AI-16924 **6.D.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	08/18/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Olga Almanzar & Farmers Insurance Group

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:15 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/12/2009 09:10 AM

Final Approval Date: 08/14/2009

AI-16977 **6.E.**

Cause No. C-1528-08-C; Nora H. Solis v. Hidalgo County

CC REGULAR

Date:	08/18/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-1528-08-C; Nora H. Solis v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 03:03 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Monica Badillo Started On: 08/14/2009 02:43 PM

Final Approval Date: 08/14/2009

AI-16926 **7.D.**

Claim of Maria Olga Almanzar

CC REGULAR

Date:	08/18/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Olga Almanzar & Farmers Insurance Group

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 02:18 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Aida Alvarez — Started On: 08/12/2009 09:15 AM

Final Approval Date: 08/14/2009

AI-16978 **7.E.**

Cause No. C-1528-08-C; Nora H. Solis v. Hidalgo County

CC REGULAR

Date:	08/18/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-1528-08-C; Nora H. Solis v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 03:03 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Monica Badillo Started On: 08/14/2009 02:44 PM

Final Approval Date: 08/14/2009

AI-16942 **10.B.**

designation of parking area-201 N. Closner

CC REGULAR

Date:	08/18/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration and action designating 201 N. Closner (corner of Closner and McInytre) as employee and public parking while conducting county business

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 03:26 PM	APRV
2	Erika Zamora	Erika Zamora	08/14/2009 09:07 AM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Monica Badillo — Started On: 08/12/2009 02:32 PM

Final Approval Date: 08/14/2009

AI-16967 **10.C.**

457 plan w/d -
CC REGULAR

Date:	08/18/2009
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#65404

BACKGROUND

Fiscal Impact

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 03:53 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Monica Badillo Started On: 08/13/2009 03:37 PM

Final Approval Date: 08/14/2009

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 RETIREMENT PLAN EMPL. #65404

Partic

Addre

Social

SEC

I under
the wit
distribu
me unc
taxable
unless
expenses as provided by law.

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

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

(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 post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ _____

Have you ever taken a hardship before? YES If so what was the amount taken $ 1987.32

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

PARTICIPANT SIGNATURE X _____ Date 8/11/09

SECTION II – Authorized Plan Representative

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

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

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

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

AI-16981 **10.D.**

2010 Budget Presentation

CC REGULAR

Date:	08/18/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation and discussion on the 2010 Budget Development Process and Capital Improvement Plan (CIP)

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 03:49 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW
Form Started By: Monica Badillo			Started On: 08/14/2009 03:24 PM	
Final Approval Date: 08/14/2009				

AI-16980 **10.E.**

Notice to Issue Certificates of Obligation, Series 2009-B

CC REGULAR

Date:	08/18/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, and approval of Resolution Approving Notice of Intent to Issue Certificates Obligation (Series 2009-B) in an amount not to exceed $14,000,000.00.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sergio Cruz	Started On: 08/14/2009 03:20 PM
Final Approval Date: 08/14/2009	

AI-16976 **11.A.**

Resolution - American Recovery and Reinvestment Act

CC REGULAR

Date:	08/18/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Resolution regarding the American Recovery and Reinvestment Act

BACKGROUND

Fiscal Impact

Attachments

Link: Resolution - ARRA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 03:03 PM	APRV
2	Roland Garcia	Rolando Garcia	08/14/2009 04:25 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 08/14/2009 02:40 PM

Final Approval Date: 08/14/2009

County of Hidalgo

State of Texas

RESOLUTION

WHEREAS, Since the recession began, a staggering number of Americans have lost their jobs, and the heavy burden of unemployment is causing the economy to weaken further; and

WHEREAS, The American Recovery and Reinvestment Act signed by President Barak Obama on February 17, 2009, appropriates $787 billion in federal funds to jumpstart economic recovery; the stimulus package is designed to help economically devastated cities and states, to create or save some 3.5 million jobs and to invest in infrastructure, green energy and technological innovation; and

WHEREAS, In order for the stimulus funds to have the greatest impact and to maximize the creation and preservation of jobs, they should be spent, as much as possible, on domestic materials, goods and services; and

WHEREAS, The Congressional Budget Office has noted that the most effective type of fiscal stimulus is one that directs money to people who are most likely to spend it quickly; thus, when a stimulus allows a United States household to purchase the items it needs, demand in this country is increased, and the initial stimulus sets in motion further periods of economic consumption in a process known as a "multiplier" effect; the degree of stimulus provided depends on how much of the resultant spending goes to purchase domestically produced goods, because if the additional consumption is satisfied by imported goods, the income of foreign producers rises, and the stimulus is essentially exported ; and

WHEREAS, The number if American workers drawing unemployment aid jumped to a record high of nearly five million in early February 2009, and this labor market deterioration is sending the economy into a deeper spiral; in order to maximize the effectiveness of the stimulus package at this crucial moment, it is imperative that the funds be spent domestically whenever practicable, using American tax dollars to amplify aggregate demand and create the greatest number of American jobs possible; and

NOW, THEREFORE BE IT RESOLVED, that the Hidalgo County Commissioners' Court hereby express its intent that funds provided to the State of Texas and further, the County of Hidalgo by the American Recovery and Reinvestment Act be spent, as far as practicable, on domestic goods, materials and services

ADOPTED THE _____ DAY OF AUGUST 2009.

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

_____

J.D. SALINAS, III
County Judge

SYLVIA S. HANDY
County Commissioner, Pct. 1

HECTOR “TITO” PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct.3

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

Attested to:

ARTURO GUAJARDO, JR.
County Clerk

AI-16979 **11.B.**

Resolution - Paul Cowen

CC REGULAR

Date:	08/18/2009
Submitted By:	Roxanne De La Garza, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Approval of Resolution honoring Mr. Paul Cowen

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

* pending attachment of resolution -- resolution will be brought to court.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 03:04 PM	APRV
2	Roland Garcia	Rolando Garcia	08/14/2009 04:19 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Roxanne De La Garza — Started On: 08/14/2009 02:44 PM

Final Approval Date: 08/14/2009

AI-16893 **12.B.**

Health Division - FY 2010 RLSS-LPHS (OPHP) Contract

CC REGULAR

Date:	08/18/2009
Submitted By:	Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

1. Requesting approval to accept the attached RLSS-LPHS Grant Contract # 2010-032822, Attachment #001, in the amount of $126,424.00 for the period 09/01/2009 to 08/31/2010.

2. Approval of Certification of Revenues as certified by the County Auditor for the RLSS-LPHS - Grant Contract.

3. Requesting approval of the attached RLSS-LPHS Contract Budget and Salary Schedules for the period 09/01/2009 to 08/31/2010 (Account # 9-1293-441-00-340-006-0).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-006-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $126,424.00 for the RLSS-LPHS (OPHP) Grant for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-334-10-340-006-0-000 RLSS-OPHP Revenues

Attachments

Link: FY2010 OPHP Contract

Link: FY2010 OPHP Salary

Link: FY2010 OPHP Bud

Link: Bud Salary schedule

Link: letter Certification of Revenues

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 04:44 PM	APRV
2	Manuel Chapa	Manuel Chapa	08/12/2009 04:29 PM	APRV

3	Auditor's Office	08/14/2009 05:31 PM	NEW
Form Started By: Dan Beltran		Started On: 08/07/2009 04:33 PM	
Final Approval Date: 08/14/2009			

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2010-032822 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $126,424.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 09/01/2009 and ends on 08/31/2010. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

      2010-032822-001 RLSS-LOCAL PUBLIC HEALTH SYSTEM

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

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

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

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

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

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

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

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

DOCUMENT NO. 2010-032822-
ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000352949

CONTRACTOR: HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

TERM: 09/01/2009 THRU: 08/31/2010

SECTION I. SCOPE OF WORK:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

SECTION II. PERFORMANCE MEASURES

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY10 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit A.

CONTRACTOR shall provide activities and services as submitted by CONTRACTOR in the following county(ies)/area: Hidalgo

SECTION III. SOLICITATION DOCUMENT: Exempt – Governmental Entity

SECTION IV. RENEWALS: N/A

SECTION V. PAYMENT METHOD: Cost Reimbursement

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and include acceptable supporting documentation of the required services/deliverables if indicated in the attached Exhibit A. Vouchers and supporting documentation can be faxed to Claims Processing Unit at (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Invoices and supporting documentation shall be submitted to the following address:

Department of State Health Services
Fiscal Claims Processing Unit
P.O. Box 149347, MC 1940
Austin, Texas 78714-9147

SECTION VII. BUDGET:

SOURCE OF FUNDS: State and CFDA#93.991

SECTION VIII. SPECIAL PROVISIONS:

General Provisions, Section **1.03 Reporting** Article, are revised to include the following paragraph:

Contractor shall submit quarterly and final performance reports that describe progress toward achieving the objectives contained in approved Contractor's Service Delivery Plan and any written revisions. Contractor shall submit the performance reports by the end of the month following the end of each quarter, in a format to be provided by DSHS. Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us or by facsimile to 512-458-7154. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director. The report signature page should be sent via mail to:

DSHS Regional and Local Health Services
Attn: Local Services Team
1100 West 49th Street
P.O. BOX 149347 MC1908
Austin, Texas, 78714-9347.

General Provisions, Section **4.05 Financial Status Reports (FSRs). Article is revised to include the following paragraph:**

Contractor shall submit a copy of the quarterly FSRs to the Contract Management Unit in addition to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Program review. Reports should be sent electronically to: LocalPHTeam@dshs.state.tx.us, or may be sent via mail to DSHS Regional and Local Health Services – MC 1908, Attn: Local Services Team, 1100 West 49th Street, Austin, Texas, 78756, or by facsimile to 512-458-7154.

General Provisions, Section 12.01 **Responsibilities and Restrictions Concerning Governing Board, Officers and Employees**, is not applicable to this program Attachment.

2010-032822-001

Categorical Budget:

PERSONNEL	$88,039.00
FRINGE BENEFITS	$29,407.00
TRAVEL	$4,489.00
EQUIPMENT	$0.00
SUPPLIES	$4,489.00
CONTRACTUAL	$0.00
OTHER	$0.00
TOTAL DIRECT CHARGES	$126,424.00
INDIRECT CHARGES	$0.00
TOTAL	$126,424.00
DSHS SHARE	$126,424.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $126,424.00

Financial status reports are due: 12/31/2009, 03/31/2010, 06/30/2010, 10/31/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an 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 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.

(2) 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 this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less that $10,000 and not more than $100,000 for each such failure.

Signature

Date

Print Name of Authorized Individual

2010-032822
Application or Contract Number

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
Organization Name

HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT
RLSS-OPHP GRANT EMPLOYEE SALARY SCHEDULE
9-1293-441-00-340-006-0

Term: 9/1/2009 - 8/31/2010

Slot #	Employee Name	Employee Title	Salary 9/1/2009 12/31/2009	Salary 1/1/2010 8/31/2010	Salary for 12 month Grant Period
006-G003		Public Health Specialist	$ 6,203.67	$ 13,028.33	$ 19,232.00
006-G004		Administrative Secretary	$ 2,579.00	$ 5,416.00	$ 7,995.00
006-G002		Clerk	$ 8,958.00	$ 18,812.00	$ 27,770.00
006-G001		Health Information Tech.	$ 10,658.67	$ 22,383.33	$ 33,042.00
	OPHP Salary		**$ 28,399.34**	**$ 59,639.66**	**$ 88,039.00**
	FICA	7.65%	$ 2,172.55	$ 4,562.43	$ 6,734.98
	Retirement	8.92%	$ 2,533.22	$ 5,319.86	$ 7,853.08
	Unemployment	0.50%	$ 142.00	$ 298.20	$ 440.20
	Worker's Comp.	3.27%	$ 928.66	$ 1,950.22	$ 2,878.88
	Health Insurance	$4,164/Yr.			$ 11,399.86
	Life Insurance	$33/Yr.			$ 100.00
	OPHP F.B. Total		**$ 5,776.43**	**$ 12,130.71**	**$ 29,407.00**
	OPHP Sal/FB Total		**$ 34,175.77**	**$ 71,770.37**	**$ 117,446.00**

DATE: August 10, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-006-0 OPHP Grant

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-006-0-113	Salaries - F/T Employees	$ 88,039.00
9-1293-441-00-340-006-0-211	Health Insurance	$ 11,399.86
9-1293-441-00-340-006-0-212	Life Insurance	$ 100.00
9-1293-441-00-340-006-0-220	FICA	$ 6,734.98
9-1293-441-00-340-006-0-230	Retirement	$ 7,853.08
9-1293-441-00-340-006-0-250	Unemployment Compensation	$ 440.20
9-1293-441-00-340-006-0-260	Worker's Compensation	$ 2,878.88
9-1293-441-00-340-006-0-601	Office Supplies	$ 1,000.00
9-1293-441-00-340-006-0-603	Educational Supplies	$ 3,489.00
9-1293-441-00-340-006-0-581	Travel In County	$ 589.00
9-1293-441-00-340-006-0-583	Travel Out Of County	$ 3,900.00
9-1293-334-10-340-006-0-000	RLSS-OPHP Revenue	$ 126,424.00
	TOTAL BUDGET	$ 126,424.00

INCREASE REQUEST $

Revenue Account #

REASON: Implement FY10 RLSS-LPHP(OPHP) Contract Budget for the period 9/1/2009 to 08/31/2010.

There are no areas in my current budget to reduce in order to fund the above mentioned items.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

Hidalgo County

Department of Budget & Management

2009 Salary Schedule

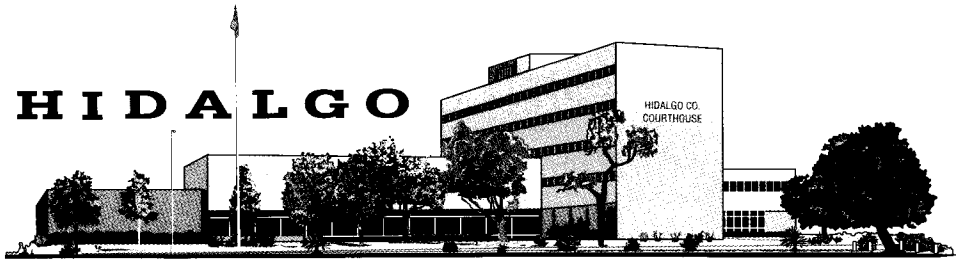
COMMISSIONERS COURT

1293-441-00-340-006-10

OPHP-LPH

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	[redacted]					2009 ACTUAL TOTAL COMPENSATION
											[redacted]	[redacted]	[redacted]	118	[redacted]	
G001	113	HEALTH INFORMATION TECH.	$29,976.00	$0.00	$29,976.00	0.05	$1,499.00	$501.00	$31,976.00	$31,976.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,976.00
0002	113	CLERK	$24,874.00	$0.00	$24,874.00	0.05	$1,244.00	$756.00	$26,874.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
G003	113	PUBLIC HEALTH SPECIALIST	$17,725.00	$0.00	$17,725.00	0.05	$886.00	$0.00	$18,611.00	$18,611.00	$0.00	$0.00	$0.00	$0.00	$0.00	$18,611.00
G004	113	ADM SECRETARY	$7,369.00	$0.00	$7,369.00	0.05	$368.00	$0.00	$7,737.00	$7,737.00	$0.00	$0.00	$0.00	$0.00	$0.00	$7,737.00
		Totals	$79,944.00	$0.00	$79,944.00		$3,997.00	$1,257.00	$85,198.00	$58,324.00	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	$58,324.00

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 12, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	GRANT
$126,424.00	2010-032822-001 RLSS-Local Public Health System

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/12/09
Date

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.

AI-16913 **13.A.**

Water/Sewer project - City of Weslaco

CC REGULAR

Date:	08/18/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated Engineering Service contract with Cruz-Hogan Consultants, Inc. in the amount of $5,500.00 utilizing Years 18 & 19 (2005 & 2006) funds for a Water/Sewer Improvements Project in the City of Weslaco.

BACKGROUND

The City of Weslaco requested authorization to negotiate an Engineering Service contract with Cruz-Hogan Consultants, Inc. for a Water/Sewer Improvements project in the City of Weslaco . A best and final offer was submitted by Cruz Hogan Consultants, Inc. in the amount of $5,500.00. The improvements will allow for the installation of a water line and resurfacing improvements in the alley between Nebraska Street and Indiana Street from 7th Street to just south of 6th Street. See attached best and final offer & scope of services.

Contract Amount:	$ 5,500.00	
Funds Available:	$ 2,422.00	FY 18 (2005) Water/Sewer Improvements
	$ 34,284.70	FY 19 (2006) Water/Sewer Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize 2005 & 2006 Water/Sewer Improvements-City of Weslaco funds for this project.

Contract Amount: $ 5,500.00
Funds Available: $ 36,706.70

Attachments

Link: improvements project contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 02:33 PM	APRV
2	Perla Lopez	Perla Lopez	08/11/2009 03:00 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Estella Webber Started On: 08/11/2009 01:29 PM

Final Approval Date: 08/14/2009

City of Weslaco

"The City on the Grow"

Buddy de la Rosa, Mayor
Rene Rodriguez, Jr., Mayor Pro-Tem, District 3
Robert J. Garza, Commissioner, District 1
John F. Cuellar, Commissioner, District 2
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Patrick B. Kennedy, Commissioner, District 6

Francisco Castellanos, Interim City Manager

August 6, 2009

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

Re: Water & Sewer Improvement Project

Dear Ms. Serna,

The City of Weslaco is recommending approval for the scope of service and engineering fees from Cruz-Hogan Consultants, Inc. for professional services for the Water Line Improvement Project in the amount of $5,500.00.

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.

Attachments

BR:smm

AUG 6 2009

CRUZ - HOGAN *Consultants, Inc.*
Engineers • Planners • Consultants
Harlingen • McAllen

AUG 03 2009

July 28, 2009

Sylvia M. Martinez
Community Dev. Coordinator/Planning Tech
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

RE: Weslaco Water Line Project

Dear Mrs. Martinez:

This letter is in response to your E-mail dated Monday, July 27, 2009. Our best and final offer for the above referenced project will be $5,500.00 as explained in the Scope of Services enclosed.

I would like to thank you and the City of Weslaco for the opportunity in assisting the City in this project. If you have any questions feel free to contact me at 956/682-5022.

Thank you,

Ronnie Cruz, P.E.
Vice-President

Enclosures

AUG 6 2009

605 E. Violet Avenue • Suite 5 • McAllen, Texas 78504
(956) 682-5022 • Fax (956) 682-5089

SCOPE OF SERVICES:

Weslaco Water Line Project
City of Weslaco

Preliminary Phase

A. Attend preliminary conferences with the City of Weslaco staff acquire available and relevant background data in respect to the project.

B. Establish the scope of topographic surveys for the design of the project.

C. Prepare a preliminary engineering report and submit to the City for review.

Design Phase

A. Receive electronic survey data from project surveyor and prepare background drawings for construction plans.

B. Prepare detailed construction drawings, technical specifications, and other pertinent documents for construction authorized by the City.

C. Submit plans and specifications to the appropriate agencies, other than the City, and coordinate approval process.

D. Furnish the City three (3) sets of copies of plans and specifications marked "Preliminary" for approval by the City. Upon final approval by the City, the Engineer will provide the City three (3) sets of the "Final" plans and specifications.

Construction Phase

A. Assist the City in conducting a pre-construction conference with City staff which will be conducting the construction.

B. Make periodic visits to the site to observe the overall progress and quality of work. Make recommendations to the City regarding materials and workmanship.

C. Conduct final inspection of the project.

D. Prepare revisions of construction drawings with the assistance of the City's personnel reflecting changes to the plans. These "As-Built" drawings shall be provided by the Engineer to the City. Three (3) sets will be provided.

Compensation

A. Preliminary Phase	$1,000.00
B. Design Phase	$3,500.00
C. Construction Phase	$1,000.00
Total	**$5,500.00**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5005/06-80-0310-5000-8000

Professional Services Agreement

This Agreement, entered into this 18th day of August, 2009 by and between Hidalgo County, a political subdivision of the State of Texas, joined by the City of Weslaco, (hereinafter called the "Party") and Ronnie Cruz, P.E. duly authorized Engineer, herein acting by Cruz-Hogan Consultants, Inc. (hereinafter called the "Engineer").

WITNESSETH THAT:

WHEREAS, Hidalgo County has received CDBG funds from the U.S. Dept. of Housing and Urban Development to be used by Urban County Participants. It is understood and agreed that the Party's obligation under this Agreement is contingent upon the actual receipt of adequate federal funds to meet the liabilities under this Agreement; and

WHEREAS, the Party is interested in obtaining Engineering Services; and

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering recommendations in a manner which shall provide the necessary public service while preserving and enhancing to the greatest degree possible the natural and proposed environment in the PROJECT area; and

WHEREAS, the Party desires to engage the Engineer to render certain services in connection therewith;

NOW, THEREFORE, the participants do mutually agree as follows:

SECTION I
EMPLOYMENT OF THE ENGINEER

The Party agrees to employ the Engineer to furnish and provide the engineering services as stated in the following sections and upon receipt of such satisfactory services, the Party agrees to pay the Engineer as stated in the sections to follow.

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Water and Sewer Improvement Project** Account(s) **5005/06-80-0310-5000-8000.** *(See Exhibit A)*

2.1 Preliminary Phase

a. Attend preliminary conferences with the Party and, if requested, with the funding agency and other government agencies or interested parties regarding the project.

b. As may be required, comply and receive the Party and the funding agencies approval on all work.

c. Prepare preliminary engineering plans on the Project in sufficient detail to indicate clearly the problems involved and solutions recommended with the cost estimates.

d. Obtain the Party's approval of the work of this Preliminary Phase before proceeding with the next phase.

2.2 Design Phase

a. Attend the respective Party's meetings as requested for the purpose of explaining completed design work activities.

b. Advise the Party of any soil investigations or tests which, in the opinion of the Engineer, maybe required for the proper execution of the Project.

c. Provide all field information and surveys required for the design of the Project.

d. Plot field data and other survey information for the design of the Project.

e. Prepare detailed plans specification and contract documents and drawings (reproducible tracings) for construction authorized by the Party.

f. Furnish, if requested, the engineering data necessary for the Party to obtain permits required by local, state, and federal authorities.

g. Prepare cost estimates of authorized construction, based on prices for work. If such estimated costs exceed the monies available, the Party shall be consulted so that revisions can be made to reduce the cost as required.

h. Prepare all documents required for the advertisement and bidding of the Project in cooperation with the Party's staff.

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

a. Assist the Party in opening and tabulating bids for the construction of the Project, and advise the Party in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature, provide project construction supervision, to observe the progress and quality of the executed work and to determine if the work is proceeding in accordance with the contract documents.

d. Consult and advise with the Party and issue all instructions and Change Orders to the Contractor requested by the Party.

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project completed, a brief narrative of what problems have been encountered and the anticipated completion date.

f. Review shop and working drawings furnished by Contractors for general compliance with design concept and with information given in contract documents.

g. Review and provide a recommendation concerning samples, catalog data, schedules, shop drawings, laboratory, shape and mill tests of material and equipment and other data which the Contractor is required to submit, in compliance with the Contract Documents.

h. Prepare monthly and final estimates for payments to Contractors.

i. Upon receipt of notification by the Party that the work has been completed, the Engineer shall accompany the Party on the Final Inspection to assure that the total work has been completed in accordance with the Contract Documents.

J• Prior to the Party's dispersal of any retainage of funds, render a written opinion to the Party that the construction has been completed according to the Contract Documents and provide the Party with a certificate of completion and release of liens documents from subcontractors.

k. Provide the Party with sepia copies of as-built drawings of the constructed improvements, when

requested.

1. The Engineer will be responsible for interim and final inspection.

m. Furnish to the Party of **City of Weslaco** Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

If authorized in writing by the Party, the Engineer will furnish or obtain from others Additional Services of the following types which are not considered normal or customary basic services; these will be paid for by the Party as indicated in Section VI.

3.1 Services of a Resident Project Representative, and other field personnel as required, for on-the-site observations of construction, other than periodic visits covered in Section 2.3a herein.

3.2 Detailed mill, shop and/or laboratory inspection of materials or equipment.

3.3 Major revision of Contract drawings as distinguished from modifications due to change orders, modifications to reduce the cost of the project or modifications requested to meet federal, state, or local regulations.

