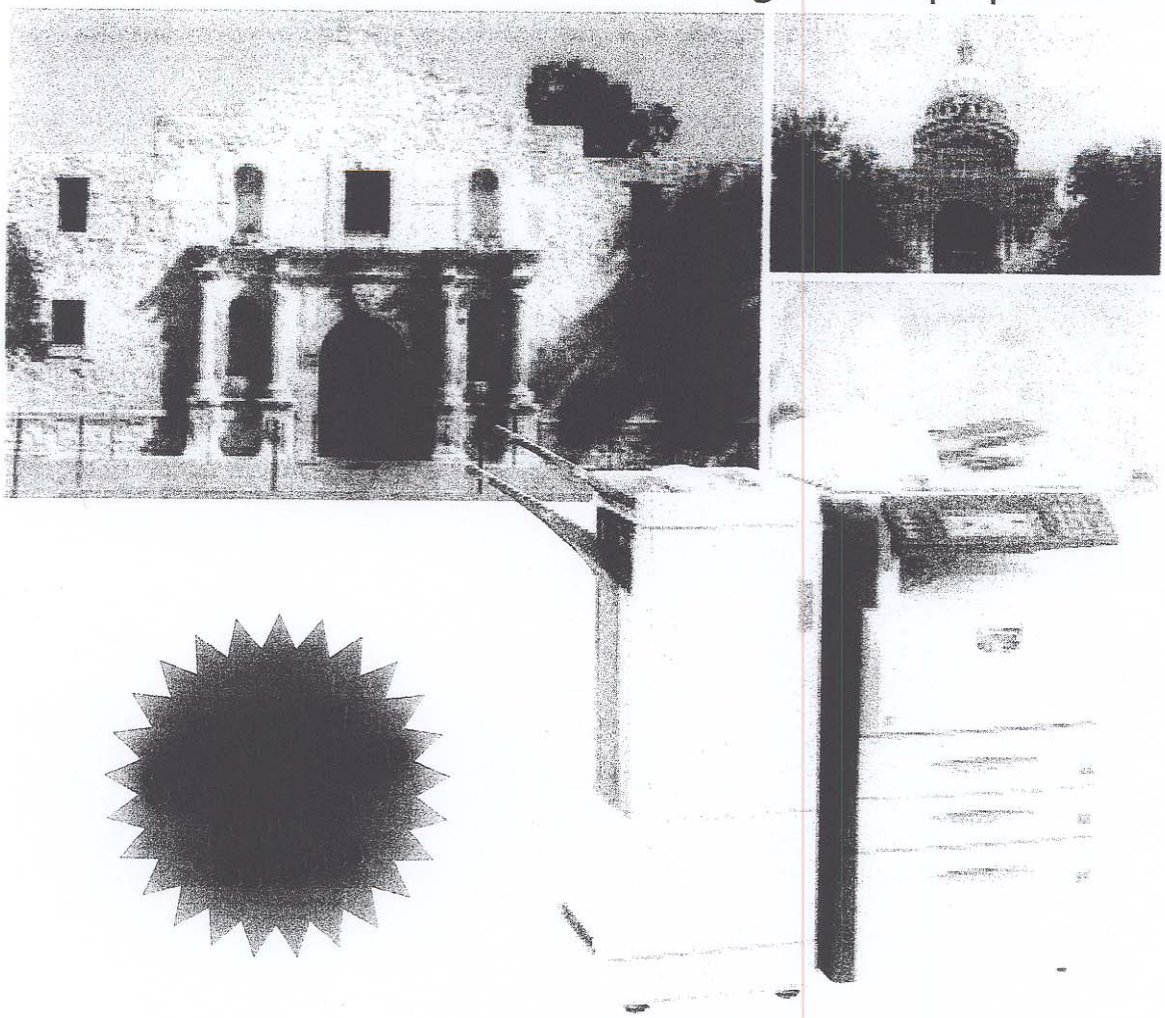
- "Personal Attention to All "Satisfaction Issues"
  Your solutions advisor as well as upper management will attend "Satisfaction Issues" that may arise.

- "On site checkups by Management Team Member"
  We will periodically perform check ups on equipment and service quality.

KYOCERA
mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • Phone: McAllen (956) 630-1877 • Brownsville (956) 554-3900 • Other Areas 1-800-880-7807

STATE OF TEXAS | Photocopiers, Multi-functional Digital Equipment



STATE OF TEXAS

Rental Pricing
Contract Number: 985-A6
September 1, 2005 - August 31, 2009

KYOCERA

Kyocera Mita America
National and Government Account Division

07/08 Ver071708

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION FAMILY SERVICE

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-66210-4 Copier

COPYSTAR CS-3060

Digital Copier | Network Print System | Network Color Scan System

30 Copies Per Minute
Dual 500 Sheet Drawers
1,000 Sheet S Finisher
Attachment Kit

Unlimited Duplex
50 Sheet Reversing Processor
Surge Protector

FEATURES: Display Screen Interface with Language Select, 600 x 600 dpi ***Copy/Print, Scan*** Fast 1200 Print Mode, 256 Level Grayscale, Zoom 25% - 400% in 1% increments, 5 Preset Reduction/Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, Auto Meter Reading by E-Mail

DIGITAL EFFECTS: Auto Magnification and Paper Select, Job Build, Job Finish Notice, Status Queue, Continuous Scan, Book Mode, Combine Image, Covers, Erase Mode, Form Overlay, Image Rotate, Image Reverse, Interrupt, 50 Job Programs, Margin Shift, Mirror Image, Page Numbering, Memo Mode, 1000 Management Codes, Auto Centering, XY Zoom, Help Guidance, Preview Image, Secure Printing, Print Job Storage, Box Printing

PRINT/COLOR SCAN FEATURES: Print 30 Pages Per Minute, 30/15 Color Scans per Minute, Shared System Memory, Scan to File/E-mail/FTP/TWAIN (Scan Soft, Paper Port), Windows® 95/98/Me/NT4.x/2000/XP/2003/Vista Compatible, Standard 10/100BaseTX, High Speed 2.0, PDF/TIFF/JPEG File Formats

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$210.94	10,000	.0075

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION - EDUCATION

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-66210-4 Copier

COPYSTAR CS-3060

Digital Copier | Network Print System | Network Color Scan System

30 Copies Per Minute
Dual 500 Sheet Drawers
1,000 Sheet S Finisher
Attachment Kit

Unlimited Duplex
50 Sheet Reversing Processor
Surge Protector

FEATURES: Display Screen Interface with Language Select, 600 x 600 dpi ***Copy/Print, Scan*** Fast 1200 Print Mode, 256 Level Grayscale, Zoom 25% - 400% in 1% increments, 5 Preset Reduction/Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, Auto Meter Reading by E-Mail

DIGITAL EFFECTS: Auto Magnification and Paper Select, Job Build, Job Finish Notice, Status Queue, Continuous Scan, Book Mode, Combine Image, Covers, Erase Mode, Form Overlay, Image Rotate, Image Reverse, Interrupt, 50 Job Programs, Margin Shift, Mirror Image, Page Numbering, Memo Mode, 1000 Management Codes, Auto Centering, XY Zoom, Help Guidance, Preview Image, Secure Printing, Print Job Storage, Box Printing

PRINT/COLOR SCAN FEATURES: Print 30 Pages Per Minute, 30/15 Color Scans per Minute, Shared System Memory, Scan to File/E-mail/FTP/TWAIN (Scan Soft, Paper Port), Windows® 95/98/Me/NT4.x/2000/XP/2003/Vista Compatible, Standard 10/100BaseTX, High Speed 2.0, PDF/TIFF/JPEG File Formats

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$210.94	10,000	.0075

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION FINANCE

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION SPECIAL SERVICE

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION WAREHOUSE

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION HEALTH

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION PERSONEL

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION PROCUREMENT

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION TRANSITION

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ALAMO

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ALTON

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

DONNA I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

DONNA II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

DONNA IV

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDCOUCH

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDINBURG I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDINBURG II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDINBURG III

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDINBURG IV

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDINBURG V

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ELSA

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

HIDALGO

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

LA HERENCIA

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

LA JOYA

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

LAS MILPAS I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

LAS MILPAS II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

McAllen II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

McAllen IV

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

McAllen V

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

McAllen VI

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

VINE TERRANCE

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MERCEDES I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MERCEDES II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MISSION I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MISSION II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MISSION III

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MISSION IV

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

MONTE ALTO

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PALMVIEW I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PALMVIEW II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PALMVIEW III

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PHARR

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PROGRESO

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

SAN CARLOS

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

SAN JUAN I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

SAN JUAN II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute
300-Sheet Drawer
20k Max Monthly Volume
Surge Protector

16 Prints Per Minute
50-Sheet Multi-Purpose Tray
50-Sheet Reversing Processor
Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

SULLIVAN CITY

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

WESLACO I

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

WESLACO II

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

WESLACO III

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print |

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$78.27	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

WESTERN RD

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34110-5 Copier

COPYSTAR CS-1650

Digital Copier | Standard Network Print

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$65.09	2,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

4800 W. Expressway 83 • McAllen, TX 78501 • McAllen (956) 630-1877 • Other Areas (800) 880-7807 • Facsimile (956) 683-9565

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

ADMINISTRATION - NUTRITION

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-66210-4 Copier
Commodity Code 985-02-06007-6 Fax

COPYSTAR CS-3060

Digital Copier | Network Print System | Network Color Scan System | Fax system

30 Copies Per Minute
Dual 500 Sheet Drawers
1,000 Sheet S Finisher
Attachment Kit

Unlimited Duplex
50 Sheet Reversing Processor
Surge Protector

FEATURES: Display Screen Interface with Language Select, 600 x 600 dpi ***Copy/Print, Scan*** Fast 1200 Print Mode, 256 Level Grayscale, Zoom 25% - 400% in 1% increments, 5 Preset Reduction/Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, Auto Meter Reading by E-Mail

DIGITAL EFFECTS: Auto Magnification and Paper Select, Job Build, Job Finish Notice, Status Queue, Continuous Scan, Book Mode, Combine Image, Covers, Erase Mode, Form Overlay, Image Rotate, Image Reverse, Interrupt, 50 Job Programs, Margin Shift, Mirror Image, Page Numbering, Memo Mode, 1000 Management Codes, Auto Centering, XY Zoom, Help Guidance, Preview Image, Secure Printing, Print Job Storage, Box Printing

PRINT/COLOR SCAN FEATURES: Print 30 Pages Per Minute, 30/15 Color Scans per Minute, Shared System Memory, Scan to File/E-mail/FTP/TWAIN (Scan Soft, Paper Port), Windows® 95/98/Me/NT4.x/2000/XP/2003/Vista Compatible, Standard 10/100BaseTX, High Speed 2.0, PDF/TIFF/JPEG File Formats

NETWORK/INTERNET FAX FEATURES: Super Group 3, Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps w/Auto Fallback, Multi-Send, Duplex TX/RX, Confidential TX/RX, Broadcasting, Fax Box, Dual Fax

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$230.21	10,000	.0075

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

EDCOUCH KITCHEN

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier
Commodity Code 985-02-06007-6 Fax

COPYSTAR CS-1650

Digital Copier | Standard Network Print | Network Fax System

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

FAX FEATURES: Super Group 3, Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression JBIG, MMR, MR, MH, Memory 8MB

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$88.18	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

DIGITAL
COPIERS • PRINTERS • DOCUMENT MANAGEMENT

Copystar
Kyocera Mita Technology
AUTHORIZED DEALER

Digital Copiers • Networked Copiers • Facsimiles • Laser Printers • Color Copiers • Wide Format Copiers • Sales • Service • Supplies

June 16, 2009

Proposal Prepared For

HIDALGO COUNTY HEAD START

PALMVIEW KITCHEN

State of Texas Contract No. 985-A6-Photocopiers/Rental

Commodity Code 985-01-34120-4 Copier
Commodity Code 985-02-06007-6 Fax

COPYSTAR CS-1650

Digital Copier | Standard Network Print | Network Fax System

16 Copies Per Minute	16 Prints Per Minute
300-Sheet Drawer	50-Sheet Multi-Purpose Tray
20k Max Monthly Volume	50-Sheet Reversing Processor
Surge Protector	Stand

FEATURES: Display Screen Interface, 600 x 600 dpi, Fast 1200 dpi, ***Copy/Print/Scan***, 256 Level Grayscale, Zoom 50% - 200% in 1% increments, Preset Reduction / Enlargement Settings, and Automatic Manual, Text, Photo & Combination Exposure Control, 64 MB Memory, Warm up time 20 seconds, FCOT 5.9 sec, FPOT 5.5 sec

DIGITAL EFFECTS: Electronic Sort, Copy Report, Machine Report, Toner Report, Auto Start, Image Rotation, 8 Job Programs, Electronic Sort, Book Erase, Sheet Erase, Margin Shift, Mixed Size Processing, Image Combination, Auto Exposure, Copy Interrupt, and ECO Print, Auto Selection for mixed sizes, Split Page Mode, 100 Management Accounts (User code, Page Limits)

FAX FEATURES: Super Group 3, Transmission Speed 3 sec./page, Modem Speed 33.6 Kbps, Data Compression JBIG, MMR, MR, MH, Memory 8MB

MONTHLY RENTAL PRICING

LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
$88.18	5,000	$ 0.0185

KYOCERA mita
AUTHORIZED RESELLER

Hidalgo County Head Start

	Center		Model	Cost	Allowance
1	Admin	1901 W Hwy 107 McAllen, TX 78504	CS-1650	78.27	5,000
2	Admin Family Service	1901 W Hwy 107 McAllen, TX 78504	CS-3060	210.94	10,000
3	Admin-Education	1901 W Hwy 107 McAllen, TX 78504	CS-3060	210.94	10,000
4	Admin Finance	1901 W Hwy 107 McAllen, TX 78504	CS-1650	78.27	5,000
5	Admin Special Service	1901 W Hwy 107 McAllen, TX	CS-1650	78.27	5,000
6	Admin Warehouse	1901 W Hwy 107 McAllen, TX 78504	CS-1650	65.09	2,000
7	Admin-Health	1901 W Hwy 107 McAllen, TX	CS-1650	65.09	2,000
8	Admin-Personel	1901 W Hwy 107 McAllen, TX 78504	CS-1650	78.27	5,000
9	Admin-Procurement	1901 W Hwy 107 McAllen, TX 78504	CS-1650	65.09	2,000
10	Admin-Transition	1901 W Hwy 107 McAllen, TX 78504	CS-1650	65.09	2,000
11	Alamo	303 S. 7TH Alamo, TX	CS-1650	78.27	5,000
12	Alton	202 W. Dawes Dr. Alton, TX	CS-1650	78.27	5,000
13	Donna I	1402 Silver Ave Donna, TX	CS-1650	78.27	5,000
14	Donna II	1715 Miller Ave Donna, TX	CS-1650	65.09	2,000
15	Donna IV	202 West South Ave Donna, TX	CS-1650	65.09	2,000
16	Edcouch	W Hwy 107 & Mile 4 North Edcouch, TX	CS-1650	78.27	5,000
17	Edinburg I	225 S 25th Street Edinburg, TX	CS-1650	65.09	2,000
18	Edinburg II	1200 N 1st Street Edinburg, TX	CS-1650	65.09	2,000
19	Edinburg III	3817 S I Road Edinburg, TX	CS-1650	65.09	2,000
20	Edinburg IV	3215 Richardson Road Edinburg, TX	CS-1650	78.27	5,000
21	Edinburg V	3500 E FM 2812 Edinburg, TX	CS-1650	78.27	5,000
22	Elsa	700 Northwest Hidalgo Elsa, TX	CS-1650	65.09	2,000
23	Hidalgo	621 S 5th Street Hidalgo, TX	CS-1650	65.09	2,000
24	La Herencia	RR 3 Box 3059 Mercedes, TX	CS-1650	65.09	2,000
25	La Joya	105 E 5th & Leo Ave La Joya, TX	CS-1650	65.09	2,000
26	Las Milpas I	714 Zapata Ave Pharr, TX 78577	CS-1650	78.27	5,000
27	Las Milpas II	901 E Thomas Pharr, TX 78577	CS-1650	65.09	2,000
28	McAllen II	1101 S. 16th Street McAllen, TX	CS-1650	65.09	2,000
29	McAllen IV	3900 W Ware Road McAllen, TX	CS-1650	65.09	2,000
30	McAllen V	1200 N25th Street McAllen, TX	CS-1650	65.09	2,000
31	McAllen VI	2601 Sarah Ave McAllen, TX	CS-1650	65.09	2,000
32	VineTerrance	2220-B N. 27th Street McAllen, TX	CS-1650	65.09	2,000
33	Mercedes I	1100 W Expwy 83 Mercedes, TX	CS-1650	78.27	5,000
34	Mercedes II	3601 E Mile 8 North Mercedes, TX	CS-1650	65.09	2,000
35	Mission I	115 Mayberry Mission, TX 78572	CS-1650	65.09	2,000
36	Mission II	1105 E 8th Street Mission, TX 78572	CS-1650	78.27	5,000
37	Mission III	3401 N Mayberry Mission, TX 78572	CS-1650	65.09	2,000
38	Mission IV	301 South Inspiration Rd Mission, TX	CS-1650	65.09	2,000
39	Monte Alto	Rt 15 Elizabeth & 1st Monte Alto TX	CS-1650	65.09	2,000
40	Palmview I	501 Commercial Blvd, Palmview, TX	CS-1650	78.27	5,000
41	Palmview II	618 Breyfogle Mission,TX	CS-1650	78.27	5,000
42	Palmview III	1208 Paula Street, Mission, TX	CS-1650	65.09	2,000
43	Pharr	415 E Clark, Pharr, TX 78577	CS-1650	78.27	5,000
44	Progreso	109 W. Palm, Progreso, TX	CS-1650	65.09	2,000
45	San Carlos	134 N. 86, San Carlos, TX	CS-1650	78.27	5,000
46	San Juan I	200 N Cougar, San Juan, TX	CS-1650	65.09	2,000
47	San Juan II	601 Earling, San Juan, TX	CS-1650	78.27	5,000
48	Sullivan City	Highway 83 Sullivan City, TX	CS-1650	78.27	5,000
49	Weslaco I	310 N Kansas Street, Weslaco, TX	CS-1650	78.27	5,000
50	Weslaco II	3030 N. Texas Weslaco, TX	CS-1650	78.27	5,000
51	Weslaco III	1317 W. Exwy 83 Weslaco, TX	CS-1650	78.27	5,000
52	Western Rd	Corner Of Western Road/FM Mission, TX	CS-1650	65.09	2,000
53	Admin-Nutrition	1901 W Hwy 107 McAllen, TX 78504	CS-3060	230.21	10,000
54	Edcouch Kitchen	W Hwy 107 & mile 4 North Edcouch, TX	CS-1650	88.18	5,000
55	Palmview Kitchen	400 W 13th Mission, TX 78572	CS-1650	88.18	5,000
	Total Monthly Lease Amount:			$ 4,372.91	

Contract Vendor List

Contract Vendor List 985-A6 09/2005 THRU 08/2009
03779 1-95-281-9506-801

KYOCERA MITA AMERICA, INC.
225 SAND ROAD
FAIRFIELD NJ 07004
DAN WOOLLY
Phone 409-751-6214
Fax 409-751-6215
e-mail DAN_WOOLLY@KYOCERAMITA.COM

****

Vendor Number: 03779 KYOCERA MITA AMERICA, INC.

985-01-66200-5 EA	BRAND: KYOCERA/COPYSTAR MODEL: KM/CS-3035, SUB: KM/CS-3060 DESCRIPTION: 30 CPM DIGITAL COPIER/SRDF-2 DOCUMENT FEEDER/PF-70 2 X 500 SHEET PAPER TRAYS/PRINT SCAN SYSTEM U/DF-73 1000 SHEET FINISHER/AK-71C ATTACHMENT KIT/ SURGE PROTECTOR -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	.00
985-01-66210-4 MO	MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 10,000 COPIES/ MO; ALL ADDITIONAL COPIES AT $.0075 EA. -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	210.94

ACCESSORIES FOR KYOCERA MODELS KM/CS-2540/2560/3040/3060

985-02-14007-6 MO	FAX SYSTEM (NETWORK FAX) - FAX SYSTEM M - KM/ CS 2560/3060	19.27

****

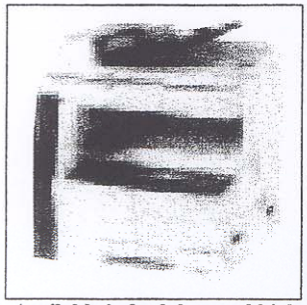
Vendor Number: 03779 KYOCERA MITA AMERICA, INC.

985-01-34100-6 EA	BRAND: KYOCERA/COPYSTAR MODEL: KM/CS-1650 DESCRIPTION: 16 C.P.M. DIGITAL COPIER/DP-410 DOCUMENT FEEDER/2 SPACES/STAND/SURGE PROTECTOR -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	.00
985-01-34110-5 MO	MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 2,000 COPIES/ MO; ALL ADDITIONAL COPIES AT $.0185 EA. -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	65.09
985-01-34120-4 MO	MONTHLY RENTAL RATE (INCLUDES INSTALLATION, REMOVAL AND SUPPLIES) INCLUDES 5,000 COPIES/ MO; ALL ADDITIONAL COPIES AT $.0185 EA. -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	78.27

ACCESSORIES FOR MODELS KM/CS-1650/2050/2550

985-02-06007-6 MO	FAX & NETWORK FAX - #FAX SYSTEM L -ENVIRONMENTALLY FRIENDLY - FIRST CHOICE	9.91

State of Texas Contract No. 985-A6-Photocopiers/Rental



Available in both low and high volume plans.

KM/CS-1650

- **Speed: 16 cpm/ppm**
- **Functions: Print Scan Copy Fax**
- **Resolution: 600 x 600 dpi**

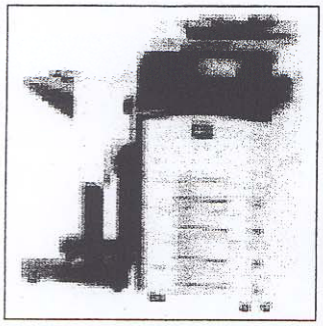
CONFIG./ CLASS	COMMODITY CODE	MODEL AND ACCESSORIES	DESCRIPTION	MONTHLY RENTAL PRICING: LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
6B	985-01-34110-5	KM/CS-1650/DP-410 /2 Spacers/Stand /Surge Protector	16 C.P.M. Digital Copier with standard 300 sheet paper drawer/Reversing Doc Feeder/ 2 Spacers/ Stand/ Surge Protector	$ 65.09	2,000	$ 0.0185

CONFIG./ CLASS	COMMODITY CODE	MODEL AND ACCESSORIES	DESCRIPTION	HIGH VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
6B	985-01-34120-4	KM/CS-1650/DP-410 /2 Spacers/Stand /Surge Protector	16 C.P.M. Digital Copier with standard 300 sheet paper drawer/Reversing Doc Feeder/ 2 Spacers/ Stand/ Surge Protector	$ 78.27	5,000	$ 0.0185

COMMODITY CODE	ADDITIONAL ACCESSORIES AVAILABLE (if *not* included in configuration/class)		LOW/ HIGH VOL.
985-02-06001-9	DP-410	Reversing Document Feeder	11.48
985-02-06002-7	DU-410	Duplex Unit	6.61
985-02-06003-5	DF-410	Internal Finisher (can not be combined with job separator)	16.43
985-02-06004-3	PF-410	300 Sheet Drawer (up to 3 additional drawers or spacers can be added)	5.29
985-02-06005-0	JS-410	Job Separator (can not be combined with internal finisher)	3.14
985-02-06006-8	Scan System F	Network Scanner	9.91
985-02-06007-6	Fax System L	Fax & Network Fax	9.91
985-02-06008-4	MM-13-32	32MB Fax Memory Board	5.01
985-02-06009-2	IB-23	Secure Network Interface	7.68
985-02-06010-0	Original Holder	Platen Cover	1.96
985-02-06011-8	Copier Stand	Copier Stand	2.83
985-02-06012-6	Stand Spacer	Stand Spacer (up to 3 additional drawers or spacers can be added)	1.01
985-02-06013-4	SD-100-16A	16 MB Memory Upgrade - 100 Pin DIMM	0.55
985-02-06014-2	SD-100-32A	32 MB Memory Upgrade - 100 Pin DIMM	0.70
985-02-06015-9	SD-100-64A	64 MB Memory Upgrade - 100 Pin DIMM	1.09
985-02-06016-7	SD-100-128A	128 MB Memory Upgrade - 100 Pin DIMM	1.67
985-02-06017-5	SD-100-256A	256 MB Memory Upgrade - 100 Pin DIMM	2.07

NOTE: Monthly rental price includes equipment, service and supplies.

State of Texas Contract No. 985-A6-Photocopiers/Rental



Available in both low and high volume plans.

KM/CS-3060

- **Speed: 30 cpm/ppm**
- **Standard Duplexing**
- **Resolution: 600 x 600 dpi**

CONFIG./ CLASS	COMMODITY CODE	MODEL AND ACCESSORIES	DESCRIPTION	MONTHLY RENTAL PRICING: LOW VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
10E	985-01-66210-4	KM/CS-3060/ DP-670/PF-670 DF-730/AK-670/ Surge Protector	30 C.P.M. Digital Copier with duplexing/ Document Processor (RADF)/Dual 500 Sheet Drawer 1000 Sheet Finisher/ DF-730 Attachment Kit/ Surge Protector	210.94	10,000	0.0075

CONFIG./ CLASS	COMMODITY CODE	MODEL AND ACCESSORIES	DESCRIPTION	HIGH VOLUME MONTHLY RENTAL	COPIES INCLUDED	EXCESS COPY CHARGE
10E	985-01-66220-3	KM/CS-3060/ DP-670/PF-670 DF-730/AK-670/ Surge Protector	30 C.P.M. Digital Copier with duplexing/ Document Processor (RADF)/Dual 500 Sheet Drawer 1000 Sheet Finisher/ DF-730 Attachment Kit/ Surge Protector	275.35	25,000	0.0075

COMMODITY CODE	ADDITIONAL ACCESSORIES AVAILABLE (if *not* included in configuration/class)		LOW/ HIGH VOL.
985-02-06007-6	Fax System M	Fax System (network fax)	19.27
985-02-14011-8	Data Sec. Kit (C)	HDD Erase Kit for Copy/Print	6.67
985-02-14012-6	UG-30	PDF Upgrade	9.21
985-02-14013-4	BU-10	Fax Data Back-Up Kit	3.59
985-02-14025-8	SD-100-512B	512 MB Memory Upgrade - 100 Pin DIMM	4.56

NOTE: Monthly rental price includes equipment, service and supplies.

AI-16562 **18.B.**

Financial Report

CC REGULAR

Date:	07/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Financial Report: May 2009

BACKGROUND

Policy Council Approval: 07.20.09

Fiscal Impact

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:54 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 10:32 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Linda Galaviz			Started On: 07/16/2009 11:53 AM	
Final Approval Date: 07/17/2009				

Hidalgo County Head Start Program

Policy Council Agenda

DATE: July 15, 2009

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report for May 2009

****

INITIATED BY: Elma Keller, Finance Director

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
Encumbrance Budget Report - 2009 POLICY COUNCIL BUDGET
From 5/1/2009 Through 5/31/2009

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Total Budget Remaining	Current Actual
01	SALARIES	15,045,945.65	5,414,758.08	0.00	9,631,187.57	64.00%	1,140,283.64
02	FRINGE BENEFITS	5,546,976.22	2,053,291.52	0.00	3,493,684.70	63.00%	378,030.10
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100.00%	0.00
04	EQUIPMENT	12,000.00	0.00	0.00	12,000.00	100.00%	0.00
05	SUPPLIES	861,390.20	427,454.37	44,941.89	388,993.94	45.00%	74,139.80
06	OTHER COST	1,750,094.93	904,184.83	52,346.01	793,564.09	45.00%	201,597.54
Report Total		23,226,407.00	8,799,688.80	97,287.90	14,329,430.30	62.00%	1,794,051.08

AI-16561 **18.C.**

Improvement Funds

CC REGULAR

Date:	07/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Ratification of 2009 Program Improvement Funds Application

BACKGROUND

Policy Council Approval: 07.20.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

*pending attachment of form.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:51 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 03:52 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Linda Galaviz			Started On: 07/16/2009 11:52 AM	
Final Approval Date: 07/17/2009				

AI-16560 **18.D.**

MOU with UTPA

CC REGULAR

Date:	07/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Memorandum of Understanding between Hidalgo County Head Start Program and the University of Texas Pan American

BACKGROUND

Policy Council Approval: 07.20.09

Fiscal Impact

Attachments

Link: UTPA MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:48 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 10:20 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW
Form Started By: Linda Galaviz			Started On: 07/16/2009 11:49 AM	
Final Approval Date: 07/17/2009				

MEMORANDUM OF UNDERSTANDING
Between
Hidalgo County Head Start Program and
The University of Texas Pan American
2009 - 2010

WHEREAS, the County of Hidalgo Acting by and through the Hidalgo County Head Start Program ("Head Start"), a governmental entity, desires to provide a Head Start Program for children ages 3 and 4 years old at the University of Texas-Pan American campus, hereinafter referred to as "University".

WHEREAS, the University desires to provide facilities to the Head Start Program, where it can provide its services to qualified children of the service area,

NOW THEREFORE, The University and Head Start covenant and agree as follows:

1. Classes

Head Start agrees to provide all personnel, supplies and equipment, during regular Head Start Program hours, in order to provide child development and daycare services for qualified children of the service area. The Head Start Program will provide the services necessary to meet the goals of all the program components: Education, Health, Mental Health, Disabilities, Nutrition, and Family Services. This program will operate between the hours of 7:30 a.m. and 5:30 p.m. as needed in facilities provided and designated by the University at College of Education Model Lab Center. The University will designate two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area to be used by the Head Start Program for a program defined above.

2. Terms

The term of this Memorandum of Understanding is for one (1) year commencing July, 2009 and terminating July, 2010.

3. Facilities

The University hereby agrees to provide two (2) classrooms located in the College of Education, a kitchen area for food preparation, office space, a minimum of three (3) reserved parking spaces for parents, and a play ground area on a year round basis for Head Start to conduct its Early Childhood Development Program. Playground area will be fenced, according to Standard, at the expense of the Head Start Program. Head Start agrees to pay for all utilities, including but not limited to, lighting, heating, ventilation, air conditioning, water and general custodial services reasonably required to provide services. Head Start will also pay for all expenses

associated with the maintenance of the facility and seven (7) parking passes for the Head Start staff. Head Start shall coordinate all programs and schedules with the assigned Liaison of the University.

Head Start assumes full responsibility and liability arising from, associated with or in any way connected to the storage of all property of Head Start on the premises of the University. In connection therewith and not in any way limiting the foregoing, Head Stat expressly assumes all liability and responsibility for theft or damages to property of Head Stat located on the premises of the University. Head Start further agrees to hold the University harmless from all liability associated with or related to property of Head Start located on the premises of the University.

4. Damages or Destruction

In the event any equipment and/or other property of Head Start or the University is damaged or destroyed by Head Start, its employees, agent, or guests regardless of the extent of such damage or destruction, Head Start shall within five (5) days from the date of such damage or destruction, begin to repair, reconstruct, or replace the damaged or destroyed equipment, building, or other property of Head Start or the University. Said repair, reconstruction, or replacement shall be pursed with reasonable diligence so that the equipment, building or other property of the University shall be restored to substantially the same condition it was in prior to the happening of such damage or destruction, provided, however, that if commencement or completion of this restoration is prevented or delayed by reasons beyond the control of Head Start, the completion of this restoration will automatically be extended for the period of each such delay. Head Start shall, within twenty-four (24) hours, report any such damage to the University.

5. Insurance

At all times during the term of this Memorandum of Understanding, Head Start shall provide and keep in force all liability insurance covering Head Start's contractual indemnification for property damage and personal injury. Head Start agrees to carry insurance covering its liability due to its operation to the extent permitted by law. Head Start shall furnish the University with certificates of all insurance required.

6. Indemnification

To the extent authorized under the constitution and laws of the State of Texas, the University shall hold Head Start harmless from liability resulting from the University's acts of omissions within the terms of this Memorandum of Understanding provided, however, the University shall not hold Head Start harmless from any claims, demands, or causes of action arising in favor of any person or entity resulting directly or indirectly from negligence (whether sole, joint, concurring or otherwise) of Head Start, its officers, agents, representatives, or employees, or any person or entity not subject to the University's supervision or control. Head Start agrees to

indemnify and hold the University entirely free and harmless from all liability arising from Head Start's agents, employees, and representatives.

7. Other

The University's College of Education (COE) student organizations agree to collaborate with Head Start through community service projects such as: Week of the Young Child, dia del libro, adopt a child, holiday events, etc. The COE agrees to identify courses that will participate in Head Start Model Lab Center to include: Early Childhood Education, Bilingual Education and Special Education. The COE agrees to assist Head Start in receiving NAEYC accreditation. Early Childhood Graduate students will set up STAP classrooms as per NAEYC guidelines. Head Start agrees to allow the University to use the Head Start classrooms as a site for research involving young children by designated faculty with appropriate IRB forms. Head Start agrees to allow the University to use the Head Start classrooms to provide field experiences to students at the COE studying child development and the teaching and learning process (observations, activities, lessons, etc.). Head Start agrees to allow COE faculty to model appropriate lessons based on young children's developmental needs and interests in areas such as early language and literacy skills, dual language development, math concepts, exploring science and nature, social and emotional skills, utilizing a philosophy of active learning through play that will contribute to their success in later schooling. Head Start parents who enroll their children in the COE Head Start Model Lab Center will grant permission for their children to be part of the naturalistic observation research that takes place daily. This will be done through the one-way view windows in classrooms 1.404 and 1.406.

8. Termination

The University and Head Start shall have the right to cancel this Memorandum of Understanding for any reason upon thirty (30) days notice. Any notice of termination must be in writing and sent by certified mail no less than thirty (30) days before the effective date of such termination.

This partnership is in effect from July, 2009 through July, 2010.

Date: _____ Date: _____

By: _____ By: _____
James R. Langabeer Honorable J.D. Salinas, III
The University of Texas-Pan American Hidalgo County Judge

Date: _____

By: _____
Teresa Flores, Executive Director
Hidalgo County Head Start Program

AI-16559 **18.E.**

Bid Awards and Contracts

CC REGULAR

Date:	07/21/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts for Low Bidders Meeting all Specifications for:

1. Air Conditioning Maintenance and Repair Bid #2009-04-036
2. Plumbing Repair Bid #2009-04-037
3. Lawn Care Services Bid #2009-04-038

BACKGROUND

Policy Council Approval: 07.20.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: bid award

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:47 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 10:11 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Linda Galaviz — Started On: 07/16/2009 11:42 AM

Final Approval Date: 07/17/2009

Hidalgo County Head Start Program
Policy Council Agenda Request

DATE: July 15, 2009

SUBJECT: Discussion/Approval of Bid Awards and Contracts to low Bidders Meeting All Specifications for:

1. Air Conditioning Maintenance & Repair- Bid #2009-04-036
2. Plumbing Repair- Bid #2009-04-037
3. Lawn Care Services- Bid #2009-04-038

RATIONALE/NEED: Contract must be secured in order to continue services to all Head Start Facilities.

RECOMMENDATION: Administration recommends approval of Bid Awards to:

(1) Air Conditioning Maintenance & Repair- RBC Services
(2) Plumbing Repair- Mike's Plumbing & Electrical, Inc.
(3) Lawn Care Services- I Want You Lawn Care

COST: Yearly Estimated Cost:

(1) $25,000 - Air Conditioning Maintenance & Repair
(2) $25,000 - Plumbing Repair
(3) $25,000 - Lawn Care Services

RELATED INFORMATION INCLUDED: Memo/Contracts

* *

INITIATED BY: Ambrosio Tovar, Procurement Director

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: _____

HIDALGO COUNTY HEAD START PROGRAM

P. O. BOX 0117 ♠ EDINBURG, TEXAS 78540♠ TEL: (956) 383-0706 ♠ FAX: (956) 380-2588

To: Edmundo Garcia, Assistant Program Director

From: Ambrosio Tovar, Procurement Director

Date: June 1, 2009

Subject: RFB-AC Maintenance & Repairs/Plumbing Repairs/Lawn Care

We have opened the bids for the Air Conditioning Maintenance & Repairs, Plumbing Repairs, and Lawn Care. We received several bids for each category with the exception of the plumbing bid which we only received one (1). The following vendors are being recommended on the basis that they have submitted the lowest and best bid. Attached is a listing of all bids submitted.

The following is a recap of the bids recommended for approval.

Air Conditioning Maintenance & Repairs	2009-04-036	RBC Services	$45.00/Hr. 17.5% Mark-Up on Parts
Plumbing Repairs	2009-04-037	Mikes Plumbing & Electrical, Inc.	$75.00/Hr. 30% Mark-Up on Parts
Lawn Care	2009-04-038	I Want You Lawn Care	$70.00/Month Per Center

We will prepare an agenda item for the PC meeting of July 2009. Should there be any questions, please let me know.

Thank You.

RFB 2009-04-036
AIR CONDITIONING AND MAINTENANCE

• RBC SERVICES 300 N. Alamo Rd. Alamo, TX 78516	(Rudy Cantu) (956) 223-0786	$45.00 per hour 17.5% mark up for parts
• HECTOR'S AIR CONDITIONING 2616 N. 6th St. McAllen, TX 78501	(Hector Becerra) (956) 648-1417	$50.00 per hour 17.5% mark up for parts
• WYE DELTA MECHANICAL LLC 410 E. 9th St. Mission, TX 78572	(Roel Garza) (956) 533-2255	$85.00 per hour 35% mark up for parts

RFB 2009-04-037
PLUMBING REPAIRS

• MIKES PLUMBING & ELECTRICAL, INC P.O. BOX 3285 McAllen, TX 78501	(Kris Losoya) (956) 686-1353	$75.00 per hour 30% mark up for parts

RFB 2009-04-0038
LAWN CARE

• I Want You Lawn Care. 1206 E. Helmer St. Pharr, TX 78577.	(Eladio Pruneda Jr.) (956)-904-6636	$70.00 per center/month
• Lawn Care Experts. P.O. BOX 3878 Edinburg, TX 78540.	(Alberto De Leon) (956)-792-6614	$90.00 per center/month
• RGVC Enterprise P.O. BOX 1566 Edinburg, TX 78540	(Deanna L. Chapa) (956)-460-4290	$342.00 per center/month
• Native Land Design 301 Brushy Creek Rd Ste. 108 Cedar Park, TX 78613	(Rogelio De Leon) (512) 918-2271	$150.00 per center/month
• Rincones Group P.O. Box 269 Sebastian, TX 78594	(Hilario Rincones) (956)-347-5258	$79.50 per center/month

Air Conditioning Maintenance & Repair

Bid #2009-04-036

RBC Services

CONTRACT FOR SERVICES
BID # 2009-038-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the **1st** day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **RBC SERVICES** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day, of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

RBC SERVICES
300 N. ALAMO RD.
ALAMO TX, 78516

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the

Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
RBC SERVICES

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD
START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM
AIR CONDITIONING SERVICE

EXHIBIT A

Description of Services

The following work is required on an as needed basis:

Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.

Overhaul equipment and devices not in proper working order.

Replace equipment, devices, system, compressors, or components not in proper working order.

Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.

Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Director or designated department head.

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. The additional number is not to be used unless there has been no response to emergency calls within (2) hours.
(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

Exhibit A, Description of services (Cont.)

ACCESS TO BUILDINGS: Field Operations Director designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. Center Location
2. Date
3. Description of Repair (s) being performed
4. Labors Price
5. Serial Number of unit which was worked on
6. Parts – Price
7. Parts Mark–up Price
8. Purchase Order
9. Confirmation Signature form Center Director

HIDALGO COUNTY HEAD START PROGRAM

AIR CONDITIONING SERVICE

EXHIBIT B

Fee Schedule

Air Conditioning Repair: $ 45.00 per hour.

Parts Mark Up: 17.5 %

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit D, consisting of 1 page.
8. Bid Page consisting of 1 Page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 page.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

4-21-09

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Bid No: 2009-04-036	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
FOR
HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

LEGAL NOTICE

Bid No: 2009-04-036

1. Sealed bids will be received for **"AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- AIR CONDITIONING MAINTENANCE & REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on WEDNESDAY MAY 27, 2009 . NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more venders may be designated as approved A Primary@ and/or A Secondary@ vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase n the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason fro the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIBERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.

- Deliveries shall be accepted between 8:00 AM and 4:30 PM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep he County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included fro your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	Wednesday May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (At the County@) to disclose in the Conflict of Interest Questionnaire (the ACIQ@) attached as Exhibit D, the vendor, person, consultant or contractor=s affiliation or business relationship that might cause a conflict of interest with the Hidalgo County Head Start Program. By law, the CIQ must be field 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"AIR CONDITIONING MAINTENANCE & REPAIR BID #2009-04-036
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21st, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

SPECIFICATIONS FOR AIR CONDITIONING MAINTENANCE & REPAIR

BID #2009-04-036

OBJECTIVE:

The objective of this contract is to provide full service for all **"AIR CONDITIONING MAINTENANCE & REPAIR"** for Hidalgo County Head Start Program at the facilities listed herein and to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's standards. Contractor understands and agrees that this is a **"LABOR AND COST OVER PARTS"** contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT:

Bidders must examine air conditioning systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of serviced required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL:

The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Serial Number of unit which was worked on**
6. **Parts – Price**
7. **Parts Mark-up Price**
8. **Purchase Order**
9. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes_____ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hours points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

INSURANCE: Comprehensive General Liability - Coverage shall be written on an occurrence basis. Hidalgo County Head Start Program to be additional insured on General and Pollution Liability. Coverage shall provide against the following risks:

a. Board Form Property Damage
b. Independent Contractors
c. XCU Hazards (explosion, collapse, and underground damage)
d. Contractual Liability (arising from indemnity agreement in contract)
e. Completed Operations
f. Premises & Operations
g. Pollution - $ 500,000 Per Occurrence
$1,000,000 Aggregate

Comprehensive General Liability coverage shall be combined single limit for bodily injury and property damage and shall be written for the following limits:

$500, 000 - General Aggregate Limit
$500, 000 - Products - Completed Operations Aggregate Limit
$500, 000 - Personal and Advertising Injury Limit
$500, 000 - Each Occurrence Limit
$500, 000 - Fire Damage Limit
$ 5, 000 - Medical Expense Limit (Any one person)

Commercial catastrophe (Umbrella) Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

OCP - Owner's and Contractor's Protective Liability shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage
$500,000 - Annual Aggregate

Comprehensive Automobile Liability shall be written for all owned vehicle, non-ownership liability and hired vehicle and shall be written for the following limits:

$500,000 - Each occurrence for Bodily Injury and Property Damage

Worker's Compensation - Texas Statutory Limit

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "B"

CENTER DIRECTORY

Exhibit "B"
CENTER ROSTER

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Peñitas H/S Center** CM: Marissa Guerra 1 Mile South of Hwy 83 Peñitas, TX 78576 Tel: 584-7164 Fax: 580-0418	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**Progreso H/S Center** CM: Sylvia Serrano Corner of S. 1015 & Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Noe Gonzalez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Oralia DeHoyos 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 400 W 13th Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Sullivan City H/S Center** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"
Insurance Requirements

The proposer/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to Hidalgo County Head Start Program- Procurement Department for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____ General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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.

_____ _____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

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 nay of its officials or employees, any of the terms or provisions set forth in their Request fro 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 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: _____, 2009

REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2009-04-036

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: _____per hour.

Parts Mark Up: _____%

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** · Less than 125,000 annual gross receipt · Black American · Native American · Less than 250,000 annual gross receipt · Hispanic American · Women · Less than 499,000 annual gross receipt · Asian Pacific American · Other · More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**

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 Hidalgo County Head Start Program 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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed: _____.
HUB Subcontractor Name: _____. HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:
HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFB.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

DRAFT

CONTRACT FOR SERVICES
BID # 2009-04-036

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the _ day of **2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and_____. (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the ___ day of**, 2010**.

WITNESSETH:

WHEREAS, Program requires certain services which Provider is able to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be used for the provision of services the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agree as follows:

A. 1. Provider represents that he is licensed by the State of Texas and qualified to perform and execute services provided in the Agreement. If such license is suspended or revoked, this Contract shall automatically be terminated and Provider shall immediately notify the Program of such suspension or revocation.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program federal grantor agency or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any time. The Provider 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 Program.

3. As consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall submit a requisition for payment of said services in the customary manner provided for payments utilized by the Program. The Provider shall be

compensated based on the Program's fee schedule, a copy of which is attached As Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and maintains that he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

6. Provider agrees to provide professional liability, premises liability and auto liability insurance (if providing transportation to the Head Start children) covering his and his employee's activities in the services for the Program in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act,

§101.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish the Program a certificate issued by the insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or right under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold the Program and the County of Hidalgo, its employee's, officers and agent harmless from any and all claims, actions, liability, and expenses

including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim or (action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim or action.

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for ninety (90) days from the date of termination (_____, 2010) of the Contract period at the same rate and terms. A thirty (30) day written notice of intention to extend will be provided prior to expiration by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above.

EXECUTED as of the day and year first written above.

PROVIDER:

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

By: _____
Teresa Flores, Executive Director

ATTEST:

BY: _____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Date: _____

Date approved:
Policy Council 4/16/2009
Commissioners Court 4/21/2009

Form **W-9**
(Rev. January 2006)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | Signature of U.S. person ▶ | Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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.

LETTERS OF RECOMMENDATION:

Must submit three Letter's of Recommendation (example: schools, cafeterias, day cares, or other Governmental Entities) on services provided to any of the Entities mentioned above. Letters must be included in bid package. (Original letters only)(No copies will be accepted).

EQUIPMENT:

Attached is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

- The following work is required on an as needed basis:
  - Cleaning all components, removing dust, old lubricants or contaminants to allow equipment to function as designed.
  - Overhaul equipment and devices not in proper working order.
  - Replace equipment, devices, system, compressors, or components not in proper working order.
  - Company to provide the required preventive maintenance to reduce shipments of repairs utilizing this "Emergency Repair" delivery service.
  - Will require repairs on central air conditioners units with heating systems.
- Parts requiring replacement shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Steam cleaning of fan and coil units is not routine service. Cleaning shall be conducted outside normal operating hours to prevent building temperature extremes and inconvenience to building occupants. Cleaning shall be coordinated with the Field Operation Coordinator or designated department head. (Upon Request)

Please list which certificates rating your company currently holds for Air Conditioning and/or Refrigeration: **PLEASE PROVIDE COPY OF LICENSE.**

1) Master
2) Journeymen
3) Apprentice

CERTIFICATE: A 0- Unlimited occurred Tons

Yes ✓ No_____

CERTIFICATE: B 0-25 Tons

Yes_____ No_____

STATE OF TEXAS

RAUL GONZALEZ

AIR CONDITIONING &
REFRIGERATION CONTRACTOR

RBC SERVICES

LIC.# TACLA26387C
EXPIRES 12/18/2009

TEXAS DEPARTMENT OF LICENSING AND REGULATION

STATE OF TEXAS

RODOLFO OSCAR CANTU

REGISTERED AIR CONDITIONING &

REFRIGERATION TECHNICIAN

REGISTRATION NUMBER 7648
EXPIRES 07/03/2009

TEXAS DEPARTMENT OF LICENSING AND REGULATION

[redacted] Institute

Program EPA Approved
December 28, 1993

EPA Certified

CERTIFICATE NO. 0340440208900

NAME: RODOLFO O. CANTU

has been certified as a

UNIVERSAL

technician as required by 40CFR part 82 sub[redacted]

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Rudy D. Cantu, authorized representative for KBC Services,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $ 500,000.00 General Liability: $ 1,000,000.00 .

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

R. Cantu
Authorized Representative

5-25-09
Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, Rudy D. Cantu, possess all of the APPLICABLE:

1) Licenses: ✓ yes
2) Bonds: N/A
3) Certificates: ✓ yes
4) Permits: ✓ yes
5) Other: INSURED

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 Head Start Program 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.

R. Cantu
Authorized Signature

5-25-09
Date

RBC Services
Company

300 N. Alamo Rd.
Address

Alamo, Tx. 78516
City, State, Zip

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "AIR CONDITIONING MAINTENANCE & REPAIR"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, RBC SERVICES, 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 nay of its officials or employees, any of the terms or provisions set forth in their Request fro 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 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: R. Cantu / OWNER

Subscribed and sworn to before me this 27th day of May, 2009.

Belia U. Cantu

Notary Public

My Commission expires: 4-28-2012, ~~2009~~ BUC

BELIA U. CANTU NOTARY PUBLIC STATE OF TEXAS EXPIRES 4-28-2012

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

2007906

1 Name of person doing business with local governmental entity.

RBC "HVACR" SERVICES, LLC.

2 ☐ Check this box if you are filling 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.

N/A

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 additonal 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 government entity?

☐ Yes ☑ No

C. Is the filer of the 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 R. Cantú

Signature of person doing business with the governmental entity

RODOLFO O. CANTÚ

6-1-09

Date

Filed for Record in:
Hidalgo County
Arturo Guajardo Jr.
County Clerk
On: Jun 17,2009 at 09:15a
As a Recording
Document Number: 2007906
Total Fees : 16.00
Receipt Number - 1146915
By, Mónica Cepeda, Deputy

EXHIBIT D

Hno Angelica Salinas

Hidalgo County Head Start Program
Procurement Department
AIR CONDITIONING MAINTENANCE & REPAIR
BID #2009-04-036

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

AIR CONDITIONING REPAIR & MAINTENANCE: $45.00 **per hour.**

Parts Mark Up: 17.50 %

BIDDER/COMPANY NAME: RBC Services

ADDRESS: 300 N. Alamo Rd.

CITY/STATE/ZIP CODE: Alamo, TX, 78516

TELEPHONE NUMBER: 956) 223-0784 FAX NUMBER: 956) 781-0588

CELLULAR/PAGER NUMBERS: 956-223-9997

TITLE: Owner

SIGNATURE: R. Cantu 6-1-09

PRINTED NAME: Rudy O. Cantu

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name RBL Services	**Telephone No.** (956) 223-0786
Mailing Address 300 N. Alamo Rd	**Fax No.** (956) 781-0598
City, State, Zip Alamo, TX. 78516	**Tax I.D. No.**
Remit to Address	**City, State, Zip**
Representative(s) Name(s) & Title(s) Rudy O Cantu owner	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation
_____ (LLC) _____ Other, Specify

Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____
Broker_____ Distributor _____ (Service Organization) _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Rudy O. Cantu owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
· Less than 125,000 annual gross receipt	· Black American	· Native American
· Less than 250,000 annual gross receipt	· Hispanic American	· Women
· Less than 499,000 annual gross receipt	· Asian Pacific American	· Other
· More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: · Yes · No
Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** · Yes · No

What type of product(s) is/are solicited by your company?: A/- conditioning Maintenance and Repair
Would you like to be provided with specifications for procurements of such products?: (Yes) · 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 qual opportunity for participation in the Hidalgo County Head Start Program procurement process. This fact holds true for ervices (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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources?: 0 % (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____ Subcontract Amount: $_____ Description of Work to be Performed: _____.

HUB Subcontractor Name: _____ HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The RBC Services (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFB.

Signature: R. Curtis

Print Name: Rudy O Curtis

Title: Owner

Telephone No.: 951 123-0786 Date: 5-25-09

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/15/2009

PRODUCER
STATE FARM INSURANCE
ROBERT ELIZALDE
5107 S MCCOLL RD
EDINBURG TX 78539

THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
RBC SERVICES
300 N ALAMO RD
ALAMO TX 78516

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: STATE FARM LLOYDS	
INSURER B: STATE FARM MUTUAL	
INSURER C: TEXAS MUTUAL 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 LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	90-BF-B056-5 L	06/07/2009	06/07/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1000000 $ 50000 $ 10000 $ 1000000 $ 1000000 $ 2000000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	BINDER	06/15/2009	06/15/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1000000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BINDER	06/15/2009	06/15/2010	[X] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500000 $ 100000 $ 100000
		OTHER					

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

1998 FORD ECONOLINE VAN 2388
1999 FORD F 250.....1130

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
1901 WEST 107
MCALLEN TX 78504

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

18145

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
RUDY CANTU Rodolfo Cantu

Business name, if different from above
RBC "HVACR" SERVICES, LLC

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ C
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
300 N. ALAMO RD.

City, state, and ZIP code
ALAMO, TX 78516

Requester's name and address (optional)
Hidalgo County Head Start Program
1901 W. State Hwy 107
Edinburg, Tx. 78504

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
: :

or

Employer identification number
26 : 3293254

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. citizen or other U.S. person (defined below).

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 ▶ R. Cantu — Date ▶ 5-25-09

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

Interactive TIN Session:Interactive Results

This screen provides you with the results of your TIN Match request. The "Match Indicator" displays a code next to the TIN and name combination. Use the codes below to interpret your results:

0 = TIN and Name combination matches IRS records.
1 = TIN was missing or TIN not 9-digit numeric .
2 = TIN entered is not currently issued.
3 = TIN and Name combination does not match IRS records.
4 = Invalid TIN Matching request.
5 = Duplicate TIN Matching request.
6 = TIN and Name combination matches IRS SSN records.
7 = TIN and Name combination matches IRS EIN records.
8 = TIN and Name combination matches IRS SSN and EIN records.

Important ! Before leaving this screen, you may want to do a Print Screen of the results. Once you exit this screen, the interactive results will no longer be available for viewing.

Using the TIN Matching system allows you to verify the accuracy of taxpayer TIN and name information prior to submitting information to IRS. Internal Revenue Code 6724 provides any penalties under Section 6721 may be waived if the filer shows the failure to file a correct TIN on an information return was due to reasonable cause and not willful neglect. Filers may prove due diligence and receive a waiver from proposed penalties if they prove the TIN and name combination they submitted matched IRS records. Providing a copy of the Print Screen of your Interactive Results will be considered proof of due diligence.

1	EIN	26-3293254	rbc services llc	0

You may do either of the following:

- Select ***Another Tin Matching Request*** to check more TIN and Name combinations.
- Select ***Done*** to return to the TIN Matching home page.

Another TIN Matching Request | Done

Plumbing Repair

Bid #2009-04-037

Mikes Plumbing & Electrical, Inc.

CONTRACT FOR SERVICES
BID # 2009-037-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **MIKES PLUMBING & ELECTRICAL, INC.** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day, of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and

maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

MIKES PLUMBING & ELECTRICAL, INC.
P.O. BOX 3285
McALLEN TX, 78501

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right

to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
MIKES PLUMBING & ELECTRICAL, INC

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L. Crain

HIDALGO COUNTY HEAD START PROGRAM
PLUMBING SERVICE

EXHIBIT A

Description of Services:

Awarded Vendor shall perform services in Hidalgo County as described below. All keys given to Contractor must be returned within forty-eight hours (48).

- To install additional (new) gas and water lines, including fixtures, Water Heater, Etc.
- Replace– parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.

(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.

(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Director or designated representatives; a copy of such listing shall be provided to vendor.

HIDALGO COUNTY HEAD START PROGRAM

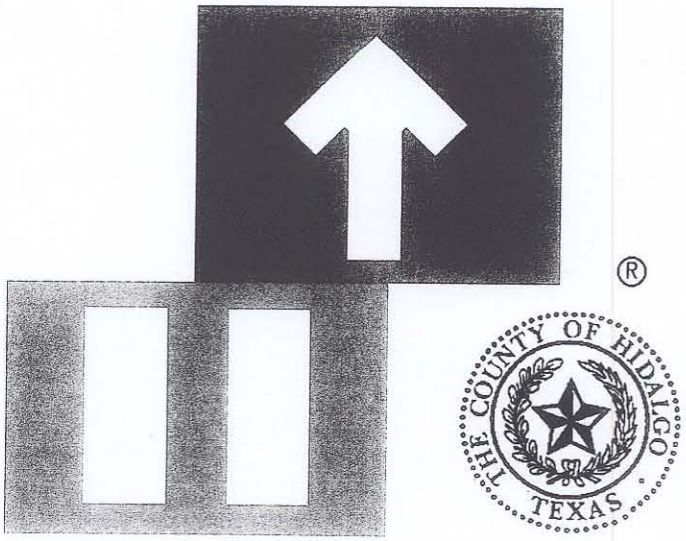
PLUMBING SERVICE

EXHIBIT B

Fee Schedule:

Plumbing Repair: 75.00 PER HOUR

Parts Mark Up: 30%



Hidalgo County Head Start Program

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"PLUMBING REPAIR BID #2009-04-037
for Hidalgo County Head Start Program

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications/BID PAGE, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 1 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 2 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bidder/Vendor Application, consisting of 1 page.
9. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
10. Certification Regarding Debarment, Suspension consisting of 1 page.
11. Bid Tabulation Sheet consisting of 1 page.
12. Draft Contract consisting of 6 pages.
13. W-9 Form (Request for Taxpayer ID) consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

4-21-09
Date

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**

Request for Bids - "PLUMBING REPAIR"
FOR HIDALGO COUNTY HEAD START PROGRAM

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

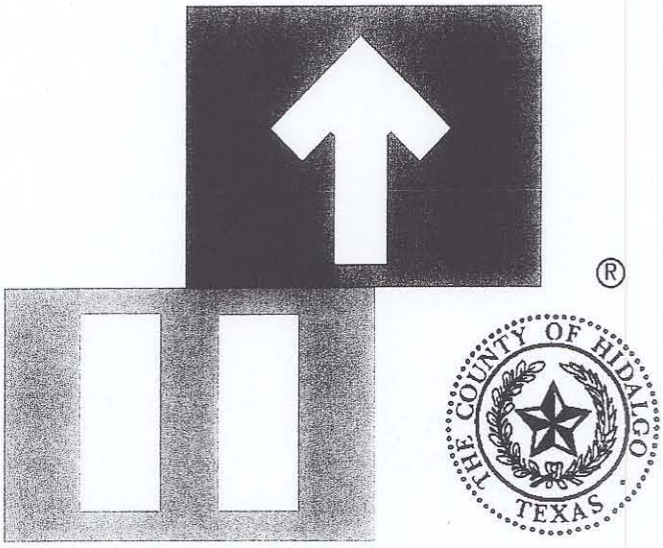
Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Bid No: 2009-04-037	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149



REQUEST FOR BIDS

Hidalgo County Head Start Program
Edinburg, Texas

PLUMBING REPAIR BID #2009-04-037
FOR
HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 S.H. W. State Hwy 107
McAllen, TX 78504
956-380-4149

LEGAL NOTICE

Bid No: 2009-04-037

1. Sealed bids will be received for **"PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- PLUMBING REPAIR" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Wednesday, May 27, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved A "Primary" and/or A "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to 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. The County may purchase in the open market any commodity reported by a vendor to be on

back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchase orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM and 4:30 PM Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.

- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:
a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 2:00 P.M.	May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program ("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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"PLUMBING REPAIR BID #2009-04-037
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT A

SPECIFICATIONS FOR PLUMBING REPAIR

BID #2009-04-037

OBJECTIVE: The objective of this contract is to provide full service maintenance and repair of all plumbing systems to include emergency service call to keep the equipment useable and operable. Work performed shall be in accordance with manufacturer's commercial practice. Contractor understands and agrees that this is a "LABOR AND COST OVER PARTS" contract and that he will supply all equipment and parts which furnish all labor, parts, materials and supplies necessary to complete this contract.

SITE VISIT: Bidders must examine plumbing systems to ensure they are functioning properly and are in good condition. Bidder shall not be relieved of responsibility for properly estimating cost of service required, or condition of existing equipment, because of his failure to investigate and inspect the equipment. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

SPECIFICATIONS – GENERAL: The following specifications apply to this contract:
Any job orders which are estimated to exceed $1,000.00 must be approved by the Field Operations Director prior to being performed.

BILLING SPECIFICATIONS: Invoices must be submitted to the Field Operations Department on a weekly basis. The following information must be listed on the submitted invoice.

1. **Center Location**
2. **Date**
3. **Description of Repair(s) being performed**
4. **Labors Price**
5. **Parts – Price**
6. **Parts Mark-up Price**
7. **Purchase Order**
8. **Confirmation Signature form Center Director**

LETTERS OF RECOMMENDATION:

Bidders must submit three (3) letters of recommendation (example: schools, cafeterias, day cares, or other governmental entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

EQUIPMENT:

The following is a list of Centers locations where the equipment will be serviced under this contract.

SEE ATTACHED LIST (Exhibit B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

The following work is required on an as needed basis:

- To install additional (new) gas and water lines, including fixtures, water heaters, etc.
- Replace – parts (i.e., faucets, fixtures, disposals, pipes) etc. Replacement parts shall be the newest design available provided they are compatible with end-use equipment and functionally equivalent.
- Drain Cleaning service
- Water heater repair (gas or electric)
- Repair broken Gas & Water Lines
- Sewer Lines repaired and/or installed
- Repair of Garbage disposal & dishwasher

□ The following may be **required upon request:**

- Leaky Faucets
- AVP Rooter Service
- Shower pan repair
- Back Flow prevention system (Install and/or re-certify)

EMERGENCY CALLS

Contractor shall provide emergency service at no additional cost, in addition to normal maintenance and repairs as follows:

(a) Emergency response within two (2) hours after call, on a twenty four (24) hour a day basis, everyday, including weekends and holidays.
(b) Contractor shall provide a current list of individuals responsible for providing emergency calls, to Hidalgo County Head Start Program Field Operations Director or designated representative.
(c) Automatic telephone answering or recording device numbers are not acceptable. One additional telephone number of someone within the company management structure shall also be given. This

additional number is not to be used unless there has been no response to emergency calls within (2) hours.

(d) Emergency service requests may only be made by the Field Operations Coordinator or designated representatives; a copy of such listing shall be provided to vendor.

ACCESS TO BUILDINGS: Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour points of access, and other information necessary to insure optimum convenience to all concerned.

(a) The facilities are located at:
SEE ATTACHED LISTS OF HIDALGO COUNTY START PROGRAM CENTER LOCATIONS

(b) All keys given to Contractor must be returned within forty-eight hours (48).

GRACE PERIOD OPTION: Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) day(s) Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE: The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM: The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to Contractors.

SUBCONTRACTING: The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

(b) Interested vendors must have the capabilities to address two or more repairs (jobs) at one time.

NEW SITES: The contracts will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

AWARD: Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2009-04-037

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: _____ **per hour.**

Parts Mark Up: _____ **%**

BIDDER/COMPANY NAME:_____.

ADDRESS:_____.

CITY/STATE/ZIP CODE:_____.

TELEPHONE NUMBER:_____ FAX NUMBER:_____.

CELLULAR/PAGER NUMBERS:_____.

TITLE:_____.

SIGNATURE:_____.

PRINTED NAME:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "B"

CM: Center Manager

Exhibit "B"

Hidalgo County Center Directory

Alamo H/S Center CM: Enedelia Fricks 303 South 7th Alamo, TX 78516 Tel: 787-4318 Fax: 283-0573	**Edinburg III H/S Center** CM: Leonor Ruiz 3817 South I Rd. Edinburg, TX 78539 Tel: 383-7041 Fax: 383-7370	**Las Milpas II H/S Center** CM: Noe Hernandez 901 E. Thomas Pharr, TX 78577 Tel: 787-6525 Fax: 787-6431	**Mission I H/S Center** CM: Zoraida Garcia 115 Mayberry Mission, TX 78572 Tel: 581-2031 Fax: 585-7802	**Peñitas H/S Center** CM: Marissa Guerra 1 Mile South of Hwy 83 Peñitas, TX 78576 Tel: 584-7164 Fax: 580-0418	**Weslaco II H/S Center** CM: Natalia Salas 9 Mile W. 5 Mile N. Weslaco, TX 78596 Tel: 969-3064 Fax: 447-1789
Alton H/S Center CM: Simona Peña 202 W. Dawes Avenue Alton, TX 78572 Tel: 581-8854 Fax: 583-6016	**Edinburg IV H/S Center** CM: Estefana Barco 3215 Richardson Rd. Edinburg, TX 78539 Tel: 383-4730 Fax: 316-0432	**McAllen II H/S Center** CM: Martha DeLeon 1001 S. 16th McAllen, TX 78501 Tel 631-4240 Fax: 682-5709	**Mission II H/S Center** CM: Estella Gonzalez 1105 East 8th Street Mission, TX 78572 Tel: 581-3635 Fax: 583-6218	**Pharr H/S Center** CM: Mariza Garcia 415 E. Clark Pharr, TX 78577 Tel: 781-0116 Fax: 787-4750	**Weslaco III H/S Center** CM: Leticia Rodriguez 6 ½ W & Exp. 83 Weslaco, TX 78596 Tel: 968-9751 Fax: 969-8668
Donna I H/S Center CM: Maria H. Najera 1402 Silver Avenue Donna, TX 78537 Tel: 464-2443 Fax:464-5373	**Edinburg V H/S Center** CM: Ana Villaurrutia 3500 E. F.M. 2812 Edinburg, TX 78539 Tel: 383-0665 Fax: 383-2760	**McAllen IV H/S Center** CM: Imelda Vela 3900 South Ware Rd McAllen, TX 78501 Tel: 318-3797 Fax: 618-1256	**Mission III H/S Center** CM: Diana Mireles 3401 North Mayberry Mission, TX 78572 Tel: 580-9709 Fax: 581-3252	**Progreso H/S Center** CM: Sylvia Serrano Corner of S. 1015 & Palm Progresso, TX78579 Tel: 565-0107 Fax: 514-0317	**Western RD H/S Center** CM: Noe Gonzalez Corner of 2221 & Western Rd Mission, TX 78572 Tel: 583-9700 Fax: 581-8155
Donna II H/S Center CM: Oralia DeHoyos 1715 Miller Avenie Donna, TX 78537 Tel: 464-2561 Fax: 461-3830	**Elsa H/S Center** CM: Alicia Becerra 700 Northwest Elsa, TX 78543 Tel: 262-4542 Fax: 262-3644	**McAllen V H/S Center** CM: Rosa Fuentes 1200 North 25th St McAllen, TX 78501 Tel: 928-1396 Fax: 994-8292	**Mission IV H/S Center** CM: Diana Anzaldua 301 South Inspiration Mission, TX 78574 Tel: 581-6409 Fax: 581-1835	**San Carlos H/S Center** CM: Irma Gonzalez 134 Norh 86 San Carlos, TX 78539 Tel: 381-9119 Fax: 381-9307	**Administration Office** 1901 W. State hwy 107 McAllen, TX 78504 Tel: 383-0706 Fax: 380-2588
Donna IV H/S Center CM: Alicia Zamora 202 West South Avenue Donna, TX 78537 Tel: 461-2699 Fax: 461-3245	**Hidalgo H/S Center** CM: Delia Martinez 621 South 5th St. Hidalgo, TX 78557 Tel: 843-8361 Fax: 843-6739	**McAllen VI H/S Center** CM: Leticia Zepeda 2601 Sarah Avenue McAllen, TX 78502 Tel: 683-8166 Fax: 683-1966	**Monte Alto H/S Center** CM: Alicia Becerra 25249 1st Street Monte Alto, TX 78538 Tel: 262-4591 Fax: 262-9229	**San Juan I H/S Center** CM: Veronica Garcia 200 North Cougar San Juan, TX 78589 Tel: 787-4358 Fax: 787-8265	**Edcouch Kitchen** HC: W. Hwy 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-2552 Fax: 262-5284
Edcouch H/S Center CM: Alejandra Perez W. Hwy. 107 & Mile 4 North Edcouch, TX 78538 Tel: 262-4552 Fax: 262-7527	**La Herencia H/S Center** CM: Olga Rubio RR 3 Box 3059 Mercedes, TX 78570 Tel: 514-4828 Fax: 514-4917	**Vine Terrace H/S Center** CM: Ludivina Almaguer 2220 (B) North 27th St McAllen, TX 78501 Tel: 687-9437 Fax: 630-4707	**Palmview I H/S Center** CM: Cynthia Gonzalez ¼ Mile N 495 on FM 2062 Palmview, TX 78572 Tel: 580-1394 Fax: 519-7373	**San Juan II H/S Center** CM: Norma Donava 601 Earling Rd. San Juan, TX 78589 Tel: 782-1056 Fax: 781-9022	**Mission Kitchen** HC: Susana Garcia 400 W 13th Mission, TX 78572 Tel: 581-7415 Fax: 581-0020
Edinburg I H/S Center CM: Dalia Gutierrez 225 South 25th St Edinburg, TX 78539 Tel: 383-3922 Fax: 383-0823	**La Joya H/S Center** CM: Marissa Guerra 105 E. 5th & Leo Avenue La Joya, TX 78560 Tel: 581-2022 Fax: 584-7298	**Mercedes I H/S Center** CM: Luisa Barrera 1100 W. Expressway 83 Mercedes, TX 78570 Tel: 565-5062 Fax: 514-1163	**Palmview II H/S Center** CM: Beatriz Niño 618 Breyfogle Rd. Mission, TX 78572 Tel: 83-4435 Fax: 584-3178	**Sullivan City H/S Center** CM: Mirta Trigo Highway 83 Sullivan City, TX 78595 Tel: 485-2996 Fax" 485-9597	
Edinburg II H/S Center CM: Dalia Gutierrez 1200 North 1st Street Edinburg, TX 78539 Tel: 380-1088 Fax: 287-9321	**Las Milpas I H/S Center** CM: Virginia Montañez 714 Zapata Avenue Pharr, TX 78577 Tel: 483-1723 Fax: 781-2696	**Mercedes II H/S Center** CM: Olga Rubio 2601 East Mile 8th North Mercedes, TX 78570 Tel: 514-5492 Fax: 514-1247	**Palmview III H/S Center** CM: Ana Cedillo 2401 Moorfield Rd. Rear Mission, TX 78572 Tel: 584-3860 Fas: 584-3857	**Weslaco I H/S Center** CM: Natalia Salas 310 N. Kansas Street Weslaco, TX 78596 Tel: 968-3886 Fax: 969-8116	**C.M.: Center Manager**

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"PLUMBING REPAIR"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"
Insurance Requirements

The bidder/applicant 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. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to Hidalgo County Head Start Program- Procurement Department for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for_____,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

REQUEST FOR BIDS

"AIR CONDITIONING MAINTENANCE & REPAIR"

EXHIBIT E

PROPOSER'S AFFIDAVIT

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

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 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: _____, 2009

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name	**Telephone No. ( )**
Mailing Address	**Fax No. ( )**
City, State, Zip	**Tax I.D. No.**
Remit to Address	**City, State, Zip**
Representative(s) Name(s) & Title(s)	
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**	
State of Incorporation: _____ Other:	
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization _____ Other, Specify	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:	
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** · Less than 125,000 annual gross receipt · Less than 250,000 annual gross receipt · Less than 499,000 annual gross receipt · More than 500,000 annual gross receipt **Disadvantaged Business (At Least 51% Ownership)** · Black American · Native American · Hispanic American · Women · Asian Pacific American · Other **Have you been certified as a HUB or an MBE/WBE source?: · Yes · No** **Indicate Certification No.(s): _____ or are Certificate(s) attached?: · Yes · No**	
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?: · Yes · No**	

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 Hidalgo County Head Start Program 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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed: _____.
HUB Subcontractor Name: _____ HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:
HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Bid

"PLUMBING REPAIR BID #2009-04-037
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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: Mike's Plumbing + Electrical Inc.

Address: P.O. BOX 3285

McAllen TX 78502

By: K. L

Printed Name: Kris Losoya

Title: MANAGER

Hidalgo County Head Start Program
Procurement Department
PLUMBING REPAIR
BID #2009-04-037

BID FORM

Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504
Attn: Ambrosio Tovar, Procurement

PRICE: No preventive maintenance costs are to be applied to contracts. Pricing for contracts should be considered for hourly rate and percentage of cost over the parts.

Hourly Rate for:

PLUMBING REPAIR: 75.00 **per hour.**

Parts Mark Up: 30% %

BIDDER/COMPANY NAME: Mike's Plumbing + Electrical Inc.

ADDRESS: P.O. Box 3285

CITY/STATE/ZIP CODE: McAllen TX 78502

TELEPHONE NUMBER: 956-686-1353 FAX NUMBER: 956-994-3130

CELLULAR/PAGER NUMBERS: 207-6017 Kris manager / 207-5136 Alex

TITLE: MANAGER

SIGNATURE: K. Ly

PRINTED NAME: Kris Losoya

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Kris Losoya, authorized representative for Mikes P + L,
Company/Ven-dor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $ 1,000,000 General Liability: $ 2,000,000.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- ✓ have already been met, see attached copy of insurance certificate.

Kris Losoya
Authorized Representative

5-11-09
Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, Kris Losoya, possess all of the APPLICABLE:

1) Licenses: Master Plbg, Master Elect, Contractors
2) Bonds: yes
3) Certificates: Backflow certified
4) Permits: All Cities
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 Head Start Program 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.

K. [signature]
Authorized Signature

5-11-09
Date

Mikes Plumbing + Electrical Inc.
Company

P.O. Box 3285
Address

McAllen TX 78502
City, State, Zip

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Jun 17,2009 at 09:50A

As a Recording

Document Number: 2007932
Total Fees : 16.00

Receipt Number - 1046947
By:
Ismael Hidalgo, Deputy

1 Name of person doing business with local governmental entity.

Mike's Plumbing & Electrical, Inc.

2 ☐ Check this box if you are filling 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.

N/A

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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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 Ileana M. Losoya
Signature of person doing business with the governmental entity

Ileana M. Losoya

6-17-09
Date

P.02 HCHS PROGRAM JUN-16-2009 18:10

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

**PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "SPECIAL SERVICE PROVIDERS"**

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Ileana M. Losoya, 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 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: Ileana M Loya Manager

Subscribed and sworn to before me this 17th day of June, 2009.

Albert Garcia

Notary Public

My Commission expires: September 20, 2012

ALBERTO GARCIA
MY COMMISSION EXPIRES
September 20, 2012

Official Receipt for Recording in:

Hidalgo County Clerk
P.O. Box 58
Edinburg,TX 78540

Issued To:
MIKE S PLUMBING & ELECTRICAL INC
P.O. BOX 3285
956-686-1353
MCALLEN TX 78502.

Recording Fees

Document Description	Number	Recording Amount
Recording	2007932	16.00
CONFLICT OF INTEREST		
Copies		1.00
		17.00

Collected Amounts

Payment Type	Amount
CASH	20.00
	20.00

Total Received :	20.00
Less Total Recordings:	17.00
Change Due :	3.00

Thank You
ARTURO GUAJARDO JR. - County Clerk

By - Ismael Hidalgo

Receipt#	Date	Time
1046947	06/17/2009	09:50a



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2007932
As
Recording

Recorded On: June 17, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2007932
Receipt Number: 1046947
Recorded Date/Time: June 17, 2009 09:50A

User / Station: I Hidalgo - Cash Station 04

Record and Return To:

MIKE S PLUMBING & ELECTRICAL INC
P.O. BOX 3285
MCALLEN TX 78502

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

HIDALGO COUNTYHEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name Mikes Plumbing + Electrical Inc **Telephone No. ( )** 956 686-1353

Mailing Address P.O. Box 3285 **Fax No. ( )** 956 994-3130

City, State, Zip McAllen TX 78501 **Tax I.D. No.** 174296690 25

Remit to Address **City, State, Zip**

Representative(s) Name(s) & Title(s) Kris Losoya manager / Mike Losoya president

Type of Organization (check one): _____ Individual _____ Partnership __X__ Corporation _____ LLC _____ Other, Specify

Federal Identification No. or (if individual) SS No.

174296690 25

State of Incorporation: TEXAS **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker_____ Distributor _____ Service Organization __X__ Other, Specify

Plumbing SERVICE

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Kris Losoya , Alex Resendez , Mike Losoya

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: · Yes (No)

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** · Yes · No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: · Yes · 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 Hidalgo County Head Start Program 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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: _____ Description of Work to be Performed: _____.

HUB Subcontractor Name: _____ HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The Mikes Plbg (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the Mikes Plbg (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: K. Losoya

Print Name: KRIS LOSOYA

Title: MANAGER

Telephone No.: 686-1353 / 207-6017 Date: 5-11-09

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/08/2009

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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
MIKE'S PLUMBING & ELECTRICAL INC.
P.O. BOX 3285
MCALLEN TX 78502-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN HALLMARK INS.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	44CL439156-03	07/17/2008	07/17/2009	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
		AUTOMOBILE LIABILITY					
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	44CL439156-03	09/29/2008	07/17/2009	EACH OCCURRENCE	$ 3,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$ 3,000,000
		WC/K-COMP					$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER PROPERTY	44CL439156-03	07/17/2008	07/17/2009	BUILDINGS - 2 LOC	220,300
						CONTENTS - 2 LOC	82,400

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 W STATE HWY 107
MCALLEN TX 78504-

CANCELLATION

AI 100740

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

RECEIVED
JUN 09 2009

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas , or
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: MIKE'S PLUMBING & ELECTRICAL INC				
ADDRESS OF NAMED INSURED: PO BOX 3285, MCALLEN, TX 78502				
POLICY NUMBER	077 0797-D07-53			
EFFECTIVE DATE OF POLICY	04/07/09-04/07/10			
DESCRIPTION OF VEHICLE (Including VIN)	FLEET COVERAGE			
LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person				
Each Accident				
b. Property Damage Each Accident				
c. Bodily Injury & Property Damage Single Limit Each Accident	1,000,000			
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
b. Collision	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible	☐ YES ☐ NO $ Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☒ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative | AGENT (Title) | 53-8493 (Agent's Code Number) | 06/08/2009 (Date)

Name and Address of Certificate Holder

HIDALGO COUNTY HEADSTART
1901 W HIGHWAY 107
MCALLEN TEXAS 78504

FAX: 956-381-0439

Name and Address of Agent

Robert Elizalde
5107 S McColl Rd
Edinburg, TX 78539

INTERNAL STATE FARM USE ONLY:
- ☒ Request permanent Certificate of Insurance for liability coverage.
- ☒ Request Certificate Holder to be added as an Additional Insured.

122429.2 Rev. 06-10-2004

13341

RECEIVED
JUL 12 2006

Form **W-9**
(Rev. January 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return) Miki's Plumbing & Electrical Inc

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) PO Box 3285

Requester's name and address (optional)

City, state, and ZIP code McAllen, TX

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
| | | | | | | | | |

or

Employer identification number
7 4 - 2 1 9 1 6 1 6 9 0 1 2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here — Signature of U.S. person ▶ [signature] Date ▶ 06-13-06

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.

Cat. No. 10231X — Form W-9 (Rev. 1-2005)

Sf 10-12

Lawn Care

Bid #2009-04-038

I Want You Lawn Care

CONTRACT FOR SERVICES
BID # 2009-038-07-21

STATE OF TEXAS &
&
COUNTY OF HIDALGO &

THIS AGREEMENT (The "Agreement") is made effective the 1st day of **September, 2009** by and between the HIDALGO COUNTY HEAD START PROGRAM, (hereinafter "The Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **I WANT YOU LAWN CARE** (hereinafter "Provider") to serve at the pleasure of the Program. This Contract for Services may be extended for an additional year upon mutual agreement based on the same terms by the parties and terminating the **31st** day of **August, 2011.**

WITNESSETH:

WHEREAS, Program requires certain services which Provider to provide, a description of each service is attached hereto as Exhibit "A" and incorporated herein for all purposes; and

WHEREAS, the Provider has agreed to provide the services enumerated in this Agreement for the Program; and

WHEREAS, the Program is the recipient of certain federal funds to be utilized for the provision of services to the students of the Program; and

WHEREAS, Program desires the services and repairs to be provided by the Provider; and

WHEREAS, the Provider will service and repair program facility and grounds on the terms and conditions hereinafter set forth; and

NOW, THEREFORE, in consideration of the foregoing and the following Provider and Program agrees as follows:

A. 1. Provider represents that (s)he is licensed by the State of Texas if licensing is required, and is qualified to perform and execute services provided in this Agreement. If such license is suspended or revoked, this Contract shall terminate instanter. The Provider shall immediately notify the Program of suspension or revocation of its license.

2. The Provider shall prepare, maintain and submit all records that are designated, required or prescribed by the Program, federal grantor agency, or County of Hidalgo. In addition, the Provider shall permit the Program, the Department of Health and Human Services and the County of Hidalgo to audit or inspect records and reports, review services and /or evaluate the performance of the services provided hereunder at any reasonable time. The Provider shall provide access to all its records, books, reports and other pertinent data and information needed to accomplish reviews of activities, services and expenditures of the Program.

3. In consideration for the above and foregoing, the Provider shall submit a monthly billing statement to the Program at:

Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas, 78540

Said statement must provide an itemized list of services rendered to the Program during the statement period. Upon receipt of said statement, the Program shall process the requisition for payment in the usual customary manner utilized by the Program. The Provider shall be compensated based on the Program's fee schedule, a copy of which is attached and marked as Exhibit "B" hereto.

4. The Provider must comply with all applicable Program and Hidalgo County policies. Notwithstanding the foregoing sentence, the Provider represents and

maintains that (s)he is an independent provider and is not an employee of the Program, Hidalgo County, Texas, or any agency thereof, and further represents and warrants that (s)he does not desire nor shall request any fringe benefits provided to employees of the Program, Hidalgo County, Texas, and/or agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. The Provider agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received pursuant to this Agreement.

5. The Program and the Provider 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. Proper notice will be submitted through certified letter to:

Teresa Flores, Executive Director
Hidalgo County Head Start Program
P.O. Box 0117
Edinburg, Texas 78540-0117

OR

I WANT YOU LAWN CARE
1206 E. HELMER ST.
PHARR TX, 78577

6. Provider agrees to insure himself/herself for professional liability, premises liability and auto liability insurance covering not only the provider but also his/her employee's activities and services to the Program in cover limit(s) not less than the minimum amounts prescribed by the Texas Tort Claims Act, §101.001, et seq., Texas Civil Practices and Remedies Code. Provider shall furnish the Program a certificate issued by their insurer that such insurance is in full force and effect.

7. Except as otherwise herein provided, the Provider may not assign the obligations or rights under this Contract to any person without the prior written consent of the Program.

B. The Provider's employees, if any, who perform services for the Program under this Agreement shall be bound by the provisions of the terms of this Agreement. At the request of the Program, the Provider shall provide adequate evidence that such persons are the Provider's employees.

C. The Provider will indemnify and hold harmless and defend the Program and the County of Hidalgo, its employees, officers and agents from any and all claims, actions, liability, and expenses including all cost of judgments, settlements, court cost, and attorney's fees regardless of the outcome of such claim(s) or action(s) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement; whether such act, omission, or failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission, or failure was caused by Provider's or that of any person providing services hereunder through or for Provider. Upon written notice from the County and the Program, Provider will resist and defend at its own expenses, and by counsel reasonably satisfactory to the County and the Program, any such claim(s) or action(s).

D. 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 performance in Hidalgo County, Texas.

E. 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.

F. Contract Extension. Hidalgo County Head Start Program reserves the right to extend this agreement for an additional ninety (90) days from the date of termination (August 31st, 2010) of the Contract period at the same rate and terms provided in this agreement. A thirty (30) day written notice of intention to extend will be provided prior to expiration of this Agreement by Hidalgo County Head Start Program.

G. No amendment, modification or alteration of the terms hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

H. Provider will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing the services under this Agreement or in the selection of associates, employees, or independent providers.

I. Provider will perform its services at all times in compliance with federal, state, and local laws, rules and regulations, the policies, rule and regulations of the Program, and all currently accepted and approved methods and practices of the professional specialty relating to the services.

IN WITNESS WHEREOF, the parties have caused their names to be hereunto subscribed personally or by a duly authorized officer of agent of each party, effective the day and year first written above. EXECUTED as of the day and year first written above.

PROVIDER:
I WANT YOU LAWN CARE

BY: _____
(Provider's Name)

_____
(Print Name)

_____
(Title)

HIDALGO COUNTY HEAD START PROGRAM

BY: _____
J.D. Salinas, County Judge

BY: _____
Teresa Flores, Executive Director

BY: _____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
OXFORD & GONZALEZ

By:_____
Ricardo Gonzalez

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

By:_____
Stephen L Crain

HIDALGO COUNTY HEAD START PROGRAM
LAWN CARE SERVICE

EXHIBIT A

Description of Services:

1. Awarded Vendor shall perform services in Hidalgo County as described below.

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmer, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for safety precautions.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for safety precautions. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for safety precautions.