SECTION IV
REIMBURSABLE EXPENSES

4.1 Travel and subsistence required for the Engineer and authorized by the Party to points other than within the County and Project site.

4.2 Additional copies of reports and specifications over six (6) copies and additional prints of drawings over six (6) copies.

4.3 Reimbursable expenses as provided in Section IV herein shall be paid to the Engineer on the basis of 1.1 times the Engineers actual cost.

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

5.2 Assist the Engineer by providing all available information pertinent to the Project including reports and any other data relative to design and construction of the Project.

5.3 Furnish the Engineer services or data as required such as appropriate professional interpretations 4

of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

5.4 Guarantee access to and make all provisions for the Engineer to enter upon public and private property as required for the Engineer to perform his services under this Agreement.

5.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals, and other documents presented by the Engineer.

5.6 Pay for all costs incident to advertising and obtaining bids or proposals from Contractors.

5.7 Provide such legal and accounting services required to discharge the Party's responsibility under the terms of this Agreement and any Agreement with any governmental agency as may be required for the project, and such auditing services as the Party may require to ascertain how or for what the purpose any Contractor has used the monies paid to him under the construction contract.

5.8 Give prompt written notice to the Engineer whenever the Party observes or otherwise becomes aware of any defect in the Project.

SECTION VI
PAYMENTS TO THE ENGINEER

The Party agrees to pay the Engineer for completed services as identified by the Party:

6.1 The Engineer shall be paid a total fixed amount of **$5,500.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

6.2 At Engineer's completion and Party's approval of the Engineer's services under the Preliminary Phase, Section II of this Agreement, Party shall pay a maximum of 15% of the sum set forth in Section 6.1 above.

6.3 At Engineer's completion and Party's approval of the Engineer's services under the Design Phase, Section II of this Agreement, Party shall pay a maximum of 60% of the sum set forth in Section 6.1 above.

6.4 At Engineer's completion and Party's approval of the Engineer's services under the Construction Phase, Section II of this Agreement, Party shall pay a maximum of 25% of the sum set forth in Section 6.1 above. Such sum to be paid periodically proportionately to the percentage of construction completed by the Contractor as determined by Engineer's reports.

6.5 For Additional Services as provided in Section III herein the Engineer shall be paid a sum of 1.1 times the Engineer's actual cost for such services.

SECTION VII
OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes developed in connection with services performed hereunder belong to, and remain the property of the Party, in consideration of which it is mutually agreed that the Party will use them solely in connection with the Project and as base material for possible future projects.

SECTION VIII
TERMINATION

The Party may terminate this Agreement at any time by a 30-day notice in writing to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise immediately discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practical after receipt of notice of termination, the Engineer shall submit a statement showing in detail the actual services that were performed under this Agreement to date of termination, the date such services were performed and the length of time spent by each person or party engaged in performing such services on each day,

The Party shall pay the Engineer a sum of money equal to the reasonable value of the service rendered by the Engineer to the Party in connection with the services performed under this Contract, less payments previously made by the Party to Engineer on work performed and expenses incurred by Engineer under the provisions of this Contract. Copies of all completed or partially completed designs, plans and specifications prepared under this Agreement shall be delivered to the Party when and if this Agreement is terminated, but subject to the restrictions as to their use, as set forth above.

Notwithstanding the above, the Engineer shall not be relieved of liability to the Party for damages sustained by the Party arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION IX
COUNTY AND CITY OFFICIALS

Engineer agrees that no County or City official or Party employee shall be personally liable for any of the obligation created under this Agreement, or for any matter which may arise out of the Project, or any activities related thereto and hereby holds the Party, its political bodies and its employees harmless from and indemnifies them from any liability from any matter arising from Engineer's negligent acts, errors or omissions related to Engineer's obligations created under this Agreement.

SECTION X
SUCCESSORS AND ASSIGNS

Party and Engineer each binds themselves, their partners, successors, executors, administrators, and assigns to the other party of Agreement in respect to all covenants of this Agreement. Neither the Party nor Engineer shall assign, sublet, or transfer interest in this Agreement without the written consent of the other.

SECTION XI
TIME OF PERFORMANCE

The Engineer contracts and agrees to commence work within ten (10) days from the date of written authorization to proceed and will complete the preparation of the preliminary phase and estimates by 90 days and will proceed upon authorization with final drawings, specifications, and contracts documents and complete same within the earliest practical time from such notice to proceed.

SECTION XII
VENUE

Venue and jurisdiction of any suit, right or cause of action arising under or in connection with this Contract shall lie exclusively in Hidalgo County, Texas.

SECTION XIII
CHANGES

The Party may, from time to time, request changes in the Scope of Services of the Engineer as may be mutually agreed to be performed hereunder. Such changes, including any increase or decrease in the amount of the Engineer's compensation, which are mutually agreed upon by and between the Party and the Engineer shall be incorporated in written amendments to the Contract.

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

The Engineer shall comply with all applicable laws, ordinances, and codes of the State and local governments, and the Engineer shall save the Party harmless with respect to any damages arising from any Engineer negligence done in performing any of the work embraced by this Contract.

SECTION XV
ASSIGNABILITY

The Engineer shall not assign any interest in this Contract, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written consent of the Party thereof; provided however, that claims for money due or to become due to the Engineer from the Party under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Party.

SECTION XVI
GENERAL

16.1 Audit The Party and/or any of its duly authorized representatives shall have access to any books, documents, papers, and records of the Engineer which are directly pertinent to this project for the purpose of making the audit, examination, excerpts, and transcriptions.

16.2 The Engineer agrees to compliance with the following Executive orders, Titles and Program Regulations, including any additional requirements that may be set forth by the Party.

a. Title VI of the Civil Rights Act - requires that no one may be denied access to benefits from projects which receive federal assistance.

b. Section 109 of the Housing and Community Development Act of 1974 - Nondiscrimination related to benefits from projects funded specifically under Title I of the Act.

c. Section 3 of the HUD Act of 1968 - requires that maximum effort be made to provide employment, training, and business opportunities to low income families and/or residents of the project area.

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

e. Executive Order 11246 (paragraph a-c for contracts under $10,000; paragraphs a-g for contracts over $10,000) - Equal Employment Opportunity.

Executive Order 11246. Executive Order 11246 and the regulations issued pursuant thereto (24 CFR Part 130) which provides that no person shall be discriminated against on the basis of race, color, religion, sex, or national origin in all phases of employment during the performance of federal or federally assisted contracts. Such consultants or subcontractors shall take affirmative action to ensure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation and selection for training and apprenticeship.

Equal Employment Opportunity for Activities and Contracts not Subject to Executive Order 11246, as amended. In carrying out the program, the Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Engineer shall take affirmative action to ensure that applicants for employment are employed and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not limited to the following: Employment, upgrading, demotion, or transfer; recruitment or other forms of compensation; and selection for training, including apprenticeship. The Engineer shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Government setting forth the provisions of this paragraph in all of its contracts for program work and will require all of its consultants for such work to incorporate such requirements in all subcontracts for program.

16.3 Interest of Certain Federal Officials: No member of or Delegate to the Congress of the United States and no Resident Commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

16.4 Interest of Members, Officers, or Employees of Public Body, Member of Local Governing Body, or other Public Officials: No member, officer, or employee of the County or City, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure for one year thereafter, shall have any interest, direct or indirect, to be performed in connection with the program assisted under the Agreement. The Engineer shall incorporate or cause to be incorporated in all such interest pursuant to the purpose of this Section.

SECTION XVII INSURANCE

The Engineer shall obtain and keep in force during the tern]. of its engagement on the Project, the insurance as follows:

17A A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

17.2 Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

17.3 A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability Insurance Policy providing additional coverage to all underlying liabilities of County consistent with potential exposure of County under the Texas Tort Claims Act;

17.4 Workers Compensation Insurance in amount established by Texas law, under the bidder is specifically exempted from the Texas Worker's Compensation Act, Texas Labor Code Chapter 401, et. seq.

17.5 All insurance policies must be written by an insurance company or companies acceptable to the Party.

SECTION XVIII
WARRANTY

18.1 Engineer represents and warrants to Owner all services rendered to Owner under this Agreement shall, at a minimum, comply with the Texas Engineering Practices Act (Tex. Civ. St. Ann., Article 3271) and rules of the Texas Board of Professional Engineers.

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **18th day of August, 2009.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2009.

_____

Engineer Signature

Firm Name: **Cruz-Hogan Consultants, Inc.**

Address: **605 E. Violet Avenue Suite 5**

City/ST/ZIP: **Mc Allen, Texas 78504**

FED ID #ISS #: **75-2441784**

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on this the ____ day of _____ , 20_____.
by_____ _____of and on behalf of (a corporation)(a partnership)(a sole proprietorship).
(title)

_____ _____
My commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

AI-16884 **14.A.**

Approval to apply for the Texas 1033 Surplus Property Program
CC REGULAR

Date:	08/18/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Constable Precinct No. 4
Department:	BUDGET & MANAGEMENT
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #4:
Approval to apply for the Texas 1033 Surplus Property Program with State of Texas for the transfer of property from the Department of Defense.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

No funding required. rc

Attachments

Link: Surplus Property Program Application

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 03:28 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/14/2009 10:03 AM	APRV
3	Auditor's Office	Monica Badillo	08/14/2009 05:31 PM	APRV

Form Started By: Rosie Cantu Started On: 08/07/2009 01:36 PM

Final Approval Date: 08/14/2009

TEXAS 1033 SURPLUS PROPERTY PROGRAM
Application Packet Instructions

To apply or reenroll in the Texas 1033 Surplus Property Program please complete the four (4) required parts of the application packet.

Note: The Chief Executive Official is the Chief of Police, County Sheriff or Constable. The Authorized Official for Police Departments is the Mayor, City Manager or City Administrator; for Counties it is the County Judge; for School Districts or Universities/Colleges it is the Superintendent or President.

1. LESO – Law Enforcement Agency Data Sheet
Complete the following fields on the LESO Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Address, City, State, Zip, Email, Phone and Fax – PO Boxes are not authorized
d. Number of Sworn Officers – enter quantity of sworn officers for each sub category (F/T. P/T, Reserve)
e. Screeners & Weapons POCs – List personnel that are authorized to screen and receive surplus property
f. Inventory Check – check the appropriate block for the type of loaned property
g. State & Local Agencies – enter Chief Executive Official's Name and Rank

DO NOT ENTER ANY DATA IN THE 'FEDERAL AGENCIES' BLOCK

2. TX 1033 – Supplemental Data Sheet
Complete the following fields on the State Data Sheet

a. Date – enter current date
b. Agency – enter agency's full name
c. Phone / Alternate Phone
d. Fax
e. Website – if applicable
f. Screener's Data – enter Rank, Name and Email address for each screener **(required)**
g. Weapons Officer's Data – enter Rank, Name and Email address for weapons POC
h. Agency Chief Executive Official – enter Name, Title and Email address **(required)**
i. Authorized Official – enter Name, Title and Email address **(required)**

3. TX 1033 – Application Letter
Read and complete the following fields on the Application Letter

a. Agency – enter agency's full name
b. Agency Chief Executive Official – enter Date, Name and Title of official
c. Authorized Official – enter Date, Name and Title of official

4. TX 1033 – Release of Liability
Read and complete the following fields on the Release of Liability

a. Agency – enter agency's full name
b. City / County – enter the city and county the applicant agency resides

c. Agency Chief Executive Official – enter Date, Name and Title of official
d. Authorized Official – enter Date, Name and Title of official

Print for Signature:

The Agency Chief Executive Official is required to sign all four forms in the designated area.

The Authorized Official is required to sign the Supplemental Data Sheet, Application Letter and Release of Liability in the designated area.

Submit for Approval:

The application packet can be either emailed to your assigned State Point of Contact or faxed to the Program's office at (512) 782-5683.

State Points of Contact:

Assigned, alphabetically to agencies A thru L:
SGT Audrey M. Foushee audrey.foushee@us.army.mil

Assigned, alphabetically to agencies M thru Z:
SGT Rondy L. Kilpatrick rondy.kilpatrick@us.army.mil

LAW ENFORCEMENT AGENCY
DATA SHEET

Date: 07-29-2009

Agency: HIDALGO COUNTY CONSTABLE PRECINCT 4

Address: 1212 SOUTH 25TH STREET

City: EDINBURG **State:** TEXAS **Zip Code:** 78542

Phone: (956) 383 - 8560 **Fax:** (956) 383 - 8565

Website (if applicable):

Number of Full-Time, Compensated, Sworn Officers: 14

Number of Full-Time Sworn Narcotics Officers: 1

Number of Full-Time Sworn Tactical Officers: 0

Number of Full-Time Sworn Diving Officers: 0

	RANK	NAME	E-MAIL ADDRESS
Screener #1[1]:	CONSTABLE	J.E. "EDDIE" GUERRA	EDDIE.GUERRA@CO.HIDALGO.TX.US
Screener #2[1]:	CHIEF DEPUTY	JOEL RIVERAA	JOEL.RIVERA@CO.HIDALGO.TX.US
Weapons Officer[1]:	DEPUTY CONSTABLE	MICHAEL E. ANZALDUA	MICHAEL.ANZALDUA@CO.HIDALGO.TX.US

	AGENCY CHIEF EXECUTIVE OFFICIAL	AUTHORIZED OFFICIAL[2]
Signature:		
Name:	J.E. "EDDIE" GUERRA	J.D. SALINAS
Title:	HIDALGO COUNTY CONSTABLE PRECINCT 4	HIDALGO COUNTY JUDGE
E-Mail:	EDDIE.GUERRA@CO.HIDALGO.TX.US	

STATE COORDINATOR APPROVAL

RUSSELL W. MALESKY, COL, TXANG
Commander, Texas Counterdrug Program
Texas 1033 Program

[1]MUST BE A SWORN OFFICER
[2]THIS INDIVIDUAL IS THE OFFICIAL AUTHORIZED TO APPLY FOR, ACCEPT, DECLINE, OR CANCEL PARTICIPATION OF THE APPLICANT AGENCY IN THE TEXAS 1033/1122 PROGRAM. THIS PERSON MAY BE A COUNTY JUDGE, MAYOR, CITY MANAGER/ADMINISTRATOR OR COLLEGE/UNIVERSITY PRESIDENT/DIRECTOR.

execute a separate transfer agreement with the United States Army, through the 1033 Program, for any small arms/weapons.

The LEA acknowledges that it is solely responsible for any and all costs associated with the transferred Property, including but not limited to, packing, crating, handling, transportation, repossession, and disposal.

The LEA acknowledges that Transferred Property may be disposed of only with the express approval of the 1033 Program and in accordance with local, state, federal laws, and the regulations and guidelines of the 1033 Program. The LEA specifically acknowledges that the preceding rule includes, but is not limited to the transfer, destruction or abandonment of any Transferred Property constituting small arms/weapons and weapons parts.

Subject to the conditions set forth herein, title to the Transferred Property is assumed by the LEA upon written acceptance hereof from the LEA.

The Chief Law Enforcement Executive and the Authorized Official signing below certify that he or she has the authority to legally bind the LEA.

LEA Chief Executive's Signature

2/30/05
Date

J.E. "EDDIE" GUERRA, CONSTABLE HIDALGO COUNTY PRECINCT 4
LEA Chief Executive's Typed Name & Title

Authorized Official's Signature **

Date

J.D. SALINAS, HIDALGO COUNTY JUDGE
Authorized Official's Typed Name & Title

* 28 U.S.C.548(b) – The term 'machine gun' means any weapon which shoots, is designed to shoot, or can be readily restored to shoot, automatically more than one shot, without manual reloading , by a single function of the trigger. The term shall also include the frame or receiver of any such weapon, any part designed and intended solely and exclusively, or combination of parts from which a machine gun can be assembled if such parts are in the possession or under the control of a person.

** Authorized Official – County Judge, Mayor, or City Manager/Administrator, University/College President or Director

TEXAS 1033 SURPLUS PROPERTY PROGRAM
RELEASE OF LIABILITY

AGENCY: HIDALGO COUNTY CONSTABLE PRECINCT 4, EDINBURG/ HIDALGO, Texas
City / County

The Texas Law Enforcement Agency (LEA) designated above acknowledges receipt of excess property from the Department of Defense pursuant to Section 1033 of the National Defense Authorization Act for Federal Fiscal Year 1997 (the "Act"). Such excess property transferred pursuant to the Act may include small arms and ammunition (hereinafter referred collectively as the "Transferred Property").

The LEA acknowledges that the Transferred Property is considered excess to the needs of the Department of Defense and that the Transferred Property may be in any condition from new to unserviceable. The LEA acknowledges that there may be hazards associated with the use of the Transferred Property, which could cause damage to property and serious injury or death. The term "use" with respect to the Transferred Property is acknowledged to include, but is not limited to, active deployment, passive transportation, and mere possession. The LEA agrees to provide appropriate or adequate training to any person who may use the property. The LEA agrees that it IS NOT the responsibility of the Department of Defense, the Office of the Governor's Criminal Justice Division ("CJD") or the State of Texas to provide appropriate or adequate training to any person using the Transferred Property.

Neither the Criminal Justice Division (CJD) nor the State of Texas assumes any liability for damages or injuries to any person or property arising from the use the Transferred Property. By signing this agreement, the LEA agrees to be solely responsible for any and all suits, actions, demands or claims of any nature arising from the use of the Transferred Property. The LEA agrees to maintain, at its expense, adequate liability and property damage insurance and workman's compensation insurance to cover any such claims.

The LEA accepts Transferred Property "as is" with no warranty of any kind. Neither CJD nor the State of Texas makes any claims or warranties, expressed or implied, concerning the Transferred Property, including but not limited to warranty of fitness for a particular purpose.

The LEA acknowledges that any item of the Transferred Property meeting the definition of "machine Gun" found in 26 U.S. C. 584(b)* must be registered with the Bureau of Alcohol, Tobacco, and Firearms (ATF) with an ATF Form-10 (Application for Registration of Firearm Acquired by Certain Governmental Entities). Upon receipt of a properly executed Form-10, ATF will accept the registration of the machine gun and notify the LEA. Any machine gun registered in this manner is restricted for law enforcement use only. The LEA agrees to provide CJD a copy of an approved Form-10 for each machine gun that is part of any Transferred Property received. The LEA must

TEXAS 1033 SURPLUS PROPERTY PROGRAM
APPLICATION LETTER

TO: JFTX-CD
Texas 1033/1122 Program
2200 W. 35TH Street
BLDG 41
Austin, TX 78703

SUBJECT: Request Authorization for Screening and Receiving

1. Our Agency request that the personnel listed on the attached Law Enforcement Agency (LEA) Data Sheet be granted authorization to screen for and receive excess federal property as defined in the Defense Authorization Act, 1997, Public Law 104-181 Section 1033, Transfer of Excess Personal Property.

2. We, the undersigned, understand and agree that failure to comply with the terms of this application is in direct conflict with the intent of this program, and failure on our agency's part to abide by the terms and conditions of the Texas 1033 Program may result in termination from the program and other sanctions including civil or criminal prosecution.

3. We understand and agree that we are responsible for all transportation costs incident to the redistribution or collection of any transferred property. Transferred property must be removed from the Defense Reutilization and Marketing Offices (DRMO) within fourteen (14) days or sooner if so directed by the DRMO. Failure to claim and remove property will result in the redistribution of the property to another agency.

4. We understand and agree that this property is transferred from the Department of Defense (DoD). Transferred property must have a direct application to the LEA's street law enforcement, arrest and apprehension mission. Transferred property may not be disposed of, bartered or transferred without prior notification, written authorization and instructions from the Texas 1033 Program Office, including instances in which property is no longer serviceable for law enforcement use.

5. We understand and acknowledge that at no time can transferred aircraft or weapons be sold. Failure to comply will result in eternal termination from the program and civil or criminal prosecution.

6. We have read and understand, in its entirety, the Texas Military Surplus Property and Procurement Program booklet. We understand and agree to comply with the terms and conditions of the Texas 1033 Program and have signed the Release of Liability Statement.

7. We understand that the Federal Freedom of Information Act and the Texas Open Records Act apply to all property received under the Texas 1033 Program.

8. We understand and agree that our authorization to screen and receive property expires one year from the Law Enforcement Support Office (LESO) authorization letter date. We also understand that it is our responsibility to submit a new Texas 1033 Program application packet in January of each year and a new LEA Data Sheet when there are any changes. Failure to comply will result in suspension of the program.

9. We understand that the inventory form (1033 Form A6) will be completed and maintained for all transferred property. Additionally, we acknowledge that the inventory form must be submitted twice a year (January and June) to maintain compliance with program policies. Failure to comply will result in suspension of the program.

10. We understand that if a vehicle is obtained through the Texas 1033 Program, the LEA will forward photocopies of both (1) the United States Government Certificate to Obtain Title to a Vehicle (SF 97); and (2) the Texas Certificate of Title (Form 30-C) to the Texas 1033 Program Office within thirty (30) days of receipt.

LEA CHIEF EXECUTIVE'S SIGNATURE

7/30/09
DATE

J.E. "EDDIE" GUERRA, CONSTABLE HIDALGO COUNTY PRECINCT 4
LEA CHIEF EXECUTIVE'S TYPED NAME & TITLE

AUTHORIZED OFFICIAL'S SIGNATURE *

DATE

J.D. SALINAS, HIDALGO COUNTY JUDGE
AUTHORIZED OFFICIAL'S TYPED NAME & TITLE

*AUTHORIZED OFFICIAL - County Judge, Mayor, or City Manager/Administrator, University/College President or Director.

AI-16901 **15.A.**

Reimbursement to Francisco B. Moreno

CC REGULAR

Date: 08/18/2009

Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

Presentation for discussion, consideration and approval of claim from Francisco B. Moreno in the amount of $55.22 for food purchased on June 25, 2009 for the 370th District Court Jury with authority for County Treasurer to issue payment after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1100-412-00-007-001-0-630

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 08/11/09.

Attachments

Link: food for 370th D.C. Jury

Link: Affidavit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/11/2009 02:31 PM	APRV
2	Sylvia Solis	Sylvia Solis	08/12/2009 01:51 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Esther Contreras

Started On: 08/10/2009 01:33 PM

Final Approval Date: 08/14/2009

Pizza Hut
#XXXXXX
XXXXXXXXXXX
XXXXXX
XXXXXXXXX
Manager:

[redacted]

Ticket 10059
Rack # 005

(956)451-2662
FRANK
[redacted]
Cash Or Credit Only

06-25-2009 08:29 PM
Ticket Start Time 8:29:25 PM

Srvr: MICHAEL C
Tabl:
Gst#: 0

[redacted]

DELIVERY CHARGE	2.25
TENDER CASH	
2 LARGE THIN	27.98
Pepperoni	
2 LARGE THIN	27.98
Italian Sausage	
2 =10 STIX No CHZ	11.98
CALCULATOR	-13.98
CALCULATOR	-13.98
TSF Fmly Chkn Alfrdo	12.99

Sub[redacted] 55.22
[redacted]
Amount Due 55.22

Thank You
We appreciate your business
Visit our web site at:
www.pizzahutrgv.com

INVOICE RECEIVED BY:
[redacted] on 6-25-09
GOODS/SERVICES RECEIVED BY:
on 6-25-09

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

I, FRANCISCO B. MORENO, hereby state that the item(s) listed on the invoice(s) named

below were purchased for the exclusive use of Hidalgo County:

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
10059	06-25-09	$ 55.22	PIZZA HUT
	TOTAL:	$ 55.22	

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: FMoreno

TITLE: COURT REPORTER
PERSON MAKING PURCHASE

Before me Ginna Alvarez, a Notary Public, appeared Frank Moreno 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/S further stated that h/s requested payment of the same.

GINNA ALVAREZ
My Commission Expires
May 27, 2012

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

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

AI-16951 **16.A.**

Approval of 2009-2010 Crime Victim Coordinator Budget

CC REGULAR

Date:	08/18/2009
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Submitted For:	Roy Cazares
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the Crime Victim Coordinator Grant
2. Approval of FY 2010 appropriation of funds for the Crime Victim Coordinator Grant, Fund 1281, in the amount of $37,241.00.
3. Approval to decrease the budgeted salary for slot #G004 (Fund 1222) from $10,815.00 to $9,654.00 for cost allocation.
4. Approval of Crime Victim Coordinator Grant (1281) salary schedule and revised DA Bad Check (1222) salary schedule.