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from the Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in on the " Center Roster Sign-In." The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

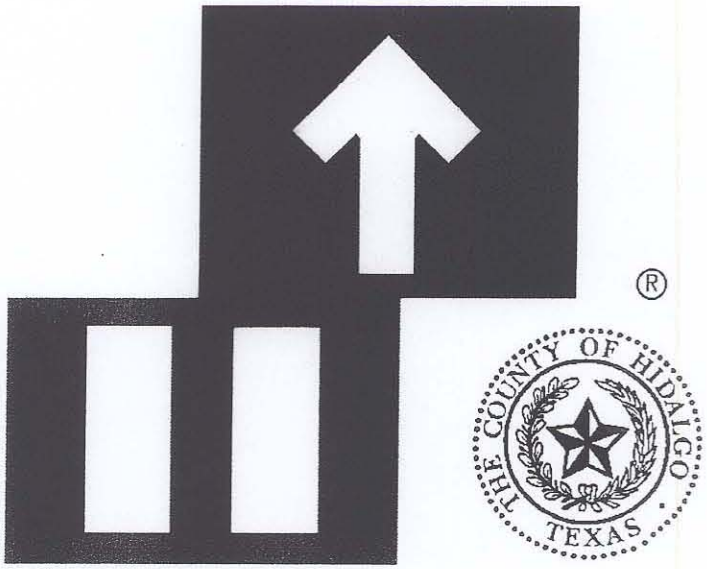
8. Any and all damages done (belonging to staff or Head Start) while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)

HIDALGO COUNTY HEAD START PROGRAM
LAWN CARE SERVICE

EXHIBIT B

Fee Schedule:

Service Name: $70.00 per center/monthly



Hidalgo County Head Start Program

Bid No: 2009-04-038	Procurement Director: Ambrosio Tovar	Tel. No: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM

REQUEST FOR BIDS

LAWN CARE SERVICES

BID #2009-04-038

McAllen, Texas

April 21, 2008

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 W. State Hwy 107
McAllen, TX 78504
956-380-4149

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY HEAD START PROGRAM
"LAWN CARE SERVICES BID #2009-04-038
for Hidalgo County Head Start Program

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 6 pages.
3. Specifications, Exhibit A, consisting of 5 pages.
4. Hidalgo County Head Start Program & Center Roster/Sign-In, Exhibit B consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 3 pages.
6. Conflict of Interest Questionnaire, Exhibit D, consisting of 3 pages.
7. Proposer's Affidavit, Exhibit E, consisting of 1 page.
8. Bid Page consisting of 1 page
9. Bidder/Vendor Application, consisting of 1 page.
10. Historically Underutilized Business (HUB) Declaration, consisting of 1 page.
11. Certification Regarding Debarment, Suspension consisting of 1 page.
12. Bid Tabulation Sheet consisting of 1 page.
13. Draft Contract consisting of 6 pages.
14. W-9 Form (Request for Taxpayer ID) consisting of 4 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Procurement Department by calling (956) 380-4149, to advise of missing documentation, and Procurement will forward information either through facsimile or by U.S. Mail.

Thank you.

Ambrosio Tovar, Procurement Director

4/21/09
Date

April 21, 2009

Re: **HIDALGO COUNTY HEAD START PROGRAM**
REQUEST FOR BIDS (RFB)
"LAWN CARE SERVICES"
BID Nº 2009-04-038

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for you review and consideration.

Hidalgo County Head Start Program welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Procurement Department 956-380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

LEGAL NOTICE

Bid No: 2009-04-038

1. Sealed bids will be received for **"LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidders guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and three (3) copies of bid are required with 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 enveloped and/or package, **"BID- LAWN CARE SERVICES" FOR HIDALGO COUNTY HEAD START PROGRAM** located 1901 West State Highway 107, McAllen, Texas, **on or before 2:00 p.m., on Wednesday, May 27, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County Reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County Head Start Program will not be responsible for miss-sent or misplaced bids.

3. Hidalgo County Head Start Program 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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases for this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s)

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and change the increase in price, if any, and coast of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL)

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

   Failure to the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity

reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work to be performed at a Hidalgo County Head Start Program 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 Head Start Program. 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. NO price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the Hidalgo County Head Start Program Director or 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. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., Hidalgo County Head Start Program Prepaid.

12. Hidalgo County Head Start Program 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start 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 Hidalgo County Head Start which is payable out Purchases orders shall be generated by the Hidalgo County Head Start to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. Hidalgo County Head Start will not be held responsible for nay orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Head Start Finance Department in order to establish an account with the Head Start Program. All awarded vendors must submit a complete W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday-Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy tow (72) hours prior notice of delivery must be given to, Ambrosio Tovar, Procurement Director before delivery will be accepted, unless other delivery arrangements have been made.

Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.

At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate departments(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the Head Start Program reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.

For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.

The Head Start Program reserves the right to pick up orders during emergency situations.

If you need additional information contact information will be provided upon contract award.

16. BILLING AND PAYMENT INSTRUCTIONS:
All vendors doing business with the Head Start Program must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation- "HIDALGO COUNTY HEAD START PROGRAM"
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery.
The following documentation must be included:

a) Certificate of Origin (signed title, if used vehicle purchase)
b) Application for Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

Discount payment will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by Hidalgo County Head Start Program. The Hidalgo County Head Start Program reserves the right to negotiate the price of any product listed in the catalog when large quantities are requested by a user department.

Contract person for Billing and Payment questions:

Attn: Hidalgo County Head Start Program
Elma Keller Finance Department
1901 W. State Hwy 107
McAllen, TX. 78504
(956) 383-0706

17. Schedule of Events

Bid Opening, 3:00 P.M.	May 27, 2009
Project Award of Contract or Issuance of Purchase Order	_____, 2009
Project Commence Work or Deliver Products	_____, 2009

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any 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 Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program (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 Hidalgo County Head Start Program. 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 that contracts or seeks to contract with Hidalgo County Head Start Program 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 Head Start Program 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 Head Start Program office located at 1901 W. State Hwy 107 McAllen, TX 7804 – Head Start Program

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

'ds, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this ιype(s) of goods and/or services. Vendor must provide, at no cost, at least one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements are in addition to the MSDS requirement. All items must meet all applicable OSKA standards and regulations and all electrical items must bear the appropriate listing form UL, FMRC, or NEMA.

20. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. 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.

21. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program 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.

22. 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 Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program 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.

23. 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.

24. 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 Head Start Program, Texas.

25. 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 Hidalgo County Head Start Program.

Bid

"LAWN CARE SERVICE BID #2009-04-038
FOR HIDALGO COUNTY HEAD START PROGRAM

April 21, 2009

To: Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Highway 107
McAllen, TX 78504

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 Head Start Program 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 Head Start Program 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:_____

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "A"

SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY HEAD START PROGRAM

PECIFICATIONS FOR LAWN CARE:

OBJECTIVE:

The objective of this contract is to provide full service for all **"Lawn Care Services"** for Hidalgo County Head Start Program at the facilities listed herein. Work performed shall be in accordance with commercial practice. Contractor understands and agrees that they will supply all equipment and furnish all labor, materials and supplies necessary to complete this contract.

The Hidalgo County Head Start Program is requesting sealed bids for **LAWN CARE SERVICES for** a period of one (1) year with the option to extend for an additional ninety (90) day Grace period at the end of the contract for unforeseen delays.

The following work is required:

1. Awarded Vendor shall perform services in Hidalgo County as per attached list.(EXHIBIT "B")

2. Awarded Vendor shall furnish all equipment (trucks, trailers mowers, trimmers, and blowers), labor, materials, tools, permits, all required insurances and fees required to provide satisfactory service. All equipment to be used for this service must be up to date with all safety regulations and inspections for **safety precautions**.

3. Service provided shall be on a bi-weekly basis.

4. Any kind of litter/debris/objects must be removed and properly disposed from lawn and plants, by awarded vendor before mowing is initiated for **safety precautions**. Sweeping/Blowing of mowed grass/weeds must be initiated immediately after mowing has been completed for **safety precautions.**

5. Lawn Care Company shall mow lawn(s) trim around sidewalks, trees, plants, fencing perimeter and around building perimeter-Monday through Friday, between the hours of 8:00 a.m. to 5:00 p.m. unless otherwise requested by the Hidalgo County Head Start Program.

6. Any extra Lawn Care Service such as trimming hedges, trees, and/or turning soil will require prior authorization from Procurement Department before any such services are conducted.

7. The Awarded Vendor representative shall sign in (Exhibit "B") Center Roster Sign-In. The report shall contain the date of (1) service, (2) arrival and departure time, (3) name of facility, and (4) staff signature. The report shall be brought or sent in to the Hidalgo County Head Start Program-Administration Office, 1901 West State Highway 107, McAllen, TX.

8. Any and all damages to property belonging to staff or Head Start done while working at the Head Start sites will be reported to the center manager or designee. (i.e., broken windows, dents to automobiles, fence)Copy of the all required Insurances must accompany proposal. (EXHIBIT "C")

9. Service Contract shall begin on _____,2009 through _____,2010 (EXHIBIT "D").

BILLING SPECIFACTIONS:

All Invoices must be submitted to the Field Operations Department on a MONTHLY basis. The following information must be listed on the submitted invoice.

1) Center Location
2) Date
3) Description of service being performed
4) Purchase Order
5) Confirmation Signature from Center Director

ACCESS TO LAWNS:

Field Operations Director or designated representative of Hidalgo County Head Start Program Field Operations Director shall establish mutually agreeable schedule for performance of routine service, schedule of normal operating hours, points of access, and other information necessary to insure optimum convenience to all concerned.

LETTERS OF RECOMMENDATION:

Bidder must submit three letters of recommendation (example: schools, cafeterias, day cares, or other government entities) on services provided to any of the entities mentioned above. Original letters must be included in bid package, no copies will be accepted.

LOCATIONS:

SEE ATTACHED LIST (EXHIBIT B), OF HIDALGO COUNTY HEAD START PROGRAM CENTER LOCATIONS

GRACE PERIOD OPTION:

Hidalgo County Head Start Program reserves the right to continue this bid for an additional ninety (90) days Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

INSPECTION AND ACCEPTANCE:

The Hidalgo County Head Start Program Field Operations Director, or its designated representative for each department, is hereby designated to participate in the administration of this contract to insure contractor's compliance with its technical requirements, including inspection and acceptance of the services for the Hidalgo County Head Start Program the performance site.

TERM:

The initial term of these contracts will be for one (1) year from date of award. The Hidalgo County Head Start Program may terminate the contracts upon ninety (90) days advance written notice to contractors.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Head Start Program. When requesting consent from Hidalgo County Head Start Program for the retention of a subcontractor to perform services, hereunder, the successful bidders must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor and the successful vendor have obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF CONTRACTOR:

a) The vendor awarded the contract shall present evidence, that vendor possesses all necessary licenses and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage and policies as required by Hidalgo County Head Start Program. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.

b) Interested vendors must have the capabilities to address two or more jobs at one time.

NEW SITES:

The contracts will not automatically entitle vendors to any rights for any new buildings which may be acquired during the contract term.

AWARD:

Hidalgo County Head Start Program reserves the right to award the bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "B"

CENTER DIRECTORY
&
CENTER ROSTER SIGN IN

Exhibit "B"

Head Start Center Directory

ALAMO H/S CENTER C.M.: ENEDELIA FRICKS 303 South 7th Alamo, TX 78516 Phone #: 787-4318 Fax #: 283-0573	**ALTON H/S CENTER** C. M.: SIMONA PENA 202 W. Dawes Ave. Mission, TX 78572 Phone #: 581-8854 Fax #: 583-6016	**DONNA I H/S CENTER** C.M.: MARIA H. NAJERA 1402 Silver Ave. Donna, TX 78537 Phone #: 464-2443 Fax #: 464-5373	**DONNA II H/S CENTER** C. M.: ALICIA ZAMORA 1715 Miller Ave. Donna, TX 78537 Phone #: 464-2561 Fax #: 461-3830	**EDINBURG IV H/S CENTER** C.M.: ESTEFANA BARCO 3215 Richardson Rd. Edinburg, TX 78539 Phone #: 383-4730 Fax #: 316-0432
EDINBURG V H/S CENTER C.M.: ANA VILLAURRUTIA 3500 E. F.M. 2812 Edinburg, TX 78539 Phone #: 383-0665 Fax: 383-2760	**ELSA H/S CENTER** C.M.: ALICIA BECERRA 700 Northwest Hidalgo Elsa, TX 78543 Phone #: 262-4542 Fax #: 262-3644	**LA HERENCIA H/S CENTER** C.M.: LUISA BARRERA RR 3 Box 3059 Mercedes, TX 78570 Phone #: 514-4828 Fax #: 514-4917	**LA JOYA H/S CENTER** C.M.: MARISSA GUERRA 105 E. 5th & Leo Ave. La Joya, TX 78569 Phone #: 581--2022 Fax #: 584-7298	**LAS MILPAS I H/S CENTER** C.M.: VIRGINIA MONTANEZ 714 Zapata Ave. Pharr, TX 78577 Phone #: 783-1723 Fax #: 781-2696
MERCEDES I H/S CENTER C.M.: RAMONA PENA 1100 W. Expressway 83 Mercedes, TX 78570 Phone #: 565-5062 Fax #: 514-1163	**MISSION I H/S CENTER** C.M.: ZORAIDA GARCIA 115 Mayberry Mission, TX 78572 Phone #: 581-2031 Fax #: 585--7802	**MISSION II H/S CENTER** C.M.:ESTELA GONZALEZ 1105 East 8th St. Mission, TX 78572 Phone #: 581-3635 Fax #: 583-6218	**PALMVIEW I H/S CENTER** C.M.: CYNTHIA GONZALEZ ¼ M. N. 495 on FM 2062 Palmview, TX 78572 Phone #: 580-1394 Fax #: 519-7373	**PALMVIEW II H/S CENTER** C.M.: BEATRIZ NINO Corner Hwy 495 & Schuerbach Rd. Palmview, TX 78572 Phone #: 583-4435 Fax #: 584-3178
SAN CARLOS H/S CENTER C.M.: IRMA GONZALEZ 5 Mile E. Hwy 107 San Carlos, TX 78539 Phone #: 381-9119 Fax #: 381-9307	**SAN JUAN II H/S CENTER** C.M.: NORMA DONOVA 601 Earlling Rd. San Juan, TX 78589 Phone #: 782-1056 Fax #:781-9022	**SULLIVAN CITY H/S CENTER** C.M.: MIRTA TRIGO Highway 83 Sullivan City, TX 78595 Phone #: 485-2996 Fax #: 485-9597	**WESLACO II H/S CENTER** C.M.: NATALIA SALAS 9 Mile W. 5 Mile N. Weslaco, TX 78596 Phone #: 969-3064 Fax #: 447-1789	**WESLACO III H/S CENTER** C.M.: ROSALIA MARROQUIN 6 ½ W. & Expressway 83 Weslaco, TX 78596 Phone #: 968-9751 Fax #: 969-8668
WESTERN RD H/S CENTER C.M.: NOE GONZALEZ Corner of 2221 & Western Rd Mission, TX 78572 Phone #: 583-9700 Fax #: 581-8155		**ADMINISTRATION OFFICE** 1901 W. State Hwy 107 McAllen, TX 78504 P.O. Box 0117 Edinburg, TX 78540-0117 Phone #: 383-0706 Fax #: 380-2588		

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "C"

INSURANCE REQUIREMENTS

EXHIBIT "C"

Insurance Requirements

The bidder/applicant awarded the contract and any subcontractor that I sub contracted by the bidder shall furnish proof of insurance. The insurance shall be in place prior to providing any services under the contract and to continue at tall times in force in effect during the term of the contract. The insurance shall include at least the following limits:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

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, consistent with potential exposure to County under the Texas Tort Claims Act. Coverage should include injury to or death of persons and property damage claims (with limits up to $500,000.00) arising out of the services provided to County hereunder;

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

5. Workers compensation insurance in amounts established by Texas law, unless the respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to Hidalgo County Head Start Program- Procurement Department for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, _____, authorized representative for _____,
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____ General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS 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 Head Start Program 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

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"LAWN CARE SERVICES"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

or vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling 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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

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 nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(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 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: _____, 2009

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"Lawn Care Services"

EXHIBIT E

PROJECT REQUIREMENT ACKNOWLEDGEMENT

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2009-04-038

BID PAGE

BID PRICE **MONTH** PER CENTER: _____
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NUMBER: _____FAX NUMBER:_____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____DATE:_____

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name **Telephone No. ( )**
Mailing Address **Fax No. ( )**
City, State, Zip **Tax I.D. No.**
Remit to Address **City, State, Zip**
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ LLC _____ Other, Specify **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Other:

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

INSURANCE REQUIREMENT ACKNOWLEDGEMENT

I, Edmundo Rivera, JR, authorized representative for Avant Your Lawn Care Service
Company/Vendor
hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ◉ will be acquired within 10 days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.)

- ○ will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court: currently carry the following:

  Automobile Liability: $_____ General Liability: $_____.

  (*An insurance certificate for the required insurance limits shall be provided to the Procurement Department in order to qualify for award of bid and to execute a contract between our Company and the County.) **OR**

- ○ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

NOTICE TO BIDDER: Failure to provide Certificates of Insurance at Purchasing Department will cause the bid award to be rescinded and then awarded to next lowest bidder. Certificates of Insurance will be monitored/verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQURIEMENTS ACKNOWLEDGMENT

This is to certify that I, Eladio Rumeda Jr, 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 Head Start Program 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.

Eladio Rumeda Jr
Authorized Signature

May 18 2009
Date

Want you Lawn Care Service
Company

13016 E. Helmer St.
Address

Rio Texas 78577
City, State, Zip

2007750

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

I WANT YOU. Lawn Care Service

2 ☐ Check this box if you are filling 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.

N/A

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 additonal 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 government entity?

☐ Yes ☐ No

C. Is the filer of the 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 Eladio Pruneda Jr. — Signature of person doing business with the governmental entity

6-16-09 — Date



Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2007750
As
Recording

Recorded On: June 16, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CIQ

**** Examined and Charged as Follows: ****

Recording	16.00
Total Recording:	**16.00**

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2009-2007750
Receipt Number: 1046747
Recorded Date/Time: June 16, 2009 02:45P

User / Station: A Uresti - Cash Station 03

Record and Return To:

I WANT YOU. LAWN CARE SERVICE
111 W 9TH STREET
SAN JUAN TX 78589

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "LAWN CARE SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, ELADIO PRUNEDA, 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 nay of its officials or employees, any of the terms or provisions set forth in their Request fro Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(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 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: Eladio Pruneda Jr / Owner

Subscribed and sworn to before me this 16 day of June, 2009.

Juanita S. Alvarado

Notary Public

My Commission expires: 2/28/2013, ~~2009~~

JUANITA S. ALVARADO NOTARY PUBLIC STATE OF TEXAS EXPIRES 2-28-2013

Hidalgo County Head Start Program
LAWN CARE SERVICE
BID# 2009-04-038

BID PAGE

BID PRICE **MONTH** PER CENTER: $70.00
(Note: Mowing to be conducted two times a month per Center)

BIDDER'S NAME: I want you Lawn Care Service "Eladio Pruneda"

CITY/STATE/ZIP CODE: 1206 E. Helmer St. Pharr Tx 78577

TELEPHONE NUMBER: 904 6636 FAX NUMBER: _____

AUTHORIZED SIGNATURE: Eladio Pruneda JR

PRINTED NAME: Eladio Pruneda JR

TITLE: Owner DATE: May 18 2009

HIDALGO COUNTY HEAD START PROGRAM
Bidder/Vendor Application

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Program Procurement Department.

Company Name I want You Lawn Care Service **Telephone No. (** 956 904 1616 **)**

Mailing Address 1206 E. Helmer St. **Fax No. (** **)**

City, State, Zip Pharr Texas 78577 **Tax I.D. No.** 563-37-0134

Remit to Address **City, State, Zip**

Representative(s) Name(s) & Title(s) Eladio Pruneda JR Owner

Type of Organization (check one): ✓ **Individual** ____ **Partnership** ____ **Corporation** ____ **LLC** ____ **Other, Specify**

Federal Identification No. or (if individual) SS No. 563-37-0134

State of Incorporation: Texas **Other:**

Type of Business (check one): ____ **Manufacturer** ____ **Wholesaler** ____ **Retailer** ____ **Broker** ____ **Distributor** ____ ✓ **Service Organization** ____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Eladio Pruneda JR Owner

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:
- Less than 125,000 annual gross receipt
- Less than 250,000 annual gross receipt
- Less than 499,000 annual gross receipt
- More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)
- Black American
- Hispanic American
- Asian Pacific American
- Native American
- Women
- Other

Have you been certified as a HUB or an MBE/WBE source?: · **Yes** · **No**
Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** · **Yes** · **No**

What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: · **Yes** · **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 Hidalgo County Head Start Program 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?: · State General Services 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 or RFQ is to be subcontracted with Certified HUB sources? _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed: _____.

HUB Subcontractor Name: _____ HUB Status: _____.

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip: _____Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): · State General Services Commission · Other

Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )_____Subcontract Amount: $_____ Description of Work to be Performed:

Certification For
Primary Covered Transactions

1. The I want you Lawn Care Service (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

b) Have not within a three-year period preceding this proposal 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 governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

Where the I want you Lawn Care Service (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: Eladio Pruneda JR

Print Name: Eladio Pruneda JR

Title: Owner

Telephone No.: 956 904 6630 Date: May 18 2009

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06-15-2009

PRODUCER
LUJAN INSURANCE AGENCY
P O BOX 704

PHARR TX 78577

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
LARRY PRUNEDA
DBA I WANT YOU
111 WEST 9TH
SAN JUAN TX 78589

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: PROGRESSIVE	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY					
		[ ] COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
		[ ] CLAIMS MADE [ ] OCCUR				DAMAGE TO RENTED PREMISES (Ea occurence)	$
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$
		[ ] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$
A	1	AUTOMOBILE LIABILITY	05470630-0	06/15/09	06/15/10		
		[ ] ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$ 50
		[X] SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 100
		[ ] HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$ 50
		[ ] NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				[ ] WC STATUTORY LIMITS [ ] OTHER	
		If yes, describe under SPECIAL PROVISIONS below				E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
		OTHER				E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
PO BOX 0117
EDINBURG, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

LUJAN INSURANCE
PO BOX 704
PHARR, TX 78577
(956) 783-1165

June 15, 2009

Hidalgo County Head Start
Attn: Ambrosio Tovar
PO Box 0117
Edinburg, TX 78540

Ref: Workers Compensation Insurance

Dear Mr. Tovar:

Please note that we are currently working on the Workers Compensation Insurance for Larry Pruneda dba I Want You! Lawn care service. We are in the process of acquiring a policy for Mr. Pruneda and will forward this information to you as soon as it is available.

If you have any questions, please feel free to contact us at (956) 783-1165.

Sincerely,

Sylvia Ann Medina
Lujan Insurance

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/08/09

PRODUCER

Northeast Brokerage Agencies, INC
2495 Main St, Ste 209
Buffalo, NY 14214
(Monica McNutt Agency-956-702-4788)

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

I Want You! Lawn Care Service
Eladio Pruneda
111 West 9th
San Juan, TX 78589

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford	01SBAIB9195
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	01SBAIB9195	05/27/2009	05/27/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

Lawn Care Service

CERTIFICATE HOLDER

Hidalgo County Head Start

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

© 1988-2009 ACORD CORPORATION. All rights reserved.
The ACORD name and logo are registered marks of ACORD

FAX:956/0283111 P.002

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
EIADIO Pruneda Sr.

Business name, if different from above
I WANT YOU LawnCare Service

Check appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
111 W 9th

Requester's name and address (optional)

City, state, and ZIP code
San Juan TX 78589

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
563 37 0134

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

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 ▶ Eladio Pruneda Jr. Date ▶

General Instructions

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

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.

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. 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.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

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,

AI-16546 **19.A.**

District Attorney's Office Claim - wrecker fee on vehicle seized by DPS
CC REGULAR

Date:	07/21/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

Requesting acceptance and approval of claim/invoice from A.B.F. Wrecker Service in the amount of $600.00.

BACKGROUND

This is an invoice on a vehicle that DPS seized. We will pay for invoice and deduct expense upon the auctioning of the vehicle.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1223-412-00-080-007-0-346

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

BUDGETARY IMPACT:

Funding available pending Line Item Transfer (AI 16546) from DA Investigation HB65 fund (1223).

Attachments

Link: ABFWreckerClaim

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 04:10 PM	APRV
2	Erika Zamora	Erika Zamora	07/17/2009 09:54 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/17/2009 10:39 AM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Roy Cazares — Started On: 07/15/2009 03:56 PM

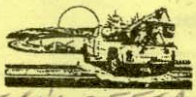
Final Approval Date: 07/17/2009

0085

A.B.F. Wrecker Service

FAX # 968-6513

License Number 0573139VSF
TDLR 0005560597001-IM
3900 E. Bus. 83
Weslaco, TX 78596



24-Hour Valleywide Service
Cell: (956) 793-9511
Office: (956) 969-5722

Bill To: DISTRICT ATTY'S OFFICE Date: 6-22-09

Name: ATTN: ROY CAZARES Req. By: BPD/PCT

Address: 100 N. CLOSNER

City, State & Zip: EDINBURG, TX Phone: 318-2300 X 758

YEAR & MAKE	MODEL	COLOR	LICENSE NO.
01 Dodge	G. CARAVAN	Blue	TZY-124
VIN NUMBER OR SERIAL NO. 2B8GP44311R205318		REPAIR ORDER NO.	
☐ CASH ☐ CHARGE	☐ REG. RRC ☐ REG. ICC ☐ NON-REGULATED	TARIFF NUMBER	
UNIT NUMBER	VEHICLE TOWED FROM (Canales) ☐ FRONT ☐ BACK	KEY IN VEHICLE ☐ YES ☐ NO	

PICKED-UP AT: Mile 11½ W S.H. 488

TAKEN TO: Impound

STORAGE FROM 6-13-09 TO 6-22-09 NO. OF DAYS 10 @ 20 DAY 200 00

I, THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM LEGALLY AUTHORIZED AND ENTITLED TO TAKE POSSESSION OF THE VEHICLE DESCRIBED ABOVE AND ALL PROPERTY THEREIN.

X SIGNED

TIME DISPATCHED	DRIVER
TIME ARRIVED	TRUCK NO.
TIME LOADED	TRUCK LICENSE #
TIME FINISHED	TOW TAG NUMBER
TOTAL TIME HRS	TOTAL MILES MI.

HOLD ☐ YES ☐ NO

Inventory

Released by Officer

	WRECKER FEE MI. @ PER MI.	$ 85	00
	IMPOUNDED	$ 20	00
	EXTRA LABOR HRS @ PER HR	$ 170	00
	WORKING TIME HRS @ PER HR		
	WAITING TIME 12 HRS @ PER HR	$ 120	00
	CLEANING		
	TRANSFER		
	NOTIFICATION @	$ 50	
	$600		
	SALES TAX		
	TOTAL AMOUNT	$ 645	00

AI-16511 **20.A.**

Approval of Payment - Verle Cray & Betty Sue Cray
CC REGULAR

Date: 07/21/2009
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 R B Curry Subdivision 1, 2, 3 and 4 Cray Pond Tract 1 a 9.994ac tract of land being the west 9.994 acres of the east 20.00 acres of Lot 6 Hidalgo County Curry Road and R B Curry Subdivision 1, 2, 3 and 4 Cray Pond Tract 2 a 9.98 acre tract of land being the west 9.98 acres of lot 16 Hidalgo County- San Carlos Drainage Improvement Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-062-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 07/15/09 $135,750.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-063-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Available balance as of 07/15/09 $120,750.00

Attachments

Link: HUD 1 Form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 08:50 AM	APRV
2	Olga Garza	Olga Garza	07/15/2009 03:44 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2009 09:38 AM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Sandra Garcia — Started On: 07/14/2009 04:49 PM

Final Approval Date: 07/17/2009

A. Settlement Statement

U.S. Department of Housing and Urban Development

OMB No. 2502-0265

B. Type of Loan

1. ☐ FHA 2. ☐ FmHA 3. ☐ Conv Unins 4. ☐ VA 5. ☐ Conv Ins 6. ☐ Seller Finance	6. File Number **116738**	7. Loan Number	8. Mortgage Ins Case Number

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

D. Name & Address of Borrower	E. Name & Address of Seller	F. Name & Address of Lender
The County of Hidalgo **509 E. Earling Rd.** **San Juan, TX 78589**	**Verle Cray and Betty Sue Cray,** **921 Susan Drive** **Edinburg, TX 78539**	

G. Property Location	H. Settlement Agent Name	
R B Curry Subdivision 1, 2, 3, And 4,Cray Pond Tract I, A 9.994 ac tr of land being the West 9.994 ac of the E20.00 ac of Lot 6, Hidalgo County **Curry Road** **Edinburg, TX** **See Addendum**	**Valley Land Title Co.** **612 W. Nolana** **Ste. #570** **McAllen, TX 78504 Tax ID: 20-4064406**	
	Place of Settlement **Valley Land Title Co.** **217 W. Cano** **Edinburg, TX 78539**	I. Settlement Date **7/13/2009** Fund:

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		**400. Gross Amount Due to Seller**	
101. Contract Sales Price	**$251,091.00**	401. Contract Sales Price	**$251,091.00**
102. Personal Property		402. Personal Property	
103. Settlement Charges to borrower	**$2,260.19**	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		**Adjustments for items paid by seller in advance**	
106. City property taxes		406. City property taxes	
107. County property taxes		407. County property taxes	
108. Annual assessments		408. Annual assessments	
109. School property taxes		409. School property taxes	
110. Water District taxes		410. Water District taxes	
111. HOA Dues		411. HOA Dues	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	**$253,351.19**	**420. Gross Amount Due to Seller**	**$251,091.00**
200. Amounts Paid By Or in Behalf Of Borrower		**500. Reductions in Amount Due to Seller**	
201. Deposit or earnest money		501. Excess Deposit	
202. Principal amount of new loan(s)		502. Settlement Charges to Seller (line 1400)	
203. Existing loan(s) taken subject to		503. Existing Loan(s) Taken Subject to	
204. Loan Amount 2nd Lien		504. Payoff of first mortgage loan	
205. Funds paid directly to seller by buyer	**$251,091.00**	505. Payoff of second mortgage loan	
206.		506. Funds paid directly to seller by buyer	**$251,091.00**
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		**Adjustments for items unpaid by seller**	
210. City property taxes		510. City property taxes	
211. County property taxes		511. County property taxes	
212. Annual assessments		512. Annual assessments	
213. School property taxes		513. School property taxes	
214. Water District taxes		514. Water District taxes	
215. HOA Dues		515. HOA Dues	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	**$251,091.00**	**520. Total Reduction Amount Due Seller**	**$251,091.00**
300. Cash At Settlement From/To Borrower		**600. Cash At Settlement To/From Seller**	
301. Gross Amount due from borrower (line 120)	**$253,351.19**	601. Gross Amount due to seller (line 420)	**$251,091.00**
302. Less amounts paid by/for borrower (line 220)	**$251,091.00**	602. Less reductions in amt. due seller (line 520)	**$251,091.00**
303. Cash From Borrower	**$2,260.19**	**603. Cash To Seller**	**$0.00**

L. Settlement Charges				
700. Total Sales/Broker's Commission based on price	**$251,091.00**	**@ % =**	**$0.00**	Paid From Borrower's Funds at Settlement / Paid From Seller's Funds at Settlement
Division of Commission (line 700) as follows:				
701.	to			
702.	to			
703. Commission Paid at Settlement				**$0.00** / **$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			
800. Items Payable in Connection with Loan				
801. Loan Origination Fee %	to			
802. Loan Discount %	to			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee	to			
806. Mortgage Insurance Application	to			
807. Assumption Fee	to			
900. Items Required by Lender To Be Paid in Advance				
901. Interest from to @ /day				
902. Mortgage Insurance Premium for months	to			
903. Hazard Insurance Premium for years	to			
1000. Reserves Deposited With Lender				
1001. Hazard insurance	months @	per month		
1002. Mortgage insurance	months @	per month		
1003. City property taxes	months @	per month		
1004. County property taxes	months @	per month		
1005. Annual assessments	months @	per month		
1006. School property taxes	months @	per month		
1007. Water District taxes	months @	per month		
1008. HOA Dues	months @	per month		
1011. Aggregate Adjustment				
1100. Title Charges				
1101. Settlement or closing fee	to			
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	to **L. G. "Jerry" Canales**			**$150.00**
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:)				
1108. Title insurance	to **Valley Land Title Co.**			**$1,650.00**
(includes above items numbers:)				
1109. Lender's coverage	**$0.00/$0.00**			
1110. Owner's coverage	**$251,091.00/$1,650.00**			
1111. Escrow fee	to **Valley Land Title Co.**			**$350.00**
1112. State of Texas policy guaranty fee	to **Valley Land Title Co.-Guaranty Fee Escrow Account**			**$5.00**
1113. Tax Service Fee	to **Hidalgo County Property Tax Service**			**$81.19**
1200. Government Recording and Transfer Charges				
1201. Recording Fees	Deed **$24.00** ; Mortgage ; Rel		to **Valley Land Title Co.**	**$24.00**
1202. City/county tax/stamps	Deed ; Mortgage		to	
1203. State tax/stamps	Deed ; Mortgage		to	
1204.	to			
1300. Additional Settlement Charges				
1301. Survey	to			
1302. Pest Inspection	to			
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)				**$2,260.19**

File No. 116738

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.

SUBSTUTITE FORM 1099 SELLER STATMENT

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 herby 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 Dept.

Verle Cray

Betty Sue Cray

SETTLEMENT AGENT CERTIFICATION

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

Settlement Agent Date

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

File No. 116738

Addendum to HUD Settlement Statement
Section G – Additional Tracts of Land
R B Curry Subdivision 1, 2, 3, And 4,Cray Pond Tr 2, A 9 98 ac tr of land being the W9 98 ac of Lot 16 , Hidalgo County
,TX

AI-16533 **20.B.**

Acceptance of Donation Deed - La Milpa Subdivision

CC REGULAR

Date:	07/21/2009
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, action and/or approval to accept the dedication of Fresno Road in La Milpa Subdivision.

BACKGROUND

Subject to survey metes and bound descriptions.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-711

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

BUDGETARY IMPACT:

Consideration of the sum of $1.00. Funding available in the amount of $303,972.00 as of 7/16/09.

Attachments

Link: Fresno Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/15/2009 04:04 PM	APRV
2	Olga Garza	Olga Garza	07/16/2009 01:40 PM	APRV
3	Dale Kennan	Dale Kennan	07/16/2009 03:19 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Sandra Garcia Started On: 07/15/2009 02:29 PM

Final Approval Date: 07/17/2009

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENCE NUMBER.
Chapter 11, Sec. 11.008 Texas Property Code

La Milpa Subdivision
Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

That, We, Antonio Elizondo and Lucia Elizondo, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of One and No/100ths Dollars ($1.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A" which is attached hereto and incorporated herein for any and all purposes.

Grantors reserve all of the oil, gas and sulphur in and under the land herein conveyed but waive all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same, however, nothing in this reservation shall affect the title and rights of the County to take and use all other minerals and materials thereon, therein and thereunder.

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

IN WITNESS WHEREOF, this instrument is executed on this the 28th day of MAY, 2008.

Antonio Elizondo

Lucia Elizondo

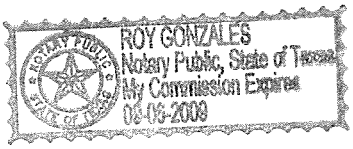
ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Antonio Elizondo, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of MAY, 2008.



Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Lucia Elizondo, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 28th day of MAY, 2008.



Notary Public, State of Texas

VOL. 22 PAGE 89

12634

LA MILPA SUBDIVISION

LA MILPA SUBDIVISION, BEING A RE-SUBDIVISION OF THE SOUTH 806.7 FEET OF THE EAST 108.0 FEET OF THE WEST 378.0 FEET OF THE WEST 17.12 ACRES OF OOT 14, BLOCK 28, CAPISALLO DISTRICT SUBDIVISION," HIDALGO COUNTY," TEXAS

FILED FOR RECORD THIS DATE
At 1:50 o'clock P.M.
APR 1 1982
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

State of Texas,
County of Hidalgo;

KNOWN ALL MEN BY THESE PRESENTS, THAT WE ANTONIO ELIZONDO AND LUCIA ELIZONDO OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMP ACCOMPANING MAP OF SAID SUBDIVISION.

ANTONIO ELIZONDO

LUCIA ELIZONDO

State of Texas,
County of Hidalgo;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO ELIZONDO AND LUCIA ELIZONDO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF March 1982

NOTARY PUBLIC IN AND FOR HIDALGO COUNTY, TEXAS.
LESLIE YSIDRO GUERRA
Notary Public, Hidalgo County, Texas
My Commission Expires the 5th Day of April 1982

State of Texas,
County of Hidalgo;

I, ELOY VERA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM INFORMATION SUPPLIED TO ME BY THE OWNERS.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF March 1982.

ELOY VERA P.E.
REGISTERED PUBLIC SURVEYOR

SWORN TO AND SUBSCRIBED BEFORE ME THIS 2nd DAY OF March 1982.

NOTARY PUBLIC, HIDALGO CO. TEXAS
LESLIE YSIDRO GUERRA
Notary Public, Hidalgo County, Texas
My Commission Expires the 5th Day of April 1982

APPROVAL BY WATER DISTRICT;

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. _____ ON THIS _____ DAY OF _____ A.D. 19____.

PRESIDENT

SECRETARY

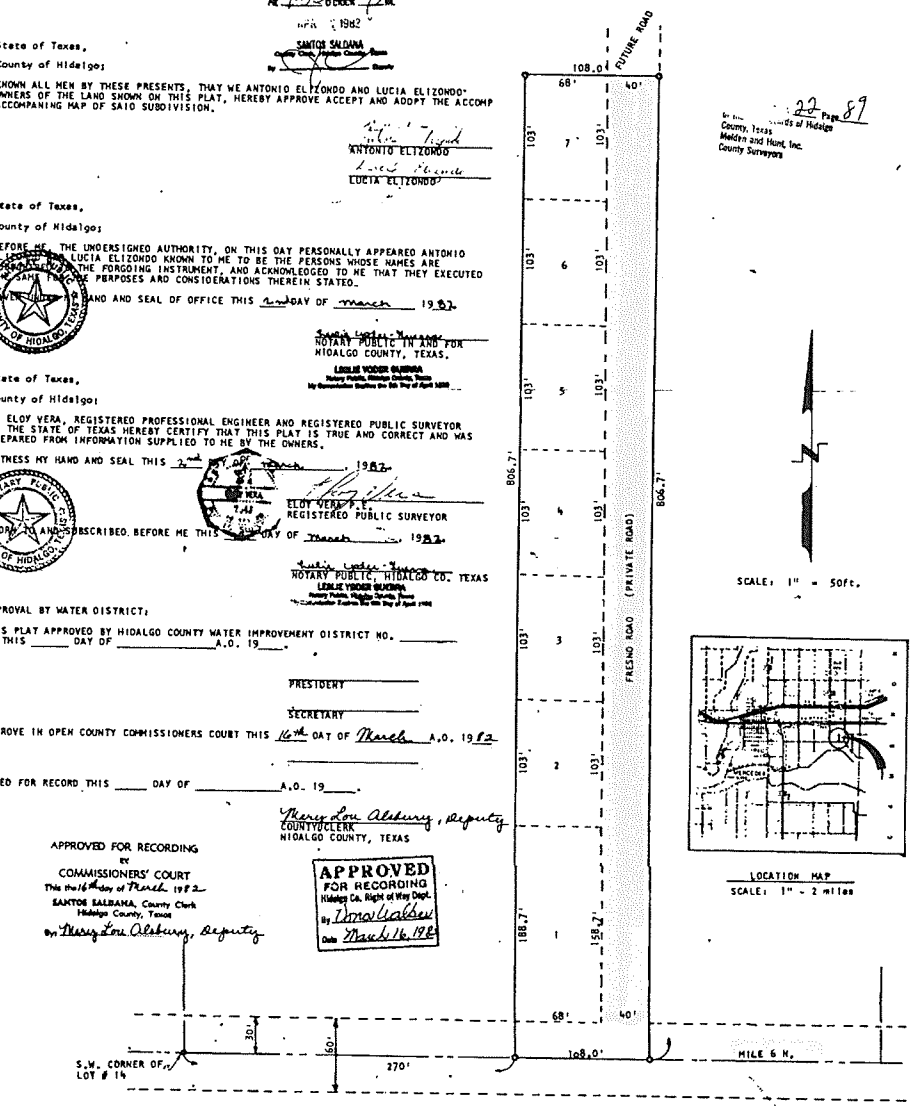
APPROVE IN OPEN COUNTY COMMISSIONERS COURT THIS 16th DAY OF March A.D. 1982

FILED FOR RECORD THIS _____ DAY OF _____ A.D. 19____.

Mary Lou Alsbury, Deputy
COUNTY CLERK
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 16th day of March 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Mary Lou Alsbury, Deputy

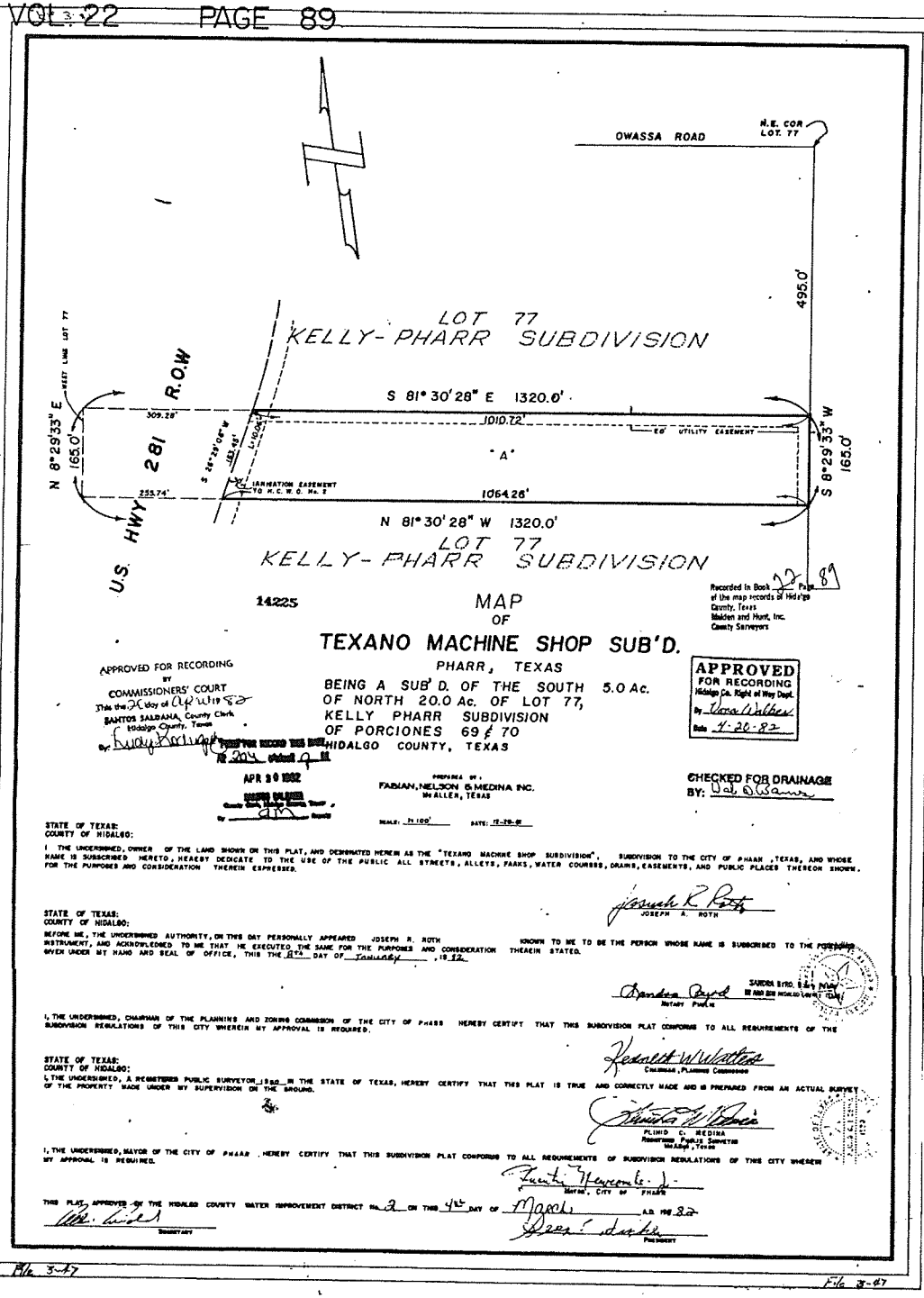
APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date March 16, 1982



Recorded in Book 22 Page 89 of the map records of Hidalgo County, Texas
Malden and Hunt, Inc.
County Surveyors

SCALE: 1" = 50ft.