BACKGROUND

The Office of the Attorney General awarded the District Attorney's Office $74,482.00 for FY2010 and FY2011 ($37,241.00 per year). Grant award was accepted by Commissioners' Court on 08/04/09 (Refer to AI-16734). The award is for a two year period (09/01/09 to 08/31/11). At this time, our office is submitting the grant budget for the first year of the grant.

Fiscal Impact

FISCAL YEAR: 2009-2010 **ACCT. #:** 9-1281-412-00-080-011-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $37,241.00 for the Crime Victim Coordinator Grant for FY 2010.

Revenue Acct #9-1281-334-10-080-011-0-000 "Crime Victim Coordinator Revenues"

Attachments

Link: CrimeVictimCoordinator

Link: Cert. of Revenue

Link: Crime Victim Coor. Budget

Link: Appropriation

Link: Salary schedule

Link: Revised salary schedule- DA Bad Ck

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 09:13 AM	APRV
2	Sylvia Solis	Sylvia Solis	08/14/2009 03:35 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Roy Cazares

Started On: 08/12/2009 04:34 PM

Final Approval Date: 08/14/2009

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

Maximum Liability of the OAG for Each Fiscal Year. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

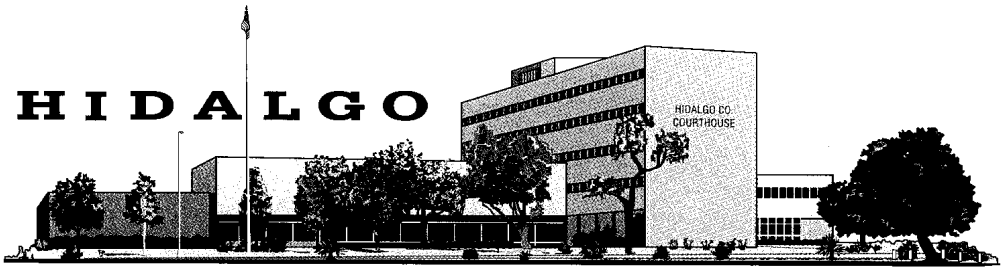
For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS**.

State Fiscal Years 2010 and 2011 Budget. Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**FY 2010**	**FY 2011**
Personnel	$37,241	$37,241
Fringe Benefits	$0	$0
Professional & Consultant Services	$0	$0
Travel	$0	$0
Equipment	$0	$0
Supplies	$0	$0
Other Direct Operating Expenses	$0	$0
Total	**$37,241**	**$37,241**

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

August 17, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General (OAG) for the Victim Coordinator and Liaison Grant (VCLG) program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$74,482.00	OAG Contract No. 1014273

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8-17-09
Date

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.

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

NOTICE OF GRANT AWARD

July 27, 2009

The Honorable Juan D. Salinas, III
Hidalgo County District Attorney's Office
100 E. Cano, 2nd Floor
Edinburg, TX 78539

Congratulations! Your application for a Victim Coordinator and Liaison Grant (VCLG) for fiscal year (FY) 2010-2011 was reviewed by the Office of the Attorney General (OAG). We are pleased to inform you that your project is approved for a VCLG award.

THREE COPIES OF THE ENCLOSED CONTRACT MUST BE SIGNED BY THE AUTHORIZED OFFICIAL AND RETURNED TO THE FOLLOWING ADDRESS:

Office of the Attorney General
Grants Administration Division, Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Authorized Official is required to sign page 16 of all three copies of the contract provided. All three signed contracts must be returned to the OAG **on or before Thursday, August 6, 2009.**

Any delay in returning the contracts to the OAG may cause delay in the proposed effective date of September 1, 2009. Delay in returning the contracts may also be considered by the OAG as a rejection of the grant award and the OAG may deobligate funds.

After we receive the signed grant contracts, you will be assigned a Grant Manager. The Grant Manager will be your contact with our office on all matters regarding your grant. If you have any questions prior to being assigned a Grant Manager, please email OAG-Grants@oag.state.tx.us or contact Jennifer McShane at (512) 936-1278.

Sincerely,

Debra F. Owens

Debra F. Owens, Division Chief
Grants Administration Division

GRANT CONTRACT BETWEEN
THE OFFICE OF THE ATTORNEY GENERAL
AND
HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE
FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

This contract is executed between the Office of the Attorney General (OAG) and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE (GRANTEE) for certain grant funds. The Office of the Attorney General and HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE may be referred to in this contract individually as "Party" or collectively as "Parties."

SECTION 1. PURPOSE OF THE CONTRACT

The purpose of the Victim Coordinator and Liaison Grant (VCLG) program is to fund the mandated positions described in the Texas Code of Criminal Procedure, Article 56.04, specifically Victim Assistance Coordinators (VAC) in prosecutor offices and Crime Victim Liaisons (CVL) in law enforcement agencies. It is intended that the grants will be awarded through a competitive selection and allocation process taking into consideration, among other criteria, the number of victims that may be served by a program. The purpose of this grant contract is to provide reasonable contractual controls to ensure that the public purposes of the grant are achieved. In addition to the duties imposed in the Texas Code of Criminal Procedure, Article 56.04 (and more specifically described in Article 56.02), VACs and CVLs are also expected to promote and educate the community and other professionals about victim rights and services in an effort to identify crime victims and provide or refer them to needed services. In general, and subject to the limitations of each specific grant contract with each VCLG Grantee, VCLG grant contracts awarded must be used for victim-related services or assistance.

SECTION 2 TERM OF THE CONTRACT

This contract shall begin on September 1, 2009 and shall terminate August 31, 2011, unless it is terminated earlier in accordance with another provision of this contract. The OAG is not obligated to reimburse expenses that were incurred prior to the commencement or after the termination of this contract.

SECTION 3 GRANTEE'S CONTRACTUAL SERVICES

3.1 GRANTEE's Compliance with the OVAG/VCLG FY 2010-2011 Grant Application Kit. GRANTEE will comply with the terms and conditions as set forth and required in the OVAG/VCLG FY 2010-2011 Grant Application Kit ("Application Kit") if not supplemented, amended or adjusted by the OAG, as acknowledged by GRANTEE.

3.2 Establishment of Final Project Budget, Targets, Outputs, Outcomes, and Special Conditions.
The OAG, at its sole discretion, establishes the initial Budget for this grant project, as reflected on the attached Exhibit A. If any adjustments were made by the OAG to GRANTEE's budget, those adjustments will be reflected on the attached Exhibit A. The final Narrative, as submitted by GRANTEE, is attached as Exhibit B. If any Special Conditions were imposed by the OAG, those provisions will be reflected on the attached Exhibit C.

The OAG, at its sole discretion, will establish the final project targets, outputs, and outcomes. In addition, the OAG, at its sole discretion, may adjust GRANTEE's budget, targets, outputs, outcomes, and/or any other items as deemed appropriate by the OAG, at any time, during the term of this contract.

SECTION 4 GRANTEE'S OBLIGATIONS AND REQUIRED REPORTS

4.1 General Matters

4.1.1 Required Reports; Form of Reports; Filings with the OAG. GRANTEE shall forward to the OAG, the applicable reports on forms as specified by the OAG. GRANTEE shall establish procedures to ensure that it files each document or form required by the OAG in an accurate and timely manner. Unless filing dates are given herein, all other reports and other documents that GRANTEE is required to forward to the OAG shall be promptly forwarded. From time to time, the OAG may require additional information from GRANTEE.

4.1.2 Cooperation; Additional Information. GRANTEE shall cooperate fully with the OAG. In addition to the information contained in the required reports, other information may be required as requested by the OAG.

4.1.3 Notification of Changes in Organization, Changes in Authorized Official or Grant Contact. GRANTEE shall submit within ten (10) business days notice to the OAG of any change of the following: GRANTEE's name; contact information; key personnel, officer, director or partner; organizational structure; legal standing; or authority to do business in Texas. GRANTEE shall promptly notify the OAG, preferably in advance, of a change in address or main telephone number of GRANTEE. A change in GRANTEE's name requires an amendment to the contract.

GRANTEE must submit a written request by the governing body on GRANTEE's letterhead, with original signature, to change an Authorized Official. GRANTEE, by an email, fax or GRANTEE letterhead signed by the Authorized Official, may request a change to the Grant Contact.

4.1.4 Standards for Financial and Programmatic Management. GRANTEE and its governing body shall bear full and sole responsibility for the integrity of the fiscal and programmatic management of the organization.

Such fiscal and programmatic management shall include accountability for all funds and materials received from the OAG; compliance with OAG rules, policies and procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and/or the OAG's monitoring processes. Ignorance of any contract provisions or other requirements referenced in this contract shall not constitute a defense or basis for waiving or failing to comply with such provisions or requirements.

GRANTEE shall develop, implement, and maintain financial management and control systems that include appropriate financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs; financial management systems, including accurate and complete payroll, accounting, and financial reporting records; cost source documentation; effective internal and budgetary controls; determination of reasonableness, allocation of costs; and timely and appropriate audits and resolution of any findings; and annual financial statements, including statements of financial position, activities, and cash flows, prepared on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP) or other recognized accounting principle.

4.1.5. Security and Confidentiality of Records. GRANTEE shall establish a method to secure the confidentiality of records and other information relating to services provided in accordance with applicable federal and state law, rules and regulations. This provision shall not be construed as limiting the OAG's access to such records and other information.

4.2 Programmatic Reports

4.2.1 Quarterly Statistical (Performance) Reports. GRANTEE shall forward to the OAG quarterly statistical reports no later than the 30th day of each month following the end of the quarter. The four quarters end on the last day of the month of November, February, May and August. Accordingly, quarterly statistical reports, for each quarter, are due on or before December 30, 2009, March 30, 2010, June 30, 2010, September 30, 2010, December 30, 2010, March 30, 2011, June 30, 2011 and continuing until the last quarterly statistical report which is due on or before September 30, 2011.

Contents of Quarterly Statistical Reports. The quarterly statistical reports shall contain, at a minimum, information on the following statistical measures:

a. Targets as established by the OAG;

b. Outputs and Outcomes as established by the OAG; and
c. Program Impact Narratives.

4.2.2 Written Explanation of Variance. GRANTEE is required to provide a written explanation to the OAG for any variances on the quarterly statistical report for any year-to-date performance by GRANTEE that varies from projected performance. In addition to the written explanation, GRANTEE shall promptly answer any questions of the OAG, whether in writing or otherwise, in connection with the quarterly and annual reports presented to the OAG.

4.2.3 Other Program Reports. GRANTEE shall cooperate fully in any social studies, fiscal or programmatic monitoring, auditing, evaluating, and other reviews pertaining to services rendered by GRANTEE which may be conducted by the OAG or its designees.

GRANTEE shall submit service delivery reports required by the contract or self-evaluations of performance and other reports requested by the OAG in appropriate format and on a timely basis and make available at reasonable times and for reasonable periods, client records and other programmatic or financial records, books, reports, and supporting documents for reviewing and copying by the OAG or its designees.

4.3 Financial Matters

4.3.1 Annual Budgets. With regard to the use of funds pursuant to this contract, GRANTEE will immediately review the annual budget for each fiscal year as shown on Exhibit A.

4.3.2 Monthly Request for Reimbursement and Financial Status Report. OVAG grant funds are paid on a cost reimbursement basis. GRANTEE will submit, each month, a monthly request for reimbursement for the actual and allowable allocable costs incurred by GRANTEE for project costs to provide services under this contract. The payments made to GRANTEE shall not exceed its actual and allowable allocable costs to provide the services under this contract.

The request for reimbursement will be submitted to the OAG in the form and manner as approved by the OAG and will specify the detailed and total expenses for the month, in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses. The request for reimbursement must be accompanied by supporting documentation as required by the OAG. The OAG may from time to time require different or additional supporting documentation.

A financial status report is required each month, whether GRANTEE has paid expenses, or is seeking reimbursement.

4.3.3 Fiscal Year End Required Reports. On or before October 15, 2010 and October 15, 2011, GRANTEE will submit fiscal year end required reports.

a. **Record of Reimbursement.** GRANTEE will submit a reconciled record of its expenses for the prior fiscal year in the following cost categories: (i) personnel and fringe benefits, reported separately, (ii) professional and consulting services, (iii) travel, (iv) equipment, (v) supplies, and (vi) other direct operating expenses.

b. **Equipment Inventory Report.** GRANTEE will submit an Equipment Inventory Report which provides record of the current inventory of items purchased, disposed, replaced or transferred of any equipment purchased with grant funds.

4.3.4 Annual Independent Financial Audit Report. Unless otherwise noted on Exhibit C (Special Conditions), GRANTEE shall timely submit to the OAG a copy of its annual independent financial audit – "timely" means on or before May 31, 2010 and on or before May 31, 2011 for a grantee whose fiscal year ends on August 31 of each year; otherwise, the timely submission to the OAG is on or before nine (9) months after the end of GRANTEE's accounting year. GRANTEE will contract an independent CPA firm to perform an annual financial audit engagement. GRANTEE's independent CPA firm will determine the type of annual financial audit, which may include a compliance attestation in accordance with the requirements of OMB Circular A-133 (audits of State, Local Government, and Non-Profit Organizations) and/or Texas Single Audit Circular (Single Audit or non-Single Audit financial audit). If applicable, GRANTEE will provide the OAG with any and all annual independent financial audits or audited financial statements, related management letters, and management responses of GRANTEE.

4.3.5 Timing of Submission of Request for Reimbursement to the OAG; Close-Out Invoice. GRANTEE is responsible for submitting bills in an accurate and timely manner, and shall make every reasonable effort to submit monthly billings to the OAG, which cover the previous month's expenses, so that they are received by the OAG on or before the twentieth (20^{th}) day of each month, or if the 20^{th} falls on a weekend or holiday, the next business day. The OAG will make all reasonable efforts to promptly process and make payments on properly completed billings. GRANTEE may submit a final invoice not later than the earlier of (1) forty-five (45) calendar days after termination of this contract; or (2) forty-five (45) calendar days after the end of each state fiscal year.

4.3.6 Reimbursement of Actual and Allowable Costs. The OAG shall only reimburse costs incurred and paid by GRANTEE during the term of this contract. The OAG shall only reimburse GRANTEE for employee costs that are directly related to performing the responsibilities of this contract.

4.3.7 Refunds and Deductions. If the OAG determines that GRANTEE has been overpaid grant funds under this contract, such as payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, GRANTEE shall refund that amount of the OAG reimbursement identified by the OAG as an overpayment. The OAG may offset and deduct the amount of the overpayment from any amount owed to GRANTEE, as a reimbursement, but not yet paid by the OAG to GRANTEE. The OAG may choose to require a payment directly from GRANTEE rather than offset and deduct a specified amount. GRANTEE shall refund any

overpayment to the OAG within thirty (30) calendar days of the receipt of the notice of the overpayment from the OAG unless an alternate payment plan is specified by the OAG.

4.3.8 Purchase of Equipment; Maintenance and Repair; Title upon Termination. GRANTEE shall not give any security interest, lien or otherwise encumber any item of equipment purchased with contract funds. GRANTEE shall permanently identify all equipment purchased under this contract by appropriate tags or labels affixed to the equipment. GRANTEE shall maintain a current inventory of all equipment or assets, which is available to the OAG at all times upon request.

GRANTEE will administer a program of maintenance, repair, and protection of equipment or assets under this contract so as to ensure the full availability and usefulness of such equipment or assets. In the event GRANTEE is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided under this contract, it shall use the proceeds to repair or replace said equipment or assets.

To the extent that the OAG reimburses GRANTEE for its purchase of equipment and supplies with funds from this contract, GRANTEE agrees that upon termination of the contract, title to or ownership of all such purchased equipment and supplies, at the sole option of the OAG, shall remain with the OAG.

4.3.9 Direct Deposit. GRANTEE may make a written request to the OAG to be placed on Direct Deposit status by completing and submitting to the OAG the State Comptroller's Direct Deposit Authorization Form. After the direct deposit request is approved by the OAG and the setup is completed on the Texas Identification Number System by the State Comptroller's Office, payment will be remitted by direct deposit and the OAG will discontinue providing GRANTEE with copies of reimbursement vouchers.

SECTION 5 OBLIGATIONS OF OAG

5.1 Monitoring. The OAG is responsible for closely monitoring GRANTEE to ensure the effective and efficient use of grant funds to accomplish the purposes of this contract.

5.2 Maximum Liability of OAG. The maximum liability of the OAG for each fiscal year is contained in the attached Exhibit A. Any change to the maximum liability must be supported by a written amendment to this contract.

5.3 Reimbursement of Grantee Expenses. The OAG shall be liable to reimburse GRANTEE for all actual and allowable allocable costs incurred by GRANTEE pursuant to this contract. The OAG is not obligated to pay unauthorized costs.

5.4 Contract Not Entitlement or Right. Reimbursement with contract funds is not an entitlement or right. Reimbursement depends, among other things, upon strict compliance with all

terms, conditions and provisions of this crisis.

SECTION 6 TERMINATION

6.1 Termination for Convenience. Either Party may, at its sole discretion, terminate this contract in whole or in part, without recourse, liability or penalty, upon thirty (30) calendar days notice to the other party.

6.2 Termination for Cause. In the event that GRANTEE fails to perform or comply with an obligation of the terms, conditions and provisions of this contract, the OAG may, upon written notice of the breach to GRANTEE, immediately terminate all or any part of this contract.

6.3 Termination Not Exclusive Remedy; Survival of Terms and Conditions. Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this contract.

Termination of this contract for any reason or expiration of this contract shall not release the Parties from any liability or obligation set forth in this contract that is expressly stated to survive any such termination or by it nature would be intended to be applicable following any such termination. The following terms and conditions, (in addition to any others that could reasonable be interpreted to survive but are not specifically identified), survive the termination or expiration of this contract: Sections 4.2.1; 4.2.2; 4.2.3; 4.3.2; 4.3.3; 4.3.4; 4.3.5; 4.3.7; 4.3.8; Section 7; Section 11.1; 11.2; 11.3; 11.10; 11.11; Section 12.

SECTION 7 AUDIT RIGHTS; RECORDS RETENTION

7.1 Duty to Maintain Records. GRANTEE shall maintain adequate records to support its charges, procedures, and performances to the OAG for all work related to this contract. GRANTEE also shall maintain such records as are deemed necessary by the OAG, OAG's auditor, the State Auditor's Office or other auditors of the State of Texas, the United States, or such other persons or entities designated by the OAG, to ensure proper accounting for all costs and performances related to this contract.

7.2 Records Retention. GRANTEE shall maintain and retain for a period of four (4) years after the submission of the final expenditure report, or until full and final resolution of all audit or litigation matters which arise after the expiration of the four (4) year period after the submission of the final expenditure report, whichever time period is longer, such records as are necessary to fully disclose the extent of services provided under this contract, including but not limited to any daily activity reports and time distribution and attendance records, and other records that may show the basis of the charges made or performances delivered.

7.3 Audit Trails. GRANTEE shall maintain appropriate audit trails to provide accountability for updates to mission critical information, charges, procedures, and performances. Audit trails maintained by GRANTEE will, at a minimum, identify the supporting documentation prepared by GRANTEE to permit an audit of the system by tracing the activities of individuals through the system. GRANTEE's automated systems must provide the means whereby authorized personnel have the ability to audit and to verify contractually required performances and to establish individual accountability for any action that can potentially cause access to, generation of, or modification of confidential information.

7.4 Access and Audit. GRANTEE shall grant access to and make available copies of all paper and electronic records, books, documents, accounting procedures, practices, and any other items relevant to the performance of this contract, compliance with the applicable state or federal laws and regulations, and the operation and management of GRANTEE to the OAG or its designees for the purposes of inspecting, auditing, or copying such items. GRANTEE will direct any contractor to discharge GRANTEE's obligations to likewise permit access to, inspection of, and reproduction of all books and records of the subcontractor(s) that pertain to this contract. All records, books, documents, accounting procedures, practices, and any other items, in whatever form, relevant to the performance of this contract, shall be subject to examination or audit. Whenever practical as determined at the sole discretion of the OAG, the OAG shall provide GRANTEE with up to five (5) business days advance notice of any such examination or audit.

7.5 Location. Any audit of records shall be conducted at GRANTEE's principal place of business and/or the location(s) of GRANTEE's operations during GRANTEE's normal business hours. GRANTEE shall provide to OAG or its designees, on GRANTEE's premises (or if the audit is being performed of a subcontractor, the subcontractor's premises if necessary) private space, office furnishings (including lockable cabinets), telephone and facsimile services, utilities and office-related equipment and duplicating services as OAG or its designees may reasonably require to perform the audits described in this contract.

SECTION 8 SUBMISSION OF INFORMATION TO THE OAG

The OAG will designate methods for submission of information to the OAG by GRANTEE. The OAG generally requires submission of information via email or hard copy format. Some reporting requirements must occur via the internet and/or a web-based data collection method.

8.1 Programmatic Reports and Information (excluding Financial Reports). All quarterly statistical reports, annual performance reports, correspondence, reports or notices, except financial reports specified below, must be submitted via email to:

OAG-Grants@oag.state.tx.us

If requested or approved by the OAG, other programmatic reports, may be submitted to:

Program Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

8.2 Financial Reports (excluding Programmatic Reports and Information). All financial status reports, requests for reimbursement, audits, and inventory reports, must be submitted in hard copy format to:

Financial Manager – Grants Administration Division
Office of the Attorney General
Mail Code 005
Post Office Box 12548
Austin, Texas 78711-2548

The Annual Independent Financial Audit and related documents, as well as any other reports, if requested or approved by the OAG, may be submitted to:

OAG-Grants@oag.state.tx.us

SECTION 9 CORRECTIVE ACTION PLANS AND SANCTIONS

The Parties agree to make a good faith effort to identify, communicate and resolve problems found by either the OAG or GRANTEE.

9.1 Corrective Action Plans. If the OAG finds deficiencies with GRANTEE's performance under this contract, the OAG, at its sole discretion, may impose one or more of the following remedies as part of a corrective action plan: increase monitoring visits; require additional or more detailed financial and/or programmatic reports be submitted; require prior approval for expenditures; require additional technical or management assistance and/or make modifications in business practices; reduce the contract amount; and/or terminate this contract. The foregoing are not exclusive remedies, and the OAG may impose other requirements that the OAG determines will be in the best interest of the State.

9.2 Financial Hold. Failure to comply with submission deadlines for required reports, invoices, or other requested information, may result in the OAG, at its sole discretion, placing GRANTEE on immediate financial hold without further notice to GRANTEE and without first requiring a corrective action plan. No reimbursements will be processed until the requested information is submitted. If GRANTEE is placed on financial hold, the OAG, at its sole discretion, may deny reimbursement requests associated with expenses incurred during the time GRANTEE was placed on

financial hold.

9.3 Sanctions. In addition to financial hold, the OAG, at its sole discretion, may impose other sanctions without first requiring a corrective action plan. The OAG, at its sole discretion, may impose sanctions, including, but not limited to, withhold or suspend funding, offset previous reimbursements, require repayment, disallow claims for reimbursement, reduce funding, terminate this contract and/or any other appropriate sanction.

9.4 No Waiver. Notwithstanding the imposition of corrective actions, financial hold and/or sanctions, GRANTEE remains responsible for complying with the contract terms and conditions. Corrective action plans, financial hold and/or sanctions do not excuse or operate as a waiver of prior failure to comply with this contract.

SECTION 10 GENERAL TERMS AND CONDITIONS

10.1 Federal and State Laws, Rules and Regulations, Directives, Guidelines, OMBs and Other Relevant Authorities. GRANTEE agrees to comply with all applicable federal and state laws, rules and regulations, directives, guidelines, OMB circulars, or any other authorities relevant to the performance of GRANTEE under this contract.

10.2 Uniform Grant Management Act, UGMS and Applicable Standard Federal and State Certifications and Assurances. GRANTEE agrees to comply with applicable laws, executive orders, regulations and policies as well as the Uniform Grant Management Act of 1981 (UGMA), Texas Government Code, Chapter, 783, as amended, GRANTEE agrees to comply with Uniform Grant Management Standards (UGMS), as promulgated by the Governor's Budget and Planning Office. GRANTEE agrees to comply with the applicable Office of Management and Budget (OMB) Circulars A-21, A-87 or A-122 relating to cost principles; OMB Circular 1-110 relating to administrative Requirements; and OMB Circular 1-133 relating to audit requirements. GRANTEE also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart A, ___14, State Assurances. Further, GRANTEE agrees to comply with the applicable OAG Certifications and Assurances, as contained in the Application Kit, including, but not limited to, the equal employment opportunity program certification, disclosure and certification regarding lobbying, non-procurement debarment certification, drug-free workplace certification, annual single audit certification, compliance with annual independent financial audit filing requirement, compliance with UGMS and the applicable OMB circulars, return of grant funds in the event of loss or misuse, and conflict of interest.

10.3 Generally Accepted Accounting Principles or Other Recognized Accounting Principles. GRANTEE shall adhere to Generally Accepted Accounting Principles (GAAP) promulgated by the American Institute of Certified Public Accountants, unless other recognized accounting principles are required by GRANTEE, and follow OAG fiscal management policies and procedures in

processing and submitting for reimbursement GRANTEE's billing and maintaining financial records related to this contract.

10.4 Conflicts of Interest; Disclosure of Conflicts. GRANTEE has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or employee of the OAG, at any time during the negotiation of this contract or in connection with this contract, except as allowed under relevant state or federal law. GRANTEE will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. GRANTEE will operate with complete independence and objectivity without actual, potential or apparent conflict of interest with respect to their performance under this contract. GRANTEE must disclose, in writing, within fifteen (15) calendar days of discovery, any existing or potential conflicts of interest relative to their performance under this contract.

10.5 Compliance with Regulatory and Licensing Bodies. GRANTEE agrees that it has obtained all licenses, certifications, permits and authorizations necessary to perform the responsibilities of this contract and currently is in good standing with all regulatory agencies that regulate any or all aspects of GRANTEE's business or operations. GRANTEE agrees to remain in good standing with the Texas Secretary of State, Texas Comptroller of Public Accounts and related Federal governmental bodies related to GRANTEE's right to conduct it business in Texas. GRANTEE agrees to comply with all applicable licenses, legal certifications, inspections, and any other applicable local ordinance, state, or federal laws.

SECTION 11 SPECIAL TERMS AND CONDITIONS

11.1 Independent Contractor Status; Indemnity and Hold Harmless Agreement. GRANTEE expressly agrees that it is an independent contractor and under no circumstances shall any owners, incorporators, officers, directors, employees, or volunteers of GRANTEE be considered a state employee, agent, servant, joint venturer, joint enterpriser or partner of the OAG or the State of Texas. GRANTEE agrees to take such steps as may be necessary to ensure that each contractor of GRANTEE will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, joint enterpriser or partner of OAG.

All persons furnished, used, retained, or hired by or on behalf of GRANTEE or any of their contractors shall be considered to be solely the employees or agents of GRANTEE or the contractors. GRANTEE or contractors shall be responsible for ensuring that there is payment of any and all appropriate payments, such as unemployment, workers compensation, social security, any benefit available to a state employee as a state employee, and other payroll taxes for such persons, including any related assessments or contributions required by law.

GRANTEE or contractors are responsible for all types of claims whatsoever due to the actions or performance under this contract, including, but not limited to, the use of automobiles or other transportation, taken by its owners, incorporators, officers, directors, employees, volunteers or any third parties and GRANTEE and/or contractors will indemnify and hold harmless the OAG and/or the State of Texas from and against any and all claims arising out of their actions or performance under this contract. GRANTEE agrees to indemnify and hold harmless the OAG and/or the State of Texas from any and all liability, actions, claims, demands, or suits, and all related costs, attorney fees, and expenses, that arise from or are occasioned by the negligence, misconduct, or wrongful act or omission of GRANTEE, its employees, representatives, agents, or subcontractors in their performance under this contract.

11.2 Publicity. GRANTEE shall not use the OAG's name or refer to the OAG directly or indirectly in any media release, public service announcement or public service disclosure relating to this contract or any acquisition pursuant hereto, including in any promotional or marketing materials, without first obtaining the written consent from the OAG. This section is not intended and does not limit GRANTEE's ability to comply with its obligations and duties under the Texas Open Meetings Act and/or the Texas Public Information Act.

11.3 Intellectual Property. GRANTEE understands and agrees that where funds obtained under this contract may be used to produce original books, manuals, films, or other original material and intellectual property, GRANTEE may copyright such material subject to the royalty-free, non-exclusive, and irrevocable license which is hereby reserved by the OAG and GRANTEE hereby grants to the OAG or the state (or federal government, if federal funds are expended in this grant) government. The OAG is granted the unrestricted right to use, copy, modify, prepare derivative works, publish and distribute, at no additional cost to the OAG, in any manner the OAG deems appropriate at its sole discretion, any component of such intellectual property made the subject of this contract.

11.4 Program Income. Gross income directly generated from the OVAG grant funds through a project or activity performed under this contract are considered program income. Unless otherwise required under the terms of this contract, any program income shall be used by GRANTEE to further the program objectives of the project or activity funded by this grant, and the program income shall be spent on the same project or activity in which it was generated. GRANTEE shall identify and report this income in accordance with the OAG's reporting instructions. GRANTEE shall expend program income during this contract term; program income not expended in this contract term shall be refunded to the OAG.

11.5 No Supplanting. GRANTEE shall not supplant or otherwise use funds from this contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this contract.

11.6 No Solicitation or Receipt of Funds on Behalf of OAG. It is expressly agreed that any solicitation for or receipt of funds of any type by GRANTEE is for the sole benefit of GRANTEE

and is not a solicitation for or receipt of funds on behalf of the OAG or the Attorney General of the State of Texas.

11.7 No Subcontracting or Assignment Without Prior Written Approval of OAG. GRANTEE may not subcontract or assign any of its rights or duties under this contract without the prior written approval of the OAG. It is within the OAG's sole discretion to approve any subcontracting or assignment. In the event OAG approves subcontracting or assignment by GRANTEE, GRANTEE will ensure that its contracts with others shall require compliance with the provisions of this contract to the extent compliance is needed to support GRANTEE's compliance with this contract. GRANTEE, in subcontracting for any performances specified herein, expressly understands and agrees that it is not relieved of its responsibilities for ensuring that all performance is in compliance with this contract and that the OAG shall not be liable in any manner to GRANTEE's subcontractor(s).

11.8 No Grants to Certain Organizations. Consistent with Rider 12, in S.B. 1, Article I, Strategy C.1.2, Victims Assistance, 81st Leg. Reg. Sess. (2009), GRANTEE confirms that by executing this contract that it does not make contributions to campaigns for elective office or endorse candidates.

11.9 No Waiver of Sovereign Immunity. The Parties agree that no provision of this contract is in any way intended to constitute a waiver by the OAG or the State of Texas of any immunities from suit or from liability that the OAG or the State of Texas may have by operation of law.

11.10 Governing Law; Venue. This contract is made and entered into in the State of Texas. This contract and all disputes arising out of or relating thereto shall be governed by the laws of the State of Texas, without regard to any otherwise applicable conflict of law rules or requirements.

Except where state law establishes mandatory venue, GRANTEE agrees that any action, suit, litigation or other proceeding (collectively "litigation") arising out of or in any way relating to this contract shall be commenced exclusively in the Travis County District Court or the United States District Court in the Western District, Austin Division, and to the extent allowed by law, hereby irrevocably and unconditionally consent to the exclusive jurisdiction of those courts for the purpose of prosecuting and/or defending such litigation. GRANTEE hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that GRANTEE is not personally subject to the jurisdiction of the above-named courts, the suit, action or proceeding is brought in an inconvenient forum and/or the venue is improper.

11.11 Limitation on Civil Legal Services Providers. If GRANTEE is a provider of civil legal services to victims of crime, GRANTEE will comply with the following:

11.11.1 Services to Indigent Clients. GRANTEE shall provide victim-related civil legal services directly to indigent victims, indigent immediate family members of indigent victims, or indigent claimants. "Indigent" means an individual who earns not more than 187 ½% of the federal poverty

guidelines published by the United States Department of Health and Human Services. Victims, immediate family members of victims and claimants are defined in Article 56.32 of the Code of Criminal Procedure.

11.11.2 Eligibility Screening. GRANTEE shall conduct eligibility screening for each individual seeking victim-related civil legal services. GRANTEE agrees to use the intake screening form supplied by the OAG. A copy of all intake screening forms shall be maintained by GRANTEE in a central location and shall be made available to the OAG or any party the OAG determines should have access to the documents at any reasonable time.

11.11.3 No Cases Resulting in Fees. OVAG funds to organizations to provide legal services to the victims of crime, immediate family members or claimants in civil matters may not be used for any case or matter that, if undertaken on behalf of an indigent person by an attorney in private practice, might reasonably be expected to result in payment of a fee for legal services from an award to a client from public funds, or from the opposing party.

The above provisions of shall not be applicable in any case where the organization receiving funds granted by the Foundation determines in good faith that the indigent person seeking legal assistance has made reasonable efforts to obtain the services of an attorney in private practice for the particular matter (including contacting attorneys in private practice in the county of residence of the indigent person who normally accept cases of a similar nature), and has been unable to obtain such services because the potential fee is inadequate, is likely to be uncollectible, would substantially consume any recovery by the client, or because of any other reason which the organization, acting in good faith, believes prevents the client from obtaining the services of a private attorney.

11.11.4 Other Restrictions. OVAG funds shall not be used to directly fund class action suits, lawsuits against governmental entities, or lobbying for or against any candidate or issue.

OVAG funds may be used to support a lawsuit brought by an individual, solely on behalf of the individual or the individual's dependent or ward, to compel a governmental entity to provide benefits that the individual or the individual's dependent or ward is expressly eligible to receive, by statute or regulation, including social security benefits, temporary assistance to needy families, financial assistance under Chapter 31, Human Resources Code, food stamps, special education for persons with disabilities, Medicare, Medicaid, subsidized or public housing, and other economic, shelter or medical benefits provided by a government directly to an indigent individual, but not to support a claim for actual or punitive damages.

11.11.5 Cooperation and Collaboration. GRANTEE will cooperate and collaborate in their service areas with (a) all other organizations providing civil legal services to the indigent, (b) the local organized bar, (c) relevant social and human service organizations, (d) relevant governmental agencies, and (e) other organizations that specifically provide victim related services.

11.11.6 Professional Conduct. In accepting and pursuing matters for clients, GRANTEE shall adhere to the Texas Disciplinary Rules of Professional Conduct and the Texas Rules of Disciplinary Procedure and any other code or rules of professional responsibility adopted by this state for attorneys and should exercise reasonable prudent judgment and consider all relevant factors, including the legal merits and the economic and practical value of the matter.

11.11.7 Retainer Agreements and Private Referrals. Except for matters involving limited advice and brief services (e.g. clinics, hotlines, and similar services), each grantee shall execute a written retainer agreement, or letter of engagement, containing appropriate provisions for withdrawal of representation, with each client who receives legal services from the grantee. For cases that are referred by grantees to private attorneys, the grantee shall make available to the accepting attorney a standard form retainer agreement which may be modified based on agreement between the attorney and client.

The OAG, at its sole discretion, may further limit, authorize or define the scope of permitted legal services by GRANTEE.

SECTION 12 CONSTRUCTION OF CONTRACT AND AMENDMENTS

12.1 Construction of Contract. The provisions of Section 1 are intended to be a general introduction to this contract. To the extent the terms and conditions of this contract do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this contract.

12.2 Entire Agreement, including All Exhibits. This contract, including all exhibits reflect the entire agreement between the Parties with respect to the subject matter therein described, and there are no other representations (verbal or written), directives, guidance, assistance, understandings or agreements between the Parties relative to such subject matter. By executing this contract, GRANTEE agrees to strictly comply with the requirements and obligations of this contract, including all exhibits.

12.3 Amendment. This contract shall not be modified or amended except in writing, signed by both parties. Any properly executed amendment of this contract shall be binding upon the Parties and presumed to be supported by adequate consideration.

12.4 Partial Invalidity. If any term or provision of this contract is found to be illegal or unenforceable, such construction shall not affect the legality or validity of any of its other provisions. The illegal or invalid provision shall be deemed severable and stricken from the contract as if it had never been incorporated herein, but all other provisions shall continue in full force and effect.

12.5 Non-waiver. The failure of any Party to insist upon strict performance of any of the terms or conditions herein, irrespective of the length of time of such failure, shall not be a waiver of that

party's right to demand strict compliance in the future. No consent or waiver, express or implied, to or of any breach or default in the performance of any obligation under this contract shall constitute a consent or waiver to or of any breach or default in the performance of the same or any other obligation of this contract.

12.6 Official Capacity. The Parties stipulate and agree that the signatories hereto are signing, executing and performing this contract only in their official capacity.

OFFICE OF THE ATTORNEY GENERAL

_____

Printed Name: _____
Office of the Attorney General

Date: _____

HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE

_____

Printed Name: Juan D. Salinas, III
Authorized Official

Date: 8/4/09

EXHIBIT A

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

Maximum Liability of the OAG for Each Fiscal Year. The OAG and GRANTEE stipulate and agree that the total liability of the OAG to GRANTEE directly or indirectly arising out of this contract and in consideration of full, satisfactory and timely performance of all its duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance herein, shall not exceed the following:

For State Fiscal Year 2010 (September 1, 2009 to August 31, 2010), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

For State Fiscal Year 2011 (September 1, 2010 to August 31, 2011), the total amount of this contract shall not exceed **Thirty-Seven Thousand Two Hundred Forty-One And 00/100 ($37,241) DOLLARS.**

State Fiscal Years 2010 and 2011 Budget. Subject to the limitations within this contract, for State Fiscal Year 2010 (September 1, 2009 to August 31, 2010) and State Fiscal Year 2011 (September 1, 2010 to August 31, 2011) the OAG will reimburse GRANTEE for actual allowable and allocable costs paid according to the following amounts and budget categories:

Budget Category	**FY 2010**	**FY 2011**
Personnel	$37,241	$37,241
Fringe Benefits	$0	$0
Professional & Consultant Services	$0	$0
Travel	$0	$0
Equipment	$0	$0
Supplies	$0	$0
Other Direct Operating Expenses	$0	$0
Total	**$37,241**	**$37,241**

Exhibit A contains the initial budget for this contract. In addition to other reasons, prior written approval from the OAG is required if GRANTEE anticipates altering the scope of the grant, adding funds to previously un-awarded budget categories, changing funds in any awarded budget category by more than 10% of the annual budget and/or adding new line items to any awarded budget category.

Any change to the maximum liability of the OAG must be supported by a written amendment to this contract. The Parties stipulate and agree that any act, action or representation by either party, their agents or employees that purports to increase the maximum liability of the OAG is void, without first executing a written amendment to this contract and specifically amending this provision. The Parties acknowledge and agree that nothing in this contract will be interpreted to create an obligation or liability in excess of the funds currently stated in this contract.

The Parties stipulate and agree that funding for this contract is subject to the actual receipt of state or federal funding appropriated by the Texas Legislature for this purpose and such funds are sufficient to satisfy all of OAG's duties, responsibilities, obligations, liability, and for reimbursement of all expenses, if any, as set forth in this contract or arising out of any performance pursuant to this contract. The Parties further stipulate and agree that the grant funds, if any, received from the OAG are limited by the term of each state biennium and by specific appropriation authority to the OAG for the purpose of this contract.

EXHIBIT B

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

GRANT NARRATIVE

The following narrative provided by GRANTEE in its FY2010-2011 grant application applies to this contract:

The specific goal stated is the mandatory Article 56.04 as per TCCP by which the District Attorney's Office will comply: provide information on the Crime Victims Compensation program for qualified victims; assist victim filling out the Victim Impact Statement; when necessary, make referrals to other community agencies for assistance; provide written information on victims' rights;

explain the judicial and appellate process and the transition of the criminal case to its disposition; post conviction information on capital murder cases; inform victims on status of case; assist our prosecutors with victims in preparation for trial;brief incoming assistant D.A.'s of the Crime Victims' assistance program; lend assistance to any law enforcement agency needing help with victims; network with liaisons from various police departments for awareness projects, training and assistance;speak at public functions on the Bill of rights; represent the

District Attorney's Office at invited events, fairs, etc.; comply with reports required by the OAG. The District Attorney's Office is commited to serving the residents of Hidalgo county, seventh largest county in the state. Its main function is prosecuting criminals and representing its victims and the State of Texas. The funding will insure the position of the Crime Victims' Coordinator who heads the Victims' Assistance Program.

EXHIBIT C

GRANT CONTRACT BETWEEN THE OFFICE OF THE ATTORNEY GENERAL AND HIDALGO COUNTY DISTRICT ATTORNEY'S OFFICE FOR THE STATE FISCAL YEARS 2010 AND 2011

OAG Contract No. 1014273

SPECIAL CONDITIONS

Special Conditions are imposed by the OAG, at its sole discretion. In addition to the ones identified in this exhibit to this contract, the OAG may, at its sole discretion, impose additional special conditions, with or without notice, without amending this contract.

The OAG is placing GRANTEE on immediate financial hold, without further notice, until all Special Conditions, if any, listed in this Exhibit are met.

The following Special Conditions apply to this contract:

- Submit targets for required Outputs that are blank on Tab D.

DBM - Projected

Other Revenue (M/O)	Tax Revenue (M/O)	Total Revenue (M/O)	Debt Service Revenue	Total Revenue*
18,000,000	143,295,167	161,295,167	20,075,872	181,371,039

Auditor Indicated

Other Revenue (M/O)	Tax Revenue (M/O)	Total Revenue (M/O)	Debt Service Revenue	Total Revenue
18,000,000	139,250,000	157,250,000	21,750,000	179,000,000

* Does not include Transfers-In from Drainage District issuance

** Includes estimared debt service payment for Drainage District issuance

Total DBM Projected Revenue	161,295,167	(G/F-M/O)
Total Auditor Indicated Revenue	157,250,000	(G/F-M/O)

CRIME VICTIM COORDINATOR

District Attorney's Office
Account Number: 9-1281-412-00-080-011-9
Budget Period: September 1, 2009 - August 31, 2010
Department No.: 080

Slot No.	Name of Employee	Job Title	Salary	FICA	Health Insurance	Life Insurance	Retirement	Unemployment	Workers' Compensation	Total
	CRIME VICTIM COORDINATOR GRANT 2009-2010									
G001	**EMMA GONZALEZ**	**CRIME VICTIM COORDINATOR**	**$29,681.00**	**$2,270.60**	**$2,415.93**	**$33.00**	**$2,605.99**	**$148.41**	**$86.07**	**$37,241.00**
			$29,681.00	$2,270.60	$2,415.93	$33.00	$2,605.99	$148.41	$86.07	$37,241.00
										$7,560.00

DATE: August 18, 2009

2009
Appropriation

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: 9-1281-412-00-080-011-0

Contact Person: Roy Cazares **Ph#:** 318-2300 Ext. 758

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
9-1281-412-00-080-011-0-113	Full Time Employees	$29,681.00
9-1281-412-00-080-011-0-211	Health Insurance	$2,415.93
9-1281-412-00-080-011-0-212	Life Insurance	$33.00
9-1281-412-00-080-011-0-220	Social Security Contributions	$2,270.60
9-1281-412-00-080-011-0-230	Retirement Contributions	$2,605.99
9-1281-412-00-080-011-0-250	Unemployment Compensation	$148.41
9-1281-412-00-080-011-0-260	Workers' Compensation	$86.07
	TOTAL APPROPRIATION	**37,241.00**
9-1281-334-10-080-011-0-000	CRIME VICTIM COORDINATOR REVENUES	37,241.00
	TOTAL REVENUES	**37,241.00**
	TOTAL BUDGET INCREASE (DECREASE)	**37,241.00**

REASON: To appropriate funding for the Crime Victim Coordinator for FY 2010.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

__/__/__
DATE

ATTEST COUNTY CLERK

COMMISSIONER COURT

2009 SALARY SCHEDULE

9-1281-412-00-080-011-0-

AI - 16951

CRIME VICTIM COORDINATOR

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	
G001	113	CRIME VICTIM COORDINATOR	28,520.00	0.00	28,520.00	0	0.00	1,161.00	29,681.00	29,681.00	0.00	0.00	0.00	0.00	0.00	29,681.00
			28,520.00	0.00	28,520.00		0.00	1,161.00	29,681.00	29,681.00	0.00	0.00	0.00	0.00	0.00	29,681.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1222-412-00-080-006-0

AI - 16951

DA Bad Check

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	CARPENTER	0.00	43,598.00	43,598.00	0	0.00	0.00	43,598.00	43,598.00	0.00	0.00	0.00	0.00	0.00	43,598.00
0003	113	MANAGER OF INFORMATION & TECH	70,088.00	3,304.00	73,392.00	0	0.00	0.00	73,392.00	73,392.00	600.00	0.00	0.00	3,600.00	0.00	77,592.00
G004	113	CRIME VICTIM COORDINATOR	11,065.00	(250.00)	10,815.00	0	0.00	(1,161.00)	9,654.00	9,654.00	0.00	0.00	0.00	0.00	0.00	9,654.00
0007	113	LEGAL ASSISTANT	32,900.00	10,028.00	42,928.00	0	0.00	0.00	42,928.00	42,928.00	0.00	0.00	0.00	0.00	0.00	42,928.00
T009	122	CLERK TYPIST	17,980.00	(4,420.00)	13,560.00	0	0.00	0.00	13,560.00	13,560.00	0.00	0.00	0.00	0.00	0.00	13,560.00
T011	122	CLERK TYPIST	8,990.00	(899.00)	8,091.00	0	0.00	0.00	8,091.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T018	122	CLERK TYPIST	3,150.00	450.00	3,600.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T019	122	CLERK TYPIST	3,150.00	450.00	3,600.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T020	122	CLERK TYPIST	3,150.00	4,042.00	7,192.00	0	0.00	0.00	7,192.00	7,192.00	0.00	0.00	0.00	0.00	0.00	7,192.00
T021	122	CLERK TYPIST	0.00	3,600.00	3,600.00	0	0.00	0.00	3,600.00	3,600.00	0.00	0.00	0.00	0.00	0.00	3,600.00
T022	122	CLERK TYPIST	0.00	3,600.00	3,600.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T023	122	CLERK TYPIST	0.00	3,600.00	3,600.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T024	122	CLERK TYPIST	0.00	3,600.00	3,600.00	0	0.00	0.00	3,600.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			150,473.00	70,703.00	221,176.00		0.00	(1,161.00)	220,015.00	193,924.00	600.00	0.00	0.00	3,600.00	0.00	198,124.00

Approval to decrease the budgeted salary for slot #G004 (Fund 1222) from $10,815.00 to $9,654.00 for cost allocation.

AI-16902 **17.A.**

Sheriff's Office - VCLG Grant

CC REGULAR

Date:	08/18/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Sheriff's Office - Crime Victim Grant:
1. Approval of Certification of Revenues as certified by the County Auditor for the Victim Coordinator and Liaison Grant (VCLG).
2. Approval of budget appropriation for the Victim Coordinator and Liaison Grant (VCLG) in the amount of $37,241.00 in (Account #9-1284-421-00-280-013-0-XXX).
3. Approval to decrease the budgeted salary for General Fund (1100)slot #G313 from $10,600.00 to $8,114.00 for cost allocation.
4. Approval of VCLG salary schedule and Revised General Fund Sheriff's Office salary schedule.

BACKGROUND

The Office of the Attorney General awarded the Sheriff's Office $74,482.00 for FY2010 and FY2011 ($37,241.00 per year). Grant award was accepted by commissioners' court on 08/04/09 (Agenda Item #17A). The award is for a two year period (09/01/09 to 08/31/11). At this time, our office is submitting the grant budget for the first year of the grant.

The position requires additional funding from General Fund.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-013-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $37,241.00 for the Victim Coordinator and Liaison Grant (VCLG) for FY 2010. The award is for a two year period (09/01/09 to 08/31/11). At this time, the Sheriff's Office is submitting the grant budget for the first year of the grant.

Revenue account# 9-1284-334-10-280-013-0-000 Victim Assistance Grant Revenues. Sheriff General Fund account 9-1100-421-00-280-001-0-XXX.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-XXX

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

BUDGETARY IMPACT:

Funds available in 2009 budget.