LOCATION MAP
SCALE: 1" = 2 miles



14225

MAP
OF
TEXANO MACHINE SHOP SUB'D.
PHARR, TEXAS

BEING A SUB'D. OF THE SOUTH 5.0 Ac. OF NORTH 20.0 Ac. OF LOT 77, KELLY PHARR SUBDIVISION OF PORCIONES 69 & 70 HIDALGO COUNTY, TEXAS

Recorded in Book 22 Page 89 of the map records of Hidalgo County, Texas
Malden and Hunt, Inc.
County Surveyors

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 2nd day of April 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Lucy Rodriguez

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Dora Walker
Date 4-26-82

FILED FOR RECORD THIS DATE
At 1:50 o'clock P.M.
APR 2 1982
SANTOS SALDANA
By _____ Deputy

PREPARED BY:
FABIAN, NELSON & MEDINA INC.
MCALLEN, TEXAS

SCALE: 1"=100' DATE: 12-29-81

CHECKED FOR DRAINAGE
BY: Val O'Connor

STATE OF TEXAS:
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE "TEXANO MACHINE SHOP SUBDIVISION", SUBDIVISION TO THE CITY OF PHARR, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEARBY DEDICATE TO THE USE OF THE PUBLIC ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN, FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Joseph R. Roth
JOSEPH A. ROTH

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JOSEPH R. ROTH KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATION THEREIN STATED. GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 8th DAY OF January, 1982

Sandra Boyd
Notary Public
SANDRA BOYD, Notary Public
In and for Hidalgo County, Texas

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

Kenneth Williams
CHAIRMAN, PLANNING COMMISSION

STATE OF TEXAS:
COUNTY OF HIDALGO:

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

Alfredo C. Medina
ALFREDO C. MEDINA
Registered Public Surveyor
No. 2409, Texas

I, THE UNDERSIGNED, MAYOR OF THE CITY OF PHARR, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL REQUIREMENTS OF SUBDIVISION REGULATIONS OF THIS CITY WHEREIN MY APPROVAL IS REQUIRED.

Rudy Manzanilla, Jr.
MAYOR, CITY OF PHARR

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 2 ON THIS 4th DAY OF March A.D. 1982

Secretary

Dora Walker
President

File 3-47

File 3-47

AI-16557 **21.A.**

Advance Funding Agreement - Texas Department of Transportation

CC REGULAR

Date:	07/21/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

TxDot (1315):
1. Discussion, consideration, acceptance and approval of Advance Funding Agreement between County of Hidalgo and Texas Department of Transportation covering Off-System Bridge Replacement or Rehabilitation for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.

2. Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) Application for local participation reduction for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.

3. Authority for County Judge to sign the required document(s): Advance Funding Agreement and Economically Disadvantaged Counties Program (EDCP) Application.

4. Approval of 2009 interfund transfer from Precint #3 P/U Rd (1203) to TxDot Project (1315) in the total amount of $10,836.00 to fund Hidalgo County's estimated share for the CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel bridge project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-30-123-077-0-732

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

BUDGETARY IMPACT:

Funding pending approval of interfund transfer (Item #4 AI - 16557).

Attachments

Link: Advance Funding Agreement

Link: EDCP Application

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 02:43 PM	APRV

2	Manuel Chapa	Manuel Chapa	07/17/2009 08:48 AM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Perla Lopez

Started On: 07/16/2009 10:34 AM

Final Approval Date: 07/17/2009

Texas Department of Transportation

PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

June 17, 2009

RECEIVED

JUN 26 2009

COUNTY JUDGE

Honorable Juan D. "J.D." Salinas
County Judge, Hidalgo County
P.O. Box 1356
Edinburg, Texas 78540

RE: Off-System Bridge Replacement Project: CSJ: 0921-02-212
CR 872 (Los Ebanos Road over Main Floodway Pilot Channel, Str. # AA08-72-001

Honorable Judge Salinas:

Under the federal Highway Bridge Program, and through statewide competition based on traffic, cost per vehicle, bridge condition, adequacy of roadway width and overall bridge sufficiency, the subject bridge recently ranked high enough to be selected and approved for project development in anticipation of receiving construction funding in the near future (possibly FY 2011 or 2012). To ensure the County was interested in moving forward with this project, our District Bridge Engineer, Mr. Rex A. Costley, P.E., met with Domingo Villarreal (Hidalgo County Precinct #3 Project Coordinator) and Mr. Jacinto Garza, P.E., L & G Engineering last month to review the project. Based on this meeting it is our understanding that the County does want to move forward with project development so it will be ready when funding becomes available.

Attached for your consideration is the necessary Advance Funding Agreement (two originals) for this project. Please sign and return both originals to the attention of Mr. Costley at the above address for further processing. Note that a resolution or certified minutes approving the County entering into this Agreement needs to be submitted. The resolution or certified minutes must specifically identify the project limits and scope of work.

The Agreement already reflects the County's adjusted required percentage for the Economically Disadvantaged County Program, but we still need to approve and process the application which also is attached. Please review and verify the information on the Project Information Sheet, complete the affidavit and return it with the signed Agreement.

If you have any questions or need additional information please call me or, Mr. Rex A. Costley at (956) 702-6100.

HIDALGO COUNTY
BUDGET OFFICE
2009 JUN 17 AM 11 07

Sincerely,

Mario R. Jorge, P.E.
District Engineer

MJ: eg
Attach

cc: Honorable Joe Flores, County Commissioner Precinct #3
Jody R. Ellington, P.E. Director of Transportation Planning & Development
Hector Gonzalez, P.E. Pharr Area Engineer
Rex A. Costley, P.E. District Bridge Engineer
Robin Boone, P.E. District Planning Engineer

2009 JUN 17 AM 11 07
COUNTY JUDGE
RECEIVED BY

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

STATE OF TEXAS §
COUNTY OF TRAVIS §

Original

ADVANCE FUNDING AGREEMENT
For Bridge Replacement or Rehabilitation
Off the State System

THIS Advance Funding Agreement (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State", and the **County of Hidalgo** acting by and through its duly authorized officials, hereinafter called the "Local Government."

WITNESSETH

WHEREAS, Title 23, United States Code Section 144 authorizes federal funds to assist the States in the replacement or rehabilitation of deficient bridges located on public highways, roads and streets, including those under the jurisdiction of local governments; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall plan and make policies for the construction of a comprehensive system of state highways and public roads in cooperation with local governments; and

WHEREAS, the Local Government owns a bridge or bridges located on a public road or street located at **CR 872(Los Ebanos Road) over Main Floodway Pilot Channel** and said bridge(s) is included in the currently approved off-state system federal-aid Highway Bridge Replacement and Rehabilitation Program (HBRRP) as authorized by Texas Transportation Commission Minute Order number _____, dated _____; and

WHEREAS, the Governing Body of the Local Government has approved entering into this Agreement by resolution or ordinance which is attached hereto and made a part hereof as Attachment A and which provides for development of the specific programmed replacement or rehabilitation project, hereinafter called the "Project", identified in the location map shown as Attachment B.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

AGREEMENT

1. **Period of this Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Conditions for Termination of this Agreement**

a. The Agreement is terminated in writing with the mutual consent of the parties; or
b. Breach of this Agreement, in which case any cost incurred shall be paid by the breaching party; or
c. If the Local Government elects not to develop the project and the project does not proceed, in which case the Local Government agrees to reimburse the State for 100 percent of its reasonable actual direct and indirect costs incurred for the project.

3. **Amendments**

Amendments to this Agreement may be made due to changes in the character of the work, the terms of the Agreement, or the responsibilities of the parties. Amendments shall be enacted through a mutually agreed upon, written amendment executed by all parties to this Agreement.

4. **Remedies**

This Agreement shall not be considered as specifying the exclusive remedy for any Agreement default, but all remedies existing at law and in equity may be availed of by either party to this Agreement and shall be cumulative.

5. **Scope of Work**

The scope of work for this Agreement is the replacement or rehabilitation of the bridge(s) identified in the recitals of this Agreement. This replacement or rehabilitation shall be accomplished in the manner described in the plans, specifications and estimates developed in accordance with this Agreement and which are incorporated herein by reference.

6. **Right of Way and Real Property**

The Local Government is responsible for the provision and acquisition of all necessary right of way and will not be reimbursed with federal or state funds for the required right of way.

The Local Government authorizes the State, its consultant, contractor, or other designated representative to enter the site(s) of said bridge(s) and adjacent right of way or relocation right of way to perform surveys, inspections, construction and other activities necessary to replace or rehabilitate said bridge and approaches.

7. **Adjustment of Utilities**

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work." The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction is completed.

8. **Environmental Assessment and Mitigation**

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

a. The State is responsible for the identification and assessment of any environmental problems associated with the development of the Project governed by this Agreement.
b. Cost participation in environmental assessment and remediation work shall be paid by the parties in the same ratio as construction costs and will be included in the construction costs identified in Attachment D, "Estimate of Direct Costs".
c. The State is responsible for providing any public meetings or public hearings required for development of the environmental assessment

The State will not begin construction of the Project until identified environmental problems have been remediated, unless provided for otherwise.

9. **Compliance with Texas Accessibility Standards and ADA**

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

10. **Architectural and Engineering Services will be Provided by the State**

The State is responsible for performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the public purposes of the Local Government. The State will cooperate fully with the Local Government in accomplishing these local public purposes to the degree permitted by state and federal law. The Local Government review shall not unduly delay the development of the Project.

11. **Construction Responsibilities**

a. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders, which may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.
b. Upon completion of the Project, the State will issue a "Notification of Completion" acknowledging the Project's construction completion.

12. **Project Maintenance**

After the Project has been completed, the Local Government shall accept full ownership, and operate and maintain the facilities authorized by this Agreement for the benefit of and at no charge of toll to the public. This covenant shall survive the completion of construction under this Agreement.

13. **Local Project Sources and Uses of Funds**

a. A Project Cost Estimate is provided in Attachment D, "Estimate of Direct Costs".
b. Attachment D provides a source of funds estimate as well as the estimated direct preliminary engineering, construction engineering, and construction costs for the Project in total and by the Local Government.
c. The required Local Government participation is based solely upon the State's estimate of the eligible work at the time this Agreement is executed and will not be adjusted during construction except as needed to include any Project cost item or portion of a cost item ineligible for state or federal participation. In addition to its share of estimated direct engineering and construction costs, the Local Government is responsible for the direct cost of any project cost item or portion of a cost item that is not eligible for federal participation under the federal HBRRP. The Local Government is also responsible for any cost resulting from changes made at the request of the Local Government.
d. After execution of this Agreement, but thirty (30) days prior to the performance of any work by the State, the Local Government will remit a check or warrant made payable to the "Texas Department of Transportation" in the amount specified in Attachment D for the Local Government's contribution for preliminary engineering. The Local Government will pay at a minimum its funding share for this estimated cost of preliminary engineering.
e. Forty-five (45) days prior to the date set for receipt of the construction bids, the Local Government shall remit its remaining financial share for the State's estimated construction oversight and construction costs and any other costs owing.
f. If at the completion or termination of the Project the State determines that additional funding is required by the Local Government, the State shall notify the Local Government in writing. The Local Government shall make payment to the State within thirty (30) days from receipt of the State's written notification.
g. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party.
h. The State will not pay interest on any funds provided by the Local Government.
i. The Local Government funding participation responsibilities include Project direct costs only, except when the Project is terminated before completion at the request of the Local Government as addressed in the Termination provision of this Agreement.
j. The amounts shown on Attachment D are estimates only. If actual costs exceed the estimates, this shall be considered a fixed price agreement, and no additional funding shall be required of the Local Government except to the extent that the additional costs result from changes made at the request of the Local Government or to the extent that the additional costs are not eligible for

federal participation under the Federal Highway Bridge Replacement and Rehabilitation Program. If actual costs are less than the estimates, Local Government participation shall be recalculated based on actual costs. If the recalculation results in a reduction in participation by the Local Government, the State shall pay the difference to the Local Government upon completion of the Project.

k. Under the provisions of Texas Transportation Code Section 222.053 certain counties qualify as Economically Disadvantaged Counties (EDC) in comparison to other counties in the state as below average per capita property value, and below average per capita income, and above average unemployment, for certain years. If applicable, in consideration of such EDC status that may be applicable for the Project, the required local match fund participation has been adjusted to **1.5%** percent
l. The State will not execute the contract for the construction of a Project until the required funding has been made available by the Local Government in accordance with this Agreement.
m. The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds.

An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

14. **Performance by Local Government of Equivalent-Match Projects (EMPs) in Return for Waiver of Local Match Participation Funding on Participation-Waived Projects (PWPs)**

a. Applicability. If a request for waiver has been received and approved by the State's District Engineer, then the required ten percent matching fund participation or percent as adjusted for EDC consideration, as shown in Attachment D, "Estimate of Direct Costs", but excluding ineligible costs under the bridge program, is waived. This waiver is based on the commitment of the Local Government to spend an equivalent amount of funds for structural or safety improvement on "other" bridge structures and other conditions as specified in 43 TAC Section 15.55(d). If a waiver has been granted, the Project shall be defined to be a Participation-Waived Project (PWP) and the work on the "other" bridge structures that will be improved by the Local Government shall be defined to be the Equivalent-Match Project(s) (EMP). Attachment C to this Agreement shows a list of EMP(s) under this Agreement.
b. Project Cost Estimate for PWP. Attachment D to this Agreement shows the estimated direct preliminary engineering, construction engineering and construction costs for the PWP in total and local match fund participation being waived, or partially waived.
c. Credit against EMP Work. Any local match fund participation that has already been paid, or which the Local Government is agreeable to paying to the State, will be credited against EMP work to be performed by the Local Government. If applicable, this credit(s) will be reflected in Attachment D to this Agreement.
d. Responsibilities of the Local Government on EMP(s).

(1) The Local Government shall be responsible for all engineering and construction, and related costs thereto, and complying with all applicable state and federal environmental regulations and permitting requirements.
(2) The structural or safety improvement work on the EMP(s) shall be performed subsequent to the final execution of this Agreement but within three (3) calendar years after the earliest contract award of the related PWP(s).
(3) Written documentation, suitable for audit, of the structural or safety improvement work completed on the EMP(s) shall be kept on file by the Local Government for four (4) years after completion of work or claims, lawsuits, or audits related thereto, whichever is longer. A notice of completion of work on the EMP(s) shall be delivered to the State's District Engineer no later than thirty (30) calendar days after work is completed on the EMP(s).
(4) Failure by the Local Government to adequately complete the EMP(s) within the stated three-year period shall result in the Local Government being excluded from receiving such waivers for a minimum of five (5) years.

e. Funding of Ineligible or Additional Work Not Waived. Regardless of any waiver of eligible program costs, the Local Government shall pay the State 100 percent of the cost of any PWP item or portion of a cost item that is not eligible for federal or state participation, and 100 percent of the costs resulting from additional work on the PWP performed solely at the request of the Local Government. If the ineligible or additional work is preliminary engineering, the payment shall be made at least thirty (30) days prior to the beginning of preliminary engineering work on the PWP. If the ineligible or additional work is for construction or construction engineering, the payment shall be made at least forty-five (45) days prior to the date set for receipt of bids for construction of the PWP.

15. **Notices**

All notices to either party by the other required under this Agreement shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to such party at the following addresses:

Local Government:	**State:**
Honorable Juan D. "J.D". Salinas Hidalgo County Judge P.O. Box 1356 Edinburg, Texas 78540	Mario Jorge, P.E. Pharr District Engineer P.O. Box 1717 Pharr, Texas 78577-1717

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that such notices shall be delivered personally or by certified U.S. mail and such request shall be honored and carried out by the other party.

16. **Legal Construction**

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal or unenforceable provision.

17. **Responsibilities of the Parties**

The parties to this Agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

18. **Ownership of Documents**

Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use.

All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

19. **Compliance with Laws**

The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this Agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

20. **Sole Agreement**

This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting this Agreement's subject matter.

21. **Office of Management and Budget (OMB) Cost Principles**

In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable and allocable to the Project.

22. **Procurement and Property Management Standards**

The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

23. **Inspection of Books and Records**

The parties to the Agreement shall maintain all books, documents, papers, accounting records and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the contract period and for four (4) years from the date of completion of work defined under this contract or until any impending litigation, or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

24. **Office of Management and Budget (OMB) Audit Requirements**

The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular No. A-128 through August 31, 2000 and stipulated in OMB Circular A-133 after August 31, 2000.

25. **Civil Rights Compliance**

The parties to this Agreement shall comply with the regulations of the U.S. Department of Transportation as they relate to nondiscrimination (49 CFR Chapter 21 and 23 CFR §710.405(B)), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

26. **Disadvantaged Business Enterprise Program Requirements**

The parties shall comply with the Disadvantaged/Minority Business Enterprise Program requirements established in 49 CFR Part 26.

27. **Debarment Certifications**

The parties are prohibited from making any award at any tier to any party that is debarred or suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the [Contractor, Local Government, Engineer, or whatever] certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this contract shall require any party to a subcontract or purchase order awarded under this contract to certify its eligibility to receive Federal funds and, when requested by the State, to furnish a copy of the certification.

28. **Lobbying Certification**

In executing this Agreement, the signatories certify to the best of his or her knowledge and belief, that:

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

By executing this Agreement, the parties affirm this lobbying certification with respect to the Project and affirm this certification of the material representation of facts upon which reliance will be made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 U.S.C. §1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

29. **Successors and Assigns**

The State and the Local Government each binds itself, its successors, executors, assigns, and administrators to the other party to this Agreement and to the successors, executors, assigns, and administrators of such other party in respect to all covenants of this Agreement.

30. **Local Government Restrictions**

In the case that the local government has an existing, future or proposed local ordinance commissioners court order, rule policy, or other directive that is more restrictive than the state or federal regulations that results in an increase cost to the State for the project, the local government is responsible for all increased costs associated with the ordinance, order, policy, directive, or change.

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

31. **Signatory Warranty**

The signatories to this Agreement warrant that each has the authority to enter into this Agreement on behalf of the party represented.

IN TESTIMONY HEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

THE LOCAL GOVERNMENT

By: _____
Signature

Honorable Juan D. "J.D." Salinas
Printed Name of Signatory

Title: **Hidalgo County Judge**

Date: _____

THE STATE OF TEXAS
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
David P. Hohmann, PE
Director, Bridge Division

Date: _____

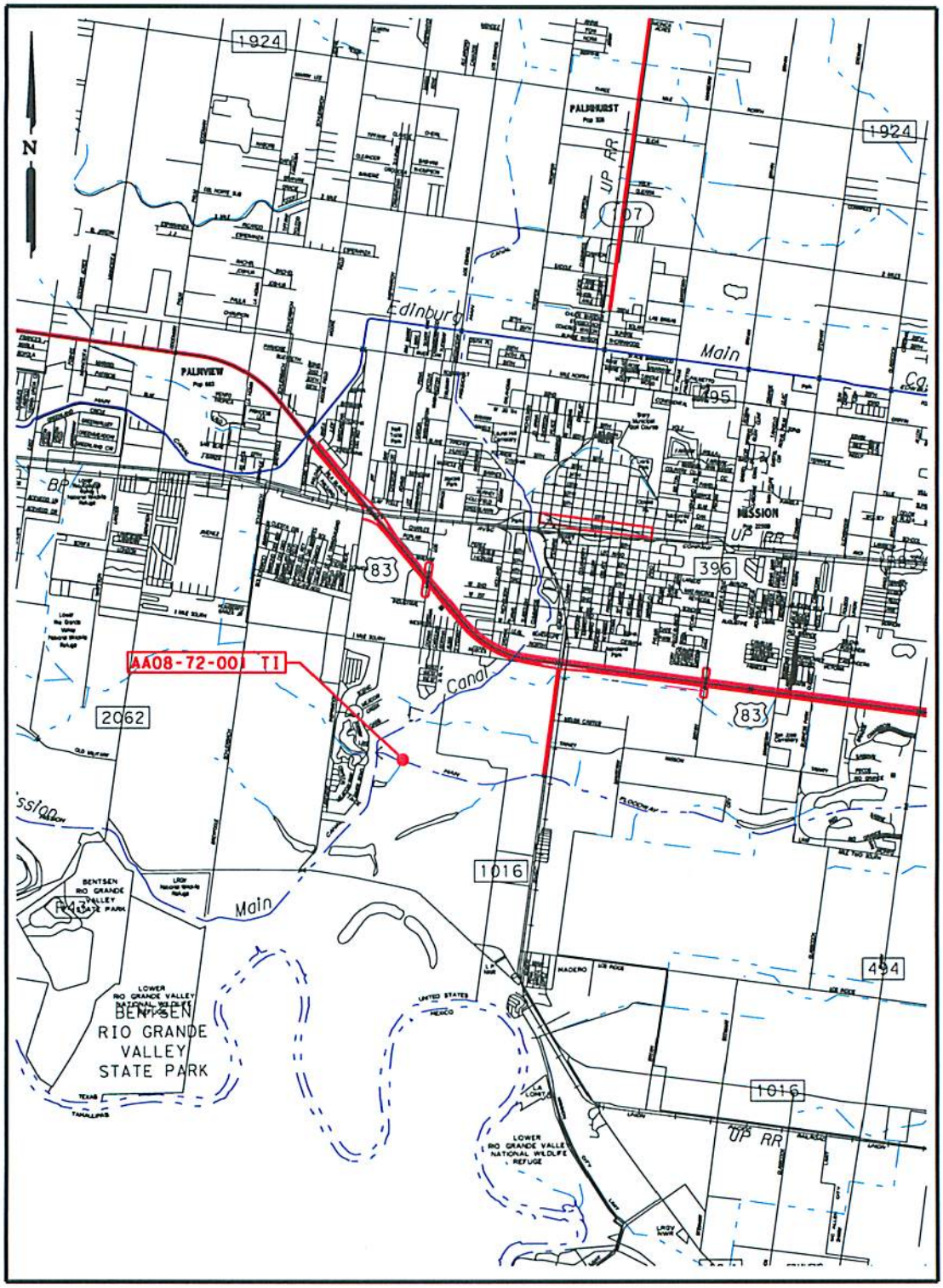
CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

ATTACHMENT A

RESOLUTION OR ORDINANCE OF LOCAL GOVERNMENT

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

ATTACHMENT C (See Note **)

LIST OF DISTRICT ENGINEER APPROVED
EQUIVALENT-MATCH PROJECT(S) (EMP)

Location (and structure identification number, if applicable)	On School Bus Route? (Yes/No)	Historic Bridge? (Yes/No)	Description of Structural or Safety Improvement Work	Estimated Cost
Total				
EMP work credited to this PWP (See Note *)				
Balance of EMP work available to associated PWP(s)				

Associated PWP(s) Control-Section-Job (CSJ)	Amount to be Credited to Associated PWP (s)

Not Applicable

Note *: This total should typically equal the "Balance of Local Government Participation" that is waived as shown in Attachment D.

Note**: This attachment not applicable for non-Participation-Waived Projects (PWP)

CSJ # 0921-02-212
District # Pharr (021)
Code Chart 64 # 50109
Project: BR
NBI Structure # 211090AA0872001
CFDA # 20.205

ATTACHMENT D

ESTIMATE OF DIRECT COSTS

	Estimated Cost	Local Government Participation
Preliminary Engineering (PE) (12%)	(1) $ 67,200.00	
Ten (10) Percent or EDC Adjusted Percent of PE for Local Government Participation (1.5%)		(3) $ 1,008.00
Construction	$ 560,000.00	
Engineering and Contingency (E&C) (17%)	$ 95,200.00	
The Sum of Construction and E&C	(2) $ 655,200.00	
Ten (10) Percent or EDC Adjusted Percent of the Sum of Construction and E&C for Local Government Participation (1.5%)		(4) $ 9,828.00
Amount of Advance Funds Paid by Local Government *		(5) $0.00
Amount of Advance Funds to be Paid by Local Government *		(6) $10,836.00
Balance of Local Government Participation which is to be Waived where the Project is a PWP		(3+4-5-6) $0.00
Total Project Direct Cost	(1+2) $722,400.00	

* Credited Against Local Government Participation Amount

If this Project is to be a PWP, Amount of EMP Work Being Credited to this PWP as Shown on Attachment C. _____

FY 2009 ECONOMICALLY DISADVANTAGED COUNTIES PROGRAM INFORMATION SHEET

COUNTY HIDALGO **APPLICANT** County of Hidalgo

District Contact Information

Name: Robin L. Boone, P.E. **Telephone:** (956) 702-6100

If the project is an **"OFF-SYSTEM"** project, is the project in the Unified Transportation Program (UTP) and have a local funding agreement in place, or in a District Bank Balance Program?

(Circle as appropriate) YES or NO

If the applicant is a **CITY** within an eligible county, please answer the two following questions:

1 Economic Development Sales Tax? **(Circle as appropriate)** YES or NO

2 Population (2006 Census)? 700,634

PROJECT INFORMATION

UTP PRIORITY STATUS:	**Construction**
CSJ:	**0921-02-212**
ESTIMATED LETTING DATE	**Sep, 2011**

On-System? (Circle as appropriate) YES or NO

LOCATION AND LIMITS - Give highway number with limits from and to

CR 872 (Los Ebanos Road) over Main Floodway Pilot Channel, Str. # AA08-72-001
2.2 Miles West of FM 1425

PROJECT SCOPE- Give type of work

Replace bridge and Rehablitatate Approaches

ADJUSTMENT RATIONAL- Give reason why the adjustment is needed

Hidalgo County is marked with chronically high unemployment & proverty rates, the highest in the state of Texas. Meeting the basic needs of the County along with addressing the infrastructure demands place a heavy burden on the County budget. We therefore are requesting a reduction in the required 10% match for this project.

ANTICIPATED PROJECT COST BREAKDOWN OF ELIGIBLE COMPONENTS

Adjustment - 85%

1. Project Component	2. Est. Total Cost ($)	3. Local Participation (%)	4. Est. Required Local Match ($)	5. Local Participation After Adjustment ($)
Preliminary Engineering	$67,200.00	10%	$6,720.00	$1,008.00
Construction Engineering	$95,200.00	10%	$9,520.00	$1,428.00
			$0.00	$0.00
Construction	$560,000.00	10%	$56,000.00	$8,400.00
TOTAL	$722,400.00		$72,240.00	$10,836.00

Approved by _____ **Date** _____

DATE: July 21, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

2009
Transfer

ACCOUNT NUMBER: **9-1203-431-00-123-005-0-711**
9-1315-431-30-123-077-0-732

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1203-431-00-123-005-0- 711	**Pct 3 P/U Rd - Row**	**(10,836.00)**
9-1203-491-01-000-315-0- 891	**Transfers Out - TxDot Projects**	**10,836.00**
TO		
9-1315-391-01-000-203-0- 000	**Transfers In - R&B Pct. 3**	**10,836.00**
9-1315-431-30-123-077-0- 732	**TxDot - CR 872 - Bridges**	**10,836.00**
	TOTAL BUDGET INCREASE (DECREASE)	**10,836.00**

REASON: **Transfer from Pct 3 P/U Road (1203) to TxDot (1315) to pay TxDot for the CR 872 (Los Ebanos Road over Main Floodway Pilot Channel) bridge project.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** / / **ATTEST COUNTY CLERK**

AI-16583 **21.B.1.**

FY 2010 5th Admin Judicial Region Assessment Fee
CC REGULAR

Date:	07/21/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Fifth Administrative Judicial Region (1100):
1. Approval to make payment to the Fifth Administrative Judicial Region for the fiscal year 2010 Hidalgo County Assessment Fee in the amount of $95,042.12 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by the County Auditor.
2. Approval of 2009 interdepartmental transfer from Countywide Contingency to the Fifth Administrative Judicial Region (1100) in the amount $11,042.12 to fund above payment.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-115-013-0-890

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

BUDGETARY IMPACT:

Funds of $84,000.00 available as of 7-17-09. Additional funds pending interdept transfer.

Attachments

Link: transfer

Link: backup info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/17/2009 05:08 PM	APRV
2	Budget & Management		07/17/2009 05:20 PM	NEW

Form Started By: Ivan Cantu Started On: 07/17/2009 04:51 PM

Final Approval Date: 07/17/2009

DATE: July 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Fifth Administrative Judicial Region

ACCOUNT NUMBER: 9-1100-41X-00-115-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(11,042.12)
TO			
9-1100-412-00-115-013-0- 890	5th Adm Judicial Region-	Other	11,042.12
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund Hidalgo County's assessment fee for FY 2010.

SIGNATURE

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

APPORTIONMENT OF ASSESSMENT TO COUNTIES OF THE FIFTH ADMINISTRATIVE JUDICIAL REGION FOR FISCAL YEAR 2010

Based upon the Order establishing the Budget for the Fifth Administrative Judicial Region of Texas signed on June 26, 2009, I hereby set the Assessment to the Counties of said Region at **$231,900.00**, which shall be apportioned among the Counties as follows:

County	Population per 2000 Census	Per cent of total population	Assessment
Brooks	7,796	0.56	$ 1,298.77
Cameron	335,227	24.13	$ 55,939.87
Duval	13,120	0.94	$ 2,180.08
Hidalgo	569,463	40.98	$ 95,042.12
Jim Hogg	5,281	0.38	$ 881.31
Jim Wells	39,326	2.83	$ 6,563.43
Kenedy	414	0.03	$ 69.58
Kleberg	31,549	2.27	$ 5,264.66
Nueces	313,645	22.57	$ 52,345.06
Starr	53,597	3.86	$ 8,952.23
Willacy	20,082	1.45	$ 3,362.89.
Total	1,389,500	100.00	$ 231,900.00

I hereby certify that, in accordance with Article 74.043 of the Texas Government Code, the above apportionment of the assessment to each County of the Fifth Administrative Judicial Region of Texas is true and correct.

Signed June 29, 2009.

J. MANUEL BAÑALES
PRESIDING JUDGE

ATTEST:
ADMINISTRATIVE ASSISTANT

AI-16485 **21.B.2.**

Pct. 1 CO's 2009 (1339) from Drainage Improv. to Mile 7W, Mile 20N, & Mile 21N PO #611180

CC REGULAR

Date:	07/21/2009		
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT		
Submitted For:	Noe Montez, Pct. 1		
Department:	BUDGET & MANAGEMENT		
Agenda Category:	Budget and Management	**Purchasing only:**	Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program #052, to Pct. 1 Mile 7W, Mile 20N & Mile 21N drainage project, program #075, in the amount of $16,400.00 to fund payment for Dos Land Surveying for surveying services (PO #611180).

BACKGROUND

This transfer is to reclassify PO #611180 for Dos Land Surveying. Payment request was previously approved by CC on 5-19-09, refer to AI #15502, item 18B.1

Court took "No Action" on interfund transfer, refer to CC 7-14-09, AI #16375, item 20.B.1.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-742 --> 9-1339-431-00-121-075-0-733 $16,400.00. PO #611180 needs to be reclassified to the CO's 2009 fund 1339 drainage.

Currently (as of 7-14-09) the PO is being charged to acct #9-1201-431-00-121-005-0-731, pending reclassificaiton by Auditor's office.

Attachments

Link: Pct. 1 CO's 2009 interdept transfer

Link: Pct. 1 PO #611180 backup info

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/15/2009 01:59 PM	APRV

2	Budget & Management	Erika Zamora	07/15/2009 03:35 PM	APRV
3	Erika Zamora	Erika Zamora	07/16/2009 01:51 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Ivan Cantu Started On: 07/14/2009 08:06 AM

Final Approval Date: 07/17/2009

DATE: July 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1339-431-00-121-052-0- 742	CO 2009-Pct. 1 Drain Imprv.-	Heavy Equipment	(16,400.00)
TO			
9-1339-431-00-121-075-0- 733	CO 2009-Pct. 1 M 7W, M 20N & M 21N-	Drainage Ditches	16,400.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To reclassify PO #611180 to drainage project fund 1339. Auditor's office agreed that this project is to be considered drainage. Payment request was previously approved by CC on 5-19-09 (refer to AI #15502, item 18B.1.), pending reclassification by Auditor's office.

SIGNATURE

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

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
Hidalgo County Administration Building
2802 South Highway 281
Edinburg, Texas 78539-3587
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBPAGE: http://www.hidalgocountyauditor.org
E-MAIL: hidalgoauditors@countyofhidalgo.org

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE: 06/04/2009**

TO : MR. MONTEZ **DEPT: PCT#4**

FROM: LUPITA GARZA/ACCOUNTS PAYABLE SPECIALIST II **PHONE: (956) 318-2511 EXT 4630**

REFERENCE: DOS LAND SURVEYING INVOICE#01.08 M20

THE FOLLOWING DOCUMENT (S), i e IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113 064.

[] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**

[ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**

[ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**

[ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**

[] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**

[ ] **SIGNATURE OR DATE NOT PRESENT**

[ ] **SYSTEM SHOWS INVOICE PAID**

[ ] **INSUFFICIENT FUNDING IN ACCOUNT _____ AVAILABLE _____**

[] **NEED APPROVAL OF: DEPARTMENT HEAD**

[] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS):**

[ ] **NEEDS CORRECTION (S):**

[X] **OTHER: SENDING ORIGINAL INVOICE WITH BACKUP**

[X] **COMMENTS/RECOMMENDATION: Mr. Montez, as per our recent telephone conversation, it seems that this invoice#01.08 M20 is for drainage improvements. If that is the situation need to contact Budget Office and have the create a specific account for this project. If you have any question feel free to call me at ext.4630. Thank you**

Lupita S.

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

D S

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.				
Professional Services **Survey and Topography**				
Surveying Services	$16,400.00	$0.00	$16,400.00	$0.00
TOTAL	**$16,400.00**	**$0.00**	**TOTAL DUE**	**$16,400.00**

POSTED

to establish the centerline high purpose drainage improvement project

Please remit to:
Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

9-1201-431-00-121-005-0-731
PO 611180

Respectfully

PAID 2009

INVOICE RECEIVED BY
Noe Monter on 5/11/09
GOODS/SERVICES RECEIVED BY:
Noe Monter on 5/11/09

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

RECEIVED BY
2009 MAY 19 PM 3:35

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.

CELINA GARZA
Notary Public. State of Texas
My Commission Expires
December 12, 2010

Notary Public. State of Texas

6. **AI-15426** 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 – **APPROVED**

7. **AI-15391** Requesting approval to remove the listed items from Veteran's Department inventory: – **APPROVED**
   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

B. Pct. 1

1. **AI-15502** 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. – **APPROVED**

C. Pct. 2

1. **AI-15526** 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. – **APPROVED**

2. **AI-15506** 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); – **APPROVED**
   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); – **APPROVED**
   1st. **DOS LOGISTICS**; 2nd. **R. GUTIERREZ**; 3rd. **TEDSI**;
   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). – **APPROVED; DOS LOGISTICS**

DEPARTMENT : HIDALGO COUNTY PRECINCT #1

DATE: 19-May-2009 **ATTN: LUPITA** **FROM: NOE**

VENDOR NAME	AMOUNT	INV#	DATE	DEPT.	O/C	PO #	REQ #	OTHER	AUDITOR'S COMMENTS
dos land surveying	$16,400.00	01-08M20	5/7.09	9-1201-431-00-121-005-0-	731	61180		appvd cc 5/19/09	

6/4/09 I dec. sent notice

RECEIVED
2009 JUN 19 PM 3:55

AI-16522 **21.B.3.**

Pct. 1 Interdept transfer CO's 2009 (1339) from program #052 to 055-Change Order #1-PO #619358

CC REGULAR

Date:	07/21/2009		
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT		
Submitted For:	Noe Montez, Pct. 1		
Department:	BUDGET & MANAGEMENT		
Agenda Category:	Budget and Management	**Purchasing only:**	Interdepartmental Transfers

Information

CAPTION

Pct. #1 CO's 2009 (1339):
Approval of 2009 interdepartmental transfer from Pct. 1 Drainage Improvement, program #052, to Pct. 1 Mile 13N & Mile 6 W, program #055, drainage project in the amount of $4,781.90 to fund anticipated project expenditure(s).

BACKGROUND

As requested by Noe Montez, Pct. 1, this transfer is to cover Change Order #1 for Closner Construction, PO #619358 in relation to the Mile 13N & Mile 6 W drainage project, refer to AI #16536 under Purchasing Dept.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-X5X-0-XXX

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

BUDGETARY IMPACT:

9-1339-431-00-121-052-0-742 --> 9-1339-431-00-121-055-0-733 $4,781.90 to fund Change Order #1 for Closner Construction (PO #619358).

Funds available as of 7-15-09.

Attachments

Link: Pct. 1 CO's 2009 interdept transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/16/2009 02:48 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:55 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 10:04 AM	APRV
4	Ivan Cantu (Originator)	Ivan Cantu	07/17/2009 10:43 AM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Ivan Cantu

Started On: 07/15/2009 11:17 AM

Final Approval Date: 07/17/2009

DATE: July 15, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009

Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Pct. 1 CO's 2009

ACCOUNT NUMBER: 9-1339-431-00-121-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1339-431-00-121-052-0- 742	CO 2009-Pct. 1 Drain Imprv.-	Heavy Equipment	(4,781.90)
TO			
9-1339-431-00-121-055-0- 733	CO 2009-Pct. 1 M13N & M6W-	Drainage Ditches	4,781.90

AI-16564 **21.C.1.**

Interfund Transfer - Precinct #3

CC REGULAR

Date:	07/21/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 Sanitation (1100):
Approval of 2009 interfund transfer from TxDot Projects (1315) to Precinct #3 Sanitation (1100) in the amount of $99,016.16 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-50-123-037-0-711

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

BUDGETARY IMPACT:

Available balance as of 7/16/09 is $99,016.16.

Attachments

Link: Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/17/2009 04:40 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 04:50 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Perla Lopez Started On: 07/16/2009 02:00 PM

Final Approval Date: 07/17/2009

DATE: July 21, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management

2009
Transfer

ACCOUNT NUMBER: **9-1315-431-50-123-037-0-711**
9-1100-432-00-123-001-0-421

CONTACT PERSON: Perla Lopez **PHONE:** 292-7025 ext. 5419

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1315-431-50-123-037-0- 711	**TxDot - FM 1924 Ph2 Outfall Channel - Row**	**(99,016.16)**
9-1315-491-01-000-100-0- 891	**Transfers Out - General Fund**	**99,016.16**
TO		
9-1100-391-01-000-315-0- 000	**Transfers In - TxDot Projects**	**99,016.16**
9-1100-432-00-123-001-0- 421	**Pct 3 Sanitation - Disposal**	**99,016.16**
	TOTAL BUDGET INCREASE (DECREASE)	**99,016.16**

REASON: **Transfer to fund expected expenditures.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-16497 **21.D.1.**

Co. Shop (1200) appropriation of funds for Equip & Veh. R & M Serv. Obj. 432
CC REGULAR

Date:	07/21/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION
Co. Shop (1200):
Approval of 2009 appropriation of funds for the Co. Shop in the amount of $5,000.00 to fund anticipated operating expenditures.

BACKGROUND
As requested by Yoli Cisneros, Pct. 2, monies are needed in obj. 432 "Equip & Veh. R & M Services"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1200-431-00-122-004-0-432

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

BUDGETARY IMPACT:
Appropriation of funds in the amount of $5,000.00 to fund obj. 432 "Equip & Vehicles R& M Services" anticipated expenditures.

Funds available in unreserved f/b as of 7-14-09.

Attachments

Link: Co. Shop appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	07/14/2009 11:38 AM	APRV
2	Budget & Management	Erika Zamora	07/14/2009 02:17 PM	APRV
3	Roland Garcia	Rolando Garcia	07/16/2009 02:07 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Ivan Cantu Started On: 07/14/2009 11:19 AM

Final Approval Date: 07/17/2009

DATE: July 14, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Co. Shop

ACCOUNT NUMBER: 9-1200-431-00-122-004-0-432

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
9-1200-431-00-122-004-0- 432	Co. Shop-	Equip & Veh. R & M Srv.	5,000.00
		TOTAL BUDGET INCREASE (DECREASE)	**5,000.00**

REASON: To fund anticipated operating expenditures for the object code stated above.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-16492 **21.D.2.**

Ch. 19 Funds- 2007, 2008, and 2009

CC REGULAR

Date:	07/21/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Elections Administration:
a. Approval of 2007, 2008, and 2009 certification of revenues, as certified by the County Auditor, for Ch. 19 Funds.

b. Approval of 2009 appropriation of funds for 2007 Ch. 19 Funds in the amount of $9,874.40

c. Approval of 2009 appropriation of funds for 2008 Ch. 19 Funds in the amount of $111,202.50

d. Approval of 2009 appropriation of funds for 2009 Ch. 19 Funds in the amount of $18, 605.60

BACKGROUND

Election Code: Chapter 19
Financing of Voter Registration related activities for the Election Administration Department. Funding is generated through the initial, canceled, and updated registrations of voters in Hidalgo County.

State funds disbursed under this chapter may be used only to defray expenses of the registrar's office in connection with voter registration.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1255-414-00-130-018-X-336

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

BUDGETARY IMPACT:

A. Appropriation of 2007 Ch. 19 funds in the amount of $9,874.40.
B. Appropriation of 2008 Ch. 19 funds in the amount of $111,202.50.
C. Appropriation of 2009 Ch. 19 funds in the amount of $18,605.60.