Attachments

Link: budget.hcso.vclg

Link: Cert. of Revenue

Link: Salary Schedules

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	08/11/2009 09:02 AM	APRV
2	Budget & Management	Erika Zamora	08/11/2009 02:32 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/12/2009 03:24 PM	APRV
4	Rosalinda Cantu	Rosie Cantu	08/14/2009 02:30 PM	APRV
5	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Emilia Uriegas Started On: 08/10/2009 04:16 PM

Final Approval Date: 08/14/2009

DATE: August 5, 2009

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Victim Liaison Grant

ACCOUNT NUMBER: 9-1284-421-00-280-013-0-XXX

SUBJECT: Budget Amendments (Increases) in Accordance with Local Governm
111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT OBJECT NAME
9-1284-421-00-280-013-0-113	Salaries
9-1284-421-00-280-013-0-211	Health Insurance
9-1284-421-00-280-013-0-212	Life Insurance
9-1284-421-00-280-013-0-220	FICA
9-1284-421-00-280-013-0-230	Retirement
9-1284-421-00-280-013-0-250	Unemployment Compensation
9-1284-421-00-280-013-0-260	Workers' Compensation

TOTAL APPROPRIATIONS

9-1284-334-10-280-013-0-000 **Victim Assistance Grant Revenues**
Office of the Attorney General of Texas

TOTAL REVENUES

REASON: **To appropriate budget for the Victim Coordinator and Liaison Grant (VC
the Office of the Attorney General of Texas. The grant period for the first
year grant award, is September 01, 2009 to August 31, 2010.**

OAG Contract No. 1014281.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

ATTES

ıent Code, Chapter

with Local Government

AMOUNT
30,100.00
1,852.00
22.00
2,303.00
2,716.00
151.00
97.00
37,241.00
37,241.00
37,241.00

:LG) award from
t year, of the two

/ /
DATE

ST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

August 12, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the Office of the Attorney General (OAG) for the Victim Coordinator and Liaison Grant (VCLG) program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$74,482.00	OAG Contract No. 1014281

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

8/12/09
Date

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.

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1284-421-00-280-013-9

AI - 16902

CRIME VICTIM COORDINATOR

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	
G001	113	CRIME VICTIM LIASON	$27,498.00	$0.00	$27,498.00	0	$0.00	$0.00	$30,100.00	$27,498.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,498.00
		Total	$27,498.00	$0.00	$27,498.00		$0.00	$0.00	$30,100.00	$27,498.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,498.00

1100-421-00-280-001-0

AI - 16902

SHERIFF

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	
								-$2,486.00	**$8,114.00**							
G013	113	CRIME VICTIM LIASON	$8,786.00	$0.00	$8,786.00	0.05	$439.00	~~$1,375.00~~	~~$10,600.00~~	$10,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,600.00
		Total	$8,786.00	$0.00	$8,786.00		$439.00	($1,111.00)	$8,114.00	$10,600.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,600.00

Pending CC approval. Sheriffs Office salary schedule illustrated above includes salary information for slot G013 only.

AI-16961 **17.B.**

FY2009 Operation Stonegarden Supplemental (OPSG-S)

CC REGULAR

Date:	08/18/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to apply for the FY2009 Operation Stonegarden Supplemental (OPSG-S) with the Federal Emergency Management Agency (FEMA), U.S. Department of Homeland Security (DHS).

BACKGROUND

Funding of the FY2009 Operation Stonegarden Supplemental will be $30,000,000.00. The State of Texas was allocated $12,785,330.00, of which $500,762.00 is assigned to Hidalgo County. Funds are to be used to increase operational capabilities of law enforcement within the U.S. Southern Border States that border Mexico.

Applications are to be submitted electronically through the Office of Justice Programs Grants Management System (GMS). The deadline for submitting the application is August 25, 2009. The grant performance period is for thirty-six (36) months.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No local cash match is required.

Attachments

Link: OPSG-S.apply

Form Routing/Status

Form Started By: Emilia Uriegas	Started On: 08/13/2009 11:50 AM
Final Approval Date: 08/14/2009	

U.S. Department of Homeland Security
Washington, DC 20528

FEMA

Grant Programs Directorate Information Bulletin
No. 324
August 11, 2009

TO: Southwest Border State Administrative Agency Heads
Southwest Border State Administrative Agency Points of Contact
Southwest Border Urban Areas Security Initiative Points of Contact
Southwest Border State Homeland Security Directors
Southwest Border State Emergency Management Agency Directors
Southwest Border Tribal Nation Points of Contact

FROM: W. Ross Ashley, III
Assistant Administrator
Grant Programs Directorate
Federal Emergency Management Agency

SUBJECT: Fiscal Year (FY) 2009 Operation Stonegarden Supplemental (OPSG-S) Guidance and Application Kit

The Grant Programs Directorate (GPD) within the Federal Emergency Management Agency (FEMA) is pleased to announce the availability of the FY 2009 OPSG-S Guidance and Application Kit. The kit should be available online at *http://www.fema.gov/grants* later today.

In direct response to multiple security issues along the Southwestern border, an additional $30,000,000 was dedicated to the FY 2009 Operation Stonegarden Program through the *Supplemental Appropriations Act of 2009* (Public Law 111-32). This increased funding will continue to foster cooperation and coordination between Federal, State, local, and Tribal law enforcement agencies to prepare, protect, and respond to threats along the Southwestern border.

Target Allocation Amounts for FY 2009 OPSG-S

FY 2009 Operation Stonegarden Supplemental (OPSG-S)	
State	Amount
Arizona	$7,223,737
California	$7,391,931
New Mexico	$2,599,002
Texas	$12,785,330
Total	$ 30,000,000

Completed applications must be submitted electronically through the Office of Justice Programs Grants Management System (GMS) no later than 11:59 PM EDT, August 25, 2009. Please refer to the FY 2009 OPSG-S Guidance and Application Kit for important additional information related to this program.

FEMA will evaluate and act on applications as quickly as possible following the close of the application period. Awards will be made on or before September 30, 2009. Upon award, the recipient must amend their original draft FY 2009 OPSG Operations Orders to include funding from the supplemental awards.

Questions related to this Information Bulletin may be directed to your FEMA Program Analyst or the Centralized Scheduling and Information Desk at askcsid@dhs.gov or 1-800-368-6498.

PART II.
AWARD INFORMATION

This section summarizes the award period of performance and the total amount of funding available under the FY 2009 OPSG Supplemental, describes the basic distribution method used to determine final grants awards, and identifies all eligible applicants for FY 2009 OPSG Supplemental funding.

Award Period of Performance

The period of performance of this grant is 36 months. Extensions to the period of performance will be considered only through formal requests to FEMA with specific and compelling justifications why an extension is required.

Available Funding

In FY 2009, the total amount of funds distributed under OPSG Supplemental will be $30,000,000. FY 2009 OPSG Supplemental funds will be allocated based on risk-based prioritization using CBP Sector-specific border risk to include, but not limited to: threat, vulnerability, miles of border, and other border-specific "law enforcement intelligence" and feasibility of FY 2009 Operation Orders to designated localities within the four Southwest Border States.

Table 1. FY 2009 OPSG Supplemental Funding State Allocations

State	Allocation
Arizona	$7,223,737
California	$7,391,931
New Mexico	$2,599,002
Texas	$12,785,330
Total	**$30,000,000**

Table 2. FY 2009 OPSG Supplemental Funding County-level Allocations

State	Operational County	Allocation
Arizona	Santa Cruz County	$1,539,921
Arizona	Pima County	$1,538,665
Arizona	Cochise County	$1,537,409
Arizona	Yuma County	$2,607,742
California	San Diego	$4,992,606
California	Imperial	$2,399,325
New Mexico	Hidalgo	$661,680
New Mexico	Grant	$332,622
New Mexico	Luna	$639,077

New Mexico	Dona Ana	$965,623
Texas	Zapata County	$1,413,737
Texas	Webb County	$1,412,481
Texas	Willacy County	$300,611
Texas	Hidalgo County	$500,762
Texas	Refugio County	$299,356
Texas	Nueces County	$296,844
Texas	Aransas County	$293,077
Texas	Starr County	$493,228
Texas	Cameron County	$493,228
Texas	Kleberg County	$288,054
Texas	San Patricio County	$288,054
Texas	Yselta del Sur Pueblo Tribe	$656,657
Texas	El Paso County	$642,844
Texas	Jeff Davis County	$927,849
Texas	Presidio County	$921,570
Texas	Brewster County	$920,315
Texas	Kinney County	$878,991
Texas	Val Verde County	$878,991
Texas	Maverick County	$878,681
Total		**$30,000,000**

PART III.
ELIGIBILITY INFORMATION

A. Eligible Applicants

The Governor of each State is required to designate a State Administrative Agency (SAA) to apply for and administer the funds awarded under the FY 2009 OPSG Supplemental. **The SAA is the only entity eligible to apply to FEMA for FY 2009 OPSG Supplemental funds on behalf of the county or similar level of government and Federally-recognized tribal governments.**

To be eligible to receive FY 2009 OPSG Supplemental funding, applicants must meet NIMS compliance requirements. The NIMSCAST will be the required means to report FY 2008 NIMS compliance for FY 2009 preparedness award eligibility. All State and territory grantees were required to submit their compliance assessment via the NIMSCAST by September 30, 2008 in order to be eligible for FY 2009 preparedness programs. The State or territory department/agency grantee reserves the right to determine compliance reporting requirements of their sub-awardees (locals) in order to disperse funds at the local level.

For FY 2009, there are no new NIMS compliance objectives. If FY 2008 NIMS compliance was reported using NIMSCAST and the grantee has met all NIMS compliance requirements, then NIMSCAST will only require an update in FY 2009. Additional information on achieving compliance is available through the FEMA National Integration Center (NIC) at *http://www.fema.gov/emergency/nims/*.

Eligible applicants include the State Administrative Agency (SAA) within the four (4) Southwest Border States on behalf of 29 County-level recipients of FY 2009 OPSG awards within the four (4) Southwest Border States, as listed in Tables 1 and 2 in Part II.

B. Cost Sharing

There is no required cost sharing, matching, or cost participation for the FY 2009 OPSG Supplemental.

C. Restrictions

Please see Part IV.E. for Management & Administration (M&A) limits and allowable/unallowable costs guidance.

D. Other

Federal, State, Local, and Tribal OPSG Coordination Working Group
It is recommended that Federal, State, local, and tribal partners establish and maintain an OPSG Working Group with representation from all participating law enforcement agencies, that is co-chaired by representatives from CBP/BP, the SAA, and participating law enforcement agencies' OPSG program representatives.

Coordination Requirements
After awards are announced, prospective grant recipients must amend their original FY 2009 draft Operations Orders with an embedded budget, based on actual dollar amounts to be awarded. Those final Operations Orders will be approved by the appropriate Sector Headquarters, and forwarded to Headquarters, Office of Border Patrol, Washington, D.C., before funding is released.

Grantees may not begin operations or draw down any funding until the Operations Order and embedded budget has been approved by FEMA GPD and CBP/BP Headquarters and any existing special conditions and/or restrictions are removed. FY 2009 OPSG Supplemental activities are expected to maximize Homeland Security Grant Program (HSGP) strategic planning efforts and integration with the State and territory Homeland Security Strategies.

AI-16950 **18.A.**

Dedication of Roadway - North Capisallo Subdivision

CC REGULAR

Date:	08/18/2009
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 North Capisallo Subdivision - Being a 1.487 acre tract of land out of Block 3034 amd 3035 of the North Capisallo District Subdivision also known as Mile 11 1/4 North.

BACKGROUND

Subdivision is an Unrecorded Plat.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Consideration of the sum of $1.00.

Attachments

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 09:12 AM	APRV
2	Oscar Garza		08/14/2009 05:31 PM	NEW

Form Started By: Sandra Garcia

Started On: 08/12/2009 04:30 PM

Final Approval Date: 08/14/2009

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

North Capisallo Subdivision (Unrecorded)
Right of Way Donation Deed

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HIDALGO §

We, Gilbert Garza and wife Anadelia G. Garza, 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 Donated 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 12th day of August, 2009.

Gilbert Garza

Anadelia G, Garza

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Gilbert Garza and wife Anadelia G. Garza, 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 12th day of August, 2009.

ROY GONZALES
Notary Public, State of Texas
My Commission Expires
09-06-2009

Roy Gonzales
Notary Public, State of Texas

STATE OF TEXAS
COUNTY OF HIDALGO

MILE 11-1/4 NORTH
RIGHT-OF-WAY

BEING A 1.487 ACRE (64,784 S.F.) TRACT OF LAND OUT OF BLOCKS 3034 AND 3035, OF THE NORTH CAPISALLO DISTRICT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 7, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS, SAID 1.487 ACRES BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a point for northwest corner of said Block 3034, said point being in the centerline of F.M. 491 (Baseline Road);

THENCE, North 88°47'35" East, along the north boundary line of said Block 3034, a distance of 40.00 feet, to a point on the east right-of-way line of said F.M. 491 (80.00' right-of-way width);

THENCE, South 01°12'25" West, along the east right-of-way line of said F.M. 491, a distance of 635.00 feet, to a 5/8 inch iron rod set, with a yellow plastic cap stamped "DLS BNDRY MKR" (hereinafter referred to as "with cap") for the **POINT OF BEGINNNING** of the herein described tract of land, from which a 1/2 inch iron rod found bears North 60°44'49" East a distance of 0.68 feet;

THENCE, North 88°47'35" East, leaving said east right-of-way line of said F.M. 491, running parallel to and twenty five (25) feet north of the common boundary line of said Blocks 3034 and 3035, a distance of 1,060.11 feet, to a 5/8 inch iron rod set, with cap, for an interior corner of that certain 2.6416 acre tract of land recorded in Document No. 2006202, of the Official Records, same point being an interior north corner of this tract;

THENCE along the south boundary line of said 2.6416 acre tract the following four (4) courses and distances:

1.) North 01°12'25" West, a distance of 25.00 feet, to a 5/8 inch iron rod set, with cap, said point being an interior south corner of said 2.6416 acre tract and an interior north corner of this tract;

2.) North 88°47'35" East, parallel to and fifty (50) feet north of the common boundary line of said Blocks 3034 and 3035, a distance of 100.00 feet, to a 5/8 inch iron rod set, with cap, for an interior south corner of said 2.6416 acre tract and an interior north corner of this tract;

EXHIBIT
tabbies
"A"

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

3.) South 01°12'25" East, a distance of 25.00 feet, to a 5/8 inch iron rod set, with cap, for an interior south corner of said 2.6416 acre tract and an interior north corner of this tract;

4.) North 88°47'35" East, running parallel to and twenty-five (25) feet north of the common boundary line of said Blocks 3034 and 3035, a distance of 35.57 feet, to a 5/8 inch iron rod set, with cap, on the west right-of-way line of an existing concrete irrigation canal (180.00' right-of-way width) for the easternmost north corner of this tract;

THENCE, South 01°12'25" East, along the west right-of-way line of said irrigation canal, at a distance of 25.00 feet pass the common boundary line of said Blocks 3034 and 3035, a total distance of 50.00 feet, to a 5/8 inch iron rod set, with cap, on the west right-of-way line of said irrigation canal, same point on the north boundary line of that certain 3.93 acre tract as recorded in Volume 2469, Page 969, of the Deed Records, and being the easternmost south corner of this tract;

THENCE along the north boundary line of said 3.93 acre tract the following four (4) courses and distances:

1.) South 88°47'35" West, parallel to and twenty-five (25) feet south of the common boundary line of said Blocks 3034 and 3035, a distance of 35.57 feet, to a 1/2 inch iron rod found, with a yellow plastic cap stamped "SURVCON", for an interior north corner of said 3.93 acre tract and an interior south corner of this tract;

2.) South 01°12'25" West, a distance of 25.00 feet, to a 1/2 inch iron rod found, for an interior north corner of said 3.93 acre tract and an interior south corner of this tract;

3.) South 88°47'35" West, parallel to and fifty (50) feet south of the common boundary line of said Blocks 3034 and 3035, a distance of 100.00 feet, to a 1/2 inch iron rod found, for an interior north corner of said 3.93 acre tract and an interior south corner of this tract, from which a 1/2 inch iron rod found with a red plastic cap stamped "RRA" bears North 45°32'08" E a distance of 0.76 feet;

4.) North 01°12'25" West, a distance of 25.00 feet, to a 1/2 inch iron rod found, for an interior north corner of said 3.93 acre tract and an interior south corner of this tract, from which a 1/2 inch iron rod found with a red plastic cap stamped "RRA" bears North 42°25'07" E a distance of 0.69 feet;

THENCE, South 88°47'35" West, parallel to and twenty-five (25) feet south of the common boundary line of said Blocks 3034 and 3035, at a distance of 12.61 feet pass a 1/2 inch iron rod found for the northwest corner of said 3.93 acre tract, same point being on the east boundary line of that certain 3.00 acre tract recorded in Volume 2469, Page 699 of the Deed Records, at a distance of 189.99 feet pass a 1/2 inch iron rod found on the common boundary line of said 3.00 acre tract and that certain 2.028 acre tract as recorded in Document No. 1836631, of the Official

EXHIBIT
tabbies
"A"

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194

Records, at a distance of 309.95 feet pass a 1/2 inch iron rod found on the common boundary line of said 2.028 acre tract and that certain 2.0282 acre tract recorded in Volume 1916, Page 855, of the Deed Records, at a distance of 549.93 feet pass a 1/2 inch iron rod found on the common boundary line of that certain 0.23 acre tract as recorded in Volume 2504, Page 936, of the Deed Records and that certain 2.082 acre tract as recorded in Volume 2002, Page 665, of the Deed Records, at a distance of 789.91 feet pass a 1/2 inch iron rod found on the common boundary line of that certain 2.03 acre tract as recorded in Document No. 789921, of the Official Records, and that certain 1.9594 acre tract as recorded in Document No. 1782262, of the Official Records, for a **total distance of 1,060.11 feet**, to a 5/8 inch iron rod set, with cap, on the east right-of-way line of said F.M. 491, said point being northwest corner of that certain tract of land recorded in Volume 1721, Page 837, of the Deed Records, and the westernmost south corner of this tract;

THENCE, North 01°12'25" West, along the east right-of-way line of said F.M. 491, at a distance of 25 feet pass the common boundary line of Blocks 3034 and 3035, a total distance of 50.00 feet, to the **POINT OF BEGINNING** of the herein described tract of land, said tract contains 1.487 acres (64,784 S.F.), more or less, within these metes and bounds.

Bearings are based on Grid North, Texas State Plane Coordinate System, South Zone, NAD 83.

A survey plat of even date was prepared and is made a part of this metes and bounds description.

All Deed Records and Official Records are of Hidalgo County, Texas.

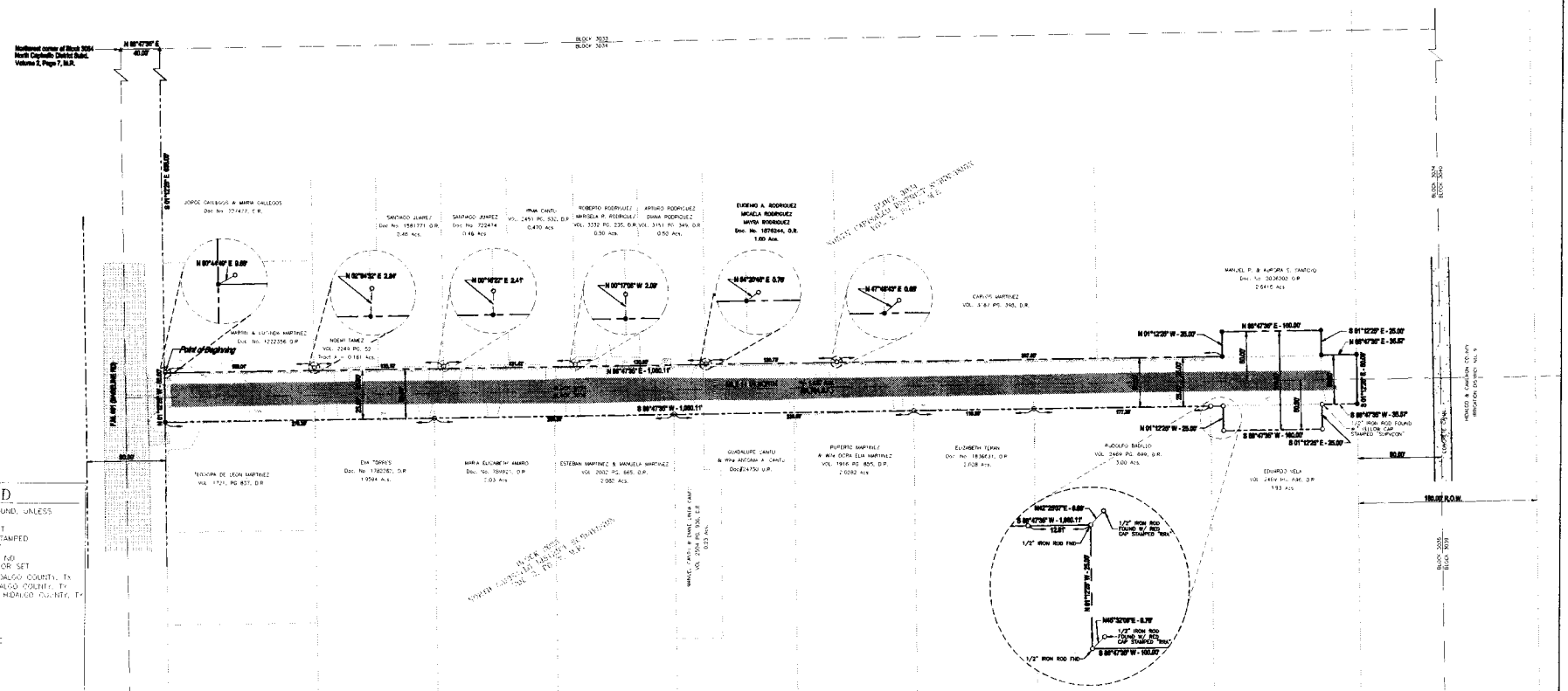
7/9/09

R. Michael Wood, R.P.L.S. No. 5974

STATE OF TEXAS
REGISTERED
R. MICHAEL WOOD
5974
PROFESSIONAL
LAND SURVEYOR

EXHIBIT
"A"

P.O. Box 1300, Donna, Texas 78537 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194



LEGEND

- ○ 1/2" IRON ROD FOUND, UNLESS NOTED OTHERWISE
- ● 5/8" IRON ROD SET
- ● W. PLASTIC CAP STAMPED "DLS (UNDER) MRMR"
- ▲ CALCULATED POINT, NO MONUMENT FOUND OR SET
- D.R. DEED RECORDS, HIDALGO COUNTY, TX
- M.R. MAP RECORDS, HIDALGO COUNTY, TX
- O.R. OFFICIAL RECORDS, HIDALGO COUNTY, TX
- WATER METER
- GAS LINE
- POWER POLE
- MANHOLE
- RIGHT-OF-WAY LINE
- LOT LINE
- SUBDIVISION LINE
- OVERHEAD LINE
- PERIMETER FENCE
- CALICHE
- ASPHALT

Notes:

1. Bearings are based on Grid North, Texas State Plane Coordinate System, South Zone, NAD 83.
2. Original copies of this survey plat are signed and sealed in blue ink. All others are null and void.
3. Right-of-way widths shown on Mile 11 1/4 North are based on various deeds and plats adjoining said right-of-way.
4. Right-of-way width shown for F.M. 491 is based on existing TXDOT right-of-way map of F.M. 491 from State Highway 107 in La Villa, to U.S. 83 in Mercedes, dated January 1953.
5. Right-of-way width shown on Irrigation Canal as per Hidalgo and Cameron County Irrigation District No. 9 maps.
5. Field survey completed in June, 2009.
6. A metes and bounds description of even date was prepared and is made a part of this survey plat.

I, R. Michael Wood, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this plat is prepared from an actual survey of the property made under my supervision on the ground, and further certify that proper consideration has been given to this plat.