Attachments

Link: 2007 Ch. 19 BA

Link: 2008 Ch. 19 BA

Link: 2009 Ch. 19 BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 08:56 AM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 03:46 PM	APRV
3	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Veronica Lopez Started On: 07/14/2009 09:00 AM

Final Approval Date: 07/17/2009

DATE: July 14, 2009

2009
Transfer
AI- 16492 B.

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 9-1255-414-X0-130-018-9-XXX

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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1255-414-00-130-018-9- 336	2007 Chapter 19 Funding- Computer Srv	$9,874.40
9-1255-334-10-130-018-9- 000	2007 Chapter 19 Funding- Revenue	$9,874.40
TOTAL BUDGET INCREASE (DECREASE)		$9,874.40

Reason: Appropriate funding from 2007 Ch. 19 Funds into Computer Services for future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE

ATTEST COUNTY CLERK

DATE: July 14, 2009

2009
Transfer
AI- 16492 C.

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 9-1255-414-X0-130-018-0-XXX

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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1255-414-00-130-018-0- 336	2008 Chapter 19 Funding- Computer Srv	$111,202.50
9-1255-334-10-130-018-0- 000	2008 Chapter 19 Funding- Revenue	$111,202.50
TOTAL BUDGET INCREASE (DECREASE)		$111,202.50

Reason: Appropriate funding from 2008 Ch. 19 Funds into Computer Services for future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

DATE: July 14, 2009

2009
Transfer
AI- 16492 D.

DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Dept.

ACCOUNT NUMBER: 9-1255-414-X0-130-018-1-XXX

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 accordance with Local Government Code, Chapter 111, Subchapter C.

INCREASE ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
9-1255-414-00-130-018-1- 336	2009 Chapter 19 Funding- Computer Srv	$18,605.60
9-1255-334-10-130-018-1- 000	2009 Chapter 19 Funding- Revenue	$18,605.60
TOTAL BUDGET INCREASE (DECREASE)		$18,605.60

Reason: Appropriate funding from 2009 Ch. 19 Funds into Computer Services for future expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COUR

DATE / /

ATTEST COUNTY CLERK

AI-16570 **21.E.1.**

Create a temporary Engineering Tech II position for Road & Bridge

CC REGULAR

Date:	07/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Pct. #2 P/U RD (1202):
a. Approval to create one (1) temporary full-time Engineering Technician II position, slot #T079, budgeted hourly rate $18.79 per hour (Position not to exceed six months and/or 12/31/2009.)
b. Approval of Intradepartmental transfer.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-113

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

BUDGETARY IMPACT:

Funds available in object code 113, pending intradepartmental transfer.

Attachments

Link: PAR Form
Link: Job Description
Link: Fiscal Note
Link: Revised salary schedule
Link: Intra dept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/16/2009 05:01 PM	APRV
2	Roland Garcia	Rolando Garcia	07/17/2009 08:41 AM	APRV
3	Sylvia Solis	Sylvia Solis	07/17/2009 01:56 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 07/16/2009 03:39 PM

Final Approval Date: 07/17/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Hidalgo County Pct. #2
DATE: 7/16/2009
CURRENT POSITION TITLE:
CURRENT SLOT. #:

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
Engineering Tech II

REQUEST FOR:

☐ New Position ☑ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 39,083.00 (Proposed Budgeted Salary) $ _____ (Net Change)

Position to be funded from one of the following:

☑ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 18.79 x 2,080 = $ 39,083.00
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

8/3/2009	12/31/2009	8:00 AM - 5:00 PM Monday - Friday	40 hrs	6 months
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☐	Non-Exempt	☒
N/A	☒		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Request is essential due to our department effects to construct drainage within the Precincts. The Engineer Tech will assist the County Engineer in designs of drainage projects.

NEW POSITION: Brief job description and attach a copy of the new job description.

See attached Job Description.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7/16/2009 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☒ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
~~PLANNING~~ DEPARTMENT
Precinct No. 2

Job Title: Engineering Technician II FLSA Status: Non-Exempt

Department: ~~0280~~ 122 Civil Service Status: Non-Exempt

JOB SUMMARY

Under direction, the Engineering Technician II performs complex responsible sub-professional civil engineering work in support of the department activities; and other related work as required. Supervisor provides occasional instructions; advice, answers questions when necessary, and reviews work occasionally upon completion. A registered professional Engineer or Designer supervises design activity. Employee must have ability to perform effectively with little supervision in various work situations having deviations and irregularities; must be able to interpret engineering field data and incorporate such data into design plans; ability to plan and supervise the work of lower level aides

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs calculations and drafting for design work; includes production of quantity summaries, hydraulic studies, roadway design plans, utility studies, right-of-way maps, traffic control, lighting/signal plans.
- Uses AutoCAD software to prepare & draft engineering plans and profiles; draw charts on statistical data, and update & revise storm, water and base maps and other maps such as beard maps, annexation maps, master atlas and address maps.
- May use Civil/Survey, Earthworks, Design, DTM, COGO, and other interactive graphics design programs.
- Provides information to the public regarding utilities, easements, fences, right-of-way addresses and flood zones.
- Learns additional automated design tools.
- Prepares and drafts engineering plans and profiles, both computerized and free hand.
- May review own work and work done by others in the section for drafting and calculation errors.
- Performs surveys and field work such as inspecting; prepares field notes; designing of presentation maps for other departments
- Works on the reproduction of plans; record keeping of plans. May file and make copies; updates and arranges filing systems.
- Information research for other departments, including utilities, right-of-way, structural, architectural, and mechanical information.
- Writes general notes, specifications, and special provisions.
- May attend specialized design schools.
- May schedule, coordinate and prepare plans and documents for public hearings.
- Ability to work well with others.

ESSENTIAL DUTIES AND RESPONSIBILITIES (CONT.)

- Regular attendance is a must.
- Performs such other duties as may be assigned.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. These requirements listed below are representative of the knowledge skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Must have background knowledge of using AUTOCAD software and preparation of design plans. Knowledge of other equipment use includes printers and plotters, calculator, drafting tools, copier, surveying instrument, and measuring equipment. Must also have some background knowledge on Subdivision Rules and Regulations and preparation of Subdivision plans.

EDUCATION and/or EXPERIENCE

High School diploma and an Associate Degree from a Technical Institute, CAD intermediate level certification and 4 years experience in Computer Aided Drafting and Civil Engineering design

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have proof of a current valid Texas Motor Vehicle Operators license and current liability insurance.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

PHYSICAL DEMANDS

The Physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is required to sit and talk or hear. The employee is required to stand; walk; use hands to finger, handle or feel objects, tools or controls, reach with hands and arms and stoop or kneel.

The employee must occasionally lift and/or move up to twenty-five (25) pounds. Specific vision abilities required by this job include close vision, distance vision, peripheral vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while accommodations may be made to enable individuals with disabilities to perform the

essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS

Maintain physical condition appropriate to the performance of assigned duties and responsibilities, which may include the following:

- Sitting for extended periods of time
- Operating assigned equipment.

Maintain mental capacity, which permits:

- Making sound decisions and using good judgment
- Handling financial affairs effectively and honestly
- Maintaining confidentiality
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions, which involve:

- Working closely with others
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations
- Reading and writing
- Operating assigned equipment
- Communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all departments' safety regulations.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, July 21, 2009 **Agenda Item:** 16570

Summary of request/proposal:
Pct. 2 P/U Rd dept. is requesting approval to create one (1) temporary full-time Engineering Technician II position, slot #T079, budgeted salary $39,083.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1202	Engineering Technician II	T079	121	0.00	39,083.00	39,083.00
				0.00	39,083.00	39,083.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1202-431-00-122-006-0	121	Pct. 2 P/U RD -	TEMP F/T EMPLOYEES	$16,322.02
9-1202-431-00-122-006-0	211	Pct. 2 P/U RD -	HEALTH INSURANCE	
9-1202-431-00-122-006-0	212	Pct. 2 P/U RD -	LIFE INSURANCE	
9-1202-431-00-122-006-0	220	Pct. 2 P/U RD -	FICA	$1,248.63
9-1202-431-00-122-006-0	230	Pct. 2 P/U RD -	RETIREMENT	
9-1202-431-00-122-006-0	250	Pct. 2 P/U RD -	UNEMPLOYMENT COMP	$81.61
9-1202-431-00-122-006-0	260	Pct. 2 P/U RD -	WORKER'S COMP	$117.52
			2009 Budgetary Impact	$17,769.78

2010 Budgetary Impact: N/A

Possible Funding Sources: **R&B Funds**

Budget Office Recommendation:

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 16570

PCT. 2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	66,035.00	0.00	66,035.00	0.05	3,301.75	0.00	69,336.75	68,250.00	0.00	0.00	0.00	0.00	0.00	68,250.00
0002	113	FIELD OPER DIR	63,960.00	0.00	63,960.00	0.05	3,198.00	0.00	67,158.00	67,158.00	540.00	0.00	0.00	0.00	0.00	67,698.00
0003	113	RESEARCH AND DEVELOPMENT DIRECT	46,704.00	0.00	46,704.00	0.05	2,335.20	0.00	49,039.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0004	113	EXECUTIVE ASSISTANT	43,414.00	0.00	43,414.00	0.05	2,170.70	0.00	45,584.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0005	113	HR COORDINATOR	41,600.00	0.00	41,600.00	0.05	2,080.00	0.00	43,680.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0006	113	SAFETY COORDIN	40,676.00	0.00	40,676.00	0.05	2,033.80	0.00	42,709.80	42,710.00	540.00	0.00	0.00	0.00	0.00	43,250.00
0007	113	ACCOUNTANT	39,520.00	0.00	39,520.00	0.05	1,976.00	0.00	41,496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0008	113	SPECIAL PROJECTS/PROGRAMS MGR	49,400.00	0.00	49,400.00	0.05	2,470.00	0.00	51,870.00	51,870.00	0.00	0.00	0.00	0.00	0.00	51,870.00
0009	113	ASSISTANT FIELD OPERATIONS DIRECT	37,693.00	0.00	37,693.00	0.05	1,885.00	0.00	39,578.00	39,578.00	1,320.00	0.00	0.00	0.00	0.00	40,898.00
0010	113	HEAVY EQUIPMENT OPERATOR III	33,855.00	0.00	33,855.00	0.05	1,693.00	0.00	35,548.00	35,548.00	660.00	0.00	0.00	0.00	0.00	36,208.00
0011	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	30,208.00	0.00	0.00	0.00	0.00	0.00	30,208.00
0012	113	HEAVY EQ OP III	33,019.00	0.00	33,019.00	0.05	1,650.95	0.00	34,669.95	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0013	113	HEAVY EQUIPMENT OPERATOR III	33,019.00	0.00	33,019.00	0.05	1,651.00	0.00	34,670.00	34,670.00	1,080.00	0.00	0.00	0.00	0.00	35,750.00
0014	113	MECHANIC III	33,089.00	0.00	33,089.00	0.05	1,654.45	0.00	34,743.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0015	113	OFFICE COORDINATOR	30,258.00	0.00	30,258.00	0.05	1,512.90	0.00	31,770.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0016	113	HEAVY EQUIPMENT OPERATOR II	28,384.00	0.00	28,384.00	0.05	1,419.20	580.80	30,384.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0017	113	MECHANIC II	28,195.00	0.00	28,195.00	0.05	1,409.75	590.25	30,195.00	30,195.00	660.00	0.00	0.00	0.00	0.00	30,855.00
0018	113	ADMINISTRATIVE ASSISTANT II	38,000.00	0.00	38,000.00	0.05	1,900.00	0.00	39,900.00	39,900.00	960.00	0.00	0.00	0.00	0.00	40,860.00
0019	113	SHOP FOREMAN	36,000.00	0.00	36,000.00	0.05	1,800.00	0.00	37,800.00	37,800.00	300.00	0.00	0.00	0.00	0.00	38,100.00
0020	113	CLERK/RECEPTIONIST	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0021	113	OFFICE CLERK	26,894.00	0.00	26,894.00	0.05	1,345.00	655.00	28,894.00	20,000.00	0.00	0.00	0.00	0.00	0.00	20,000.00
0022	113	TRUCK DRIVER III	26,813.00	0.00	26,813.00	0.05	1,341.00	659.00	28,813.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0023	113	TRUCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	28,535.00	0.00	0.00	0.00	0.00	0.00	28,535.00
0024	113	TRCK DRVER III	26,535.00	0.00	26,535.00	0.05	1,327.00	673.00	28,535.00	22,200.00	0.00	0.00	0.00	0.00	0.00	22,200.00
0025	113	HEAVY EQUIPMENT OPERATOR II	26,356.00	0.00	26,356.00	0.05	1,318.00	682.00	28,356.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0026	113	TRCK DRIVER I	25,572.00	0.00	25,572.00	0.05	1,278.60	721.40	27,572.00	25,647.00	1,020.00	0.00	0.00	0.00	0.00	26,667.00
0027	113	TRUCK DRIVER II	25,136.00	0.00	25,136.00	0.05	1,257.00	743.00	27,136.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0028	113	TRCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,250.80	749.20	27,016.00	27,016.00	960.00	0.00	0.00	0.00	0.00	27,976.00
0029	113	TRUCK DRIVER II	25,016.00	0.00	25,016.00	0.05	1,251.00	749.00	27,016.00	27,016.00	480.00	0.00	0.00	0.00	0.00	27,496.00
0030	113	TRAFFIC SAFETY/ SPECIALIST III	24,991.00	0.00	24,991.00	0.05	1,250.00	750.00	26,991.00	26,991.00	420.00	0.00	0.00	0.00	0.00	27,411.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 16570

PCT. 2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0031	113	HEAVY EQUIPMENT OPERATOR II	24,828.00	0.00	24,828.00	0.05	1,241.40	758.60	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0032	113	TRCK DRIVER II	24,790.00	0.00	24,790.00	0.05	1,239.50	760.50	26,790.00	26,790.00	1,200.00	0.00	0.00	0.00	0.00	27,990.00
0033	113	MAINTENANCE I	24,265.00	0.00	24,265.00	0.05	1,213.00	787.00	26,265.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0034	113	TRUCK DRIVER II	24,059.00	0.00	24,059.00	0.05	1,203.00	797.00	26,059.00	21,900.00	0.00	0.00	0.00	0.00	0.00	21,900.00
0035	113	MAINTENANCE II	23,204.00	0.00	23,204.00	0.05	1,160.20	839.80	25,204.00	20,720.00	0.00	0.00	0.00	0.00	0.00	20,720.00
0036	113	MAINTENANCE II	22,840.00	0.00	22,840.00	0.05	1,142.00	858.00	24,840.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
0037	113	TRAFFIC SAFETY/ SPECIALIST I	22,355.00	0.00	22,355.00	0.05	1,118.00	882.00	24,355.00	24,355.00	0.00	0.00	0.00	0.00	0.00	24,355.00
0038	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,087.65	912.35	23,753.00	23,753.00	540.00	0.00	0.00	0.00	0.00	24,293.00
0039	113	MAINTENANCE I	21,753.00	0.00	21,753.00	0.05	1,088.00	912.00	23,753.00	23,753.00	480.00	0.00	0.00	0.00	0.00	24,233.00
0040	113	MAINTENANCE I	21,338.00	0.00	21,338.00	0.05	1,067.00	933.00	23,338.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
0041	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.00	951.00	22,984.00	22,984.00	0.00	0.00	0.00	0.00	0.00	22,984.00
0042	113	MAINTENANCE I	20,984.00	0.00	20,984.00	0.05	1,049.20	950.80	22,984.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
0043	113	MAINTENANCE I	20,703.00	0.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0044	113	TRAFFIC SAFETY/ SPECIALIST I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	TRAF SA/SP I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	19,680.00	0.00	0.00	0.00	0.00	0.00	19,680.00
0055	114	OFFICE CLERK	9,734.00	0.00	9,734.00	0.05	486.70	0.00	10,220.70	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0056	113	TIRE REPAIR/MAINTENANCE	21,840.00	0.00	21,840.00	0.05	1,092.00	908.00	23,840.00	21,760.00	0.00	0.00	0.00	0.00	0.00	21,760.00
T057	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T058	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T059	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	17,680.00	0.00	0.00	0.00	0.00	0.00	17,680.00
T060	121	MAINTENANCE I	19,760.00	0.00	19,760.00	0	0.00	0.00	19,760.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0061	113	MECHANIC II	26,500.00	0.00	26,500.00	0.05	1,325.00	675.00	28,500.00	28,500.00	300.00	0.00	0.00	0.00	0.00	28,500.00
0062	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0063	113	HEAVY EQUIPMENT OPERATOR II	0.00	24,828.00	24,828.00	0.05	1,241.00	759.00	26,828.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0064	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0065	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0066	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0067	113	HEAVY EQUIPMENT OPERATOR I	0.00	22,360.00	22,360.00	0.05	1,118.00	882.00	24,360.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0068	113	MECHANIC I	0.00	26,500.00	26,500.00	0.05	1,325.00	675.00	28,500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0069	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1202-431-00-122-006-0

AI - 16570

PCT. 2 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0070	113	TRUCK DRIVER II	0.00	24,059.00	24,059.00	0.05	1,203.00	797.00	26,059.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0071	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0072	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0073	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0074	113	MAINTENANCE I	0.00	20,703.00	20,703.00	0.05	1,035.00	965.00	22,703.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0075	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0076	113	SURVEYOR TECHNICIAN	0.00	35,000.00	35,000.00	0.05	1,750.00	0.00	36,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0077	113	HEAVY EQUIPMENT OPERATOR III	0.00	33,019.00	33,019.00	0.05	1,651.00	0.00	34,670.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
A078	113	ENGINEERING TECHNICIAN I	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	0.00	6,000.00
	CREATE POSITION															
T079	**121**	**ENGINEERING TECHNICIAN II**	**0.00**	**39,083.00**	**39,083.00**	**0**	**0.00**	**0.00**	**39,083.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,513,258.00	446,819.00	1,960,077.00		92,100.00	34,152.45	2,086,329.45	1,047,887.00	12,900.00	0.00	6,000.00	0.00	0.00	1,072,487.00

Approval to create one (1) temporary full-time Engineering Technician II position, slot #T079, budgeted salary $39,083.00. Pending CC approval.

DATE: July 17, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 2 P/U Rd

ACCOUNT NUMBER: 9-1202-431-00-122-006-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
113	REGULAR F/T EMPLOYEES	121	TEMP F/T EMPLOYEES	16,500.00
			TOTAL	16,500.00

REASON:
Intradepartmental Transfer to fund salary for Engineering Technician II position.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-16496 **22.A.4.**

Award of Prepositioned Contractor-Debris Removal & Disaster Related Services & Engagement of Consultant Disaster Recover Services

CC REGULAR

Date:	07/21/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Review of final scoring matrix (after scoring of presentations/interviews of six qualifying vendors by Court designees on 7-13-09) as tabulated by consultant, Beck Disaster Recovery, for the purposes of the final ranking by Commissioners Court and award of primary, secondary and/or third provider (if applicable) vendors for pre-positioned contracts for: Debris Removal and Related Disaster Recovery Services-Hidalgo County with determination of the following;

1. Award to primary, secondary or other combination;
2. Term of contract:
   a. Initial term of contract- 24 mos. or other _____;
   b. Renewal/Extension Options

b. Discussion, consideration and applicable action to engage the services of a consultant for provision of disaster recovery services through our membership participation with the HGAC's awarded vendor: Beck Recovery Services with an efffective date of 7-25-09 through 12-31-09 (which is the current extended term of award for BDR through HGAC).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All contracts would require funding from general fund in the event of disaster. Services are on an "as needed basis".

Attachments

Link: Debris Contract

Link: Sign-In Logs

Link: Evaluation

Link: Debris Contract

Link: Item B-HGAC Contract

Link: Amedment#2 BDR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:45 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:27 AM	APRV
3	Ivan Cantu	Ivan Cantu	07/16/2009 02:38 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Marty Salazar

Started On: 07/14/2009 11:11 AM

Final Approval Date: 07/17/2009

Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between _____ ("Contractor") and the County of Hidalgo, Texas ("County") effective for all purposes upon execution by the County Manager or his designee.

WHEREAS Contractor has proposed to provide Emergency Debris Management Services in response to the:

a. H-GAC Buy Request for Proposals (Proposal DR01-08) ("Proposal"), dated October 11, 2007,
b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 27, 2009,
c. and Contractor Pricing Worksheet ("Worksheet");

in accordance with Proposal, Form, and Worksheet (together "Proposal Package") Terms and Conditions, which are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS the County has determined Contractor to be a best value bidder;

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services**. Contractor will perform Emergency Debris Management Services in accordance with the Terms and Conditions of the Proposal Package.

2. **Term**. This Agreement is for twenty-four (24) months from notification by the County to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the County Manager or his designee.

3. **Contract Administrator**. The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the County Judge.

4. **Independent Contractor**. Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of the Contractor be considered an employee of the County.

5. **Non-Exclusive Contract/Additional Services**. Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.

6. **Insurance**. Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County Manager will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County Attorney must be given copies of all insurance policies within fifteen (15) days of the County Manager's written request.

7. **Assignment**. No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.

8. **Fiscal Year**. All parties recognize that the continuation of any contract after the close of any fiscal year of the County (the County's fiscal year ends on December 31) is subject to appropriations and budget approval providing for covering such contract items as an expenditure in said budget. The County does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the County Commission at the time of adoption of each budget.

9. **Waiver**. No waiver of any breach of any term or condition of this Agreement, or Proposal Package, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.

10. **Compliance with Laws**. This Agreement is subject to all Federal Laws and laws of the State of Texas. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for the County.

11. **Subcontractors**. The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County Manager. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments**. This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination**. The County Manager may terminate this Agreement for Contractor's failure to perform the services specified in Proposal Package. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County Manager may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes**. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the County Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County Manager to immediately terminate this Agreement.

15. **Drug Policy**. The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the County's policy. The County has a zero-tolerance drug policy.

16. **Violence Policy**. The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the County's policy. The County has a zero-tolerance violence in the workplace policy.

17. **Notice**. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3rd) day after deposit if sent certified mail.

Notice shall be sent as follows:

IF TO COUNTY:
County of Hidalgo
Attention: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629

IF TO CONTRACTOR:
_____
_____
_____
_____
_____
_____

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPOERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WTH, THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

_____
JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

_____
County Attorney

Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
Exhibit B: H-GACBuy Request for Proposals (Proposal DR01-08)
Exhibit C: Contractor Pricing Worksheet

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
Page 1 of 4

Name of Proposer: _____

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented land will be pass-through costs to the County without markup by the Contractor. Values must be provided for all categories below of Propser's response may be deemed non-responsive.

Item Number	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site of other designated location	CY	$
		Ton	$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$
		Ton	$
3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated loication	CY	$
		Ton	$
4	Vegetative Debris Grinding Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$
		Ton	$
5	C&D Debris Processing Separation of contruction and demolition debris at TDSR Site or other designated location	CY	$
		Ton	$
6	Haul-out of Reduction Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site of other designated location to final disposal site	CY	$
		Ton	$
7	Haul-out of Processed C&D Debris Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	CY	$
		Ton	$
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$
8D	Backfill delivered and placed	CY	$

9-10	Removal of Partially Uprooted or Split Trees (Leaners) Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
9D	Backfill delivered and placed	CY	$
10	Split Leaner (no exposed root ball) Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
11	Removal of Dangerous Hanging Limbs (2" or more in diameter) Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	$
11B	6-10 limbs	Tree	$
11C	All limbs from tree	Tree	$
12	Removal of Trees from Waterways Removing trees from waterwats and placing them in the right-of-way for removal - Contractor will need to obtain 3 bids		
13	Hazardous Materials Removal Pick up and disposal of hazardous materials	LB	$
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	$
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	$
16	Provide Specified Annual Services Such servuces include preparing and presenting plan of operations at annual meeting, visits to TDSR Site(s), phone consultations, cost of an annual Performance Bond and providing reference information	Annual Lump Sum	$

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the County at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

LABOR CATEGORY	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary.

Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between _____ ("Contractor") and the County of Hidalgo, Texas ("County") effective for all purposes upon execution by the County Manager or his designee.

WHEREAS Contractor has proposed to provide Emergency Debris Management Services in response to the:

a. H-GAC Buy Request for Proposals (Proposal DR01-08) ("Proposal"), dated October 11, 2007,
b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 27, 2009,
c. and Contractor Pricing Worksheet ("Worksheet");

in accordance with Proposal, Form, and Worksheet (together "Proposal Package") Terms and Conditions, which are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS the County has determined Contractor to be a best value bidder;

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services**. Contractor will perform Emergency Debris Management Services in accordance with the Terms and Conditions of the Proposal Package.

2. **Term**. This Agreement is for twenty-four (24) months from notification by the County to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the County Manager or his designee.

3. **Contract Administrator**. The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the County Judge.

4. **Independent Contractor**. Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of the Contractor be considered an employee of the County.

5. **Non-Exclusive Contract/Additional Services**. Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.

6. **Insurance**. Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County Manager will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County Attorney must be given copies of all insurance policies within fifteen (15) days of the County Manager's written request.

7. **Assignment**. No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.

8. **Fiscal Year**. All parties recognize that the continuation of any contract after the close of any fiscal year of the County (the County's fiscal year ends on December 31) is subject to appropriations and budget approval providing for covering such contract items as an expenditure in said budget. The County does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the County Commission at the time of adoption of each budget.

9. **Waiver**. No waiver of any breach of any term or condition of this Agreement, or Proposal Package, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.

10. **Compliance with Laws**. This Agreement is subject to all Federal Laws and laws of the State of Texas. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for the County.

11. **Subcontractors**. The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County Manager. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments**. This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination**. The County Manager may terminate this Agreement for Contractor's failure to perform the services specified in Proposal Package. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County Manager may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes**. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the County Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County Manager to immediately terminate this Agreement.

15. **Drug Policy**. The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the County's policy. The County has a zero-tolerance drug policy.

16. **Violence Policy**. The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the County's policy. The County has a zero-tolerance violence in the workplace policy.

17. **Notice**. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3rd) day after deposit if sent certified mail.

Notice shall be sent as follows:

IF TO COUNTY:
County of Hidalgo
Attention: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629

IF TO CONTRACTOR:
_____
_____
_____
_____
_____
_____

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPOERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WTH, THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

_____

JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

_____

County Attorney

Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
Exhibit B: H-GACBuy Request for Proposals (Proposal DR01-08)
Exhibit C: Contractor Pricing Worksheet

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
Page 1 of 4

Name of Proposer: _____

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented land will be pass-through costs to the County without markup by the Contractor. Values must be provided for all categories below of Propser's response may be deemed non-responsive.

Item Number	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site of other designated location	CY	$
		Ton	$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$
		Ton	$
3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated loication	CY	$
		Ton	$
4	Vegetative Debris Grinding Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$
		Ton	$
5	C&D Debris Processing Separation of contruction and demolition debris at TDSR Site or other designated location	CY	$
		Ton	$
6	Haul-out of Reduction Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site of other designated location to final disposal site	CY	$
		Ton	$
7	Haul-out of Processed C&D Debris Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	CY	$
		Ton	$
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$
8D	Backfill delivered and placed	CY	$

9-10	Removal of Partially Uprooted or Split Trees (Leaners) Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
9D	Backfill delivered and placed	CY	$
10	Split Leaner (no exposed root ball) Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
11	Removal of Dangerous Hanging Limbs (2" or more in diameter) Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	$
11B	6-10 limbs	Tree	$
11C	All limbs from tree	Tree	$
12	Removal of Trees from Waterways Removing trees from waterwats and placing them in the right-of-way for removal - Contractor will need to obtain 3 bids		
13	Hazardous Materials Removal Pick up and disposal of hazardous materials	LB	$
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	$
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	$
16	Provide Specified Annual Services Such servuces include preparing and presenting plan of operations at annual meeting, visits to TDSR Site(s), phone consultations, cost of an annual Performance Bond and providing reference information	Annual Lump Sum	$

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the County at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

LABOR CATEGORY	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary.

Logout/Arrival Time Log

Name	Arrival Date	Arrival Time
ASHBRITT	7/13/09	8:10 AM
Ceres Environmental Svcs.	7/13/09	8:40 AM
RAMON VEGA	7-13-09	9:40 AM
Buddy Young	7-13-09	10:10 AM
DEJ Enterprises	7-13-09	1:00
NRC Emergency Svc	7-13-09	2:12
[illegible] NRC		2:20
Phillips & Jordan, Inc.	07/13/09	1500

8:30

Sign-In Sheet — 07/13/09

Debris Removal Grading Committee — 2C Comm's Courtroom

Contractor Interviews

	Name	Email	Contact Phone No.
Pct 1	NOE Montez (Am)	NR.MONTEZ@CO.HIDALGO.TX.US	973-7814
Pct 2	HUMBERTO GARZA	humberto.garza@co.hidalgo.tx.us	451-4208
Pct 3	Domingo Villarreal Jr	Mingo.Villarreal@co.hidalgo.tx.us	279-4010
Pct 4	Juan M. Carranza	juan.carranza@co.hidalgo.tx.us	279-5613
Engr. Mgt	A.A. Tony Pena Jr	tony.pena@co.hidalgo.tx.us	289-6549
Planning	RAUL E. SESIN	RAUL.SESIN@CO.HIDALGO.TX.US	239-2105
~~Contract~~ BDR - Phil Ivey			
Purchasing	Darlene Betancourt	darlene.betancourt@co.hidalgo.tx.us	292-7000 x 4452
Budget	Rey Salazar	Rey.Salazar@co.Hidalgo.TX.US.	292-7025
Purchasing	Ramon Vela	RAMON.VELA@CO.Hidalgo.TX.US	292-2626
BDR Inc	Phil A. Ivey	Pivey@beckdr.com	850-777-0229
Pct 1	Marcus Lopez		

Contractor Evaluation Matrix
HIDALGO COUNTY, TX

Criteria	Description of Criteria	AshBritt, Inc.	CERES Environmental, Inc.	CrowderGulf
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Complete and detailed information regarding equipment, sub-contractors, past projects, references, available services • Prompt response to requests	• Top 3 vendor by bid price alone • Complete proposal • Heavily invested in technologies to improve efficiency in debris management	• Over 30 years of debris management experience • Main office Theodore, Alabama
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,836,057.50	$2,086,022.50	$2,400,320.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	9	3	7
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Historically sound line of credit per Bank of America letter • Financially liquid and stable	• Financially liquid and stable	• Financially liquid and stable
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Proof of insurance not included	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Hidalgo County, TX (2008) • Coastal Texas Regions (2008) • Collier County, FL (2005) • Plantation, FL (2005) • Boca Raton, FL (2005)	• Displays ability to handle multi-million CY projects • Cameron County, TX (2008) • Jefferson Parish, LA (2008) • St. Charles Parish, LA (2005)	• Friendswood, TX (2008) • Galveston County, TX (2008) • Montgomery County, TX (2008) • Multiple projects with similar size and scope • Projects in 9 different hurricnes
B. References	List of references	• References provided	• References provided	• No reference contacts provided, only past projects
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• 140 pre-positioned contracts • Approximately 80 in Florida • 26 Texas contracts • Other contracts in Maryland, North Carolina, South Carolina and Virginia	• Approximately 55 contracts • Majority in Florida • 4 contracts in Texas	• Provided with list of contracts in County area • 24 contracts in area • 9 contracts in Texas • 7 total for Alabama, Mississippi, and Louisiana • Written in documentation to honor all contractual commitments
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Fleet of self loading grapple trucks • Dispatch equipment and personnel 24 hours prior to event and hold at 100 mile strike point staging area • Motor coach buses for mobile operations control centers with satellite internet • Standing agreements with specialized firms and disaster recovery sub-contractors • Over 90 primary and secondary first responder sub-contractors • Access to communication devices listed in H-GAC response packet	• Staff and equipment on site hours after contract execution • Self proclaimed "one of the largest inventories of disaster management equipment" • Extensive technology available for debris clean-up services • Standing contracts with sub-contractors throughout the nation • Custom mobile offices and command centers	• Over 300 sub-contractors • Major debris equipment including knuckle booms, dump trucks, skid-steer loaders, etc. • List of available equipment available on website
5. Oral Interview (Optional)				

Contractor Evaluation Matrix
HIDALGO COUNTY, TX

Criteria	Description of Criteria	D&J Enterprises, Inc.	DRC Emergency Services	Omni-Pinnacle
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Provided complete financial report • Subcontractor and reference list available upon request	• Experienced debris management company • Main office in Mobile, Alabama	• Only submitted bid worksheet in response to H-GAC Request • No response to additional information request
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,339,467.50	$2,198,010.00	$2,723,690.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	6	4	8
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Financially liquid and stable • Demonstrates financial stability through basic financial strength ratios	• Financially liquid and stable	• No financial information provided
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Proof of insurance not included	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Several recent ice storm and tornado projects • Hurricane Katrina, MS (2005) • Hurricane Wilma, FL (2005) • Hurricane Rita, TX (2005)	• Mobilized on projects throughout Texas during Hurricane Ike • Past project list available for review • 2008 – Harris County, Galveston, Houston, Jefferson County, Port Arthur, Baytown	• No projects provided
B. References	List of references	• No references provided	• No reference contacts provided, only past projects	• No references provided
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• 20 pre-positioned contracts • 2 contracts in Texas • 9 contracts in Florida • 3 contracts in Alabama • 1 contract in Louisiana	• Over 200 pre-positioned contracts • Majority of contracts in Texas and Florida • Full list available for review	• No pre-positioned contracts list provided
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Extensive list of equipment on website • Includes trucks, communication devices, mobile command centers, portable offices/housing, etc.	• Able to mobilize 24 – 48 hours after event if not before actual event • Listing of available equipment upon request	• No equipment list provided
5. Oral Interview (Optional)				

Contractor Evaluation Matrix
HIDALGO COUNTY, TX

Criteria	Description of Criteria	Phillips and Jordan	Storm Reconstruction Services	TFR Enterprises
Completeness/Accuracy to H-GAC Form	Subjective criteria based on the method and manner of the proposal in total, attention to detail, following H-GAC End User Request	• Sound financials and prompt responses to requests • Top 3 vendor by price	• No response to request for additional financial inquiry • Top vendor by price • Did not provide pre-positioned contracts as required by H-GAC Form	• Complete listing of pre-positioned contracts and equipment • No list of past clients/projects as required by H-GAC Form
1. Rate Schedule				
A. Rate Schedule	Bid Price	$2,085,747.50	$1,957,149.50	$2,261,705.00
B. Rate Schedule Rank	Ranking amongst all bidders (1 – Lowest Bid, 9 – Highest Bid)	2	1	5
2. Financial Strength/Stability				
A. Financial Resources	Lines of credit and bond capacities	• Financially liquid and stable • Demonstrates financial stability through basic financial strength ratios	• No financials provided in additional request for information	• Financially liquid and stable
B. Insurance and Bid Bond	Listing of the type and value of insurance and Bid Bond	• Proof of insurance not included	• Included certificate demonstrating coverage limits	• Proof of insurance not included
3. Experience with Similar Counties				
A. Historic and Relatable Projects	Projects sharing similar size and scope which can be used as comparison for probable successful completion	• Past debris removal projects a variety of different sizes • Complete list available in response to H-GAC Form	• Projects throughout Texas (2008) • Multiple projects over 500,000 CY	• Fort Bend County, TX (2008) (from BDR records) • Completed projects throughout Florida, Mississippi, Louisiana, and Texas (from response)
B. References	List of references	• Extensive list of references	• List of references available	• No references provided
4. Available Resources				
A. List of Existing Contracts	Number of pre-positioned contracts, locational diversity of pre-positioned contracts	• Over 100 pre-positioned contracts • Majority in Florida, South Carolina and North Carolina • 1 in Texas • 3 total in Alabama and Louisiana	• No pre-positioned contracts list provided	• 9 pre-positioned contracts (some have multiple municipality and county piggy-backs) • 4 municipalities in Texas • 4 municipalities in Florida • Florida DOT contract includes 37 piggy-backs
B. Equipment and Sub-contractors	Listing of pertinent equipment and sub-contractor availability	• Over 1,000 pieces of heavy and specialized equipment • Extensive listing of sub-contractors	• 400+ subcontractors throughout US	• Will develop website for community disaster updates and released 3 days prior to event • Owns over 100 pieces of equipment • Can operate 7 concurrent TDSRS • 300+ subcontractors
5. Oral Interview (Optional)				

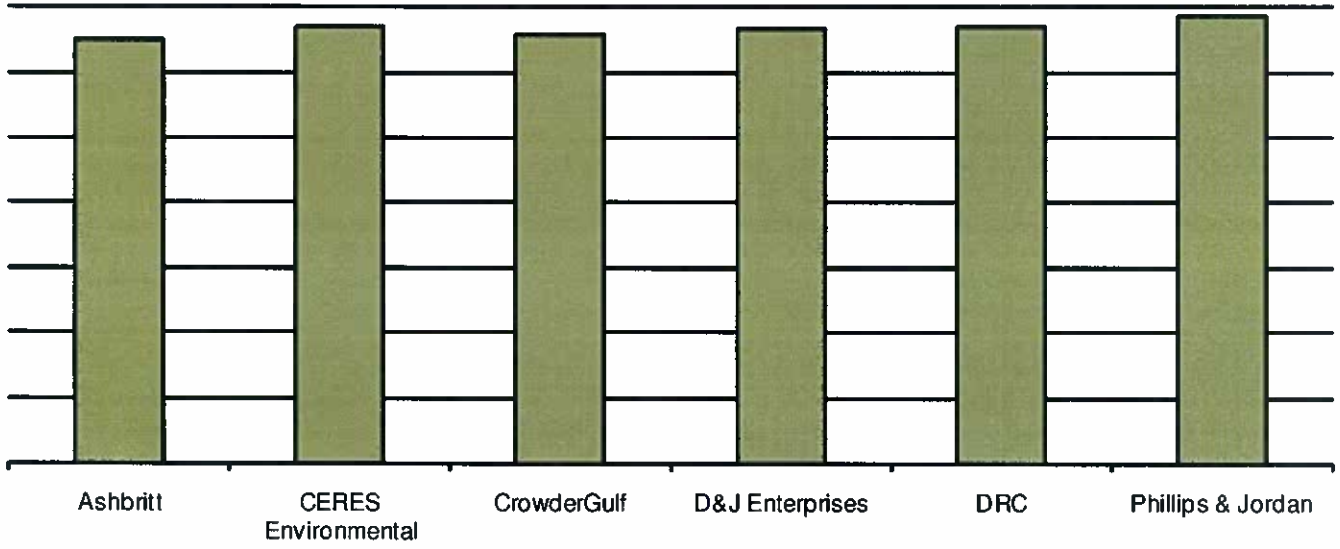
Contractor Evaluation Matrix
HIDALGO COUNTY, TX

Contractor Pricing Worksheet

County of Hidalgo | Texas

Contractor	Bid Price	Score	Stability	Score	Experience	Score	Resources	Score	Interview	Totals
Ashbritt	$ 2,836,058	18.39	5	25.00	25, 24, 25	24.67	5	25.00	4.40	97.46
CERES Environmental	$ 2,086,023	25.00	5	25.00	17, 25, 23	21.67	5	25.00	3.71	100.37
CrowderGulf	$ 2,400,320	21.72	5	25.00	23, 25, 24	24.00	5	25.00	3.06	98.78
D&J Enterprises	$ 2,339,468	22.29	5	25.00	23, 24.5, 24	23.83	5	25.00	3.67	99.80
DRC	$ 2,198,010	23.72	5	25.00	25, 22, 21	22.67	5	25.00	4.13	100.52
Phillips & Jordan	$ 2,085,748	25.00	5	25.00	24, 24, 25	24.33	5	25.00	3.66	102.99
								Total Points Available		105

Total Score Evaluation



Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between _____ ("Contractor") and the County of Hidalgo, Texas ("County") effective for all purposes upon execution by the County Manager or his designee.

WHEREAS Contractor has proposed to provide Emergency Debris Management Services in response to the:

a. H-GAC Buy Request for Proposals (Proposal DR01-08) ("Proposal"), dated October 11, 2007,
b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 27, 2009,
c. and Contractor Pricing Worksheet ("Worksheet");

in accordance with Proposal, Form, and Worksheet (together "Proposal Package") Terms and Conditions, which are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS the County has determined Contractor to be a best value bidder;

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services**. Contractor will perform Emergency Debris Management Services in accordance with the Terms and Conditions of the Proposal Package.

2. **Term**. This Agreement is for twenty-four (24) months from notification by the County to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the County Manager or his designee.

3. **Contract Administrator**. The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the County Judge.

4. **Independent Contractor**. Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of the Contractor be considered an employee of the County.

5. **Non-Exclusive Contract/Additional Services**. Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.

6. **Insurance**. Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County Manager will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County Attorney must be given copies of all insurance policies within fifteen (15) days of the County Manager's written request.

7. **Assignment**. No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.

8. **Fiscal Year**. All parties recognize that the continuation of any contract after the close of any fiscal year of the County (the County's fiscal year ends on December 31) is subject to appropriations and budget approval providing for covering such contract items as an expenditure in said budget. The County does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the County Commission at the time of adoption of each budget.

9. **Waiver**. No waiver of any breach of any term or condition of this Agreement, or Proposal Package, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.

10. **Compliance with Laws**. This Agreement is subject to all Federal Laws and laws of the State of Texas. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for the County.

11. **Subcontractors**. The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County Manager. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments**. This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination**. The County Manager may terminate this Agreement for Contractor's failure to perform the services specified in Proposal Package. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County Manager may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes**. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the County Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County Manager to immediately terminate this Agreement.

15. **Drug Policy**. The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the County's policy. The County has a zero-tolerance drug policy.

16. **Violence Policy**. The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the County's policy. The County has a zero-tolerance violence in the workplace policy.

17. **Notice**. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3rd) day after deposit if sent certified mail.

Notice shall be sent as follows:

IF TO COUNTY:
County of Hidalgo
Attention: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629

IF TO CONTRACTOR:
_____
_____
_____
_____
_____
_____

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPOERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WTH, THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

_____
JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

_____
County Attorney

Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
Exhibit B: H-GACBuy Request for Proposals (Proposal DR01-08)
Exhibit C: Contractor Pricing Worksheet

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
Page 1 of 4

Name of Proposer: _____

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented land will be pass-through costs to the County without markup by the Contractor. Values must be provided for all categories below of Propser's response may be deemed non-responsive.

Item Number	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site of other designated location	CY	$
		Ton	$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$
		Ton	$
3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated loication	CY	$
		Ton	$
4	Vegetative Debris Grinding Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$
		Ton	$
5	C&D Debris Processing Separation of contruction and demolition debris at TDSR Site or other designated location	CY	$
		Ton	$
6	Haul-out of Reduction Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site of other designated location to final disposal site	CY	$
		Ton	$
7	Haul-out of Processed C&D Debris Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	CY	$
		Ton	$
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$
8D	Backfill delivered and placed	CY	$

9-10	Removal of Partially Uprooted or Split Trees (Leaners) Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
9D	Backfill delivered and placed	CY	$
10	Split Leaner (no exposed root ball) Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
11	Removal of Dangerous Hanging Limbs (2" or more in diameter) Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	$
11B	6-10 limbs	Tree	$
11C	All limbs from tree	Tree	$
12	Removal of Trees from Waterways Removing trees from waterwats and placing them in the right-of-way for removal - Contractor will need to obtain 3 bids		
13	Hazardous Materials Removal Pick up and disposal of hazardous materials	LB	$
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	$
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	$
16	Provide Specified Annual Services Such servuces include preparing and presenting plan of operations at annual meeting, visits to TDSR Site(s), phone consultations, cost of an annual Performance Bond and providing reference information	Annual Lump Sum	$

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the County at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

LABOR CATEGORY	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary.

Emergency Debris Management Services

CONTRACT

THIS Emergency Debris Management Services Contract ("Agreement") is entered into by and between _____ ("Contractor") and the County of Hidalgo, Texas ("County") effective for all purposes upon execution by the County Manager or his designee.

WHEREAS Contractor has proposed to provide Emergency Debris Management Services in response to the:

a. H-GAC Buy Request for Proposals (Proposal DR01-08) ("Proposal"), dated October 11, 2007,
b. H-GAC Disaster Debris Clearance and Removal Services End User Service Request Form and Standard Services Checklist ("Form"), dated April 27, 2009,
c. and Contractor Pricing Worksheet ("Worksheet");

in accordance with Proposal, Form, and Worksheet (together "Proposal Package") Terms and Conditions, which are incorporated and attached as Exhibits A, B, and C, respectively;

WHEREAS the County has determined Contractor to be a best value bidder;

NOW, THEREFORE, Contractor and County enter into this Agreement and agree as follows:

1. **Services**. Contractor will perform Emergency Debris Management Services in accordance with the Terms and Conditions of the Proposal Package.

2. **Term**. This Agreement is for twenty-four (24) months from notification by the County to the Contractor to commence. The term includes an option to extend for up to three (3) additional twelve (12) month periods subject to the approval of the Contractor and the County Manager or his designee.

3. **Contract Administrator**. The Contract Administrator designated by the County is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. All of the Contractor's notices or communications regarding this Agreement must be directed to the Contract Administrator, who is the County Judge.

4. **Independent Contractor**. Contractor will perform the services hereunder as an independent contractor and will furnish such services in its own manner and method, and under no circumstances or conditions may any agent, servant, or employee of the Contractor be considered an employee of the County.

5. **Non-Exclusive Contract/Additional Services**. Contractor agrees and understands that the Agreement shall not be construed as an exclusive arrangement and further agrees that the County, at any time, may secure similar or identical services at its sole options.

6. **Insurance**. Before activities can begin under this Agreement, the Contractor's insurance company(s) shall deliver a Certificate of Insurance, as proof of the required coverages, to the Contract Administrator. Additionally, the Certificate must state that the County Manager will be given at least thirty (30) days notice, by certified mail, of cancellation, material change in coverages, or intent not to renew any of the policies. The County must be named as an Additional Insured. The County Attorney must be given copies of all insurance policies within fifteen (15) days of the County Manager's written request.

7. **Assignment**. No assignment of this Agreement or any right or interest therein by the Contractor is effective unless the County first gives its written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement and the County's right to withhold consent to such assignment is within the sole discretion of the County on any ground whatsoever.

8. **Fiscal Year**. All parties recognize that the continuation of any contract after the close of any fiscal year of the County (the County's fiscal year ends on December 31) is subject to appropriations and budget approval providing for covering such contract items as an expenditure in said budget. The County does not represent that said budget item will be actually adopted as that determination is within the sole discretion of the County Commission at the time of adoption of each budget.

9. **Waiver**. No waiver of any breach of any term or condition of this Agreement, or Proposal Package, or the Contractor's proposal offer to the Proposal and Form waives any subsequent breach of the same.

10. **Compliance with Laws**. This Agreement is subject to all Federal Laws and laws of the State of Texas. All duties of the parties will be performed in the County. The applicable law for any legal disputes arising out of this Agreement is the law of Texas and such form and venue for such disputes is the appropriate district, county, or justice court in and for the County.

11. **Subcontractors**. The Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors, however, the Contractor must obtain prior written approval from the County Manager. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the services.

12. **Amendments**. This Agreement may be amended only by written Agreement duly authorized by the parties hereto and signed by the parties.

13. **Termination**. The County Manager may terminate this Agreement for Contractor's failure to perform the services specified in Proposal Package. Failure to keep all insurance policies in force for the entire term of this Agreement is grounds for termination. The Contract Administrator must give the Contractor five (5) work days written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the County Manager may terminate this Agreement immediately thereafter.

Alternatively, the County may terminate this Agreement for no reason upon twenty (20) days written notice to the Contractor. However, the County may terminate the Agreement on twenty-four (24) hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out herein.

14. **Taxes**. The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes according to Circular E Employer's Tax Guide, Publication 15, as it may be amended. Upon his request, the County Manager shall be provided proof of payment of these taxes within fifteen (15) days of such request. Failure to pay or provide proof of payment is grounds for the County Manager to immediately terminate this Agreement.

15. **Drug Policy**. The Contractor must adopt a Drug Free Workplace and drug testing policy that substantially conforms to the County's policy. The County has a zero-tolerance drug policy.

16. **Violence Policy**. The Contractor must adopt a Violence in the Workplace and related hiring policy that substantially conforms to the County's policy. The County has a zero-tolerance violence in the workplace policy.

17. **Notice**. Notice may be given by fax, hand delivery, or certified mail, postage prepaid, and is received on the day faxed or hand-delivered and on the third (3rd) day after deposit if sent certified mail.

Notice shall be sent as follows:

IF TO COUNTY:
County of Hidalgo
Attention: Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Phone: (956) 318-2626
Fax: (956) 318-2629

IF TO CONTRACTOR:
_____
_____
_____
_____
_____
_____

CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE COUNTY OF HIDALGO AND ITS OFFICERS, EMPLOYEES AND AGENTS (INDEMNITIEES) FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE ON ACCOUNT OF DEATH, PERSONAL INJURIES, PROPOERTY LOSS OR DAMAGE OR ANY OTHER KIND OF DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF, OR IN CONNECTION WTH, THIS CONTRACT OR THE PERFORMANCE OF THIS CONTRACT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTING NEGLIGENCE OF INDEMNITEES, BUT NOT BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR GROUP. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO INDEMNITEES AND PAY ALL CHARGES OF ATTORNEY AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY OF SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS OR ACTIONS.

SIGNED this _____ day of July, 2009.

Contractor: _____

By: _____

Title: _____

COUNTY OF HIDALGO ("COUNTY")

_____

JUAN DE DIOS "J.D." SALINAS, III
County Judge

Approved this _____ day of July, 2009.

By: _____

_____

County Attorney

Exhibit A: H-GAC Disaster Debris Clearance and Removal Services End User Service Request and Requested Services Checklist Form
Exhibit B: H-GACBuy Request for Proposals (Proposal DR01-08)
Exhibit C: Contractor Pricing Worksheet

EMERGENCY DEBRIS MANAGEMENT SERVICES

Price Proposal Form
Page 1 of 4

Name of Proposer: _____

Proposer shall provide all-inclusive unit prices that include supplying all equipment, tools and labor necessary to perform the duties described. The documentation and recovery process, including plan development, mobilization, demobilization, record keeping and quality control, shall be included in the prices. Disposal costs must be documented land will be pass-through costs to the County without markup by the Contractor. Values must be provided for all categories below of Propser's response may be deemed non-responsive.

Item Number	Description	Unit of Measure	Unit Price
1	Vegetative Debris Removal Vegetative Debris removal from public rights-of-way and hauling to TDSR Site of other designated location	CY	$
		Ton	$
2	Mixed Debris Removal Mixed Debris removal from designated work zone and hauling to TDSR Site or other designated location	CY	$
		Ton	$
3	Debris Removal from Drop-off Sites Debris Removal from Drop-off Sites and hauling to TDSR Site or other designated loication	CY	$
		Ton	$
4	Vegetative Debris Grinding Reduction of Vegetative Debris via grinding at TDSR Site or other designated location	CY	$
		Ton	$
5	C&D Debris Processing Separation of contruction and demolition debris at TDSR Site or other designated location	CY	$
		Ton	$
6	Haul-out of Reduction Vegetative Debris Hauling reduced Vegetative Debris from TDSR Site of other designated location to final disposal site	CY	$
		Ton	$
7	Haul-out of Processed C&D Debris Hauling construction and demolition debris from TDSR Site or other designated location to final disposal site	CY	$
		Ton	$
8	Hazardous Stump Removal Removal of Hazardous Stumps in rights-of-way and hauling to TDSR Site or other designated location and backfilling		
8A	Diameter of stump 25-36 inches (2 feet from ground)	CY	$
8B	Diameter of stump 37-48 inches (2 feet from ground)	CY	$
8C	Diameter of stump >48 inches (2 feet from ground)	CY	$
8D	Backfill delivered and placed	CY	$

9-10	Removal of Partially Uprooted or Split Trees (Leaners) Falling partially uprooted or split trees from the right-of-way or overhanging portion of the right-of-way and placing the debris in the right-of-way for removal		
9	Partially Uprooted Leaner Price includes excavating root ball and placing it in right-of-way and backfilling		
9A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
9B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
9C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
9D	Backfill delivered and placed	CY	$
10	Split Leaner (no exposed root ball) Price includes flush cutting the tree trunk		
10A	Diameter of tree <24 inches (2 feet from ground)	Tree	$
10B	Diameter of tree 25-36 inches (2 feet from ground)	Tree	$
10C	Diameter of tree >36 inches (2 feet from ground)	Tree	$
11	Removal of Dangerous Hanging Limbs (2" or more in diameter) Removing hanging or partially broken limbs from trees in the right-of-way or limbs hanging over the right-of-way and placing the debris in the right-of-way for removal		
11A	1-5 limbs	Tree	$
11B	6-10 limbs	Tree	$
11C	All limbs from tree	Tree	$
12	Removal of Trees from Waterways Removing trees from waterwats and placing them in the right-of-way for removal - Contractor will need to obtain 3 bids		
13	Hazardous Materials Removal Pick up and disposal of hazardous materials	LB	$
14	Dead Animal Removal Dead animal collection, transport, and disposal	LB	$
15	Freon Removal from White Goods Removal of Freon from white goods (hauling of white goods to TDSR Site or other designated location is included in the Mixed Debris removal price)	Unit	$
16	Provide Specified Annual Services Such servuces include preparing and presenting plan of operations at annual meeting, visits to TDSR Site(s), phone consultations, cost of an annual Performance Bond and providing reference information	Annual Lump Sum	$

Notes:

1. These prices assume the distance between the pickup location and TDSR Site or other designated location is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
2. Invoices to be paid based on incoming load tickets.
3. These prices assume the distance between the TDSR Site or other designated location and final disposal site is 20 miles or less. For distances greater than 20 miles, add $_____/mile.
4. Invoices to be paid based on outgoing load tickets.
5. Contractor will pay tipping fee, if applicable, at final disposal site(s) and bill the County at cost.
6. Only for stumps requiring extraction from rights-of-way, including backfill, etc. To be priced using Stump Conversion Table and Hazardous Stump Worksheet in FEMA Recovery Policy (RP) 9523.11 dated May 1, 2006, or any subsequent edition.
7. The amount allocated for the annual Performance Bond will be reimbursed to the Contractor in the event the Contractor is not activated for an emergency condition during the year.

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for key personnel and other personnel included in its organizational structure and operational plan. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period

LABOR CATEGORY	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary

PRICE PROPOSAL FORM

Name of Proposer: _____

Proposer shall provide hourly rates for equipment that are inclusive of the equipment operator. The County may authorize the use of these hourly rates for non-emergency tasks related to special needs or events that may be required by the County from time to time during the contract period.

EQUIPMENT TYPE	HOURLY LABOR RATE
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$
	$

Use additional sheets if necessary.

HGACBuy THE SMART PURCHASING SOLUTION

CONSULTING LEASING & STAFFING SERVICES

PROFESSIONAL PLANNING & CONSULTING SERVICES

Contract No.: EN11-04

Effective Date: Thru Dec 31, 2009

The following table shows H-GAC's contracted consulting and engineering firms, and the categories/subcategories of services each is able to provide. Contact the contractor directly to discuss scope of work and to obtain detailed H-GAC contract pricing.

- Environmental Services & Studies
- Protected Species Coordination
- Historical/Archeological Projects
- Health & Quality-of-Life Studies & Assessments
- Additional Services
- Community Planning
- Studies & Additional Services
- Transportation Systems Planning
- Schematic Development
- Transportation Design & Inspection Projects
- Traffic Engineering and Operations Studies
- Traffic Operations Design
- Hydraulic Design and Analysis
- Materials Inspection and Testing
- Geotechnical Services
- Surveying and Mapping
- Additional Services
- HOMELAND SECURITY & EMERGENCY PLANNING
- Planning & Preparedness Services
- Management Services
- Emergency Response Services
- Site Assessment, Monitoring & Restoration
- Training

VENDOR CONTACTS

- **Beck Disaster Recovery, Inc.**
  John Buri
  (P): 713-737-5763
  (F): 407-.80-3.57
  Click here for Email
- **RCC Consultants**
  Greg Munchrath
  (P): 281-999-1441
  (F): 281-999-1546
  Click here for Email
- **RW Beck Inc.**
  David S. Yanke
  (P): 512-450-0991
  Click here for Email
- **URS Corporation**
  Ed Matuszak
  (P): 713-914-6425
  (F): 713-789-8404
  Click here for Email

H-GAC CONTACTS

- **LaWanda James**
  (P): 713-993-4536 , Ext: 4536
  (F): 713-993-4548
  lawanda.james@h-gac.com

Environmental Services & Studies

	URS CORP.
Environmental Planning	X
Environmental Compliance	X
Environmental Monitoring	X
Environmental/Occupational Training	X
Environmental Impact Studies	X
Environmental Document Preparation	X
Pollution Prevention Plans & Surveys	X

Back to top

Protected Species Coordination

	URS CORP.
Wetland Delineation	X
Protected Species Determination	X
Impact Evaluation Assessments	X

Biological Surveys	X

Back to top

Historical/Archeological Projects

	URS CORP.
Surveys, Research, & Documentation of Historic Buildings, Structures, & Objects	X
Preservation Projects including Historic Architectural Work	X
Archeological Surveys, Documentation, Excavations, Testing Reports & Data Recovery Plans	X
Historical & Archival Research	X

Back to top

Health & Quality-of-Life Studies & Assessments

	RW BECK	URS CORP.
Water Quality Studies		X
Stormwater Management	X	X
Air Quality Analysis		X
Traffic Noise Analysis		X
Public Health Assessments		X
Waste Management Services	X	X
Wastewater Treatment	X	X

Back to top

Additional Services

	RW BECK	URS CORP.
Site Assessments & Remediation		X
IT & GIS Enabled Services		X
Litigation Support	X	X
Natural Resource Inventory Analysis		X
Remote Advisory Services		X
Chemical Testing and Analysis		X
Socio-Economic & Environmental Justice Analyses		X
Siting, Licensing, & Permitting	X	X

Back to top

Community Planning

	URS CORP.	WILBER SMITH
Comprehensive Planning	X	X
Community Visioning	X	X

Land Use Planning	X	X
Site Plan Review	X	

Back to top

Studies & Additional Services

	RW BECK	URS CORP.
Development Regulations		X
Traffic Impact Analysis		X
Impact Fees	X	X
Historic Preservation		X
Public Participation		X
Urban Design		X

Back to top

Transportation Systems Planning

	URS CORP.
Policy Planning	X
Systems Planning	X
Corridor Planning	X
Coordinated Land Use/Transportation Planning	X
Feasibility Studies	X
Major Investment Studies	X
Pedestrian/Bicycle Planning	X

Back to top

Schematic Development

	URS CORP.
Route Studies and Schematic Design (minor, major, & complex roadways)	X
Bridge Layouts (minor & major)	X
Multi-Level Interchange and Exotic Bridge Layout	X

Back to top

Transportation Design & Inspection Projects

	URS CORP.
Roadway Design (minor, major, & complex roadways)	X
Bridge Design (minor & major)	X
Bridge Inspection	X

Back to top

Traffic Engineering and Operations Studies

	URS CORP.
Traffic Engineering Studies	X
Highway-Rail Grade Crossing Studies	X
Traffic Signal Timing	X
Traffic Control Systems Analysis, Design and Implementation	X
Intelligent Transportation Systems (ITS) Planning & Studies	X

Back to top

Traffic Operations Design

	URS CORP.
Signing, Pavement Marking and Channelization	X
Illumination Design & Planning	X
Signalization Design & Planning	X
ITS Control Systems Analysis, Design and Implementation	X
Highway-Rail Grade Crossings Design & Planning	X

Back to top

Hydraulic Design and Analysis

	URS CORP.
Hydrologic Studies & Design (basic & complex)	X
Pump Station: Hydraulic & Electrical Design, & Structural Design	X
Bridge Scour Evaluations and Analysis	X

Back to top

Materials Inspection and Testing

	URS CORP.
Material & Concrete Testing	X
Plant Inspection and Testing	X

Back to top

Geotechnical Services

	URS CORP.
Soil Exploration	X
Geotechnical Testing	X
Transportation Foundation Studies	X

Building Foundation Studies	X

Back to top

Surveying and Mapping

	URS CORP.
Right of Way Surveys & Maps	X
Parcel Plats	X
Legal Descriptions	X
Design and Construction Surveys	X
Aerial Mapping, including Horizontal and Vertical Control	X
State Land Surveying	X

Back to top

Additional Services

	RW BECK	URS CORP.
Community Improvement Projects (including water & waste water)	X	X
Architectural Services		X
Bicycle and Pedestrian Facility Development		X
Roadway & Bridge Construction Management and Inspection		X
Value Engineering		X
Subsurface Utility Engineering		X

Back to top

HOMELAND SECURITY & EMERGENCY PLANNING

The services below relate to homeland security and emergency preparedness.

Back to top

Planning & Preparedness Services

	RW BECK	URS
Emergency Response Planning & Preparedness Services	X	X
Contingency Planning	X	X
Vulnerability Analyses	X	X
Risk Planning & Assessments	X	X
Health & Safety Plans		X
Tabletop, Functional, & Full-Scale Scenario Exercise/Training Design & Implementation		X
Hazards & Operability Studies		X
IT and GIS Enabled Modeling		X

Community Relations Plans	X

Back to top

Management Services

	RCC	RW BECK	URS
Project & Program Management		X	X
Composing/Updating Emergency Management Plans		X	X
Asset Management			X
Logistics & Procurement Support			X
Consequence Management			X
Integration Management	X		X

Back to top

Emergency Response Services

	RW BECK	URS
Incident Response Capabilities	X	X
Field Detection Operations		X
Regional Response Teams	X	X
Air Quality Monitoring Services		X

Back to top

Site Assessment, Monitoring & Restoration

	RW BECK	URS
On Site Monitoring	X	X
Contamination & Risk Identification		X
Site Assessment & Contamination Removal		X
Decontamination Procedures & Capabilities		X
Use of Structured Incident Command System & Unified Command Structure		X
Site Health & Safety Services		X
Data Management Capabilities		X
Threat Mitigation		X
Natural Resource Damage Assessments		X

Back to top

Training

	RW BECK	URS
Chemical, Biological, Radiological, and Nuclear (CBRN)		X
Domestic Preparedness Training involving Weapons of Mass Destruction (WMD)		X

Hazardous Operations Training		X
Radiological Training		X
Emergency preparedness and Risk Management	X	X
Agent characteristics and identification		X
Agent Detection and Sampling		X
Scene Assessment and Site Monitoring	X	X
Contingency Planning	X	X
Standard Operating Procedures	X	X
Equipment Sselection and Use		X
Personal Safety		X

Back to top

Copyright © 2007 H-GAC. All Rights Reserved.

AMENDMENT No. 2 to CONTRACT No. EN11-04

For

Environmental, Community Planning, Engineering, and Homeland Security Counseling and Related Services

Between

HOUSTON-GALVESTON AREA COUNCIL

And

BECK DISASTER RECOVERY, INC.

THIS AMENDMENT modifies the above referenced Contract as follows:

The contract is extended through December 31, 2009 Midnight Central Time.

All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

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

Signed for **Houston-Galveston Area Council,**
Houston, Texas

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,**
Houston, Texas

Deidre Vick, Director of Public Services

Date: Oct 7, 2008

Signed for: **Beck Disaster Recovery, Inc.**

Printed Name & Title: Patricia K. Corbin, V.P.

Date: 10-7, 2008

Attest for: **Beck Disaster Recovery, Inc.**

Printed Name & Title: Lin Ross, Asst. Secretary

Date: 10-7, 2008

AI-16549 **22.A.5.**

Requesting Approval of Change Order No. 1; Substantial Completion;and Retainage for Enriquez Enterprises for Headstart Kitchen

CC REGULAR

Date:	07/21/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Requesting approval of the following in connection with the Construction of Hidalgo County Head Start Central Kitchen as submitted/certified by either project architect, Rike-Ogden-Figueroa-Allex Architects or awarded contractor Enriguez Enterprises, Inc.:

a. Change Order No. 1 (to credit unused Allowances and increase an additional 54 days);

b. Certificate of Substantial Completion from Enriquez Enterprises, Inc., reflecting the substantial completion date of December 10, 2008;

c. Approval of Request for Application No. 9 (Retainage) in the amount of $33,937.50 from awarded contractor, Enriquez Enterprises, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-206-00-000-002-0-000

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

BUDGETARY IMPACT:

Reference: PO# 600547

Retainage Payable amount available is $33,937.50 for Application for payment.

*note the balance to finish on the application for payment is credited with change order no.1 ($43,250.00)

Attachments

Link: Change Order No.1;Substantial Completion;Retainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:54 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:36 PM	APRV

3	Roland Garcia	Rolando Garcia	07/17/2009 03:05 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Rocio Villarreal Started On: 07/15/2009 04:01 PM

Final Approval Date: 07/17/2009

AIA® Document G701™ – 2001

Change Order

PROJECT *(Name and address)*: HEADSTART MISSION KITCHEN BUILDING	**CHANGE ORDER NUMBER:** 001 **DATE:** February 12, 2009	OWNER: ☒ ARCHITECT: ☒ CONTRACTOR: ☒
TO CONTRACTOR *(Name and address):* Enriquez Enterprises, Inc. P.O. Box 2999 Edinburg, Texas 78540	**ARCHITECT'S PROJECT NUMBER:** 27014 **CONTRACT DATE:** February 20, 2008 **CONTRACT FOR:**	FIELD: ☐ OTHER: ☐

THE CONTRACT IS CHANGED AS FOLLOWS:
(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)
Item No. 1: Allowances:

That amount to "CREDIT" all unused Allowances to Orginal Contract Amount:

Landscape Allowance:	$ 6,000.00
Betterment Allowance:	$12,000.00
Plumbing Allowance:	$ 4,350.00
HVAC Allowance:	$ 5,000.00
Electrical Allowance:	$15,900.00
Total Credit:	($43,250.00)

Amount to Credit to Original Contract Amount: ($43,250.00)

Item No. 2: Days:

That amount to add additional days to the contract: Substantial Completion Date was October 9, 2008. Revised Completion date is December 2, 2008. A total of 54 days.

The original Contract Sum was	$	722,000.00
The net change by previously authorized Change Orders	$	0.00
The Contract Sum prior to this Change Order was	$	722,000.00
The Contract Sum will be dereased by this Change Order in the amount of	$	(43,250.00)
The new Contract Sum including this Change Order will be	$	678,750.00

The Contract Time will be increased by Zero (54) days.
The date of Substantial Completion as of the date of this Change Order therefore is December 2, 2008.

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:10:55 on 07/15/2009 under Order No.9195676451_1 which expires on 08/04/2010, and is not for resale.
User Notes: (942617903)

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Rike Ogden Figueroa Allex Architects Inc.	Enriquez Enterprises, Inc.	County of Hidalgo
ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
1007 Walnut Avenue, McAllen, Texas 78501	P.O. Box 2999, Edinburg, Texas 78540	2812 S. Business Hwy. 281, Edinburg, Texas 78539
ADDRESS	**ADDRESS**	**ADDRESS**
BY *(Signature)*	**BY** *(Signature)*	**BY** *(Signature)*
Mr. Luis A. Figueroa, AIA	Mr. Gilbert Enriquez	
(Typed name)	*(Typed name)*	*(Typed name)*
DATE	**DATE**	**DATE**

AIA Document G701™ – 2001. Copyright © 1979, 1987, 2000 and 2001 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 12:10:55 on 07/15/2009 under Order No.9195676451_1 which expires on 08/04/2010, and is not for resale.
User Notes: (942617903)

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT:
(Name and address):
HEADSTART MISSION KITCHEN BUILDING

PROJECT NUMBER: 27014/
CONTRACT FOR: General Construction
CONTRACT DATE: February 20, 2008

OWNER: ☒
ARCHITECT: ☒
CONTRACTOR: ☒
FIELD: ☐
OTHER: ☐

TO OWNER:
(Name and address):
County of Hidalgo
2812 S. Business Hwy. 281
Edinburg, Texas 78539

TO CONTRACTOR:
(Name and address):
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, Texas 78540

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

Entire project as outlined in contract documents

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

Warranty
1 Year

Date of Commencement
December 10, 2008

Rike Ogden Figueroa Allex Architects Inc. | **ARCHITECT** | **BY** | 2.25.9 | **DATE OF ISSUANCE**

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

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

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

Enriquez Enterprises, Inc. | **CONTRACTOR** | **BY** | 3/5/09 | **DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at 6:00 A.M. (time) on December 15, 2008 (date).

County of Hidalgo | **OWNER** | **BY** | **DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:41:51 on 02/25/2009 under Order No.1000366552_1 which expires on 8/4/2009, and is not for resale.
User Notes: (1452238557)

rofa architects

rike
ogden
figueroa
allex

July 7, 2009

COPY

Angela Garcia
Hidalgo County Office of Budget & Management
2818 S. Hwy 281
Edinburg, Texas 78539

Re: Hidalgo County Headstart Central Kitchen
Purchase Order No. for Enriquez Enterprises is 600547

Dear Ms. Garcia:

Enclosed please find three sets of the following:

1. AIA Document G702, "Application and Certificate for Payment **"Retainage"** submitted by Enriquez Enterprises, Inc. in the amount of **$33,937.50**
2. Final Subcontractor's Affidavit and Waiver of Lien from Faires Plumbing dated June 8, 2009.
3. Final Subcontractor's Affidavit and Waiver of Lien from Kitchen Resources dated June 8, 2009.
4. Final Subcontractor's Affidavit and Waiver of Lien from Longoria's Electric dated June 8, 2009.
5. Final Subcontractor's Affidavit and Waiver of Lien from Royal Air Conditioning dated June 8, 2009.
6. Final Subcontractor's Affidavit and Waiver of Lien from Triple Concrete dated June 8, 2009.
7. Final Subcontractor's Affidavit and Waiver of Lien from Via Steel Inc. dated June 8, 2009.

If you have any questions please do not hesitate to call our office.

Sincerely,

Rike Ogden Figueroa Allex Architects Inc.

Luis A. Figueroa, AIA
Principal

Cc: Lupita Garza, Accounting Clerk (1 set)
Martha Salazar, Hidalgo County Purchasing Agent (1 set)

Received by: _____

1007 Walnut Ave. • McAllen, TX 78501 • v:956 686 7771 • f:956 687 3433

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702 PAGE ONE OF PAGES

TO OWNER County of Hidalgo
Edinburg, TX 78539

PROJECT: Hidalgo County Headstart
Central Kitchen

APPLICATION NO: Retainage

PERIOD TO: Jan. 2009

Distribution to:
[X] OWNER
[X] ARCHITECT
[ ] CONTRACTOR
[ ]
[ ]

FROM CONTRACTOR:
Enriquez Enterprises, Inc.
P.O. Box 2999
Edinburg, TX 78540

VIA ARCHITECT Rike-Ogden-Figueroa Architects
1007 Walnut Ave.
McAllen, TX 78501

PROJECT NOS: Forty-Nine

CONTRACT FOR: General Construction

CONTRACT DATE: March 2008

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		$722,000.00
2. Net change by Change Orders		
3. CONTRACT SUM TO DATE (Line 1 ± 2)	$	722,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)	$	678,750.00
5. RETAINAGE:		
a. 5 % of Completed Work (Column D + E on G703)		
b. 5 % of Stored Material (Column F on G703)		
Total Retainage (Lines 5a + 5b or Total in Column I of G703)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		678,750.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		644,812.50
8. CURRENT PAYMENT DUE		$33,937.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	43,250.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS	$0.00	$0.00
NET CHANGES by Change Order		$0.00

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:
Enriquez Enterprises, Inc.

By: _____ Date: Jan. 20, 2009

State of: Texas County of: Hidalgo
Subscribed and sworn to before me this 20 day of January
Notary Public: Esther E. Hernandez
My Commission expires: 4-19-2012

ESTHER E. HERNANDEZ
MY COMMISSION EXPIRES
April 19, 2012

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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 ..... $ 33,937.50

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT: Rike-Ogden-Figueroa Architects

By: _____ Date: 7.7.9

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.

AIA DOCUMENT G702 · APPLICATION AND CERTIFICATION FOR PAYMENT · 1992 EDITION · AIA · ©1992 THE AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVE., N.W., WASHINGTON, DC 20006-5292

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Retainage
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1	Bonds & Insurance	$14,000.00	$14,000.00			$14,000.00	100.00%		$700.00
2	General Conditions	$15,300.00	$15,300.00			$15,300.00	100.00%		$765.00
3	Supervision	$24,000.00	$24,000.00			$24,000.00	100.00%		$1,200.00
4	Temporary Fence/Barricade	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
5	Dumpster/Trash Removal	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
6	Equipment Rental	$4,500.00	$4,500.00			$4,500.00	100.00%		$225.00
7	Progress Cleaning	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
8	Field Engineering	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
9	Temporary Light	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
10	Building Pad/Select Fill	$13,620.00	$13,620.00			$13,620.00	100.00%		$681.00
11	Utilities: Sewer	$16,155.00	$16,155.00			$16,155.00	100.00%		$807.75
12	Utilities: Water	$17,500.00	$17,500.00			$17,500.00	100.00%		$875.00
13	Utilities: Storm	$4,274.00	$4,274.00			$4,274.00	100.00%		$213.70
14	Asphalt Paving (Site Work)	$30,807.00	$30,807.00			$30,807.00	100.00%		$1,540.35
15	Concrete Paving (Site Work)	$3,600.00	$3,600.00			$3,600.00	100.00%		$180.00
16	Concrete Curb & Gutter (Site Work)	$4,512.00	$4,512.00			$4,512.00	100.00%		$225.60
17	Final Grading & Swells	$2,500.00	$2,500.00			$2,500.00	100.00%		$125.00
18	Termite Control	$531.00	$531.00			$531.00	100.00%		$26.55
19	Concrete Foundation	$20,200.00	$20,200.00			$20,200.00	100.00%		$1,010.00
20	Reinforcing Steel: Foundation	$7,058.00	$7,058.00			$7,058.00	100.00%		$352.90
21	Concrete Pump	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00
22	Concrete Sidewalks (Site Work)	$6,920.00	$6,920.00			$6,920.00	100.00%		$346.00
23	Light Pole (Site Work)	$1,000.00	$1,000.00			$1,000.00	100.00%		$50.00
24	Masonry	$44,000.00	$44,000.00			$44,000.00	100.00%		$2,200.00
25	Reinforcing Steel: Masonry	$0.00							$0.00
26	Splash Blocks	$500.00	$500.00			$500.00	100.00%		$25.00
27	Structural Steel	$47,000.00	$47,000.00			$47,000.00	100.00%		$2,350.00
28	Trench Covers/Pipe bollards (Site Work)	$800.00	$800.00			$800.00	100.00%		$40.00
29	Custom Cabinets	$1,500.00	$1,500.00			$1,500.00	100.00%		$75.00

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Retainage
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED FROM PREVIOUS APPLICATION (D + E)	WORK COMPLETED THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
30	Dampproofing & Waterproofing	$9,200.00	$9,200.00			$9,200.00	100.00%		$460.00
31	Joint Sealers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
32	Hollow Metal Frames & Doors	$7,386.00	$7,386.00			$7,386.00	100.00%		$369.30
33	Wood Doors	$2,170.00	$2,170.00			$2,170.00	100.00%		$108.50
34	Finish Hardware	$8,450.00	$8,450.00			$8,450.00	100.00%		$422.50
35	Installation of HMF, Doors, & Hardware	$6,000.00	$6,000.00			$6,000.00	100.00%		$300.00
36	Special Doors	$1,756.00	$1,756.00			$1,756.00	100.00%		$87.80
37	Installation of Special Door	$500.00	$500.00			$500.00	100.00%		$25.00
38	Glass & Glazing	$890.00	$890.00			$890.00	100.00%		$44.50
39	Gypsum Drywall	$5,600.00	$5,600.00			$5,600.00	100.00%		$280.00
40	Portland Cement Plaster	$7,800.00	$7,800.00			$7,800.00	100.00%		$390.00
41	Ceramic Tile Floor Finish	$2,850.00	$2,850.00			$2,850.00	100.00%		$142.50
42	Acoustical Ceilings	$12,600.00	$12,600.00			$12,600.00	100.00%		$630.00
43	Resilient Base	$2,400.00	$2,400.00			$2,400.00	100.00%		$120.00
44	Painting	$12,000.00	$12,000.00			$12,000.00	100.00%		$600.00
45	Lockers	$5,000.00	$5,000.00			$5,000.00	100.00%		$250.00
46	Identifying Devices	$602.00	$602.00			$602.00	100.00%		$30.10
47	Fire Extinguishers/Cabinets	$650.00	$650.00			$650.00	100.00%		$32.50
48	Toilet Accessories	$1,934.00	$1,934.00			$1,934.00	100.00%		$96.70
49	Installation of Specialty Items	$2,800.00	$2,800.00			$2,800.00	100.00%		$140.00
50	Food Service Equipment	$32,975.00	$32,975.00			$32,975.00	100.00%		$1,648.75
51	Mapes Canopies	$5,146.00	$5,146.00			$5,146.00	100.00%		$257.30
52	Plumbing	$71,361.00	$71,361.00			$71,361.00	100.00%		$3,568.05
53	HVAC	$62,000.00	$62,000.00			$62,000.00	100.00%		$3,100.00
54	Electrical	$81,400.00	$81,400.00			$81,400.00	100.00%		$4,070.00
55	Permits	$3,000.00	$3,000.00			$3,000.00	100.00%		$150.00
56	Landscape Allowance	$6,000.00						$6,000.00	$0.00
57	Betterment Allowance	$12,000.00						$12,000.00	$0.00
58	Final Clean-up	$1,470.00	$1,470.00			$1,470.00	100.00%		$73.50

CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: Retainage
APPLICATION DATE: Jan. 20, 2009
PERIOD TO: Jan. 2009
ARCHITECT'S PROJECT NO: Forty-Nine

A	B	C	D	E	F	G		H	I
ITEM NO	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)	BALANCE TO FINISH (C - G)	RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
59	Plumbing Allowance	$5,000.00	$650.00			$650.00	13.00%	$4,350.00	$32.50
60	HVAC Allowance	$5,000.00						$5,000.00	$0.00
61	Electrical Allowance	$17,000.00	$1,100.00			$1,100.00	6.47%	$15,900.00	$55.00
62	Contractor's Fee	$24,283.00	$24,283.00			$24,283.00	100.00%		$1,214.15
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
									$0.00
	GRAND TOTALS	$722,000.00	$678,750.00			$678,750.00	94.01%	$43,250.00	$33,937.50

AI-16534 **22.B.1.**

Professional Svcs-Construction Materials Testing Services for Pct 1 Projects
CC REGULAR

Date:	07/21/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code Secction 262.024 (a) (4) a professional service (engineering) Construction Materials Testing.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firm graded and evulated through the County's approved pool for the provision of Construction Material Testing (engineering) Services for in connection with Precinct No 1 Projects;

1._____ 2._____
3._____

c. Authority for the Purchasing Department to negotiate a professional Construction Materials Testing (engineering) Services Contract with No 1 ranked firm of _____ for the provision of professional services for Precinct No 1 Projects.

BACKGROUND

See Scoring Grid

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-719

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

BUDGETARY IMPACT:

Available balance as of 7/17/09 $29,250.00; additional funding to be in place once WA's are initiated by firm and projects are indentified by user dept.

Other possible funding source obj code is 334 "Eng. & Architectual Svcs".

Attachments

Link: Construction Mat Test-Pool

Link: Expansion Const Mat Testing

Link: Const Mat Test-Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:43 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:22 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 10:31 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 10:51 AM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Darlene Betancourt

Started On: 07/15/2009 02:31 PM

Final Approval Date: 07/17/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: January 28, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 09-031-01-14-YSI

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS									
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEOTECHNICAL	MEP (MECH/ELEC/PLUMB)	LANDFILL	ENVIRON-MENTAL	HIGHWAY	OTHER
1.	**TERRACON CONSULTANTS, INC.** JORGE A. FLORES, P. G. or MURPHY G. SCURRY, E.I.T. 1506 MID-CITIES DRIVE PHARR, TEXAS 78577 PH. # (956) 283-8254 FAX # (956) 283-8279 drash@drashce.com jaflores@terracon.com		√			√			√		√ (FACILITIES)
2.	**PROFESSIONAL SERVICES INDUSTRIES INC (PSI)** JAIME CANTU, P.E. or RUDY MARTINEZ, BRANCH MANAGER 2020 LOOP 499 #302 HARLINGEN, TEXAS 78550 PH. # (956) 423-6826 FAX # (956) 423-5735 eladio.garza@psiusa.com					√			√		
3.	**L & G ENGINEERING LABORATORY, LLC.** JACINTO GARZA, P.E. 2100 WEST EXPRESSWAY 83 MERCEDES, TEXAS 78570 PH. # (956) 565-0760 FAX # (956) 565-6746 jacinto@lgengineers.com		√			√			√		
4.	**MILLENNIUM ENGINEERS GROUP (M.E.G.)** RAUL PALMA, P.E. P. O. BOX 4569 - 705 DAWSON DRIVE EDINBURG, TEXAS 78540-4569 PH. # (956) 383-8522 FAX # (956) 383-0295 megengineers@aol.com		√	√		√			√	√	

5.	**EARTH CO., LLC** RUDY MARTINEZ 1306 "F" STREET, SUITE A HARLINGEN, TEXAS 78550 PH. # (956) 428-2443 CELL # (956) 793-6387 **rm.earthco@gmail.com** **jc.earthco@gmail.com**		√			√					

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: March 11, 2009	**RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ: "EXPANSION OF CONSTRUCTION MATERIAL TESTING SERVICES"

BID NO: 2009-101-03-11-YSI

RFQ	NAME OF COMPANY	ACKNOWLEDGE RECEIPT OF STATEMENTS OF QUALIFICATIONS	ACKNOWLEDGE RECEIPT OF ADDENDUM #1
1.	**Raba-Kistner** **800 E Hackberry** **McAllen, Texas 78501**	√	√

HIDALGO COUNTY PURCHASING DEPARTMENT
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ/P OPENING DATE: March 11, 2009 | **RFQ OPENING TIME:** 9:30 A.M.

DESCRIPTION OF RFQ/P : "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

BID NO: 2009-101-03-11-YSI **EFFECTIVE FROM MARCH 24, 2009 TO FEBRUARY 09, 2010**

RFQ NO.	NAME OF COMPANY	AREAS OF SPECIALIZATIONS										
		FORENSIC STUDIES	CONSTRUCTION MATERIAL TESTING SERVICES	CIVIL	STRUCTURAL	GEO-TECHNICAL	MEP (MECH/ ELEC/ PLUMB)	LAND-FILL	ENVIRON-MENTAL	HIGHWAY	OTHER	OTHER
1.	**RABA-KISTNER CONSULTANTS, INC.** MARTIN VILA, PE, F. ASCE, Senior Vice President or KIRBY BRAUN 800 E HACKBERY MCALLEN, TEXAS 78501 PH. # (956) 682-5332 FAX # (956) 682-5487 **kbraun@rkci.com**		√			√			√		√ Pavement Consulting	√ Facilities

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFQ ACCEPTANCE DATE: MARCH 11, 2009 RFQ ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/DESCRIPTION: HIDALGO COUNTY – "EXPANSION OF CONSTRUCTION MATERIALS TESTING SERVICES"

RFQ NO: 2009-101-03-11-YSI

NAME OF BIDDER: COMPANY/FIRM & REPRESENTATIVE'S NAME	RFQ REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE/FAX NOs.
1. RABA-KISTNER CONSULTANTS, INC KIRBY BRAUN	EMAIL TR	YSI	02-18-09	12821 W GOLDEN LANE SAN ANTONIO, TX 78249 PH. # (210) 699-9090 FAX # (210) 699-6426 kbraun@rkci.com
2.				
3.				
4.				
5				

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

HIDALGO COUNTY PRECINCT NO 1

FOR

Construction Material Testing

All Precinct No 1 Projects

GRID

	L & G Laboratory	**Millenium Engineering**	**Earth Co LLC**
Evaluator No 1	**97**	**94**	**84**
Total Score	**97**	**94**	**84**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

Commissioners Court agenda: July 21, 2009

AI-16536 **22.B.2.**

Pct. #1-Change Order #1-Closner Construction Co., LLC-C-08-320B-03-03

CC REGULAR

Date:	07/21/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Requesting approval of Change Order #1 (net increase) in the amount of $ 4,781.90 in connection with the "Culvert Crossing & Drainage Improvements Project" (Mile 13 North & Mile 6 West) from contracted vendor, Closner Construction Co., LLC (C-08-320B-03-03) and as recommended by project engineer, Dos Logistics Inc., with authority for County Judge or Court member to execute document.

BACKGROUND

Change Order #1-Closner Construciton Co., LLC

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-055-0-733

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

BUDGETARY IMPACT:

Amount available in PO #619358 $250,224.85 as of 7/17/09 for CLOSNER CONSTRUCTION CO. Change Order #1 funds pending (AI 15622) in the amount of $4,781.90.

Attachments

Link: Changer Order #1-Closner Construction Co., LLC

Link: Contract No. C-08-320B-03-03

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 11:29 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:31 AM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 10:11 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 10:45 AM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Letty Saenz Started On: 07/15/2009 02:54 PM

Final Approval Date: 07/17/2009

DOS LOGISTICS, INC.

Corporate Office

July 14, 2009

Mr. Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596

Re: ***Hidalgo County Precinct # 1***
"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"
Change Order # 1

Mr. Montez

Please find attached Change Order #1 for reference project, for your review and approval.

Should you need additional information or have any questions please call.