R. Michael Wood, RPLS No. 5974

50' 25' 0 50'
1" = 50'

BEING A 1.487 ACRE (64,784 S.F.) TRACT OF LAND OUT OF BLOCKS 3034 AND 3035 OF THE CAPISALLO DISTRICT SUBDIVISION AS RECORDED IN VOLUME 2, PAGE 7, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

DLS Dos Land Surveying
212 W. 3rd. Street Phone: (956) 246-0084
Weslaco, Tx. 78596 Fax: (956) 447-5194

RIGHT-OF-WAY SURVEY OF:

Mile 11 1/4 North
at
F.M. 491 (Baseline Road)

Date: 7/6/09		Drawn By: MJT	
Checked By: RMW		Scale: 1"=50'	
Project: Mile 11 1/4 Road		Sheet: 1	of 1

AI-16953 **18.B.**

Dedication of Roadway - Colonia Trevino

CC REGULAR

Date:	08/18/2009
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for consideration, action and/or approval to accept the dedication of Oak Street a 0.606 of an acre tract of land, Alamo street a 0.455 of an acre tract of land, 30' Roadway being a 0.069 of an acre tract of land and a 30' Roadway being a 0.147 of an acre tract of land all out of the east 7.3 acres of the west 12.42 acres of the north 17.42 acres of lot 44-7 West Addition to Sharyland Subdivision of Porciones 53, 54, 55, 56 and 57.

BACKGROUND

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 in the sum of $1.00.

Market value of property was requested from Sandra Garcia, but is not available at this time. She would like to proceed subject to the market value. Values will be forwarded to the Auditor's/Purchasing Depts. as soon as they become available.

Attachments

Link: Metes & Bounds

Link: Colonia Treviño

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 09:21 AM	APRV
2	Olga Garza	Olga Garza	08/14/2009 04:30 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Sandra Garcia Started On: 08/12/2009 04:39 PM

Final Approval Date: 08/14/2009

Metes & Bounds Description
Treviño Subdivision
40 Foot Roadway

A 0.606 of an acre (26,400 sq ft) of land out of the east 7.3 acres of the west 12.42 acres of the north 17.42 acres of the lot 44-7, west addition to Sharyland subdivision of porciones 53, 54,55,56 and 57, Hidalgo County, Texas and being more fully described by metes and bounds as follows.

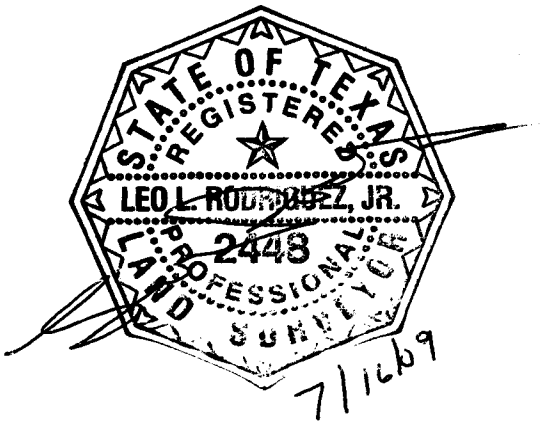
Commencing at the northeast corner of the lot 44-7, thence west 689.10 feet along the north lot line of lot 44-7, thence south 20.00 feet to a point on the south row line of Mile 6 and also being the northeast corner of a 40 foot road and being the point of beginning.

Thence south, 660.00 feet along the east line of said 40 foot road to a corner for the southeast corner of the road.

Thence west, 40.00 feet along the north line of a 20 foot alley of Nuevo Alton subdivisions to a corner for the southwest corner of said 40 foot road.

Thence north, 660.00 feet along the west line of said 40 foot road to a point on the south row line of mile 6 said point also being the northwest corner of said 40 foot roadway.

Thence east, 40 feet along the south row line of Mile 6 to the place of beginning containing 0.606 of an acre (26,400 sq ft) of land more or less.



PO Box 1830
Edinburg, TX 78540
(956) 491-1013

2

RODRIGUEZ ENGINEERING **CONSULTING ENGINEER/SURVEYOR**

Metes & Bounds Description
Treviño Subdivision
30 Foot Roadway

A 0.455 of an acre (19,800 sq ft) of land out of the east 7.3 acres of the west 12.42 acres of the north 17.42 acres of the lot 44-7, west addition to Sharyland subdivision of porciones 53, 54, 55, 56, and 57, Hidalgo County, Texas and being more fully described by metes and bounds as follows.

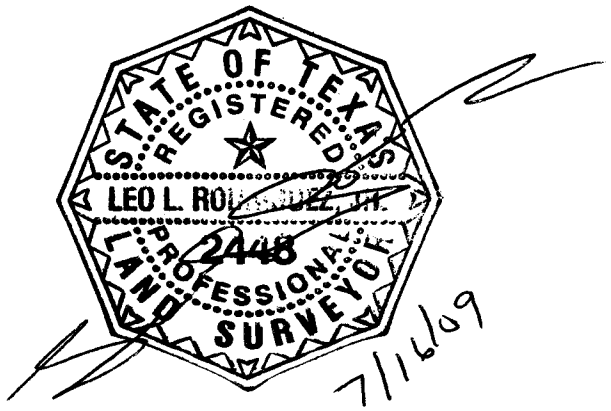
Commencing at the northeast corner of the lot 44-7, thence west 540.10 feet along the north lot line of lot 44-7, thence south 20.00 feet to a point on the south row line of Mile 6 and also being the northeast corner of a 30 foot road and the point of beginning.

Thence south, 660.00 feet along the east line of said 30 foot road to a corner for the southeast corner of the road.

Thence west, 30.00 feet along the north line of a 20 foot alley of Nuevo Alton Subdivision's to a corner for the southwest corner of said 30 foot road.

Thence north, 660.00 feet along the west line of said 30 foot road to a point on the south row line of mile 6 said point also being the northwest corner of said 30 foot roadway.

Thence east, 30 feet along the south row line of Mile 6 to the place of beginning containing 0.455 of an acre (19,800 sq ft) of land more or less.



RODRIGUEZ ENGINEERING CONSULTING ENGINEER/SURVEYOR

Metes & Bounds Description
Treviño Subdivision
30 Foot Roadway

A 0.069 of an acre (3,000 sq ft) of land out of the east 7.3 acres of the west 12.42 acres of the north 17.42 acres of the lot 44-7, west addition to Sharyland subdivision of porciones 53, 54, 55, 56, and 57, Hidalgo County, Texas and being more fully described by metes and bounds as follows.

Commencing at the northeast corner of the lot 44-7, thence west 540.10 feet along the north lot line of lot 44-7, thence south 20.00 feet to a point on the south row line of Mile 6 and also being the northeast corner of a 30 foot road.

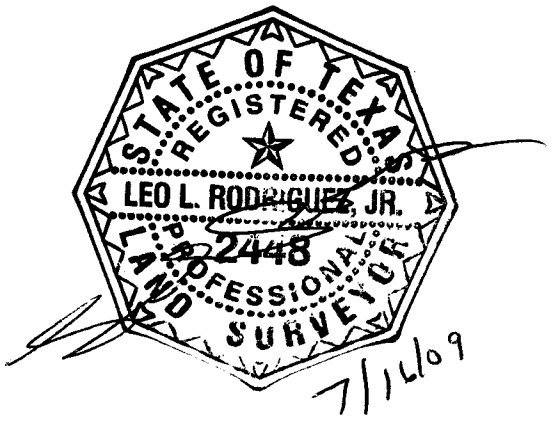
Thence south 534.00 feet along the east line of said 30 foot road to a corner for the northwest corner of the road, said point also being the southwest corner of Lot V and the point of beginning.

Thence east, 100.00 feet along the north line of this 30 road to a corner for the northeast corner of said 30 foot roadway said point also being a point on the west row line of a 30 foot road and also being the southeast corner of said Lot V.

Thence south, 30.00 feet along the west line of said 30 foot road to a point on the south row line of said 30 foot roadway said point also being on the west row line of a 30 foot roadway to a corner of said Lot V.

Thence west, 100.00 feet along the south row line of said 30 foot roadway to a point on the east row line of a 30 foot roadway and being the northwest corner of said Lot W.

Thence north, 30 feet along the east row line of this 30 foot roadway to the place of beginning and containing 0.069 of a acre (3000 sq ft) of land more or less.



Metes & Bounds Description
Treviño Subdivision
30 Foot Roadway

A 0.147 of an acre (6,420 sq ft) of land out of the east 7.3 acres of the west 12.42 acres of the north 17.42 acres of the lot 44-7, west addition to Sharyland subdivision of porciones 53, 54, 55, 56, and 57, Hidalgo County, Texas and being more fully described by metes and bounds as follows.

Commencing at the northeast corner of the lot 44-7, thence west 440.10 feet along the north lot line of Lot 44-7, thence south 20.00 feet to a point on the south row line of Mile 6 and also being the northeast corner of a 30 foot road.

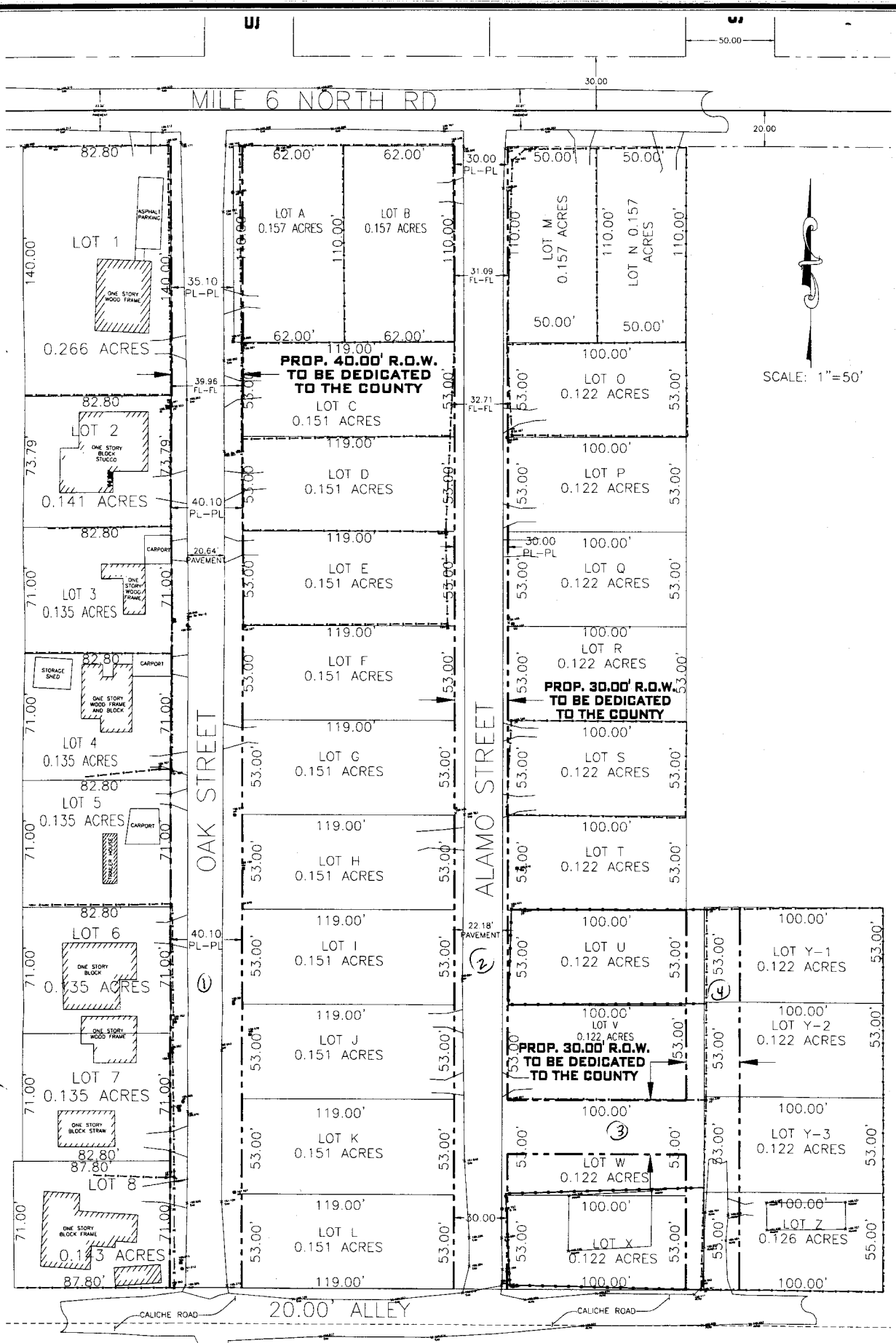
Thence south 428.00 feet along the east line of Treviño Subdivision to a corner, said corner being the southeast corner of Lot T and also being the northeast corner of the is 30 foot roadway and also being the point of beginning.

Thence east, 30 road to a corner for the north line of this 30 foot roadway to a corner for the northeast corner of this roadway.

Thence south, 214.00 feet along the east line of said 30 foot road to a point on the north row line of a 20 foot alley of Nuevo Alton Subdivision to a corner for the southeast corner of said 30 foot roadway.

Thence west, 30 feet along the north row line of said 20 foot alley to a point for the southwest corner of this 30 foot roadway.

Thence north, 214.00 feet along the west row line of this 30 foot roadway to the place of beginning and containing 0.147 of an acre (6,420 sq ft) of land more or less.



COLONIA TREVIÑO

THIS DOCUMENT IS FOR HIDALGO COUNTY USE ONLY IT IS NOT A SURVEY AND SHALL NOT BE USED FOR OTHER PURPOSES.

HIDALGO COUNTY PLANNING DEPARTMENT
1304 S. 25 TH. STREET
EDINBURG TX 78539
TEL: (956) 318-2840 FAX: (956) 318-2844
www.hchd.org/planning

AI-16889 **19.A.**

Donna Isd

CC REGULAR

Date:	08/18/2009
Submitted By:	Neida Chavana, TAX OFFICE
Submitted For:	Armando Barrera Jr, RTA
Department:	TAX OFFICE
Agenda Category:	Tax Office

Information

CAPTION

1. Approval of Inter-Local Cooperation Agreement for Tax Assessment and Collection of Taxes between Donna ISD and County Hidalgo, effective September 1, 2009.
2. Approval to create two (2) regular full-time Tax Clerk/Cashier positions, budgeted salary $24,820.00, respectively, effective September 1, 2009.
3. Approval of 2009 Interdepartmental Transfer.
4. Approval of revised salary schedule.

BACKGROUND

Funding pending approval of interlocal agreement.
Effective September 1, 2009
Contract Amount $70,000.00

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-XX-1XX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds for position available as of 8/14/09, pending Interdepartmental transfer.

Attachments

Link: Interlocal
Link: Job Description
Link: Revised Salary Schedule
Link: Fiscal Note*
Link: PAR
Link: Interdepartmental

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/07/2009 03:49 PM	APRV
2	Perla Lopez	Perla Lopez	08/14/2009 04:12 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Neida Chavana

Started On: 08/07/2009 03:32 PM

Final Approval Date: 08/14/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTER-LOCAL COOPERATION AGREEMENT FOR TAX ASSESSMENT AND COLLECTION

This Agreement made and entered into this _____ day of _____, 2009, by and between the **County of Hidalgo** (hereinafter called "COUNTY"), a political subdivision of the State of Texas and the DONNA Independent School District, (hereinafter called "DISTRICT") duly organized and existing under the laws of the State of Texas, each acting herein by and through its duly authorized official.

WITNESSETH:

WHEREAS, the parties to this Agreement wish to consolidate the assessment and collection of property taxes into one person, the Tax Assessor-Collector of Hidalgo County, Texas (hereinafter called "TAC"); and

WHEREAS, the parties enter into this Agreement in order to eliminate the potential duplication of the existing system for the assessment and collection of taxes and to promote governmental efficiency; and

WHEREAS, the parties enter into this Agreement pursuant to the authority granted by Section 6.22, 6.24, 6.29 and 6.30 of the Texas Property Tax Code (hereinafter called "Tax Code") and Chapter 791, Texas Government (hereinafter known as the Inter-Local Cooperation Act.)

NOW, THEREFORE, for purposes stated herein, it is mutually agreed as follows:

I. TERM:

1. This Agreement is for the collection of DISTRICT taxes for the year **2009**. This Agreement shall be effective **September 1ST, 2009.** This Agreement shall be automatically renewed on **JUNE 1,** of each calendar year unless either gives written notice to the other of its intent to terminate, at least sixty (60) days prior to the renewal date.

II. APPOINTMENT:

1. The DISTRICT appoints the TAC as the Assessor-Collector of taxes for the DISTRICT for the term of this Agreement. The TAC shall have full authority and responsibility to assess all of the real and personal property subject to taxation located within the boundaries of the DISTRICT in accord with the laws pertaining thereto. The TAC is authorized and directed to collect all taxes of the DISTRICT, both current and delinquent, including taxes previously assessed by the DISTRICT. The TAC shall remain in the sole employ and control of the COUNTY.

III. Description of Services

1. The COUNTY, through its TAC, hereby agrees to provide the following ad valorem tax related services:

   A. Compute and publish the effective tax rate subject to consideration and approval of the DISTRICT. Expenses for all notices and publications shall be borne by the DISTRICT.

   B. Establish the tax roll based on property values and exemptions certified by the Appraisal DISTRICT and the tax rate, exemptions, and discounts authorized by the DISTRICT.

   C. Prepare and mail tax statements for all DISTRICT tax accounts.

   D. Receive payment of taxes on behalf of the DISTRICT.

   E. Refund overpayment or erroneous payments of taxes as provided by law.

   F. Disburse tax monies received at the County Tax Office during the months of October through January, on the next business day, and at other months of the year, on a weekly basis or sooner in the event tax revenues equal or exceed $100,000. All other payments received at the County's depository bank will be received according to Lock-Box processing agreement between the Bank and the COUNTY.

   G. Prepare and submit reports as required pursuant to Texas Property Tax Code Ann. Sec. 31.10 to the DISTRICT accounting for all taxes collected. The COUNTY further agrees to prepare and/or provide information and reports for State agencies, auditors and other activities regarding the assessment, collection, and disbursement of ad valorem taxes.

   H. The TAC will apply equal effort in the assessment and collection of current and delinquent property taxes for the parties of this Agreement. The tax office activity will not show bias toward any taxing unit for which it collects current and delinquent property taxes.

   I. The TAC will permit the taxpayer, in the event of payment of less than the consolidated bill is tendered, to apply the payment as the taxpayer desires, in compliance with State law. In the absence of the expression of any preference as to application of payment, the payment will be applied in compliance with State Law.

   J. Any wavier of penalty and interest being considered must establish that the delinquency was caused by a direct action or inaction of the Tax Office as required by the Tax Code.

   K. The TAC will limit the time frame allowed for installment payment agreement on delinquent property taxes owing to the DISTRICT to no more than twelve months. Written approval must be obtained from the DISTRICT'S Superintendent or his designee for any deviations.

   L. The TAC will refrain from seizing and/or selling any property pertaining to the DISTRICT's Tax Roll, having a homestead designated, for payment of delinquent taxes without written approval.

   M. Interest payments required as a result of untimely processing of refunds are not considered reimbursable expenses.

   N. The TAC will certify to the Board an estimate of the collection rate for the current year, the amount of debt taxes, if applicable, and other required information pursuant to Tax Code 26.04 (b).

2. The DISTRICT hereby specifically authorizes and empowers Hidalgo County, Texas its employees, officials and agents to perform any all acts which the COUNTY, its employees, officials and agents determine necessary and proper in the best interest of the DISTRICT in order to accomplish the services hereby agreed to be performed by the COUNTY.

3. The following duties and responsibilities of the DISTRICT are specifically excluded from this agreement.

   A. Any obligation of the Hidalgo County Appraisal District.
   B. Adoption of a tax rate for the DISTRICT.
   C. Obligation of the DISTRICT regarding publication of tax information, meeting notices and elections regarding the establishment of a tax rate; and
   D. Any other obligation imposed by law upon the DISTRICT not specifically agreed to be performed by the COUTNY

4. Each Party agrees to give the other free and open access, at reasonable times and without charge, to whatever information is needed for the mutual performance of the terms of this Agreement.

IV. COUNTY AUDITING PROCEDURES:

1. It is understood by the DISTRICT that nothing in this Agreement shall in any way impair or other wise compromise the County Auditor's authority pursuant to Texas Local Government Code 112.002, 113.021,113.024,113.043,113.047,114.043,115.004 to:

   A. Prescribe the system of accounting for the COUNTY and the forms to be used by all persons in the collection and disbursement of COUNTY funds including funds held in trust for the DISTRICT pursuant to this Agreement;
   B. Prescribe the mode and manner in which the COUNTY TAC shall keep COUNTY accounts including any account designated for the DISTRICT pursuant to this Agreement;
   C. Require the COUNTY TAC and the DISTRICT to furnish monthly, annual or other reports under oath of all monies, taxes or fees of every nature received, disbursed, or remaining on hand;
   D. Verify and count the cash on hand or on deposit in a bank in connection with any report submitted by the COUNTY TAC; and,
   E. Adopt and enforce reasonable regulations not inconsistent with the Constitution and laws of this State as may be deemed essential for the proper collection, checking, and accounting of revenues received by the COUNTY, including funds held in trust for the DISTRICT.

V. DELINQUENT TAXES:

1. Pursuant to Section 6.24 of the Tax Code, the DISTRICT hereby authorizes the COUNTY by and through the TAC to collect delinquent taxes for the DISTRICT as provided herein.

2. Pursuant Section 6.30(b), Tax Code, the DISTRICT agrees to consent to representation by the attorney representing the COUNTY to enforce the collection of delinquent taxes.

3. Pursuant to Section 6.30(c), Texas Property Tax Code Ann., the COUNTY has entered into a contract with a law firm to represent the COUNTY in the enforcing and collecting of delinquent taxes. The attorney's compensation is set forth in the contract. A copy of the COUNTY'S Delinquent Tax Collection Agreement is attached hereto and incorporated herein by reference as Exhibit "A".

4. Pursuant to Section 33.04(a), 33.04(b), Texas Property Tax Code Ann., the COUNTY agrees as the collector for the DISTRICT to deliver notices of delinquency. Pursuant to Section 33.07, Texas Property Tax Code Ann., the COUNTY agrees as the collector for the DISTRICT to deliver a Notice of Delinquency which includes the additional penalty to defray the costs collection to the property owner at least thirty (30) and not more than sixty (60) days before July 1.

5. No Installment Agreements for the payment of DISTRICT'S delinquent taxes, which are in excess of $5,000.00, will be entered into by the Hidalgo County Tax Assessor/Collector without prior approval of the DISTRICT. No Installment Agreements on behalf of the DISTRICT will be entered into prior to July 1 for payment of current year delinquent taxes.

VI. CONSIDERATION:

1. The DISTRICT hereby agrees to pay and the COUNTY agrees to accept a fee of **$70,000.00** for all current and delinquent base taxes collected from **SEPT. 1ST, 2009** through, **AUGUST 31ST, 2010**. For subsequent years, after reviewing actual collection costs, the COUNTY will submit to the DISTRICT, prior to APRIL 1ST, the fee for the following year. The District will have until **MAY 1ST** to accept the recommended fee.

2. The COUNTY will deduct a 1/12th collection fee from monthly collections and submit monthly collection reports.

3. If for any reason the DISTRICT is unable to provide the COUNTY with necessary tax account information and adopted tax rate prior to the entire COUNTY'S own mailing, the DISTRICT agrees to assume the entire cost for such additional mailing. It is understood however, that the DISTRICT will be charged a prorated amount on an equal basis if another DISTRICT is consolidated on such billing.

4. The DISTRICT is to provide in writing its adopted tax rate to the COUNTY no later than **SEPTEMBER 30TH** of each year and the COUNTY is to mail out the consolidated tax statement no later than **NOVEMBER 1ST** of each year. If the DISTRICT fulfills this requirement and the COUNTY, due to a delay in adoption of its tax rate or other entities tax rate determines that it will not be able to mail consolidated tax statements by November 1st, than the COUNTY, at its own expense, will mail a separate tax statement for the DISTRICT by **NOVEMBER 1ST**.

5. The DISTRICT will require the TAC to give bond conditioned on his faithful performance of duties. The bond shall be payable to, approved by, and paid for by the Board in an amount to be determined by the Board.

VII. SOVEREIGN IMMUNITY:

1. It is expressly understood and agreed that, in the execution of the Agreement, neither the COUNTY nor DISTRICT waives or shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims arising in the exercise of governmental powers and functions.