Sincerely,

Jose G. Reyes, P.E.
Project Manager

9-1339-431-00-121-055-0-733
PO 619358

212 W. 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194
www.doslogistics.com

CHANGE ORDER NUMBER ONE (1)

PROJECT: "CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

DATE OF ISSUANCE: June 29, 2009 **EFFECTIVE DATE:**

OWNER: Hidalgo County Precinct # 1
OWNER's Contract No.: Bid No. 2008-3208-11-12-LRM

CONTRACTOR: Closner Construction Co., LLC **ENGINEER:** DOS LOGISTICS INC.

You are directed to make the following changes in the Contract Documents.

Description:

1. Deducted quantities for Item A7 Gravel Bedding
2. Deducted quantities for Item A8 Cement Stabilized Sand
3. Deducted quantities for Item B12 Silt Fence for Storm Water Pollution Prevention
4. Deducted quantities for Item B10 24" Flap Gate Valve
5. Added quantities for Item A1 Flexbase (New)(TY D GR3)
6. Added quantities for Item B19 Metal Beam Fence
7. Added quantities for Item B11 30" Flap Gate Valve
8. Added quantities for Lime

Reason for Change Order:

1. As per field adjustments
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 453,229.00	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 453,229.00	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net increase of this Change Order $ 4,781.90	Net increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 458,010.90 — Net % increase (decrease) from original contract price: 1.10 %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:
By: [signature]
Engineer (Authorized Signature)
Date JUL. 14. 2009

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: [signature]
Contractor (Authorized Signature)
Date: 7-14-09

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 1
CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST
BID NUMBER: 2008-320B-11-12-LRM

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Revised Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	(905) ROADWAY								
A1	1326	178.00	CY	7" Flex Base (New)(TYD GR3)	$ 23.15	$ 23.15	$ 30,696.90	(26,576.20)	4,120.70
A7	300	-85.00	CY	Gravel Bedding	$ 36.00	$ 36.00	$ 10,800.00	(13,860.00)	(3,060.00)
A8	596	-296.00	CY	Cement Stabilized Sand	$ 48.00	$ 48.00	$ 28,608.00	(42,816.00)	(14,208.00)
	0	6,821.00	SY	Lime for Caliche		$ 2.70	$ -		18,416.70
				Total Roadway :			**$ 70,104.90**	**$ (83,252.20)**	**$ 5,269.40**
	(906) DRAINAGE								
B10	2	-2	EA	24" Flap Gate Valve	$ 2,300.00	$ 2,300.00	$ 4,600.00	(9,200.00)	(4,600.00)
B11	1	2	EA	30" Flap Gate Valve	$ 2,900.00	$ 2,900.00	$ 2,900.00	2,900.00	5,800.00
B12	4240	-3,390	LF	Silt Fence for Storm Water Pollution Prevention	$ 2.50	$ 2.50	$ 10,600.00	(19,075.00)	(8,475.00)
B19	300	181	LF	Metal Beam Guard Fence	$ 37.50	$ 37.50	$ 11,250.00	(4,462.50)	6,787.50
				Total Drainage :			**$ 29,350.00**	**$ (29,837.50)**	**$ (487.50)**
				TOTAL BASE AMOUNTS:			**$ 99,454.90**	**$ (113,089.70)**	**$ 4,781.90**

Leticia Saenz

From: noe.montez [noe.montez@co.hidalgo.tx.us]
Sent: Wednesday, July 15, 2009 11:13 AM
To: ivan.cantu@co.hidalgo.tx.us; 'Leticia Saenz'
Subject: Change Order Closner 13 N. & 6 W..pdf - Adobe Reader
Attachments: Change Order Closner 13 N. & 6 W..pdf

Letty: here is the change order for Closner Equipment po 619358 mi 13 n and mi 6 w..Please place on next cc meeting for approval of change order. Account 9-1339-431-00-121-055-0-733. Ivan will help us appropriate the amount of $4,781.90 on the next cc meeting also.

Ivan : see attached for your record

B. Pct. 1

1. **Presentation for consideration, discussion, and approval of Work Authorization No. 5 in the amount of $ 770,000.00 with DOS LAND SURVEYING, LLC. to provide surveying services in connection with Contract No. C-08-225-09-09 "ON-CALL VARIOUS ROAD and BRIDGE and CIP. Projects" for (Complete Survey Services for Approximately 20 Miles of Drainage Ditch) within Hidalgo County Precinct No. 1.**

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

2. **Presentation for discussion, consideration, acceptance and approval of a the final contracts (subject to legal review and approval as to form) with Closner Construction for Bid No. 2008-320B-11-12-LRM- "Culvert Crossing & Drainage Improvements Project-Mile13 North & Mile 6 West" - Precinct No. 1, (as awarded by CC on 01/20/09).**

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

C. Pct 2

1. **Requesting approval of Supplemental Agreement No. 3 to Work Authorization No. 9 for current contract with R. Gutierrez Engineering for the South Tower Park to reflect a $950.00 increase to the total project estimated cost, bringing the total estimated project cost to $80,912.00 C-06-251-08-15**

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

2. **Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 3 (with a proposed fee of $11,020.00) for "Construction Materials Testing and Engineering Services for Tower Rd Drainage Improvements" with Millennium Engineers Group, to provide engineer services to Hidalgo County Precinct No. 2. C-08-316-10-28**

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

3. **A. Presentation for consideration, discussion, acceptance, and approval of Work Authorization No. 7 in the estimated amount of $6,000.00 for the "Construction of the Red Barn Subdivision Project" with R. Gutierrez Engineering to provide engineering services to Hidalgo County Precinct No. 2 through Contract No. C08-381-09-16.**

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

AI-14275 **37.C.0.**

Approval Of Final Contracts For Bid No: 2008-320B-11-12-LRM-Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West

CC REGULAR

Date:	03/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of a the final contracts (subject to legal review and approval) for "Bid No. 2008-320B-11-12-LRM-Culvert Crossing & Drainage Improvements Project-Mile 13 North & Mile 6 West"-Precinct No. 1, previously approved by CC on 01/20/09.

BACKGROUND

Full Schematic Contracts W/Plans have been forwarded to legal counsel for review and approval as of 02/24/09. Item placed on agenda as per request from Precinct No. 1.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1201-431-00-121-005-0-733

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

BUDGETARY IMPACT:

Attachments

Link: CONTRACT DOCUMENTATION

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status
	(Originator)	Vangie Garcia 02/25/2009 05:31 PM	CREATED
1	Purchasing Department		NEW
2	Budget & Management		
3	Auditor's Office		

Form Started By: Vangie Garcia Started On: 02/25/2009 05:31 PM

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT

This Agreement, entered into this 20TH day of JANUARY, 2009 by and between Hidalgo County (hereinafter called the "OWNER," and, CLOSNER CONSTRUCTION CO. LC. (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

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

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

Hereinafter called the project, for the sum of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE Dollars and ZERO Cents ($453,229.00) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by DOS LOGISTICS INC., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 60 consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $ 200.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISSIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: Jaime Closner President
Name of Firm: Closner Construction Co. LC

Address: 2809 W EXP 83
LA Feria TX 78559
Fed I.D. #/SS #: 74-2917386

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 9 day of February, 2009, by Jaime Closner (Title) Of and on behalf of Closner Construction Co LC (A corporation)

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2010

Anel Rodriguez
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

Juan D. Salinas III, County Judge

BID FORM

2008-320B-11-12-LRM

"CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

ROADWAY IMPROVEMENTS

Item No.	Est Quantity	Unit	Item Description	Unit Bid Price In Words	Unit Price In Figures	Total Extension In Figures
A1	1326	CY	7" Flexible Base (New) (TY D GR 3)	twenty three Dollars fifteen Cents	$ 23.15	$ 30,696.90
A2	6821	SY	6" Lime Treated Subgrade (6% Lime)	five Dollars Seventy five Cents	$ 5.75	$ 39,220.75
A3	934	CY	Salvage Caliche	one Dollars fifty Cents	$ 1.50	$ 1,401.00
A4	1895	SY	Hydromulch Seeding	two Dollars fifty Cents	$ 2.50	$ 4,737.50
A5	3	EA	Signs	four Hundred twenty five Dollars Zero Cents	$ 425.00	$ 1,275.00
A6	1	LS	Traffic Control	three thousand Seven Hundred Dollars Zero Cents Cents	3,700.00	3,700.00
A7	300	CY	Gavel Bedding	thirty Six Dollars Zero Cents	$ 36.00	$ 10,800.00
A8	596	CY	Cement Stabilized Sand	forty Eight Dollars Zero Cents Cents	48.00	28,608.00
A9	1478	CY	Select Backfill	eleven Dollars forty five Cents	11.45	16,923.10

Roadway Subtotal	$ 137,362.25

STORM WATER IMPROVEMENTS

B1	142	LF	30" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred twelve Dollars Eighty five Cents	$ 112.85	$ 16,024.70
B2	70	LF	36" Polymer Coated Corrugated Metal Pipe (M246)	One Hundred thirty five Dollars twenty two Cents	$ 135.22	$ 9,465.40
B3	126	LF	60" Polymer Coated Corrugated Metal (M246)	two Hundred eight Dollars fifteen Cents	$ 208.15	$ 26,226.90
B4	826	LF	24" A.D.S. Pipe	thirty three Dollars zero Cents	33.00	27,258.00
B5	47	LF	30" A.D.S. Pipe	forty five Dollars twenty five Cents	$ 45.25	$ 2,126.75
B6	10	LF	18" R.C.P.	twenty nine Dollars zero Cents	$ 29.00	$ 290.00
B7	7	EA	2'x3' Road & Hwy. Structure	One thousand Seven Dollars Hundred fifty dollars zero Cents	$ 1,750.00	$ 12,250.00
B8	3	EA	Concrete Headwall (24")	Nine Hundred Seventy five Dollars zero Cents	$ 975.00	$ 2,925.00
B9	1	EA	Concrete Collar (18")	Six Hundred twenty five Dollars zero Cents	$ 625.00	$ 62500
B10	2	EA	24" Flap Gate Valve	two thousand three Hundred Dollars zero Cents	$ 2,300.00 ea	$ 4,600.00 ea
B11	1	EA	30" Flap Gate Valve	two thousand nine Hundred Dollars zero Cents	2,900.00	$ 2,900.00
B12	4240	LF	Silt Fence for Storm Water Pollution Prevention	two Dollars fifty Cents	$ 2.50	$ 10,600.00
B13	325	CY	Conc. Rip-Rap Slope Protection	three Hundred Dollars zero Cents	$ 300.00	$ 97,500.00
B14	1	LS	Trench Safety for Stormwater	ten thousand Dollars zero Cents	$ 10,000.00	$ 10,000.00
B15	900	LF	Channel Excavation for Regrading Ditch	thirty five Dollars zero Cents	$ 35.00	$ 31,500.00
B16	200	LF	RCP Demo & Removal	fifteen Dollars zero Cents	$ 15.00	$ 3,000.00
B17	575	LF	Exist. Fence Removal	six Dollars zero Cents	$ 6.00	$ 3,450.00
B18	75	LF	Exist. Fence Remove/Replace	twenty five Dollars zero Cents	$ 25.00	$ 1,875.00
B19	300	LF	Metal Beam Guard Fence	thirty seven Dollars fifty Cents	$ 37.50	$ 11,250.00

B20	1	LS	Bypass System	twenty thousand Dollars Zero Cents	$ 20,000.00	$ 20,000.00
B21	2200	LF	Ditch Clearing	ten Dollars Zero Cents	$ 10.00	$ 22,000.00

Drainage Subtotal	$ 315,866.75

Bid Total	$453,229.00

BIDDER/COMPANY NAME: Closner Construction Co LC

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Albert Closner

TITLE: Chief of Operations

CONTINUATION OF BID PAGE

The undersigned **Bidder** agrees to commence work after written notice to commence work and to substantially complete the work on which he has bid 60 calendar days as provided in Article 18 of the General Conditions of the Agreement.

Enclosed with this Proposal is a Cashier's check or Certified Check for _____ Dollars (_____) or a Bid Bond in the Sum of 5% TAB _____ Dollars (_____), which is agreed shall be collected and retained by the **Owner** under the conditions hereof within ten (10) days after the date this proposals is accepted; then otherwise the said bond or check shall be returned to the undersigned upon demand.

Receipts of the following Addenda on these dates shown is acknowledged:

	DATE	ACKNOWLEDGE		DATE	ACKNOWLEDGE
#1	12-8-08	Anel Rodriguez	#2	12-9-2008	Anel Rodriguez
#3	12-16-2008	Anel Rodriguez	#4	_____	_____

Respectfully submitted.

Closner Construction Co.
Name of Firm

By: _____ 12/16/08
Signature Date

President
Title

THIS PROPOSAL MUST BE SIGNED BY AN OFFICER OF REPRESENTATIVE DULY AUTHORIZED BY THE BIDDER.

2809 W. Expressway 83
Address

Laferia, Tx 78559

956-797-0785
Telephone Number

(Seal, if Bid is by a Corporation)

Attest: _____

Insurors Indemnity Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

Bond No. 812659

THAT we, CLOSNER CONSTRUCTION CO., LC, as Principal, hereinafter called the Principal, and INSURORS INDEMNITY COMPANY, Waco, Texas, as Surety, hereinafter called the Surety, are held and firmly bound unto HIDALGO COUNTY PCT #1, as Obligee, hereinafter called the Obligee, in the amount of 5 % of the amount of this bid not to exceed FIVE PERCENT GREATEST AMOUNT BID Dollars ($5% G.A.B.), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the principal has submitted a bid for CULVERT CROSSING & DRAIN IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

NOW, THEREFORE, If the contract be timely awarded to the Principal and the Principal shall within such time as specified in the bid, enter into a contract in writing and give bond with good and sufficient surety, or, in the event of the failure of the Principal to enter into such Contract and give such bond or bonds; if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect

PROVIDED, HOWEVER, neither Principal nor Surety shall be bound hereunder unless Obligee prior to execution of the final contract shall furnish evidence of financing in a manner and form acceptable to Principal and Surety that financing has been firmly committed to cover the entire cost of the project.

SIGNED, SEALED AND DATED this 17TH day of DECEMBER, 2008.

Principal:
CLOSNER CONSTRUCTION CO., LC

By: _____ (Seal)
(title)

Surety:
INSURORS INDEMNITY COMPANY

By: _____ (Seal)
Attorney-in-Fact

Insurors Indemnity Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:
You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:
Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:
This notice is for information only and does not become a part or condition of the attached document and is given to comply with Section 2253.021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Para obtener informacion o para someter una queja:
Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:
Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:
Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

Insurors Indemnity Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

TEXAS STATUTORY PAYMENT BOND
(PUBLIC WORKS)

KNOW ALL PERSONS BY THESE PRESENTS:

Bond Number: 813114

THAT CLOSNER CONSTRUCTION CO., LC (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto HIDALGO COUNTY(hereinafter called the Obligee), in the amount of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE AND NO/100 Dollars ($453,229.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain contract with the Obligee, dated the 20TH day of JANUARY, 2009, for the construction of CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION IS SUCH, that if the said Principal shall pay all claimants supplying labor and material to him or a subcontractor in the prosecution of the work provide for in said contract, then, this obligation shall be null and void; otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that the Surety's address for giving notice in compliance with section 2253.041 *et seq.* of the Texas Government Code is:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-6683;

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710.

SIGNED, SEALED AND DATED this 23RD day of FEBRUARY, 2009.

PRINCIPAL: CLOSNER CONSTRUCTION CO. LC

By: _____ (Seal)
(title)

APPROVED AS TO FORM:

By: _____
Obligee

INSURORS INDEMNITY COMPANY

By: _____ (Seal)
Attorney-in-Fact

Insurors Indemnity Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

IMPORTANT NOTICE - AVISO IMPORTANTE

To obtain information or make a complaint:

You may call Insurors Indemnity Company's toll-free telephone number for information or to make a complaint at:

1-800-933-7444

You may also write to Insurors Indemnity Company at:

P.O. Box 2683
Waco, TX 76702-2683
Or
225 South Fifth Street
Waco, TX 76701

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim, you should contact the agent or the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document and is given to comply with Section 2253.021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de Insurors Indemnity Company's para informacion o para someter una queja al

1-800-933-7444

Usted tanbien puede escribir a Insurors Indemnity Company:

P.O. Box 2683
Waco, TX 76702-2683
O
225 South Fifth Street
Waco, TX 76701

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

Web: http://www.tdi.state.tx.us

E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concemiente a su prima o a un reclamo, debe comunicarse con el agente o la compania primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto y esta dado para acatar con Section 2253.021 Government Code y Section 53.202, Property Code efectivo, Septiembre 1, 2001.

Insurors Indemnity Company

P.O. Box 2683 • 225 South Fifth Street • Waco, TX 76702-2683
www.insurorsindemnity.com • 254-759-3702 • Fax 254-755-6399

TEXAS STATUTORY PERFORMANCE BOND
(PUBLIC WORKS)

Bond Number: 813114

KNOW ALL MEN BY THESE PRESENTS:

THAT, CLOSNER CONSTRUCTION CO., LC, (hereinafter called the Principal), as Principal, and INSURORS INDEMNITY COMPANY, a corporation organized and existing under the laws of the State of Texas, licensed to do business in the State of Texas and admitted to write bonds, as surety, (hereinafter called the Surety), with its principal place of business in the City of Waco, Texas, are held and firmly bound unto the HIDALGO COUNTY (hereinafter called the Obligee), in the amount of FOUR HUNDRED FIFTY THREE THOUSAND TWO HUNDRED TWENTY NINE AND NO/100 Dollars ($453,229.00) for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain Contract with the Obligee, dated the 20TH day of JANUARY, 2009, for the construction of CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall faithfully perform the work in accordance with the Contract and the Contract Documents, including the plans and specifications, then this obligation shall be null and void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that this bond is executed pursuant to the provisions of Chapter 2253 of the Texas Government Code as amended and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of said Chapter to the same extent as if it were copied at length herein.

PROVIDED FURTHER, that this bond is conditioned upon the Obligee having fully and completely discharged its obligations under the Contract, and the Contract Documents, including, but not limited, to having paid the Principal in strict accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that in order to invoke the Surety's obligations to the Obligee, the Obligee shall have defaulted and terminated the Principal in accordance with the Contract and the Contract Documents and shall have mailed notice to the Surety, within seven (7) days of the default and termination of the Principal, at:

Insurors Indemnity Company
P.O. Box 2683
Waco, TX 76702-2683

Or

Insurors Indemnity Company
225 South Fifth Street
Waco, TX 76710

of said default and termination; and

PROVIDED FURTHER, that the Surety shall have Twenty (20) businesses days, not including the date of receipt, after the receipt of the notice of default and termination to review the default and termination of the Principal to decide whether it will:

1) Proceed to arrange for completion of the work by either:

   A) Taking over the work; or
   B) Financing the Principal; or
   C) Tendering a replacement contractor to the Obligee and paying the difference between the replacement contractor's contract price and the remaining contract funds to the Obligee; or
   D) Arranging for the completion of the work in some other manner; or

2) Deny liability and coverage under this bond; and

PROVIDED FURTHER, that the Obligee, in the event of a default and termination of the Principal, shall:

1) Fully cooperate in the Surety's review of the default and termination by providing a copy of all the Contract Documents and all other documents requested by the Surety;

2) Allow the Surety or the Surety's representatives full and complete access to the construction site; and

3) In the event the Surety takes over the work, finances the Principal, or arranges for the completion of the work by paying to the Surety, or as the Surety may designate, the unpaid Contract proceeds in accordance with the terms and conditions of the Contract; and

PROVIDED FURTHER, that any payments by the Surety shall reduce the penal sum of this bond to the extent that the Obligee does not reimburse the Surety by paying to the Surety the remaining Contract balances; and

PROVIDED FURTHER, that the Surety is NOT bound by any arbitration term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that the Surety is NOT bound by any indemnification term, condition, clause or provision imposed by the underlying Contract or Contract Documents; and

PROVIDED FURTHER, that this bond is NOT a substitute for and is NOT meant to, or intended to, supplement the insurance required to be furnished by the Principal in accordance with the Contract and the Contract Documents; and

PROVIDED FURTHER, that this bond does not provide coverage for and the Surety shall not be liable for molds, living or dead fungi, bacteria, allergins, histamines, spores, hyphae, mycrotoxins, toxins, viruses, or their related parts, nor the remediation thereof, nor the consequences or the results of their occurrence, existence, or appearance, whether or not they were caused by Principal's actions or inactions; and

PROVIDED FURTHER, that this bond does not provide coverage for, and the surety shall not be liable for, losses caused by acts of terrorism, riot, civil insurrection, or acts of war; and

PROVIDED FURTHER, that in any lawsuit involving this bond the prevailing party shall be awarded its attorney fees.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument this 23RD day of FEBRUARY, 2009.

APPROVED AS TO FORM:

By:_____ Obligee (Seal)

PRINCIPAL: CLOSNER CONSTRUCTION CO., L.C.

(Seal)

By: _____

(title)

INSURORS INDEMNITY COMPANY

(Seal)

By: _____

Attorney-in-Fact

Insurors

POWER OF ATTORNEY

P.A. NO. 812659

KNOW ALL MEN BY THESE PRESENTS:

Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Texas

$750,000

17th December 2008

12-31-2010

POWER OF ATTORNEY

P.A NO. 813114

Robert Garza, Robert R. Garza, Richard Garza, Jennifer L. Garza, Mary Martinez, Laura Ledesma of the City of Mercedes, State of Tex

$750,000

SEAL

SHERRI BARDEN
Notary Public
STATE OF TEXAS
My Commission
Expires 05/27/2009

This Power of Attorney expires **12-31-2011**

SEAL

23rd day of **February** **2009**.

Tammy Fieperman, Secretary

NOTICE: YOU HAVE ANY QUESTIONS REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY CALL 800-933-7444 OR WRITE TO US AT P.O. BOX 2683, WACO, TX 76702-2683

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of Texas

County of Hidalgo

Jaime A. Cloonen, being first duly sworn, deposes and says that:

(1) He is President, of Cloonen Construction the Bidder that has submitted the attached Bid;

(2) He is fully informed respecting the preparation and contents of this attached bid and of all pertinent circumstances respecting such bid;

(3) Such bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representative:, employees or parties in interest, including this affiant, has in any way colluded, conspired a collusive or sham Bid in connection with the Contract for which the attaché Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication of conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Owner or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp Nov 10, 2010

(Signed) _____

President
(Title)

Subscribed and sworn to before me on this 15th
Day of December, 2008

Anel Rodriguez
Notary Public

Title

AI-16510 **22.B.3.**

Pct. 1-Corrected Attachment "B"-WA#3 & Inv.# 01.08M17-DLS-C-08-225-09-09 CC REGULAR

Date:	07/21/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Requesting approval to CORRECT Attachment "B" Payment/Fee Schedule and Invoice No. 01.08M17 to reflect (Mile 17 ½ North Rd. & Mile 6 West) & (Mile 14 North & Mile 14 North Road at FM 88) as reflected in page 1 of WA#3, Part I. Scope of Work with Dos Land Surveying, LLC under contract no. C-08-225-09-09 for surveying services within Hidalgo County Precinct No. 1 and as (approved by CC on 11/25/08).

BACKGROUND

Corrected Attachment "B" Payment/Fee Schedule by DLS.
Work Authorization #3-DLS

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-0XX-0-733

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

BUDGETARY IMPACT:

Amount available in PO # 623123 $13,900.00 for Program 065 as of 7/16/09 for Dos Land Surveying.

Amount available in PO # 623124 $5,240.00 for Program 067 as of 7/16/09 for Dos Land Surveying.

Attachments

Link: Corrected-Attachment B-DLS

Link: Corrected Inv.#01.08M17

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/15/2009 12:24 PM	APRV
2	Budget & Management	Erika Zamora	07/15/2009 03:47 PM	APRV
3	Erika Zamora	Erika Zamora	07/16/2009 12:00 PM	APRV
4	Ivan Cantu	Ivan Cantu	07/16/2009 02:56 PM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Letty Saenz Started On: 07/14/2009 04:49 PM

Final Approval Date: 07/17/2009

CORRECTED
ATTACHMENT "B"
Payment / Fee Schedule

A. Mile 17 ½ North Rd. & Mile 6 West

Topographical and ROW survey on Mile 17 ½ North Road for approximately 0.8 miles
Topographical and ROW survey on Mile 6 West Road for approximately 0.25 miles north and o.25
Mile South of the intersection with 17 ½ North
Topographical and ROW survey on side roads off of mile 17 ½ for a total of approximately 1.5 miles

Total : $13,900.00

B. Mile 14 North & Mile 14 North Road at FM 88

Topographical and ROW survey on Mile 14 North & Mile North Road at FM 88 for approximately 0.25 miles

Total : $5,240.00

Leticia Saenz

From: Tina Buchanan [tinabuchanan@doslandsurveying.com]
Sent: Tuesday, July 14, 2009 2:04 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: ericybarra@doslandsurveying.com
Subject: FW:
Attachments: WA 3 ATTACHMENT B (Corrected).doc

Leticia,

As per our conversation attached is the Corrected Attachment B for Work Authorization # 3 please review should you have any question let me know.

Thanks

Tina Buchanan
Dos Land Surveying
212 W, 3rd Street
Weslaco, Texas 78596

DLS
Dos Land Surveying

DATE:
July 15, 2009

INVOICE # 01.08M17

Bill To:
Hidalgo Co. Pct. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

Attention: Accounts Payable

PO Number: 623123

DESCRIPTION	CONTRACT AMOUNT	PAID TO DATE	CURRENT AMOUNT DUE	REMAINING BALANCE
Mile 17 1/2 North Rd. & Mile 6 West Mile 14 North & Mile 14 North Road at FM 88				
Professional Services Survey and Topography				
Mile 17 1/2 North Rd. & Mile 6 West Surveying Services	$13,900.00		$13,900.00	$0.00
Mile 14 North & Mile 14 North Road at FM 88 Surveying Services	$5,240.00			$5,240.00
TOTAL	**$19,140.00**	**$0.00**		**$5,240.00**
		TOTAL DUE	**$13,900.00**	

Please remit to:
Dos Land Surveying P.O. Box 1300 Donna, TX. 78537

AI-16539 **22.B.4.**

Professional Svcs-Surveying Services for New Air Burner Site Property an Ext of Sunrise Hill Collection Site

CC REGULAR

Date:	07/21/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

a. Requesting exemption from compettive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service (Surveying) Services.

b. Presentation of scoring grid (for the purposes of ranking of CC) of the firms graded and evulated through the County's approved pool for the provision of Surveying Services in connection with the New Air Burner Site Property in Precinct No 1.

1._____ 2._____
3._____

c. Authority for the Purchasing Department to negotiate a professional Surveying Services contract with No 1 ranked firm of _____ for the provision of professional services for the project identified and detailed above and herein.

BACKGROUND

See scoring grid

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Available funds as of 7/17/09 $29,080.53.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-731

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

BUDGETARY IMPACT:

Available funds as of 7/17/09 $8,815.73.

Attachments

Link: Surveying Svcs Pool

Link: Expansion Surveying Svcs

Link: Grid-Surveying Svcs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:50 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:25 PM	APRV
3	Erika Zamora	Erika Zamora	07/17/2009 11:23 AM	APRV
4	Ivan Cantu	Ivan Cantu	07/17/2009 01:19 PM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Darlene Betancourt

Started On: 07/15/2009 03:07 PM

Final Approval Date: 07/17/2009

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 EXTENDED TO JANUARY 28, 2009	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: REAL ESTATE SURVEYORS

RFQ NO: 2009-030-01-14

(PRE-QUALIFIED ROSTER EFFECTIVE 02-09-09 THROUGH 02-09-2010)

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM 1
#01	GUZMAN & MUNOZ ENGINEERING AND SURVEYING, INC. McALLEN, TX	√	√
#02	SAM ENGINEERING & SURVEYING, INC PHARR, TX	√	√
#03	J.E. SAENZ & ASSOCIATES, INC. EDINBURG, TX	√	√
#04	TEDSI INFRASTRUCTURE GROUP MISSION, TX	√	√
#05	DLS (DOS LAND SURVEYING) DONNA, TX	√	√
#06	R. GUTIERREZ ENGINEERING CORP. PHARR, TX	√	√
#07	SALINAS ENGINEERING & ASSOC. McALLEN, TX	√	
#08	MILLENNIUM ENGINEERS GROUP, INC. EDINBURG, TX	√	√

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: JANUARY 14, 2009 EXTENDED TO JANUARY 28, 2009	**RFQ ACCEPTANCE TIME: 9:30 A.M.**

DESCRIPTION OF RFQ: REAL ESTATE SURVEYORS

RFQ NO: 2009-030-01-14
(PRE-QUALIFIED ROSTER EFFECTIVE 02-09-09 THROUGH 02-09-2010)

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS	ADDENDUM 1
#09	RODRIGUEZ ENGINEERING EDINBURG, TX	√	√
#10	R.E. GARCIA & ASSOCIATES EDINBURG, TX	√	√
#11	RIO DELTA SURVEYING MONTE ALTO, TX	√	√
#12	CVQ LAND SURVEYORS, LLC. McALLEN, TX	√	√
#13	QUINTANILLA, HEADLEY & ASSOC. INC. EDINBURG, TX	√	√
#14	HINOJOSA ENGINEERING, INC. MISSION, TX	√	√
#15	MELDEN & HUNT, INC. EDINBURG, TX	√	
#16	DANNEMBAUM ENGINEERING COMPANY McALLEN, TX	√	√

HIDALGO COUNTY
RFQ ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

RFQ ACCEPTANCE DATE: MARCH 11, 2009	RFQ ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF RFQ: EXPANSION OF REAL ESTATE SURVEYORS

RFQ NO: 2009-100-03-11

(PRE-QUALIFIED ROSTER EFFECTIVE 03/24/09 THROUGH 02-09-2010)

RFQ#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF STATEMENT OF QUALIFICATIONS
#01	HALFF 5000 W. MILITARY, SUITE 100 MCALLEN, TX 78503 (956) 664-0286 halff.com	√
#02	RODS SURVEYING, INC. 5201 8 ½ MILE LINE ROAD EDINBURG, TX 78541 (956) 583-8050 ddavis@rods.cc	√
#03		
#04		
#05		
#06		
#07		

HIDALGO COUNTY PRECINCT NO 1

FOR

Professional Surveying Services
New Air Burner Property
An Extension of Sunrise Hill Collection Site

GRID

	Rodriguez Engineering	**J E Saenz**	**Rio Delta Surveying**
Evaluator No 1	**95**	**94**	**91**
Total Score	**95**	**94**	**91**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No 1 Staff

Commissioners Court agenda: July 21, 2009

AI-16556 **22.C.1.**

Approval of -South Tower CRC/Park Pending Construction Items -Architect's Supplemental Instructions (2008-403)

CC REGULAR

Date:	07/21/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

Acceptance and approval of Architect's Supplemental Instruction (AIA G410) to CAS Companies current contractor for this project to provide additional construction (remove temporary safety fence and install two light poles with two lights on each pole, and install electrical circuits with a timer to the basketball court lighting) for : Hidalgo County Precinct No. 2 -South Tower CRC/Park Pending Construction Items project in the amount of $18,000.00 with no impact to total Contract Sum or Contract Time.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1212-452-00-122-008-0-720/739

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

BUDGETARY IMPACT:

There is no budgetary impact. The work is all taken care of through allowances. Reference:PO#614127

Attachments

Link: Supplmental No. 1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2009 11:13 AM	APRV
2	Budget & Management	Erika Zamora	07/17/2009 11:26 AM	APRV
3	Roland Garcia	Rolando Garcia	07/17/2009 04:30 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Moises Salazar Started On: 07/15/2009 05:40 PM

Final Approval Date: 07/17/2009

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
South Tower CRC/Park Pending Construction Items for Hidalgo County Pct. 2, Alamo, Tx

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

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba VÂ·A Architecture, 2029 Industrial Drive, McAllen, Texas 78504

TO CONTRACTOR *(Name and address)*:
CAS Companies, 111 Brand Lane, Ste. 400, Stafford, Tx 77477

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 001

DATE OF ISSUANCE: 7/8/09

CONTRACT FOR: PO 614617

CONTRACT DATE: PO Date 12/10/08

ARCHITECT'S PROJECT NUMBER: 07-1004A

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☒
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

PROVIDE ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE FOLLOWING:
1. Install and remove a temporary safety fence $2,603.74

2. Install (2) light poles with (2) 250 watt lights on each pole located on each side of the basketball court. Install the required electrical circuits with a timer of the basketball court lighting $15,396.26

TOTAL$18,000.00

ORIGINAL ALLOWANCE/ CONTINGENCY AMT		NET CHANGE TO AMT BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	DECREASE OF AMT BY THIS ASI	NEW BALANCE
Betterment	($10,000.00)	$0.00	($10,000.00)	$10,000.00	$0.00
HVAC	($2,000.00)	$0.00	$2,000.00)	$2,000.00	$0.00
Plumbing	($2,000.00)	$0.00	($2,000.00)	$2,000.00	$0.00
Electrical	($2,000.00)	$0.00	($2,000.00)	$2,000.00	$0.00
Structural	(2,000.00)	$0.00	($2,000.00)	$2,000.00	$0.00
TOTALS	($18,000.00)	$0.00	($18,000.00)	$18,000.00	$0.00

ATTACHMENTS:
(Here insert listing of documents that support description.)

Proposal from CAS Companies dated 7/8/09 (2 pp) and Scope of Work dated 07/01/09 (3 pp)

AIA Document G710™ – 1992. Copyright © 1979 and 1992 by The American Institute of Architects. **All rights reserved.** WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. This document was produced by AIA software at 15:02:07 on 07/08/2009 under Order No.1000374646_1 which expires on 10/13/2009, and is not for resale.
User Notes:
(1464038520)

ISSUED BY THE ARCHITECT:



(Signature)

Reynaldo Vargas, Architect/President, A.I.A.

(Printed name and title)

AIA Document G710™ – 1992. Copyright © 1979 and 1992 by The American Institute of Architects. **All rights reserved.** **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 15:02:07 on 07/08/2009 under Order No.1000374646_1 which expires on 10/13/2009, and is not for resale.
User Notes:
(1464038520)

July 8, 2009

CAS Companies

Tommy Canul
VA Architecture
2029 Industrial Ave.
McAllen, TX. 78504

v-aarchitecture@att.net

RE: Hidalgo County Pct. 2 CRC/Park
Allowance Proposal
RFP No.: 2009-051-02-09-MSS
CAS Quote # 2008-408ST-06

Dear Mr. Canul,

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the improvements to the Hidalgo County Pct. 2 CRC/Park. We propose to furnish the services specified herein at the prices stated and in accordance with CAS Companies terms and conditions. CAS would like to submit the following proposal for your review and approval. CAS Companies will provide the following Labor and Material to perform the scope of the following work identified by the customer. All work will be performed in accordance with the job specifications as provided by the client to CAS Companies.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 08-032069** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This proposal is inclusive of labor, materials, equipment and insurance.

This proposal and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

1. Install and remove a temporary safety fence. **($2,603.74)**
2. Install (2) light poles with (2) 250 watt lights on each pole located on each side of the basketball court. Install the required electrical circuits with a timer for the basketball court lighting. **($15,396.26)**

The total project price is $ 18,000.00

Pricing is based on standard working hours (Monday thru Friday anytime between the hours of 8:00 am – 5:00 pm).

The total project allowance is $18,000.00

In closing, thank you for the opportunity to bid this project. Pricing valid for 30 days.

Sincerely,

Allan R. Moore

Allan R. Moore

CAS Companies

amoore@caslp.com
361.774.5889 cell
956.216.8200 office
956.216.8069 fax

CAS Companies LP
5402 S. Expressway 83
Harlingen, TX. 78552
Office: 956-216-8200
Fax: 956-216-8069

Trades, Temporary Labor & Materials
(Ref: TIPS)
Contact: Kim Thompson
866.839.8477

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

Client: Hidalgo County So.Tower CRC/Park Pct. 2 - Allowances
Property: 1429 So. Tower
Alamo, TX 78575

Operator Info:
Operator: ALLAN

Estimator: Allan So.Tx. Business: (361) 774-5889

Business: 1708 Santa Ana Avenue
Rancho Viejo, TX 78575

Type of Estimate: Restoration
Date Entered: 3/30/2009 Date Assigned:

Price List: TXMC5B8DTIPS
Restoration/Service/Remodel
Estimate: 408ST-HC-ST-ALLWTIPS
File Number: 2008-408ST-06

ALLOWANCES:

Water supply line for restroom & Lighting for the Basketball Court.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS)** whom Hidalgo County would contract with to perform the work as described in the attached estimate of repair.

This estimate is inclusive of labor, materials, equipment, and insurance.

This estimate and the detailed services are being offered through the Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a qualified, professional contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in a savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

(Ref: TIPS)
Trades, Temporary Labor & Materials

Contact: Kim Thompson (866) 839-8477

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

408ST-HC-ST-ALLWTIPS

Allowances

Allowances

DESCRIPTION	CALC	QNTY
ALLOWANCES: **(in CAS Companies Contract)**		
Betterment - $10,000.00 **HVAC - $2,000.00** **Plumbing - $2,000.00** **Electrical - $2,000.00** **Structural - $2,000.00**		

NOTES:

Temporary Fence

DESCRIPTION	CALC	QNTY
Temporary construction fence installed per instructions from Pct. 2		
21. R&R Temporary fencing	354	354.00 LF
37. General Laborer - per hour	2*8	16.00 HR
38. Commercial supervision - per hour	8	8.00 HR

NOTES:

Basketball lights

CAS Companies

111 Brand Lane
Suite 400
Stafford, TX. 77477
888.599.4747
www.cleanairsolutionstx.com

DESCRIPTION	CALC	QNTY
Installation of basketball court lighting requested by VA Architecture.		
25. Light pole - 30' high - metal	2	2.00 EA
27. Metal Cross Bar - Welded in place	2	2.00 EA
26. Parking lights - metal halide, 250 watt (pole mount)	4	4.00 EA
28. PVC schedule 40 conduit, 1"	580	580.00 LF
29. #10 gauge copper wire - stranded or solid	580*3	1740.00 LF
30. #8 gauge copper wire - stranded or solid	580	580.00 LF
Bond wire		
31. Outlet or switch - ext. mtd. - commercial (weatherproof)	2	2.00 EA
39. General Laborer - per hour	2*8*6	96.00 HR
40. Commercial supervision - per hour	8*4	32.00 HR
41. Insurance fees	1	1.00 LS
Trencher for basketball court electrical line.		
42. Trencher Rental	2	2.00 DA
Per foot charge is for basketball court electrical trench.		
43. Trencheer labor per foot	580	580.00 LF
44. Equipment Operator - per hour	2*8*2	32.00 HR

NOTES:

AI-16569 **22.C.2.**

Supplemental Agreement #2 to WA #10 for LJ Drainage Project

CC REGULAR

Date:	07/21/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 2

Information

CAPTION

Request approval of Supplemental Agreement No. 2 to Work Authorization NO. 10 for 11 additional parcels surveys by and between Hidalgo County and R. Gutierrez Engineering Corporation Contract (#C-08-381-09-16) for L J Drainage Project.

BACKGROUND

PO#620378 for Work Authorization #10 approved on CCM 03/24/2009 AI-14634 with an original estimated fee of $49,000.00. However, original estimated amount of $49,000.00 is incorrect due to a mathematical extension error in the amount of $4,000.00. Thus original WA #10 should have reflected a total of $53,000;

Supplemental No. 1 approved by CC 4-21-09 on did not reflect the correct amount of WA#10 and thus continued to show a new total.

Supplemental #2 will correct the original error and bring the new total to reflect what it should be.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available as of 07/16/2009
9-1339-431-00-122-045-0-719 $14,723.48
9-1339-431-00-122-038-0-711 #64,000.00

Attachments

Link: Supplemental 2 Work Authorization No. 10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/17/2009 11:59 AM	APRV
2	Budget & Management	Erika Zamora	07/17/2009 02:44 PM	APRV
3	Roland Garcia	Rolando Garcia	07/17/2009 04:41 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 07/16/2009 03:26 PM

Final Approval Date: 07/17/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. 2
TO WORK AUTHORIZATION NO. 10
Contract No. C-08-381-09-16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of the Agreement made by and between the HIDALGO COUNTY, acting herein by and through COMMISSIONER'S COURT, hereinafter called the "OWNER," and, R. Gutierrez Engineering Corporation, professional engineers of Pharr, Texas, hereinafter called "ENGINEER".

WHEREAS, OWNER and ENGINEER executed Work Authorization No. 10 to Contract No. C-08-381-09-16, on the 24th day of March 2009, to provide professional engineering and surveying services for Topographic Surveying & Data Collection and Boundary Surveying for use in developing a proposed drainage improvement project, and it has now become necessary to revise the scope of work to include additional services;

WHEREAS, in Work Authorization No. 10, the estimated cost for services under the Work Authorization are not to exceed $49,000.00, and;

WHEREAS, in Supplemental Agreement No. 1, the estimated cost for services under the Work Authorization are not to exceed $85,500.00, and;

WHEREAS, OWNER and ENGINEER executed Supplemental Agreement No. 1 to Work Authorization No. 10 to Contract No. C-08-381-09-16, on the 09th day of April 2009, and it has now become necessary to further revise the scope of services;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OWNER and ENGINEER agree to the following amendment to Work Authorization No. 10 as follows:

1. The estimated cost for services under Work Authorization No. 10 is not to exceed $53,000.00.

2. The estimated cost for services under Work Authorization No. 10 as revised by Supplemental Agreement No. 1 is not to exceed $89,500.00.

3. The scope of services is supplemented by adding the following:
   The ENGINEER will develop additional survey parcels with metes and bounds for the existing Hidalgo County Irrigation District No. 2 easement or right-of-way, as well as new survey parcels and metes and bounds for new right-of-way between Cesar Chavez Road and the Alamo Drain. There is an estimated 11 parcels to be added to the project.

   The Engineer will provide professional engineering and surveying services for a Topographic & Boundary Survey for an approximately 10-acre tract of land located along the LJ Drainage Lateral project between Tower Road and the Alamo Drain.

4. The estimated cost for services under this Work Authorization is not to exceed $112,900.00.

5. Except as amended by this Supplemental Agreement, the remaining provisions of the Agreement are unchanged and shall remain in full force and effect.

IN WITNESS WHEREOF, the ENGINEER and OWNER have caused this Supplemental Agreement to Work Authorization No. 10, for Professional Engineering Services to be executed as of the ____ day of _____ 2009.