VIII. NOTICES:

1. All notices provided to be given under this Agreement shall be given by regular or certified mail addressed to the proper party, at the following address:

IF TO COUNTY:
JD Salinas
Hidalgo County Judge
100 E. Cano
Edinburg, Texas 78539

WITH COPIES TO:
Armando Barrera Jr., RTA
Tax Assessor-Collector
P.O. Box 178
Edinburg, Texas 78540-0178

Ray Eufracio
County Auditor
100 E. Cano, 3rd Floor
Edinburg, Texas 78539

IF TO TAXING UNIT:
Donna Independent School District
Attn: Mr. David Simmons
904 Hester Ave.
Donna, Texas 78537

IX. TEXAS LAW TO APPLY:

1. 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.

X. LEGAL CONSTRUCTION:

1. 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.

XI. PRIOR AGREEMENT SUPERSEDED:

1. This Agreement constitutes the sole and only Agreement of the parties hereto and supercedes any prior understandings or written or oral agreements between the parties respecting the subject matter.

XII. AMENDMENT:

1. No amendment, modification, or alteration of the terms shall be binding unless the same be in writing, dated subsequent to the date thereof, and duly executed by the parties.

EXECUTED IN DUPLICATE ORIGINALS, EACH OF WHICH SHALL HAVE THE FULL FORCE AND EFFECT OF AN ORIGINAL THIS THE _____ DAY OF _____, 20___.

COUNTY OF HIDALGO:

HIDALGO COUNTY

BY:_____
JD Salinas,
Hidalgo County Judge
Hidalgo County, Texas

BY:_____
Alfredo Lugo,
School Board President

ATTEST:

_____
Arturo Guajardo,
Hidalgo County Clerk

_____
Nick Castillo,
School Board Secretary

HIDALGO COUNTY
TAX OFFICE
COLLECTIONS DEPARTMENT

Job Title:	Tax Clerk/Cashier	FLSA Status:	Non-Exempt
Department:	140	Civil Service Status:	Non-Exempt

SUMMARY

Performs a variety of clerical procedures for which guidelines exist and may require judgement and specialized knowledge.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Types correspondence and other documents and materials using a typewriter and/or word processing software.
- Uses spreadsheet and/or database software to input and retrieve information
- Establishes and maintains records and files related to Tax Office.
- Conducts research as needed to respond to routine questions by tax payers.
- Reviews and processes documents requiring basic knowledge in the Tax field.
- Prepares and mails responses to routine inquiries.
- Prepares and issues documents according to specific instructions or established guidelines.
- Performs other clerical duties as required, including filing, coding, recording information, making copies, sorting, and distributing mail, faxing and shredding.
- Proofreads records and forms.
- Addresses envelopes or packages.
- Receives and posts payments and issues receipts.
- Provides an accounting of cash balance daily and insures that cash balances with receipts issued.
- Responsible for resolving most discrepancies independently.
- Prepares cash and checks for deposits and make deposits.
- Responsible for all cash and checks.
- Issues Tax Certificates as requested by mail or by telephone.
- Issues statements on Rollback and delinquent tax on new subdivisions and continues to up-date files.
- Splits or combines accounts when necessary.
- Prepares and receives payments on delinquent contracts.
- Receives and posts payments on Special Inventory.
- Updates yearly ledgers kept on accounts taxed under productivity values.
- Stamps, sorts and distributes mail.
- Folds statements.
- Stuffs envelopes by hand.
- Answers telephones, conveys messages and runs errands.
- Maintains, distributes, keeps record of replacement orders for inventories of supplies.

- Pulls receipts and files from storage.
- Sets up fee accounts.
- Receives and posts payments on fees.
- Posts refunds.
- Reviews and processes all property types for all current and prior year supplement adjustment modifications.
- Mails all supplements or regular mailouts and researches all return mail.
- Accepts refund applications and answering any questions relating to adjustments.
- Responsible for coding or un-coding mortgage company and keeps good communication with mortgage companies.
- Calculates In-House adjustments.
- Available to perform duties in the Assessing, Collecting or Motor Vehicle Departments for cross training.
- Deals with the public and helps solve taxpayer problems in person or by telephone, conveys messages and makes telephone calls.
- Must be flexible and available to perform other duties as assigned. Must have good judgement, be courteous, cooperative, maintain a good attendance record and be properly dressed for the job.
- Must be able to perform consistently and effectively under extreme pressure.
- Must observe all rules and safety procedures.
- Assists the taxpayer with information and hand out forms on how to transfer a title.
- Answers telephone questions courteously, professionally and efficiently.
- Collects monies for xerox copies.
- Ability to work well with others.
- 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. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or general education degree (GED) with courses in typing, plus a minimum of one (1) year of responsible managerial work experience, preferably with governmental entity; OR
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a current valid Texas Motor Vehicle Operator's license and current liability insurance.
- Provide letter of recommendation from previous employer.
- Provide copies of diplomas and certificates of achievements.

OTHER SKILLS AND ABILITIES

- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions and decimals.
- Ability to compute rate, ratio and percent to draw and interpret bar graphs.
- Ability to apply commonsense understanding to carry out instructions furnished in written, oral or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- 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 stand; sit; use hands to finger, handle, or feel objects, tools, or controls; and talk or hear. The employee is required to reach with hands and arms, climb or balance, stoop or kneel.

The employee must occasionally lift and/or move up to thirty (30) pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable 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 judgement
- demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communicating with others.

ACCIDENT PREVENTION PROGRAM

Required to follow all department's safety regulations.

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-15-140-001-0

AI - 16889

TAX OFFICE

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	TAX ASSESSOR/COLLECTOR	76,972.00	0.00	76,972.00	0.05	3,849.00	6,539.00	87,360.00	87,360.00	0.00	0.00	0.00	8,000.00	0.00	95,360.00
0002	113	CHIEF OF OPERATIONS	65,250.00	0.00	65,250.00	0.05	3,262.00	0.00	68,512.00	68,512.00	660.00	0.00	0.00	6,940.00	0.00	76,112.00
0003	113	TAX COLLECTIONS MANAGER	59,894.00	0.00	59,894.00	0.05	2,995.00	0.00	62,889.00	62,889.00	1,560.00	0.00	0.00	2,800.00	0.00	67,249.00
0004	113	MOTOR VEHICLE MANAGER	55,570.00	0.00	55,570.00	0.05	2,778.00	0.00	58,348.00	58,348.00	0.00	0.00	0.00	5,625.00	0.00	63,973.00
0005	113	CHIEF FRAUD INVESTIGATOR	50,118.00	0.00	50,118.00	0.05	2,506.00	0.00	52,624.00	52,624.00	540.00	0.00	0.00	0.00	500.00	53,664.00
0006	113	TAX ASSESING MANAGER	51,324.00	0.00	51,324.00	0.05	2,566.00	0.00	53,890.00	53,890.00	1,980.00	0.00	0.00	0.00	0.00	55,870.00
0007	113	ACCOUNTS REPORT SPECIALIST	50,253.00	0.00	50,253.00	0.05	2,513.00	0.00	52,766.00	52,766.00	540.00	0.00	0.00	1,500.00	0.00	54,806.00
0008	113	HEAD ACCOUNTANT	48,110.00	0.00	48,110.00	0.05	2,406.00	0.00	50,516.00	50,516.00	1,080.00	0.00	0.00	1,500.00	0.00	53,096.00
0009	113	COMPUTER SYSTEMS ADMINISTRATOR	45,479.00	0.00	45,479.00	0.05	2,274.00	0.00	47,753.00	47,753.00	540.00	0.00	0.00	1,500.00	0.00	49,793.00
0010	113	FRAUD INVESTIGATOR	43,853.00	0.00	43,853.00	0.05	2,193.00	0.00	46,046.00	46,046.00	0.00	0.00	0.00	0.00	500.00	46,546.00
0011	113	EXECUTIVE ASSISTANT	46,592.00	0.00	46,592.00	0.05	2,330.00	0.00	48,922.00	48,922.00	1,440.00	0.00	0.00	0.00	0.00	50,362.00
0012	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	480.00	0.00	0.00	0.00	0.00	46,076.00
0013	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	0.00	0.00	0.00	0.00	0.00	45,596.00
0014	113	ACCOUNTANT	43,425.00	0.00	43,425.00	0.05	2,171.25	0.00	45,596.25	45,596.00	840.00	0.00	0.00	0.00	0.00	46,436.00
0015	113	ACCOUNTANT	40,511.00	0.00	40,511.00	0.05	2,025.55	0.00	42,536.55	42,537.00	420.00	0.00	0.00	1,500.00	0.00	44,457.00
0016	113	HEAD BOOKKEEPER	39,413.00	0.00	39,413.00	0.05	1,971.00	0.00	41,384.00	41,384.00	660.00	0.00	0.00	0.00	0.00	42,044.00
0017	113	SUPERVISOR ASSISTANT	37,330.00	0.00	37,330.00	0.05	1,866.00	0.00	39,196.00	39,196.00	0.00	0.00	0.00	0.00	0.00	39,196.00
0018	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	1,680.00	0.00	0.00	1,500.00	0.00	42,055.00
0019	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.00	0.00	38,875.00	38,875.00	1,740.00	0.00	0.00	1,500.00	0.00	42,115.00
0020	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	660.00	0.00	0.00	1,500.00	0.00	41,035.00
0021	113	SUPERVISOR	37,024.00	0.00	37,024.00	0.05	1,851.20	0.00	38,875.20	38,875.00	1,200.00	0.00	0.00	900.00	0.00	40,975.00
0022	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	360.00	0.00	0.00	1,500.00	0.00	36,471.00
0023	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	540.00	0.00	0.00	750.00	0.00	36,261.00
0024	113	ASSISTANT SUPERVISOR	33,306.00	0.00	33,306.00	0.05	1,665.00	0.00	34,971.00	34,971.00	300.00	0.00	0.00	0.00	0.00	35,271.00
0025	113	ASSISTANT ACCOUNTANT	34,346.00	0.00	34,346.00	0.05	1,717.00	0.00	36,063.00	36,063.00	1,620.00	0.00	0.00	0.00	0.00	37,683.00
0026	113	HEAD CASHIER	34,346.00	0.00	34,346.00	0.05	1,717.30	0.00	36,063.30	36,063.00	660.00	0.00	0.00	0.00	0.00	36,723.00
0027	113	SENIOR TITLE EXAMINER	32,018.00	0.00	32,018.00	0.05	1,601.00	0.00	33,619.00	33,619.00	540.00	0.00	0.00	0.00	0.00	34,159.00
0028	113	HEAD DATA ENTRY	33,578.00	0.00	33,578.00	0.05	1,679.00	0.00	35,257.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1100-415-15-140-001-0

AI - 16889

TAX OFFICE

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	
0029	113	HEAD BOOKKEEPER	31,666.00	0.00	31,666.00	0.05	1,583.00	0.00	33,249.00	33,249.00	900.00	0.00	0.00	0.00	0.00	34,149.00
0030	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,260.00	0.00	0.00	750.00	0.00	35,103.00
0031	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,020.00	0.00	0.00	750.00	0.00	34,863.00
0032	113	SUPERVISOR ASSISTANT	31,517.00	0.00	31,517.00	0.05	1,576.00	0.00	33,093.00	33,093.00	1,740.00	0.00	0.00	750.00	0.00	35,583.00
0033	113	ASSISTANT ACCOUNTANT	32,533.00	0.00	32,533.00	0.05	1,627.00	0.00	34,160.00	34,160.00	480.00	0.00	0.00	0.00	0.00	34,640.00
0034	113	ASSISTANT SUPERVISOR	32,646.00	0.00	32,646.00	0.05	1,632.00	0.00	34,278.00	34,278.00	1,680.00	0.00	0.00	0.00	0.00	35,958.00
0035	113	ASSISTANT SUPERVISOR	32,646.00	0.00	32,646.00	0.05	1,632.00	0.00	34,278.00	34,278.00	1,620.00	0.00	0.00	0.00	0.00	35,898.00
0036	113	ASSISTANT HEAD CASHIER	28,865.00	0.00	28,865.00	0.05	1,443.00	557.00	30,865.00	30,865.00	300.00	0.00	0.00	0.00	0.00	31,165.00
0037	113	TITLE EXAMINER	28,588.00	0.00	28,588.00	0.05	1,429.00	571.00	30,588.00	30,588.00	420.00	0.00	0.00	0.00	0.00	31,008.00
0038	113	ASSISTANT BOOKKEEPER	28,082.00	0.00	28,082.00	0.05	1,404.00	596.00	30,082.00	30,082.00	1,020.00	0.00	0.00	0.00	0.00	31,102.00
0039	113	ASSISTANT ACCOUNTANT	28,937.00	0.00	28,937.00	0.05	1,447.00	553.00	30,937.00	30,937.00	480.00	0.00	0.00	0.00	0.00	31,417.00
0040	113	COMPUTER DEPARTMENT CLERK	27,756.00	0.00	27,756.00	0.05	1,388.00	612.00	29,756.00	29,756.00	0.00	0.00	0.00	0.00	0.00	29,756.00
0041	113	SECRETARY	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	540.00	0.00	0.00	0.00	0.00	33,300.00
0042	113	DEPUTY CLERK/CASHIER	27,598.00	0.00	27,598.00	0.05	1,379.90	620.10	29,598.00	29,598.00	1,020.00	0.00	0.00	0.00	0.00	30,618.00
0043	113	ADMINISTRATIVE ASSISTANT	27,016.00	0.00	27,016.00	0.05	1,350.80	649.20	29,016.00	29,016.00	300.00	0.00	0.00	0.00	0.00	29,316.00
0044	113	DEPUTY TAX CLERK	26,959.00	0.00	26,959.00	0.05	1,347.95	652.05	28,959.00	28,959.00	420.00	0.00	0.00	0.00	0.00	29,379.00
0045	113	DEPUTY TAX CLERK	26,864.00	0.00	26,864.00	0.05	1,343.20	656.80	28,864.00	28,864.00	1,200.00	0.00	0.00	0.00	0.00	30,064.00
0046	113	DEPUTY CLERK/CASHIER	26,214.00	0.00	26,214.00	0.05	1,311.00	689.00	28,214.00	28,214.00	600.00	0.00	0.00	0.00	0.00	28,214.00
0047	113	HEAD CASHIER	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0048	113	HEAD CASHIER	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	1,020.00	0.00	0.00	0.00	0.00	28,726.00
0049	113	DEPUTY CLERK/CASHIER	25,245.00	0.00	25,245.00	0.05	1,262.25	737.75	27,245.00	27,245.00	780.00	0.00	0.00	750.00	0.00	28,775.00
0050	113	COLLECTION CLERK	25,245.00	0.00	25,245.00	0.05	1,262.25	737.75	27,245.00	27,245.00	300.00	0.00	0.00	0.00	0.00	27,545.00
0051	113	ASSISTANT BOOKKEEPER	25,820.00	0.00	25,820.00	0.05	1,291.00	709.00	27,820.00	27,820.00	360.00	0.00	0.00	0.00	0.00	28,180.00
0052	113	TAX CLERK/CASHIER	24,789.00	0.00	24,789.00	0.05	1,239.00	761.00	26,789.00	26,789.00	1,320.00	0.00	0.00	0.00	0.00	28,109.00
0053	113	ASSISTANT CASHIER	29,120.00	0.00	29,120.00	0.05	1,456.00	544.00	31,120.00	31,120.00	1,080.00	0.00	0.00	0.00	0.00	32,200.00
0054	113	DEPUTY CLERK/CASHIER	24,554.00	0.00	24,554.00	0.05	1,228.00	772.00	26,554.00	26,554.00	480.00	0.00	0.00	0.00	0.00	27,034.00
0055	113	COLLECTION CLERK	24,470.00	0.00	24,470.00	0.05	1,224.00	776.00	26,470.00	25,470.00	0.00	0.00	0.00	0.00	0.00	25,470.00
0056	113	CASHIER ASSISTANT	24,428.00	0.00	24,428.00	0.05	1,221.00	779.00	26,428.00	26,428.00	780.00	0.00	0.00	0.00	0.00	27,208.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0057	113	CASHIER ASSISTANT	24,420.00	0.00	24,420.00	0.05	1,221.00	779.00	26,420.00	26,420.00	900.00	0.00	0.00	0.00	0.00	27,320.00
0058	113	CASHIER ASSISTANT	23,906.00	0.00	23,906.00	0.05	1,195.00	805.00	25,906.00	25,906.00	420.00	0.00	0.00	0.00	0.00	26,326.00
0059	113	DEPUTY CLERK/CASHIER	23,729.00	0.00	23,729.00	0.05	1,186.00	814.00	25,729.00	25,729.00	360.00	0.00	0.00	0.00	0.00	26,089.00
0060	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	600.00	0.00	0.00	0.00	0.00	26,225.00
0061	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.00	819.00	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0062	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.00	819.00	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0063	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	900.00	0.00	0.00	0.00	0.00	26,525.00
0064	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	0.00	0.00	0.00	0.00	0.00	25,625.00
0065	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	780.00	0.00	0.00	0.00	0.00	26,405.00
0066	113	DEPUTY CLERK/CASHIER	23,625.00	0.00	23,625.00	0.05	1,181.25	818.75	25,625.00	25,625.00	540.00	0.00	0.00	0.00	0.00	26,165.00
0067	113	TAX CLERK/CASHIER	23,553.00	0.00	23,553.00	0.05	1,178.00	822.00	25,553.00	25,553.00	480.00	0.00	0.00	0.00	0.00	26,033.00
0068	113	TAX CLERK/CASHIER	23,553.00	0.00	23,553.00	0.05	1,178.00	822.00	25,553.00	25,553.00	0.00	0.00	0.00	0.00	0.00	25,553.00
0069	113	TAX CLERK/CASHIER	23,542.00	0.00	23,542.00	0.05	1,177.00	823.00	25,542.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0070	113	DEPUTY CLERK/CASHIER	23,375.00	0.00	23,375.00	0.05	1,168.75	831.25	25,375.00	25,375.00	1,080.00	0.00	0.00	0.00	0.00	26,455.00
0071	113	TAX CLERK/CASHIER	23,319.00	0.00	23,319.00	0.05	1,166.00	834.00	25,319.00	25,319.00	0.00	0.00	0.00	0.00	0.00	25,319.00
0072	113	INVENTORY CLERK	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	2,250.00	0.00	27,486.00
0073	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0074	113	DEPUTY TAX CLERK	24,736.00	0.00	24,736.00	0.05	1,236.80	763.20	26,736.00	26,736.00	0.00	0.00	0.00	0.00	0.00	26,736.00
0075	113	CASHIER ASSISTANT	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0076	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	300.00	0.00	0.00	0.00	0.00	25,536.00
0077	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0078	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	24,236.00	0.00	0.00	0.00	0.00	0.00	24,236.00
0079	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0080	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	360.00	0.00	0.00	0.00	0.00	25,596.00
0081	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0082	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0083	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0084	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0085	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0086	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	1,020.00	0.00	0.00	0.00	0.00	26,256.00
0087	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0088	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0089	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	600.00	0.00	0.00	0.00	0.00	25,836.00
0090	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	720.00	0.00	0.00	0.00	0.00	25,956.00
0091	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0092	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0093	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0094	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0095	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	300.00	0.00	0.00	0.00	0.00	25,536.00
0096	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0097	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0098	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0099	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0100	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	420.00	0.00	0.00	0.00	0.00	25,656.00
0101	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0102	113	DEPUTY TAX CLERK	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0103	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	600.00	0.00	0.00	0.00	0.00	25,836.00
0104	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0105	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0106	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0107	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0108	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0109	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0110	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0111	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0112	113	TAX CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,162.00	838.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00

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											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0113	113	DEPUTY CLERK/CASHIER	23,236.00	0.00	23,236.00	0.05	1,161.80	838.20	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0114	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0115	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0116	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0117	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0118	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0119	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0120	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0121	113	DEPUTY CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0122	113	TAX CLERK/CASHIER	22,820.00	0.00	22,820.00	0.05	1,141.00	859.00	24,820.00	24,820.00	0.00	0.00	0.00	0.00	0.00	24,820.00
0123	113	ADMINISTRATIVE ASSISTANT	31,200.00	0.00	31,200.00	0.05	1,560.00	0.00	32,760.00	32,760.00	300.00	0.00	0.00	1,500.00	0.00	34,560.00
0124	113	TAX CLERK/CASHIER	29,120.00	0.00	29,120.00	0.05	1,456.00	544.00	31,120.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0125	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	540.00	0.00	0.00	0.00	0.00	26,540.00
0126	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0127	113	DEPUTY CLERK/CASHIER	24,000.00	0.00	24,000.00	0.05	1,200.00	800.00	26,000.00	26,000.00	780.00	0.00	0.00	0.00	0.00	26,780.00
0128	113	ADMISNISTRATIVE ASSISTANT	30,000.00	0.00	30,000.00	0.05	1,500.00	500.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
		CREATE POSITIONS														
0129	113	TAX CLERK/CASHIER	0.00	24,820.00	24,820.00	0.05	0.00	0.00	24,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0130	113	TAX CLERK/CASHIER	0.00	24,820.00	24,820.00	0.05	0.00	0.00	24,820.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			3,710,334.00	49,640.00	3,759,974.00		185,518.35	78,504.85	4,023,997.20	3,905,673.00	54,840.00	0.00	0.00	43,765.00	1,000.00	4,004,318.00

Approval to create two (2) regular fulltime Tax Clerk/ Cashier positions, slot no.'s 0129 and 0130, budgeted salary $24,820.00 respectively. Pending CC approval.

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, August 18, 2009 **Agenda Item:** 16889

Summary of request/proposal:
Tax Office is requesting approval to create two (2) regular fulltime Tax Clerk/ Cashier positions, slot no.'s 0129 and 0130, budgeted salary $24,820.00 respectively. Pending CC approval.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	Tax Clerk/ Cashier	0129	113	0.00	24,820.00	24,820.00
1100	Tax Clerk/ Cashier	0130	113	0.00	24,820.00	24,820.00
				0.00	49,640.00	49,640.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-15-140-001-0- 113	TAX OFFICE - REG F/T EMPLOYEES	$15,025.13
9-1100-415-15-140-001-0- 211	TAX OFFICE - HEALTH INSURANCE	$2,520.74
9-1100-415-15-140-001-0- 212	TAX OFFICE - LIFE INSURANCE	$16.34
9-1100-415-15-140-001-0- 220	TAX OFFICE - FICA	$1,149.42
9-1100-415-15-140-001-0- 230	TAX OFFICE - RETIREMENT	$1,355.27
9-1100-415-15-140-001-0- 250	TAX OFFICE - UNEMPLOYMENT COMP	$75.13
9-1100-415-15-140-001-0- 260	TAX OFFICE - WORKER'S COMP	$15.03
	2009 Budgetary Impact	$20,157.06

2010 Budgetary Impact: 44,141.39

Possible Funding Sources:
General Fund/ Co Wide Contingency (Cost of position to be reimbursed by Inter-Local Agreement).

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER:
Tax Office #140

DATE:
AUGUST 18, 2009

CURRENT POSITION TITLE:
n/a

CURRENT SLOT. #: 0129
0130

REQUESTED POSITION TITLE:
(For new positions or reclassifications)
TAX CLERK/CASHIER

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

*Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 2X 24,820.00 (Proposed Budgeted Salary) $ 49,640.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other General Fund / CO. wide Contingency (cost of position to be reimbursed by inter-local agreement.

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____ Enter hourly rate for temp. positions

Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

SEE ATTACHED. Additional personnel needed for the collection of taxes for Donna ISD. Personnel will be assigned to new Alamo Sub-Station.

NEW POSITION: Brief job description and attach a copy of the new job description.

POSITIONS NEEDED FOR ADDITIONAL DUTIES FROM DONNA ISD.

POSITION RECLASIFICATION: Explain change and /or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

NO BUDGETARY IMPACT, FUNDED BY INTER-LOCAL AGREEMENT FOR COLLECTION OF TAXES FOR DONNA ISD.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 8/7/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 8/14/2009	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

DATE: June 29, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Tax Office

ACCOUNT NUMBER: 9-1100-415-XX-1XX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	20,157.06
TO			
9-1100-415-15-140-001-0- 113	TAX OFFICE -	REG F/T EMPLOYEES	$15,025.13
9-1100-415-15-140-001-0- 211	TAX OFFICE -	HEALTH INSURANCE	$2,520.74
9-1100-415-15-140-001-0- 212	TAX OFFICE -	LIFE INSURANCE	$16.34
9-1100-415-15-140-001-0- 220	TAX OFFICE -	FICA	$1,149.42
9-1100-415-15-140-001-0- 230	TAX OFFICE -	RETIREMENT	$1,355.27
9-1100-415-15-140-001-0- 250	TAX OFFICE -	UNEMPLOYMENT COMP	$75.13
9-1100-415-15-140-001-0- 260	TAX OFFICE -	WORKER'S COMP	$15.03
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to salary related fringes for the creation of two (2) Tax Clerk/ Cashier positions (slot no. 0129 & 0130).