R. GUTIERREZ ENGINEERING CORPORATION

BY: _____
Ramiro Gutierrez, P.E., President

HIDALGO COUNTY

BY: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
DIGITAL TERRAIN MODEL & CROSS-SECTIONS (1 Tract)	$1,800
BOUNDARY SURVEY (1 Tract)	$1,800
BOUNDARY SURVEY (Est. 11 Parcels @ $1800 per Parcel)	$19,800
TOTAL (Suveying Services Fee)	**$23,400**

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	$9,500
BOUNDARY SURVEY (Est. 20 Parcels @ $1800 per Parcel)	$32,000
RIGHT-OF-WAY MAP (2.5 MILES)	$7,500
TOTAL (Suveying Services Fee)	**$49,000**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

Topographic
and
Boundary Survey

Estimated Fee
Revised

TASK	COST
Topographic and Boundary Survey Services Fee	
TOPOGRAPHIC SURVEY	$9,500
BOUNDARY SURVEY (Est. 20 Parcels @ $1800 per Parcel)	$36,000
RIGHT-OF-WAY MAP (2.5 MILES)	$7,500
TOTAL (Suveying Services Fee)	**$53,000**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

Topographic
and
Boundary Survey

Estimated Fee

TASK	COST
Topographic and Boundary Survey Services Fee	
DIGITAL TERRAIN MODEL & CROSS-SECTIONS	$9,500
BOUNDARY SURVEY (Est. 15 Parcels @ $1800 per Parcel)	$27,000
TOTAL (Suveying Services Fee)	**$36,500**

Note: Boundary Surveying will be billed for the actual amount of Parcels surveyed at the rate of $1,800 per parcel.

AI-16527 **22.D.1.**

Authority to Purchase Millings from TXDOT

CC REGULAR

Date:	07/21/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

a. Requesting exemption from competitive procurement requirements under Texas Local Government Code, 262.024 (a)(9)(C) surplus personal property sold by ... an agency of the state;

b. Approval to submit bid for purchase of approximately 700 cubic yards of surplus materials, aka, millings offered by the Texas Department of Transportation; if, approved,

c. In the event of award notice to Precinct by TxDOT, requesting issuance of a cashier's, certified check or money order by the County Treasurer in the amount of $7,455.00 (bid price of $7,000.00 plus the 6.5% Purchase Fee of $455.00) as required by TxDOT and subject to a Purchase Order for same no later than ten calendar days from date of award notice from TxDOT.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Available balance as of 7/16/09 is $96,233.94.

Attachments

Link: TXDot Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:50 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:28 AM	APRV
3	Perla Lopez	Perla Lopez	07/17/2009 08:37 AM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Marty Salazar Started On: 07/15/2009 12:26 PM

Final Approval Date: 07/17/2009

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

July 6, 2009

Joe Flores, Precinct 3 Commissioner
Hidalgo County
724 N. Breyfogle
Mission, Texas 78572

RE: Surplus purchase of materials

Dear Commissioner Flores:

The attached form is an Invitation to bid for the purchase of approximately 700 cubic yards for salvaged milling. The fair market price for salvaged millings is $10.00 per cubic yard. Please fill in the bid price and sign; also complete the Exemption certificate. Then return it with a check for the bid amount plus the 6.5% Purchaser Fee to:

Texas Department of Transportation
Pedro R. Alvarez, P.E.
Post Office Box 1717
Pharr, Texas 78577

Upon the approval from, Mario R. Jorge, District Engineer, you can pick up the above-mentioned material.

Sincerely,

Pedro R. Alvarez, P.E.
Director of Maintenance

Attachment

Cc: Raul Lozano, Chief Assistant
Hector Gonzalez, Jr., P.E., Pharr Area Engineer
File

1. BIDDING INSTRUCTIONS

1. Bidders must comply with all rules, regulations and statutes relating to surplus and salvage property disposal in the State of Texas in addition to the requirements of this form.

1.2 Bids should be submitted on this form. Each "Sale Number" must be placed in a separate envelope with bid opening date and sale number annotated immediately below return address.

1.3 Late and/or unsigned bids will not be considered under any circumstances. Late bids will be returned to bidder UNOPENED, if sale number, opening date, and bidder's return address is shown on the envelope.

1.4 Bids SHOULD show full name and mailing address of bidder and MUST be signed in the space provided on the face of this form. Additionally, provide state taxpayer number assigned by the Texas Comptroller of Public Accounts; Federal Employer's Identification number; or for an individual, provide social security number.

1.5 Bids CANNOT be altered or amended after opening time. No bid can be withdrawn after opening time without approval by the Texas Department of Transportation based on acceptable reason in writing.

1.6 Bid prices are requested to be firm for Texas Department of Transportation acceptance for 30 days from bid opening date.

1.7 Bidder is urged to inspect the property to be sold prior to submitting a bid. In no case will failure to inspect constitute grounds for the withdrawal of a bid after opening.

1.8 Bid invitations allow sufficient time for receipt of the preferred mail response. The State offers facsimile (FAX) service as a convenience only. The contact person shown on the face of this form can provide a telephone number for FAX submission of bid. The State shall not be responsible for bids being received late, illegible, incomplete, or otherwise nonresponsive due to failure of electronic equipment or operator error.

2. TERMS AND CONDITIONS OF SALE

2.1 The State reserves the right to accept or reject all or part of any bid and waive minor technicalities.

2.2 Successful bidders will be notified by mail.

2.3 Successful bidders will be required to remit payment to the Texas Department of Transportation **within 10 calendar days** after date of award notice. Payment shall be in the form of a cashier's check, certified check, or money order only. Personal or company checks are not acceptable and will be returned. A fee in the amount of **6.50%** of the bid price will be assessed to the successful bidder (Rule 1 TAC 126.3). At time of payment successful bidders must also pay all applicable sales and use tax or submit a properly executed Texas Comptroller of Public Accounts resale or exemption certificate in the name as shown on bid.

2.4 Successful bidders will be required to remove the items from the premises within 20 calendar days after date of award notice unless otherwise specified in the Invitation for Bids or acceptable reason for extension is provided in writing and accepted by Texas Department of Transportation. Property should be removed during normal working hours, Monday through Friday, 8:00 A.M. to 5:00 P.M.

2.5 Failure to remit payment and remove the items as specified may result in removal from the mailing list.

Form 1401
(Rev 2/2007)
(GSD-EPC)
Page 1 of 4

INVITATION TO BID
TEXAS DEPARTMENT OF TRANSPORTATION
SALE OF SURPLUS/SALVAGE PROPERTY

Location of Item(s) and Person to Contact:
Texas Department of Transportation
Stock pile
SH 107 and Stewart Road
Mission, Texas 78572
Tony Reyna 956-585-5761

SEE REVERSE OF FORM FOR "BIDDING INSTRUCTIONS" AND "TERMS AND CONDITIONS OF SALE"

Mail Sealed Bids to: ▼

Texas Department of Transportation
District Warehouse
Post Office Box 1717
Pharr, Texas 78577

BID OPENING DATE 3:00 P .M. Return Mail

SALE NO.:

▼ IDENTIFICATION NO. (See 1.4 on reverse) ▼

▼ ~~FAILURE~~ TO SIGN BID WILL DISQUALIFY BID ▼

J D Salinas

SIGNATURE **DATE**

▼ NAME AND MAILING ADDRESS OF BIDDER ▼

Hidalgo County
J D Salinas
Post Office Box 1356
Edinburg, Texas 78540

PROPERTY NO.	DESCRIPTION	ITEM NO.	BID PRICE
	ITEMS ARE BEING SOLD 'AS IS', 'WHERE IS', NO WARRANTY EXPRESSED OR IMPLIED. Approximately 700 cubic yards of salvaged millings The bidder is urged to inspect lot before bidding since The State of Texas is unable to make any adjustments after the item(s) has been paid for and removed from the State's premises. District personnel and equipment will not be available to assist in the loading of these item(s). Removal of item(s) must be done during normal working hours 8:00 A.M. through 4:00 P.M. Monday through Friday. Removal will not be allowed Saturday, Sunday or legal holidays.	1.	$7,000.00

Martha Salazar

From: Norma Ceballos [norma.ceballos@co.hidalgo.tx.us]
Sent: Wednesday, July 15, 2009 10:50 AM
To: martha.salazar@co.hidalgo.tx.us

Mrs. Salazar,
The account # 9-1203-431-00-123-005-0-673, for the TxDot bid.

Thanks,

Norma G. Ceballos
Hidalgo County Precinct #3
Office of Commissioner Joe M. Flores
724 N. Breyfogle Rd.
Mission, Texas 78574
(956)585-4509

AI-16542 **22.D.2.**

Requesting Approval of Invoice No. 11323089;11323091;11323092 for L&G Engineering

CC REGULAR

Date:	07/21/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Acceptance, and approval of the following requests for payments as submitted by contracted engineer, L & G Consulting Engineers, Inc.:

a. Invoice #11323089 - $45,907.77 for La Homa Rd. Project-C-08-031-02-12;
b. Invoice #11323091 - $56,592.00 for FM 681 Project (from FM 2221 to SH 107)-C-09-192-06-08;
c. Invoice #11323092 - $22,680.00 for FM 681 Project (from FM 2221 to FM 492)-C-09-192A-06-08

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1336-431-00-123-045-0-731
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Item A.) Obj Code 731 Available funds in P.O. # 600650 as of 7/16/09 is $237,568.00.

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-070-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Item B.) Available funds in P.O. # 625224 as of 7/16/09 is $1,740,612.60.

FISCAL YEAR: 2009 ACCT. #: 9-1315-431-00-123-071-0-841
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
For Item C.) Available funds in P.O. # 625225 as of 7/16/09 is $875,185.40.

Attachments

Link: Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 01:06 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:29 PM	APRV
3	Perla Lopez	Perla Lopez	07/16/2009 04:29 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Rocio Villarreal

Started On: 07/15/2009 03:27 PM

Final Approval Date: 07/17/2009

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323092
INVOICE DATE: 07/02/09

156846
625225

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090502
FM 681 Project
From FM 2221/FM 492:
FM 681 to FM 492

Contract# C-09-192A-06-08 P.O.#625225

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services rendered through July 2, 2009.						
13020-ROW Map/Sub	99,200.00				0.0	99,200.00
15001-Surv.Plans&Des	5,662.68				0.0	5,662.68
15010-Field Srvy/Sub	49,043.00				0.0	49,043.00
16001-Rdwy Design	126,800.00		12,680.00	12,680.00	10.0	114,120.00
16102-Hydraulic Dsgn	20,000.00		2,000.00	2,000.00	10.0	18,000.00
16104-Outfall Dsgn	20,000.00		2,000.00	2,000.00	10.0	18,000.00
16201-Signing	10,000.00				0.0	10,000.00
16202-Pvmt Marking	8,000.00				0.0	8,000.00
16230- Signal/Illum	38,490.57				0.0	38,490.57
16302-Traf Cntrl Pln	15,000.00		2,250.00	2,250.00	15.0	12,750.00
16304-Irrigation	15,000.00				0.0	15,000.00
16306-Qty Specs	15,000.00		1,500.00	1,500.00	10.0	13,500.00
16307-Utilities	15,000.00		2,250.00	2,250.00	15.0	12,750.00
32001-Const. Mgnmt	14,433.96				0.0	14,433.96
60000-Row Acq. Admin	131,672.17				0.0	131,672.17
60100-Title Services	19,200.00				0.0	19,200.00
60200-Appraisal Srv	22,400.00				0.0	22,400.00
60220-Appr Svc/Sub	64,000.00				0.0	64,000.00
60300-Appraisal Rvw	13,600.00				0.0	13,600.00
60330-Appr Rev/Sub	12,000.00				0.0	12,000.00
60400-Parcel Negtion	112,000.00				0.0	112,000.00
60500-Clsng Srvs Fee	6,400.00				0.0	6,400.00
60600-Relocation Srv	24,000.00				0.0	24,000.00
60700-Land	18,283.02				0.0	18,283.02
TOTALS:	875,185.40	0.00	22,680.00	22,680.00	2.6	852,505.40

INVOICE RECEIVED BY
_____ ON 7/6/09
GOODS/SERVICES RECEIVED BY
_____ ON 7/2/09
9-1315-431-00-123_071-0-541

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	875,185.40
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	875,185.40
TOTAL COMPLETED TO DATE	$	22,680.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	22,680.00

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323089
INVOICE DATE: 06/30/09

128644
600650

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

Contract# C-08-031-02-12
PO# 600650

JOB: 080301
La Homa

P.O. Box 607
Mission, TX 78572

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services for the month of June 2009.						
11006-Dsgn Schematic	157,500.00	157,500.00		157,500.00	100.0	
12002-EA Reports	55,000.00	41,250.00		41,250.00	75.0	13,750.00
12003-Public Invmt	25,000.00	25,000.00		25,000.00	100.0	
12020-EA, Report/Sub	20,000.00	9,412.00	8,572.77	17,984.77	89.9	2,015.23
13001-Prelim ROW	10,000.00	9,000.00		9,000.00	90.0	1,000.00
13010-Prelim ROW/Sub	10,000.00	9,000.00		9,000.00	90.0	1,000.00
15001-Design Srvy	26,000.00	23,400.00		23,400.00	90.0	2,600.00
15010-Desgn Srvy/Sub	40,000.00	36,000.00		36,000.00	90.0	4,000.00
16001-Rdwy Design	283,500.00	212,625.00	14,175.00	226,800.00	80.0	56,700.00
16101-Drainage	126,000.00	94,500.00	6,300.00	100,800.00	80.0	25,200.00
16207-Sgn,Pvmt.Markg	24,200.00	14,520.00	3,630.00	18,150.00	75.0	6,050.00
16250-Iso Signal/Sub	30,000.00				0.0	30,000.00
16260-Sign Warr/Sub	5,800.00	5,800.00		5,800.00	100.0	
16302-Traf Cntrl Pln	75,600.00	56,700.00	3,780.00	60,480.00	80.0	15,120.00
16304-Irrigation	31,500.00	20,475.00	3,150.00	23,625.00	75.0	7,875.00
16306-Qty Specs	18,900.00	14,175.00		14,175.00	75.0	4,725.00
16307-Utilities	63,000.00	40,950.00	6,300.00	47,250.00	75.0	15,750.00
16400-Contract Mgmt	31,500.00	23,625.00		23,625.00	75.0	7,875.00
TOTALS:	1,033,500.00	793,932.00	45,907.77	839,839.77	81.3	193,660.23

ORIGINAL CONTRACT SUM	$	1,033,500.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,033,500.00
TOTAL COMPLETED TO DATE	$	839,839.77
LESS PREVIOUS INVOICES	$	793,932.00
CURRENT PAYMENT DUE	$	45,907.77

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
ON 7/8/09

GOODS/SERVICES RECEIVED BY
ON 7/2/09

9-1536-431-00-123-045-0731

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323091
INVOICE DATE: 07/02/09

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
Engineering services rendered through July 2, 2009.						
13002-ROW Map	6,200.00				0.0	6,200.00
13020-ROW Map/Sub	158,100.00				0.0	158,100.00
15001-Surv.Plans&Des	32,526.32				0.0	32,526.32
15010-Field Srvy/Sub	83,321.00				0.0	83,321.00
16001-Rdwy Design	365,920.00		36,592.00	36,592.00	10.0	329,328.00
16102-Hydraulic Dsgn	40,000.00		4,000.00	4,000.00	10.0	36,000.00
16104-Outfall Dsgn	40,000.00		4,000.00	4,000.00	10.0	36,000.00
16201-Signing	20,000.00				0.0	20,000.00
16202-Pvmt Marking	16,000.00				0.0	16,000.00
16230- Signal/Illum	81,509.43				0.0	81,509.43
16302-Traf Cntrl Pln	30,000.00		4,500.00	4,500.00	15.0	25,500.00
16304-Irrigation	30,000.00				0.0	30,000.00
16306-Qty Specs	30,000.00		3,000.00	3,000.00	10.0	27,000.00
16307-Utilities	30,000.00		4,500.00	4,500.00	15.0	25,500.00
32001-Const. Mgnmt	30,566.04				0.0	30,566.04
60000-Row Acq. Admin	246,352.83				0.0	246,352.83
60100-Title Services	31,800.00				0.0	31,800.00
60200-Appraisal Srv	37,100.00				0.0	37,100.00
60220-Appr Svc/Sub	106,000.00				0.0	106,000.00
60300-Appraisal Rvw	22,525.00				0.0	22,525.00
60330-Appr Rev/Sub	19,875.00				0.0	19,875.00
60400-Parcel Negtion	185,500.00				0.0	185,500.00
60500-Clsng Srvs Fee	10,600.00				0.0	10,600.00
60600-Relocation Srv	48,000.00				0.0	48,000.00
60700-Land	38,716.98				0.0	38,716.98
TOTALS:	1,740,612.60	0.00	56,592.00	56,592.00	3.3	1,684,020.60

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11323091
INVOICE DATE: 07/02/09
PAGE: 2

156841
625224

BILL TO: 08
Hidalgo County Pct. #3
P.O. Box 607
Mission, TX 78572

JOB: 090501
FM 681
From FM 2221 to SH 107

Contract# C-09-192-06-08 P.O.#625224

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH

ORIGINAL CONTRACT SUM	$	1,740,612.60
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	1,740,612.60
TOTAL COMPLETED TO DATE	$	56,592.00
LESS PREVIOUS INVOICES	$	0.00
CURRENT PAYMENT DUE	$	56,592.00

PROJECT MANAGER'S SIGNATURE

INVOICE RECEIVED BY
_____ ON 7/8/09
GOODS/SERVICES RECEIVED BY
Comm Flores ON 7/2/09

9-1315-431-00-123-070-0841

AI-16528 **22.E.1.**

Clarification of AI#16401-CC 7-14-09 Item 14.C.

CC REGULAR

Date:	07/21/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	HIDTA

Information

CAPTION

a. Requesting rescission of Agenda Item 14.C. 3. a.b., (AI #16401) approved by CC on 7-14-09 imposing the requirement that HIDTA obtain a judicial Order for Destruction for the two items described and detailed;

b. Pursuant to Texas Local Government Code, 263.151 (1), approval to declare as "Salvage Property" (for the purposes of destruction), including authority to remove of the following detailed items from HIDTA's inventory:

1. Motorola Des Spectra - Serial Number X671ARW0097 (Asset No. 24309);
2. Motorola Des Spectra - Serial Number X671ASA0567 (Asset No. 24312).

BACKGROUND

Although these items are considered and ordered "salvage", destruction is the only option due to the potential risk of the illegal use in the community.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The 1997 Ford Explorer VIN 1FMDU34E5VUC74903 was court awarded (C-1424-08-A) to the Hidalgo County HIDTA Task Force under the Texas State- Code of Criminal Procedure, Chapter 59- Forfeiture of Contraband.

Attachments

Link: Ref AI-16401

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	07/16/2009 10:50 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:29 AM	APRV
3	Erika Zamora	Erika Zamora	07/16/2009 02:17 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Marty Salazar

Started On: 07/15/2009 12:50 PM

Final Approval Date: 07/17/2009

AI-16401 **14.C.**

Destruction Assets (Vehicle and Police Equipment)

CC REGULAR

Date: 07/14/2009
Submitted By: Nelda Olivarez, HIDTA
Submitted For: Rene Guerra, Criminal District Attorney
Department: HIDTA
Agenda Category: HIDTA - Task Force

Information

CAPTION

1. Discussion, consideration and approval to destroy a 1997 Ford Explorer, VIN 1FMDU34E5VUC74903

2. Approval to use Abrego's Trucking Service for destruction of said vehicle.

3. Discussion, consideration and approval to destory the following inoperable and obsolete police equipment:
   a. Motorola Des Spectra - Serial Number X671ARW0097 (Asset No. 24309)
   b. Motorola Des Spectra - Serial Number X671ASA0567 (Asset No. 24312)

4. Approval to remove asset numbers 24309 and 24312

BACKGROUND

The 1997 Ford Explorer VIN 1FMDU34E5VUC74903 was court awared (C-1424-08-A) to the Hidalgo County HIDTA Task Force under the Texas State - Code of Criminal Procedure, Chapter 59 - Forfeiture of Contraband

Fiscal Impact

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

BUDGETARY IMPACT:

No fiscal impact to Co. Abrego's Trucking Service keeps the scrap metal from the destroyed vehicle to offset any costs associated with the destruction of said vehicle.

County does not pay for the destruction of vehicles and/or equipment, and there is no other liability to Co.

Attachments

Link: Destroyed Vehilce

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	07/09/2009 08:23 AM	APRV
2	Ivan Cantu	Ivan Cantu	07/09/2009 08:56 AM	APRV

AI-16484 **22.F.1.**

Change Order No. 1 Sundowner Recreational Center Pct. No. 2
CC REGULAR

Date:	07/21/2009
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

Approval of Change Order No. 1 with contractor Closner Construction Co., LLC for Sundowner Recreational Center Subdivision, Pct. No. 2 reflecting a net increase in the amount of $6,678.00 because of (2) manholes, a 181 LF of Trench excavation Protection and a 75 LF of RC Pipe were added to project as submitted through project engineer DOS Logistics Inc. (Bid No. CAP 09-188-05-06-YSI, contract No. C-CAP-09-188-07-07).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1312-431-00-122-940-0-733/841

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

BUDGETARY IMPACT:

P.O.# 625663 available balance(s) are:

Obj.733 - 100,262.00
Obj.841 - 75,695.56

*Interlocal Agreement with City of San Juan will fund remaining cost of project.

CC Approval of change order#1 will increase the contract price to $226,675.65

Attachments

Link: Change Order #1 Sundowner Subd.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	07/15/2009 02:45 PM	APRV
2	Purchasing Department	Marty Salazar	07/15/2009 03:12 PM	APRV
3	Budget & Management	Erika Zamora	07/15/2009 03:34 PM	APRV
4	Roland Garcia	Rolando Garcia	07/16/2009 04:18 PM	APRV
5	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Marcie Jackson Started On: 07/13/2009 04:44 PM

CHANGE ORDER NUMBER ONE (1)

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR SUNDOWNER RECREATIONAL CENTER SUBDIVISION

DATE OF ISSUANCE: June 15, 2009 **EFFECTIVE DATE:**

OWNER: Hidalgo County Precinct # 2
OWNER's Contract No.: Bid No. CAP-09-188-050-06-YSI

CONTRACTOR: Closner Construction Co., LLC **ENGINEER:** DOS LOGISTICS INC.

You are directed to make the following changes in the Contract Documents.

Description:

1. Added 2 Manholes (COMPL)(TY A)
2. Added 181 LF of Trench Excavation Protection
3. Added 75 LF of RC Pipe (CL III)(30 IN)
4.
5.
6.

Reason for Change Order:

1. As per Hidalgo County Precinct # 2 direction
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price $ 219,997.65	Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00	Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 219,997.65	Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase of this Change Order $ 6,678.00	Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 226,675.65 — Net % increase (decrease) from original contract price. 3.00 %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date JUN. 15. 2009	Date:	Date: 7-15-09

SUNDOWNER'S SUBDIVISION
Easy St. and Grato St.
CSJ: 3C-1080-940

BID ITEM NO.	DESCR. CODE NO.	BID ITEM DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE $306,673.25 UNIT PRICE	ENGINEER'S ESTIMATE $306,673.25 AMOUNT BID	Closner Construction Co., LLC		
		ROADWAY							
100	2002	Preparing ROW	18.6	STA	$ 600.00	$ 11,160.00	$ 150.00	$ 2,790.00	
247	2054	Flex Base (TYE, GR4)(Complete in Place)	1377	CY	$ 20.00	$ 27,540.00	$ 20.70	$ 28,503.90	
251		Reworking Base Material	3308	SY	$ 6.00	$ 19,848.00	$ 1.25	$ 4,135.00	
310	2001	ASPH Material (MC-30)	1158	GAL	$ 4.00	$ 4,632.00	$ 7.25	$ 8,395.50	
340		Hot Mix (TY D)	496	TON	$ 65.00	$ 32,240.00	$ 62.00	$ 30,752.00	
500	2001	Mobilization	1	LS	$ 2,700.00	$ 2,700.00	$ 2,000.00	$ 2,000.00	
502	2001	Barricades, Signs and Traffic Handling	3	MO	$ 2,000.00	$ 6,000.00	$ 1,000.00	$ 3,000.00	
506		Temporary Sediment Control Fence	252	LF	$ 6.00	$ 1,512.00	$ 2.25	$ 567.00	
529	2036	Concrete Curb & Gutter (TY A)(Barrier)	3646	LF	$ 11.00	$ 40,106.00	$ 7.75	$ 28,256.50	
529		Valley Gutter (4 ft)	75	LF	$ 18.75	$ 1,406.25	$ 24.00	$ 1,800.00	
2500		EN-1 Treated Flexbase	6821	SY	$ 3.00	$ 20,463.00	$ 0.75	$ 5,115.75	
2500		EN-1 Road Bond	52	GAL	$ 100.00	$ 5,200.00	$ 85.00	$ 4,420.00	
		SUB-TOTAL=				**$ 172,807.25**			
		DRAINAGE							
402		Trench Excavation Protection	1574	LF	$ 9.00	$ 14,166.00	$ 0.50	$ 787.00	
		Change Order # 1	**181**			$ -	**$ 0.50**		**$ 90.50**
432	2035	Riprap (CONC)(6")	3	CY	$ 400.00	$ 1,200.00	$ 380.00	$ 1,140.00	
464	2003	RC Pipe (CL III) (18 IN)	392	LF	$ 35.00	$ 13,720.00	$ 28.50	$ 11,172.00	
464	2005	RC Pipe (CL III) (24 IN)	695	LF	$ 42.00	$ 29,190.00	$ 34.50	$ 23,977.50	
464	2007	RC Pipe (CL III) (30 IN)	538	LF	$ 45.00	$ 24,210.00	$ 42.50	$ 22,865.00	
		Change Order # 1	**75**			$ -	**$ 42.50**		**$ 3,187.50**
465	2012	Inlet (Compl) (TY A)	7	EA	$ 2,000.00	$ 14,000.00	$ 1,300.00	$ 9,100.00	
465	2013	Manhole (Compl) (TY A)	2	EA	$ 2,250.00	$ 4,500.00	**$ 1,700.00**	**$ 3,400.00**	
		Change Order # 1	**2**			$ -	**$ 1,700.00**		**$ 3,400.00**
530		Driveway (CONC.)(4")	666	SY	$ 42.00	$ 27,972.00	$ 36.00	$ 23,976.00	
530		Driveway (ACP)(TY PBR-1)	76	SY	$ 25.00	$ 1,900.00	$ 12.00	$ 912.00	
531		Concrete Sidewalk	29	SY	$ 52.00	$ 1,508.00	$ 22.50	$ 652.50	
644		Small Signs	6	EA	$ 250.00	$ 1,500.00	$ 380.00	$ 2,280.00	
		SUB-TOTAL=				**$ 133,866.00**			
		CONSTRUCTION TOTAL =				**$ 306,673.25**		**$ 219,997.65**	**$ 6,678.00**

AI-16530 **22.G.1.**

Award Recommendation Road & Drainage Construction for Monica Acres Subdivision

CC REGULAR

Date:	07/21/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Recommendation by project engineer Javier Hinojosa Engineering to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $72,295.00 for Bid No. CAP-09-256-07-01-YSI “Road & Drainage Construction For Monica Acres Subdivision" and subject to TXDOT concurrence/approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-470-1-731/733

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

BUDGETARY IMPACT:

Obj. Code 731 / 733 available balance as of 7/16/09 is $87,307.25, respectively.

Attachments

Link: eng receomend monica acres

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 10:57 AM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 11:29 AM	APRV
3	Perla Lopez	Perla Lopez	07/16/2009 01:13 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Yvette Islas Started On: 07/15/2009 01:26 PM

Final Approval Date: 07/17/2009

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

July 6, 2009

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round II
Bid No. CAP-09-256-07-01-YSI
Monica Acres Subdivision

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-09-256-07-01-YSI Monica Acres Subdivisions on July 1, 2009. A total of eight bids were received with Total Commitment, LLC being the low bidder with a total base bid of $72,295.00. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Monica Street within Monica Acres Subdivision. Total Commitment, LLC is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Total Commitment, LLC in the amount of $72,295.00.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

416 E. Dove Avenue
McAllen, Texas 78504
Tel: (956) 668-1588
Fax: (956) 994-8102
javhin@rgv.rr.com

BID TABULATION SHEET
Hidalgo County Precinct #3
Hidalgo County Colonia Access Program Project Round III
Monica Acres Subdivision
Bid # CAP-09-256-07-01-YSI
Bid Date: July 1, 2009 @ 9:30 a.m.

Bidder	Total Base Bid	Bid Bond
1. Total Commitment, LLC	$72,295.00	Yes
2. Asago, LLC	$88,470.00	Yes
3. Valley Paving, Inc.	$90,308.25	Yes
4. Sascon, Inc.	$94,371.50	Yes
5. IOC Company, LLC	$94,436.14	Yes
6. M Construction, LTD	$96,886.00	Cashier's Check
7. Closner Construction Company, LC	$98,275.40	Yes
8. J.M. Construction.	$113,991.00	Yes

Monica Acres Subdivision
CSJ: 3C1080470
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	8.29	STA	$350.00	$2,901.50
247	8" Flex Base (COMP IN PLACE) (TY "D" GR6 CL4)	2972	SY	$3.50	$10,402.00
251	Rewrk Base Mtrl (DC)(TY "D") (CL2)	2972	SY	$2.00	$5,944.00
310	ASPH Matrl (MC-30)	545	GAL	$3.60	$1,962.00
340	Asph Conc (TY "D") (1.5")	2602	SY	$6.25	$16,262.50
502	Barricades, Signs and Traffic Handling	3	MO	$300.00	$900.00
530	Turnouts (Asphalt, Concrete, Pavement) (PB-1)	30	SY	$6.50	$195.00
5249	Temporary Sediment Control Fence	340	LF	$1.75	$595.00
5249	Temporary Sediment Control Fence (Remove)	340	LF	0.75	$255.00
	SubTotal Base Bid →				**$39,417.00**
	DRAINAGE				
530	Driveways (Asphalt, Concrete, Pavement) (PB-1)	758	SY	$11.00	$8,338.00
530	Driveways (Concrete) (3000 PSI)	318	SY	$30.00	$9,540.00
556	15" ADS Culvert Pipe	625	LF	$24.00	$15,000.00
	SubTotal Drainage →				**$32,878.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$72,295.00**

Roadwork Allocation:	$ 51,797.25
25% Transfer Increase	$ -
Transfer Contingency	$ -
Total Allocation and Transfer	$ 51,797.25
Low Base Bid Roadwork	$39,417.00
Overrun/Underrun	$12,380.25

Drainage Allocation:	$ 35,510.00
Low Bid Drainage:	$32,878.00
Overrun/Underrun	$2,632.00

BID TABULATION SHEET
Hidalgo County Precinct No. 3
Monica Acres Subdivision
Bid No: CAP-09-256-07-01-YSI
Bid Date: July 1, 2009 @ 9:30 a.m.

		QUANTITIES	Total Commitment		Asago Construction		Valley Paving, Inc.		Sascon, Inc.		IOC Company, Inc.		M Construction, LTD		Closner Construction Company, Inc.		J.M. Construction	
	Paving																	
1	Preparing ROW	8.29 STA	$350.00	$2,901.50	$700.00	$5,803.00	$1,000.00	$8,290.00	$420.00	$3,481.80	$440.00	$3,647.60	$500.00	$4,145.00	$550.00	$4,559.50	$1,000.00	$8,290.00
2	8" Flex Base (Compl in Place) (TY D GR6 CL4)	2,972 SY	$3.50	$10,402.00	$5.00	$14,860.00	$7.80	$23,181.60	$6.50	$19,318.00	$5.55	$16,494.60	$7.00	**$20,804.00**	$7.85	$23,330.20	$7.00	$20,804.00
3	Rewking BS Matl (DC) (TY D CL2)	2,972 SY	$2.00	$5,944.00	$2.00	$5,944.00	$1.50	$4,458.00	$2.40	$7,132.80	$1.85	$5,498.20	$2.00	$5,944.00	$2.75	$8,173.00	$3.00	$8,916.00
4	ASPH Matrl (MC-30)	545 GAL	$3.60	$1,962.00	$6.00	$3,270.00	$3.95	$2,152.75	$5.70	$3,106.50	$4.20	$2,289.00	$7.00	$3,815.00	$6.50	$3,542.50	$7.00	$3,815.00
5	ASPH Conc (TY D)(1 1 /2")	2,602 SY	$6.25	$16,262.50	$9.00	$23,418.00	$8.20	$21,336.40	$7.20	$18,734.40	$7.47	$19,436.94	$8.00	$20,816.00	$7.35	$19,124.70	$9.00	$23,418.00
6	Barricades, Signs and Traffic Handling	3 MO	$300.00	$900.00	$250.00	$750.00	$250.00	$750.00	$1,000.00	$3,000.00	$495.00	$1,485.00	$1,500.00	$4,500.00	$800.00	$2,400.00	$1,000.00	$3,000.00
7	Turnouts (ASPH-CONC-PAV)(PB-1)	30 SY	$6.50	$195.00	$70.00	$2,100.00	$15.00	$450.00	$25.00	$750.00	$47.50	$1,425.00	$17.00	$510.00	$16.00	$480.00	$25.00	$750.00
5249 8	Temporary Sediment Control Fence	340 LF	$1.75	$595.00	$5.00	$1,700.00	$2.55	$867.00	$4.00	$1,360.00	$2.90	$986.00	$6.00	$2,040.00	$2.75	$935.00	$1.00	$340.00
5249 9	Temporary Sediment Control Fence (Remove)	340 LF	$0.75	$255.00	$2.00	$680.00	$1.00	$340.00	$4.00	$1,360.00	$1.25	$425.00	$1.00	$340.00	$1.00	$340.00	$1.00	$340.00
	Subtotal Paving			**$39,417.00**		**$58,525.00**		**$61,825.75**		**$58,243.50**		**$51,687.34**		$62,914.00		**$62,884.90**		**$69,673.00**
	Drainage																	
530 10	Driveway (ASPH-CON-PAV)(PB-1)	758 SY	$11.00	$8,338.00	$15.00	$11,370.00	$10.00	$7,580.00	$14.00	$10,612.00	$21.10	$15,993.80	$17.00	$12,886.00	$8.00	$6,064.00	$21.00	$15,918.00
530 11	Driveway (Concrete 3000 PSI)	318 SY	$30.00	$9,540.00	$25.00	$7,950.00	$36.25	$11,527.50	$37.00	$11,766.00	$35.00	$11,130.00	$27.00	$8,586.00	$48.00	$15,264.00	$50.00	$15,900.00
556 12	15" ADS Culvert Pipe	625 LF	$24.00	$15,000.00	$17.00	$10,625.00	$15.00	$9,375.00	$22.00	$13,750.00	$25.00	$15,625.00	$20.00	$12,500.00	$22.50	$14,062.50	$20.00	$12,500.00
	Subtotal Drainage			**$32,878.00**		**$29,945.00**		**$28,482.50**		**$36,128.00**		**$42,748.80**		**$33,972.00**		**$35,390.50**		**$44,318.00**
	TOTAL BASE BID			**$32,878.00**		**$88,470.00**		**$90,308.25**		**$94,371.50**		**$94,436.14**		**$96,886.00**		**$98,275.40**		**$113,991.00**

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Period Expended	Y-T-D Expended	Available Balance	Percent
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3								
9-1312-431-00-123-470-1-312	MONICA ACRES-INDIRECT COST	.00	2,913.18	.00	122.48	122.48	2,790.70	4.20
9-1312-431-00-123-470-1-334	MONICA ACRES-ENG & ARCH SRV	.00	4,801.90	2,689.06	2,112.84	2,112.84	.00	100.00
9-1312-431-00-123-470-1-339	MONICA ACRES-OTHER PROFESSION	.00	3,055.75	2,711.14	344.61	344.61	.00	100.00
9-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	.00	51,797.25	.00	.00	.00	51,797.25	.00
9-1312-431-00-123-470-1-733	MONICA ACRES-DRAINGE DITCHES	.00	35,510.00	.00	.00	.00	35,510.00	.00
9-1312-431-00-123-470-1-899	MONICA ACRES-CONTINGENCY	.00	5,803.23	.00	.00	.00	5,803.23	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**103,881.31**	**5,400.20**	**2,579.93**	**2,579.93**	**95,901.18**	**7.68**
9 YEAR		**.00**	**103,881.31**	**5,400.20**	**2,579.93**	**2,579.93**	**95,901.18**	**7.68**

AI-16540 **22.H.1.**

Purchase of (2) Two New 2009 F150 Reg Cab PU with Options
CC REGULAR

Date:	07/21/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

a. Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors; Two (2) New 2009 Ford F150 Reg Cab PU to include but not limited to any accessories in an amount not to exceed $91,860.00 which includes buy-board pricing and accessories. (Project #2009-310-OGG); or in the alternative,

b. Authority to advertise sealed competitive procurement for the purchase of: Two (2) New 2009 Ford F150 Reg. Cab. Pick-ups with Options/Accessories with specifications as requested herein.

BACKGROUND

As requested by Tereso Contreras, Quartermaster's Office the following units will be funded with acct #9-1284-421-00-280-062-0 for proposed project #2009-310-OGG.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-062-0-741

FUNDS AVAILABLE Y/N?: YES **MATCHING FUNDS Y/N?:** NO

BUDGETARY IMPACT:

Funding available as of 7-16-09.
Amount available for requisition# 157805 as of 7-16-09 $91,860.00 for Philpott Motors Ltd.

Attachments

Link: 09-310

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/16/2009 12:57 PM	APRV
2	Budget & Management	Erika Zamora	07/16/2009 02:26 PM	APRV
3	Manuel Chapa	Manuel Chapa	07/16/2009 04:08 PM	APRV
4	Auditor's Office		07/17/2009 05:20 PM	NEW

Form Started By: Oscar Garza Started On: 07/15/2009 03:08 PM

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Cars and Light Trucks

BUYBOARD #281-07

End User: HIDALGO COUNTY **Philpott Rep:** ALAN WILEY

Contact: RICHARD OZUNA **Date:** 3/31/2009

Product Description: F150 REGULAR CAB PICKUP

A. Bid Series: 16 **A. Base Price:** $ 11,617.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	CODE	Options	Bid Price
	V6 SHORT BED XL MODEL	STD	W14	4X4 CREWCAB UPGRADE WITH 5.5 ft	$ 3,252.00
	MANUAL TRANS	STD		BED, TOW HOOKS, SHIFT ON THE FLY	
	VINYL SEAT	STD	XB6	LIMITED SLIP AXLE	$ 281.00
	HEATER/DEFROSTER	STD	413	SKID PLATES	$ 149.00
	AM-FM RADIO	STD	99V	5.4L FFV V8 GAS 6-SPEED AUTOMATIC	$ 839.00
924	REAR WINDOW PRIVACY GLASS	$ 120.00	595	FOG LAMPS	$ 131.00
44Q	4-SPEED AUTOMATIC	$ 1,427.00	535	TRAILER TOW PACKAGE 9700# TOW	$ 328.00
W12	XL SUPERCREW UPGRADE	$ 4,884.00	EP	EMERGENCY EQUIPMENT PACKAGE	$ 10,700.00
8DS	FACTORY DESTINATION	$ 925.00	507A	XLT UPGRADE: AM-FM CD, Power	$ 1,856.00
	FUEL SURCHARGE AS OF 10/07			Windows-Locks-Mirrors, Tilt/Cruise,	INCL
18A	BLACK RUNNING BOARDS	$ 234.00		40-20-40 Cloth Split Bench Seat, and	INCL
572	A/C	$ 796.00		P255/70Rx17 All terrain Tires	INCL

Total of B. Published Options: $ 25,922.00

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 21.8 %

Options	Bid Price	Options	Bid Price
GRAPHIC'S	$ 250.00	2009 MODEL WITH AN ESTIMATED	NOTE
TOOL BOX	$ 600.00	DELIVERY IN 120 DAYS	NOTE
REAR WINDOW BARRIERS	$ 495.00		
GOLDEN EAGLE II KA-BAND RADAR	$ 2,300.00	EMERGENCY EQUIPMENT PACKAGE AS PER	NOTE
WARN XD9000I WINCH INSTALLED	$ 1,199.00	2008 EXPEDITION PATROL UNITS, LESS	NOTE
WARN TRANSFORMER GRILL GUARD	$ 1,367.00	WATER CAN AND TOTE W/LID	NOTE
WITH WINCH PLATFORM		67T TRAILER BRAKE CONTROLLER	$ 216.00
INSTALLATION WIRING KIT	$ 1,300.00	67T REQUIRES 61C XLT PACKAGE	
		61C XLT CONVIENCE PACKAGE	$ 464.00

Total of C. Unpublished Options: $ 8,191.00

D. Contract Price Adjustment: $ -

E. Delivery Charges: 0 miles @ $.93/mile $ -

F. Total of A + B + C + D + E = F $ 45,730.00

G. Quantity Ordered 2 **x F =** $ 91,460.00

H. Administrative Fee [from Fee Schedule, Table A] **$400 PER PURCHASE ORDER** $ 400.00

I. Non-Equip Charges & Credits

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE $ 91,860.00

Date Entered: 6-25-09
Requisition #: 157805
Date Approved:
P.O. #

HIDALGO COUNTY SHERIFF'S OFFICE
EXECUTIVE BRANCH REQUISITION
ADMINISTRATION REQUISITION

DATE: June 23, 2009
REQUESTED BY: Tereso Contreras, Quartermaster's Office
BUDGET: 9-1284-421-00-280-062-0
OBJECT NUMBER: 741- Vehicles
CURRENT BALANCE: $140,765.50
EXPENDITURE AMOUNT: $91,860.00
NEW BALANCE: $48,905.50
PURPOSE FOR EXPENDITURE: Fleet Use

Line #	Commodity Code	Item & Description	Item #	Qty	UOM	Unit Price	Amount
1	071.05	Fully Equipped 2009 F150 Regular Cab Pick Up With Emergency Lights & Decals		2	Each	$11,617.00	$23,234.00
2		Published Options		2	Each	$25,922.00	$51,844.00
3		Unpublished Options		2	Each	$8,191.00	$16,382.00
4		Buyboard Administrative Fee ($400 Per Purchase Order)		1	Each	$400.00	$400.00

SHIPPING: (N/A) **$0.00**
GRAND TOTAL: **$91,860.00**
ESTIMATED DELIVERY DATE: 45-65 days after purchase order is received

INTERNAL NOTES: N/A

Awarded Vendor : Philpott Motors Company
P.O. Box 876
Port Neches, Texas 77651

888-858-7801
CONTACT PERSON: Alan Wiley
$91,860.00

BUYBOARD CONTRACT #281-07

AUTHORIZED BY: _____ DIVISION COMMANDER

APPROVED BY: _____ ADMINISTRATIVE LIEUTENANT

REVIEWED BY: _____ PROCUREMENT SPECIALIST

APPROVED BY: _____ CHIEF DEPUTY

07/14/2009 14:35 3936027 BUDGET OFFICE PAGE 01/02