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-16916 **20.A.**

Swearing in of Civil Service Commissioner

CC REGULAR

Date:	08/18/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Comm. Handy
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #1

Information

CAPTION

Swearing in of Civil Service Commissioner

BACKGROUND

Appointed by Court on 07/14/2009.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/12/2009 03:23 PM	APRV
2	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Monica Badillo Started On: 08/11/2009 03:33 PM

Final Approval Date: 08/14/2009

AI-16989 **21.A.1.**

Elections Transfer for consulting contract

CC REGULAR

Date: 08/18/2009
Submitted By: Ivan Cantu, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Elections (1100):
Approval of 2009 interdepartmental transfer from Countywide Adminstration to Elections in the amount of $78,000.00 to fund redistricting consulting services contract.

BACKGROUND

Funding is for phase one of contract.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-1XX-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 8-14-09 $309,788.83.

Attachments

Link: Elections transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/14/2009 04:58 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 05:07 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 05:20 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Ivan Cantu — Started On: 08/14/2009 04:47 PM

Final Approval Date: 08/14/2009

DATE: August 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Elections

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-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	(78,000.00)
TO			
9-1100-414-00-130-001-0- 339	Elections-	Other Professional Svcs.	78,000.00

AI-16984 **21.A.2.**

Interdept transfer for Human Society (1100)

CC REGULAR

Date: 08/18/2009
Submitted By: Erika Zamora, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

Information

CAPTION

Humane Society (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. To Humane Society-Other Services in the amount of $100,000.00 to fund annual agreement with Palm Valley Animal Center.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-4XX-00-115-0XX-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funds available as of 8-14-09 $309,788.83.

Attachments

Link: Interdept Trnsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 04:39 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/14/2009 04:59 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Erika Zamora — Started On: 08/14/2009 04:31 PM

Final Approval Date: 08/14/2009

DATE: August 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Humane Society

ACCOUNT NUMBER: 9-1100-4XX-00-115-0XX-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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	(100,000.00)
TO				
9-1100-461-00-115-038-0	350	HUMANE SOCIETY	OTHER SERVICES	100,000.00
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

Transfer from Co. Wide Contingency to Humane Society due to increase in annual funding agreement with Palm Valley Animal Center.

SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-16983 **21.A.3.**

General Litigation

CC REGULAR

Date:	08/18/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Monica Badillo
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

General Litigation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Administration (1100) to General Litigation in the amount of $75,000.00 to fund pending and future settlements/claims.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-X0-115-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-415-30-115-021-0-333; $30,000.00
9-1100-415-00-115-002-0-899 --> 9-1100-415-30-115-021-0-339; $45,000.00

Funds available as of 08/14/09.

Attachments

Link: INTERDEPT TRNSF

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/14/2009 04:49 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 04:51 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 05:00 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Sylvia Solis Started On: 08/14/2009 04:13 PM

Final Approval Date: 08/14/2009

DATE: August 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for General Litigation

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

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(75,000.00)
TO			
9-1100-415-30-115-021-0- 333	GENERAL LITIGATION -	LEGAL SERVICES	30,000.00
9-1100-415-30-115-021-0- 339	GENERAL LITIGATION -	OTHER PROFESSIONAL SERVICES	45,000.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer to fund pending and future claims.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-16986 **21.A.4.**

Interdepartmental Transfer for Adult Probation

CC REGULAR

Date:	08/18/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Adult Probation (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. To Adult Probation in the amount of $50,000.00 to fund electricity expenditures with Reliant Energy.

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 8-14-09 $309,788.83.

Attachments

Link: Interdept Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/14/2009 04:45 PM	APRV
2	Ivan Cantu	Ivan Cantu	08/14/2009 05:00 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Erika Zamora — Started On: 08/14/2009 04:39 PM

Final Approval Date: 08/14/2009

DATE: August 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Adult Probation

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

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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	(50,000.00)
TO			
9-1100-423-00-320-001-0- 622	ADULT PROBATION	ELECTRICITY	50,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: **Transfer from Co. Wide Adm. To Adult Probation for electricity expenditures with Reliant Energy.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-16920 **21.A.5.**

BCAP Inter-departmental Transfer

CC REGULAR

Date:	08/18/2009
Submitted By:	Norma Ceballos, COMM. PCT. #3
Department:	COMM. PCT. #3
Agenda Category:	Precinct #3

Information

CAPTION

Pct. #3 BCAP (1312):
Approval of 2009 inter-departmental transfer within Precinct #3 Border Colonia Access Program fund (1312) from La Homa Grove Estates (program 380) to Ramon Leal Subdivision (program 591) in the amount of $2,368.76 to fund expected expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-380-0-312

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

BUDGETARY IMPACT:

Available balance as of 8/13/09 is $4,362.18.

Attachments

Link: BCAP Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 09:12 AM	APRV
2	Perla Lopez	Perla Lopez	08/13/2009 09:39 AM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Norma Ceballos — Started On: 08/11/2009 04:59 PM

Final Approval Date: 08/14/2009

INTER-DEPARTMENTAL TRANSFER

DATE: August 18, 2009

DEPARTMENT HEAD: Joe M. Flores, Commissioner

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 9-1312-431-00-123-XXX-X-XXX

SUBJECT: **Inter-departmental Transfer/s (increase/decrease)**

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Inter-departmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM:		
9-1312-431-00-123-380-0-312	La Homa Grove Estates - Indirect Cost	**(2,368.76)**
TO:		
9-1312-431-00-123-591-0-731	Ramon Leal Subd. Roads	**$ 2,368.76**
	Total Budget (Increase/Decrease)	**0.00**

REASON: To cover expected expenses. To Award the lowest bid.

Department Head Signature

Date

Approved Commissioners' Court

Attest County Clerk

AI-16964 **21.A.6.**

Pct. 1 Interdept transfer from FM 88 Drainage to FM 88 (1315)

CC REGULAR

Date:	08/18/2009
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 - TXDOT (1315):
Approval of 2009 interdepartmental transfer from TXDOT - FM 88 Drainage, program #036, to TXDOT -FM 88, program #037, in the amount of $10,000.00 to fund project expenditures.

BACKGROUND

As requested by Noe Montez from Pct. 1, transfer is to fund legal fees (i.e. eminent domain cases) in relation to the FM 88 TXDOT project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1315-431-X0-121-0XX-0-XXX

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

BUDGETARY IMPACT:

9-1315-431-50-121-036-0-711 --> 9-1315-431-00-121-037-0-841 $10,000.00; funds available as of 8-13-09.

Attachments

Link: Pct. 1 TXDOT FM 88 transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/13/2009 02:01 PM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 03:48 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 09:00 AM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Ivan Cantu Started On: 08/13/2009 01:49 PM

Final Approval Date: 08/14/2009

DATE: August 13, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

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

ACCOUNT NUMBER: 9-1315-431-XX-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			
9-1315-431-50-121-036-0- 711	TXDOT-FM 88 Drainage-	ROW	(10,000.00)
TO			
9-1315-431-00-121-037-0- 841	TXDOT-FM 88-	Aid to Govt. Agency	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund legal fees in relation to the FM 88 TXDOT project, program #036.

SIGNATURE

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

AI-16959 **21.A.7.**

Inter-Departmental transfer for El Charro Subdivision Project.

CC REGULAR

Date:	08/18/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Budget and Management

Information

CAPTION

Pct. #2 R&B (1202):
Approval of 2009 interdepartmental transfer within Precinct #2 fund (1202) from R&B (program 006) to Border Colonia Access Program Project El Charro Subdivision Project (program 240) in the amount of $250.00 to fund project expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $339,597.60 as of 08/12/2009.
9-1202-431-00-122-006-0-841--> 9-1202-431-00-122-240-0-442 in the amount of $250.00.

Reference : PO# 626963

Attachments

Link: Inter-Dept. Transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 10:43 AM	APRV
2	Roland Garcia	Rolando Garcia	08/14/2009 02:11 PM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/12/2009 05:49 PM

Final Approval Date: 08/14/2009

DATE: August 12, 2009

2009
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.2

ACCOUNT NUMBER: 9-1202-431-00-122-XXX-0-XXX Road & Bridge

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

Contact: Yoli Cisneros
Ph#: 956-787-1891 Ext. 2002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1202-431-00-122-006-0-841	Pct 2 P/U Rd - AID TO GOVERNMENT AGENCIES	(250.00)
9-1202-431-00-122-240-0-442	PCT2 P/U Rd - El Charro Subdivision Equipment & Vehicle Rental	$250.00
	TOTAL BUDGET INCREASE (DECREASE)	

REASON:
Transfer from PCT2 ROAD & BRIDGE to BCAP PROJECT El Charro Subdivision for expenditures needed while working on the project. (PO # 626963 for A Clean Portoco)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-16969 **21.A.8.**

District Clerk - Interdepartmental Transfer from Contingency to fund postage expenditures

CC REGULAR

Date:	08/18/2009
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interdepartmental Transfers

Information

CAPTION

District Clerk (1100):
Approval of 2009 Interdepartmental transfer from Co. Wide Administration (1100) to District Clerk in the amount of $20,000.00 to fund anticipated postage expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-41X-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-412-00-090-001-0-535; $20,000.00 funds available as of 08/14/09.

Attachments

Link: interdept trnsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	08/14/2009 04:49 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 04:51 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 04:59 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Sylvia Solis Started On: 08/14/2009 09:12 AM

Final Approval Date: 08/14/2009

DATE: June 29, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff

ACCOUNT NUMBER: 9-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Sylvia V. Solis **PHONE:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(20,000.00)
TO			
9-1100-412-00-090-001-0- 535	DISTRICT CLERK -	POSTAGE	20,000.00
TOTAL BUDGET INCREASE (DECREASE)			**0.00**

REASON:

Interdepartmental transfer to replace funds that were removed on 02/17/09 and 02/24/09 used to replenish the District Clerk Trust Account with the understanding that the Dept. of Budget & Mgmt. would reimbursed at a later date.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-16975 **21.A.9.**

Pct. 1 Interdept transfer from Contingency to Sanitation-Disposal Svcs (1100)

CC REGULAR

Date:	08/18/2009
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 Sanitation (1100):
Approval of 2009 interdepartmental transfer from Countywide Administration to Pct. 1 Sanitation in the amount of $50,000.00 to fund tire disposal services expenditures.

BACKGROUND

As requested by Noe Montez, Pct. 1, funding is needed for tire disposal services, PO #615569-Cameron Land & Cattle, Inc.

Fiscal Impact

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

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

BUDGETARY IMPACT:

9-1100-415-00-115-002-0-899 --> 9-1100-432-00-121-001-0-421 $50,000.00 to fund PO #615569 for Cameron Land & Cattle Co.

Attachments

Link: Pct. 1 Sanitation Disposal transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	08/14/2009 03:49 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 03:52 PM	APRV
3	Erika Zamora	Erika Zamora	08/14/2009 05:02 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Ivan Cantu Started On: 08/14/2009 01:35 PM

Final Approval Date: 08/14/2009

DATE: August 14, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

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

ACCOUNT NUMBER: 9-1100-4XX-00-1XX-00X-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	(50,000.00)
TO			
9-1100-432-00-121-001-0- 421	Pct. 1 Sanitation-	Disposal	50,000.00

AI-16897 **22.A.4.**

Termination/C-09-046-03-03-Maximus, Inc.,dba, AssetWorks Appraisal
CC REGULAR

Date:	08/18/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval to exercise the written notice of termination of C-09-046-03-03 as stated and reflect in line item #25-(c), page 6 of the Legal Terms and Conditions of the RFB and Article 14-(c), page 4 of the contract with Maximus, Inc. dba Asset Works Appraisal for the "Structure Valuation And Insurance Appraisals Of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)" Project due to budget constraints.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This item will not have any funding impact.

Attachments

Link: Notice Letter

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 09:20 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 09:22 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 04:51 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Vangie Garcia — Started On: 08/10/2009 09:18 AM

Final Approval Date: 08/14/2009

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, August 12, 2009 4:33 PM
To: 'Eric Scapillato'
Cc: 'Martha Salazar'; 'valde.guerra@co.hidalgo.tx.us'; 'Roy Quintanilha'; 'Darlene Betancourt'
Subject: Termination Of C-09-046-03-03-Structure Valuation And Insurance Appraisals Of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)
Attachments: 2009-046-02-18.pdf; C-09-046-03-03-MAXIMUS DBA ASSETWORKS APRAISAL-STRUCTURE VALUATION AND INSURANCE APPRAISALS-HC.pdf

Importance: High

Eric,
Please be advised that that an agenda item will be placed for Tuesday, August 18, 2009, for Commissioners Court approval to terminate the above referenced contract pursuant to ***line item #25-©- page 6 of the Legal Terms and Conditions of the RFB and Article 14 ©, page 4 of the contract*** (please see attachments) for the "Structure Valuation And Insurance Appraisals Of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) project, ***due to budget constraints***.

The termination notice will be in effect as of ***September 17, 2009*** pursuant to the thirty (30) days written notice which I will be sending to you with an ***"Official Notice"*** on Tuesday, August 18, 2009 subject to Commissioners Court action.

Should you have any questions, or require additional information, please do not hesitate to contact me. Thank you.

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina. garcia@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-046-03-03

THIS CONTRACT is made and entered into this 3rd day of **March, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Maximus, Inc. dba Asset Work Appraisal Of Dallas Texas** ("Corporation").

WHEREAS, Company responded to advertised notices for bids for "**Structure Valuation And Insurance Appraisals of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as proposed, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB"); and

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within Hidalgo County following a request for Services by the Elected Official or Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **March 3, 2009** and ending on **March 2, 2010** and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company:	**Maximus, Inc. dba Asset Works Appraisal** **Attn: Eric Scapillato, Regional Director** **13601 Preston Road, Suite 201E** **Dallas, Texas 75240**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon

ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

COMPANY: AssetWorks, Inc.

By: _____

Printed Name: Michael Borello

Title: VP, Appraisal Div.

Date: 3/27/09

Approved on Commissioners Court:_____

APPROVED AS TO FORM:

By: Antonio Mendoza
Antonio Mendoza, Assistant District Attorney

Date: 2/23/09

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

February 2, 2009

_____

_____

_____

RE: HIDALGO COUNTY

RFB NO: 2009-046-02-18-VYG

RFB-Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement cost)

Dear Prospective Bidder:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/vyg

Enclosures

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HDIALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)

RFB NO: 2009-046-02-18-VYG

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications & "B" Bid Page, consisting of 7 pages.
4. Exhibit "C" Insurance Requirements, consisting of 4 pages.
5. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Exhibit "E" Bidder's Affidavit, consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Contract Agreement, consisting of 5 pages.
10. Hidalgo County Property Listing Exhibit, consisting of 10 pages.

The above mentioned items shall be found in this Request for Bids-Goods/Products-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar PW

Martha L. Salazar, CPPB, Purchasing Agent

02/02/09
Date

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

BID NO: 2009-046-02-18	VANGIE Y. GARCIA	TEL. NO: (956) 318-2626-EXTENSION 4856

REQUEST FOR BIDS

HIDALGO COUNTY
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

FEBRUARY 18, 2009

Contact Person:

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

LEGAL NOTICE **BID NO: 2009-046-02-18-VYG**

1. Sealed bids will be received for **HIDALGO COUNTY-STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs) and all Hidalgo County funding sources, programs, and entities** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-046-02-18-VYG"-HIDALGO COUNTY -STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERITES/BUILDINGS (i.e. replacement costs)** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 18, 2009.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"REQUEST FOR BIDS-2009-046-02-18-VYG-HIDALGOCOUNTY-STRUCTURE VALUATIONS AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs).

3. Hidalgo County reserves the right to: **A**. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B**. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C**. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject

all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
2802 S. Business Hwy. 281, New Administration Building
Edinburg, Texas 78539 - (956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation -**HIDALGO COUNTY-STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 18, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of

the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

REQUEST FOR BID FOR

"HIDALGO COUNTY – STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"

(i.e. replacement costs)

BID NO.: 2009-046-02-18-VYG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS
(i.e. replacement costs)

BID NO: 2009-046-02-18-VYG

Specifications, Requirements and Other Terms and Conditions

OVERVIEW:

Hidalgo County (hereinafter referred to as "COUNTY") and all Hidalgo County funding sources, programs, and entities is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s). The initial tem of this contract ***shall commence upon award and fully executed contract*** for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced appraiser(s) for the valuation and insurance appraisals for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs) The information provided in the Request For Bids (hereinafter referred to as "RFB") is only to be used for the purpose of preparing a bid for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs). Request For Bids will be accepted until **9:30 A.M., Wednesday, February 18, 2009. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

1. **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

2. **BIDDER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

3. **NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

4. **PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

5. **ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

6. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

7. **SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

8. **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

9. **HAND DELIVERED BIDS:**

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the County Purchasing Staff.

10. **SIGNING OF BIDS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

11. **WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

12. **SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

13. **TERM OF CONTRACT:**

The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

14. **DAVIS BACON ACT (if applicable):**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

15. **REQUEST FOR BIDS:**

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

16. **UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

17. **BIDDER'S QUALIFICATIONS:**

Hidalgo County is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable experienced real estate appraiser(s). Must submit any and all applicable credentials, qualifications with RFB. Photostat copies are acceptable.

18. **PERSONNEL AND STAFFING:**

The bidders should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the bidder's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

19. **REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.

If bidder cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

20. **SCOPE OF SERVICES:**

Hidalgo County is seeking bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFB.

- Bidder(s) submitting bids(s) do so entirely at their expense. There is no expressed or implied obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

- To provide valuations and insurance appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

- Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

  a. Property name, location, tax ID
  b. Square footage
  c. Condition
  d. Status
  e. Normal useful life
  f. Actual cash value
  g. Replacement value
  h. Functional replacement value as defined in the Insurance Services Offices

- The services provided by the quailed experienced appraiser(s) shall include, but are not limited to:
  1. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
  2. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
  3. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

- All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

- The successful proposer(s) and any assigned staff shall qualified and experienced to perform the work being requested in the RFB.

- The successful bidder(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

- The successful bidder(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFB.

- The successful bidder(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

- The successful bidder(s) shall have adequate qualified experienced staff to perform all contract work within the contract time.

- Provide a brief history of your firm, including all names and business addressed under which your firm has operated as requested under #16-RFB- Requirements-Understanding Of Project.

- Identify the professional staff members who would be performing the work, listing their qualifications, experiences, as requested under #17-RFB- Requirements-Personnel and Staffing.

- Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

- Provide your firm's latest financial statements.

- In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the bidder(s) to perform the work. The bidder(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this bidder as may be requested. Hidalgo County reserves the right to reject any bids if the evidence submitted by or investigation of, such bidder(s) fails to satisfy Hidalgo County that such bid(s) is properly qualified to carry out the obligations of the RFB and to complete the work therein.

- Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs).

  Option #1-Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings yearly up-date: Provide prices to update property valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 upon completion of work and County acceptance of the up-dated real property valuation and insurance appraisals reports.

  Option #2 -Bidder(s) may provide a price for (Structure Valuation and Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

21. **BIDDER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Bidder(s) are to provide a bid on bid page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

22. **NUMBER OF COPIES TO BE SUBMITTED:**
Hidalgo County requires one (1) original submittal and three (3) copies.

HIDALGO COUNTY
RFB NO: 2009-046-02-18-VYG
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

BID PAGE

Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs). Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option 1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

All backup documentation required to comply with the bid as stated herein will be attached to this bid page.

OPTION I: $_____
Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) yearly up-date. Provide prices to update property/buildings valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option I upon completion of work and County acceptance of the up-date real property/buildings valuation and insurance appraisals reports.

OPTION II: $_____
Bidder(s) may provide a price for Structure Valuation And Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option II shall reflect a five thousand (5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

DATE (MM/DD/YY)

ACORD CERTIFICATE OF INSURANCE

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C

INSURER D

INSURER E

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS – COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY – EA ACCIDENT $ OTHER THAN EA ACC $ AUTO ONLY: AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				☐ WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE – EA EMPLOYEE $ E.L. DISEASE – POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____ **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.** _____
State of Incorporation: _____ **Date:**_____ **Other:** _____
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ❒ Less than 125,000 annual gross receipt ❒ Less than 250,000 annual gross receipt ❒ Less than 499,000 annual gross receipt ❒ More than 500,000 annual gross receipt ❒ 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
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____ **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:** _____

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09

THIS CONTRACT is made and entered into this _____ day of _____, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and ____of ____("Company").

WHEREAS, Company responded to advertised notices for bids for "Structure Valuation And Insurance Appraisals of Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs)" (the "Services"), and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

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2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Elected Official or Department Head** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, **2009** and ending on _____, and may be extended at the sole discretion of County for an additional two (2)-one (1) year periods, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

DRAFT

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and

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shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: _____

_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts

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to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

WITNESS our hands in duplicate originals this ____ day of _____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

Date:_____

ATTEST:

_____ _____
Arturo Guajardo, Jr., County Clerk Date

COMPANY:

By:_____

Printed Name:_____

Title:_____

Date:_____

Approved on Commissioners' Court: _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____ Date:_____
Stephen L. Crain

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Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
WAREHOUSE -- EAST BUILDING	E. 107 & 6TH STREET	78539	San Carlos	Owned	10,000	650,000	500,000		S
FENCE	E. 107 & 6TH STREET	78539	San Carlos	Owned	xxxxxx	10,000	0		
WAREHOUSE -- WEST BUILDING	E. 107 & 6TH STREET	78539	San Carlos	Owned	43,000	650,000	100,000		
ELECTIONS ANNEX/OFFICES	101 S. 10TH AVENUE	78539	Edinburg	Owned	4,176	240,000	104,427	1972	B
PHARR WHS -- ELECTIONS	1100 E. Hwy 83	78577	Pharr	Leased		0	2,385,514		
New Voting Machines (04/07/08)							235,000		
WAREHOUSE -- MESH CARTS-SECURITY	E. 107 & 6TH STREET	78539	San Carlos	Owned		0	67,086		
ADMINISTRATION OFFICES (K-Mart Bldg)	2802 S. BUSINESS HWY 281	78539	Edinburg	Owned	55,552	5,092,364	1,118,000	1980	
CHEVRON BLDG - Demolished on 4/08	201 N. CLOSNER	78539	Edinburg	Owned		703,684	**land only**		
NIETOS BLDG - Demolished 4/08	217 N. CLOSNER	78539	Edinburg	Owned		340,386	**land only**		
ROBERT CHEVROLET	317 N. CLOSNER	78539	Edinburg	Owned	22,306	5,700,000	0	1967	Brick
TAMARRON ESTATES - LOTS 50, 51, 52	3714 SO. EXPRESSWAY 281	78539	Edinburg	Donation		475,569	0		
TAMARRON ESTATES - LOTS 1, 2, 3	3714 SO. EXPRESSWAY 281	78539	Edinburg	Donation		369,955	0		
ADMINISTRATION BLDG	100 E. CANO	78539	Edinburg	Owned	105,280	3,500,000	1,118,000		NC-ICM
ANNEX #1-OFFICES/COUNTY CLERK /AUXILIARY COURT	100 N. CLOSNER	78539	Edinburg	Owned	8,360	459,800	100,000	1970	B
TAX OFFICE	503 E. Earling	78589	San Juan	Owned		0	620		
COUNTY CLERK SUBSTATION	419 Nolana, Suite B	78501	McAllen	Donation	900	0	1,090		
COURTHOUSE	100 S. CLOSNER	78539	Edinburg	Owned	58,520	9,619,772	3,000,000	1953	SFR
HIDTA (Portable Bldg) (G)	3100 S. Closner	78539	Edinburg	Owned	3,866	0	250,000	0	SFR
BUILDINGS & GROUNDS (Portable Bldgs)	3100 D & E F H, G CLOSNER (Offices (Main, Techicians), Storage, Garage)	78539	Edinburg	Owned	9,964	2,700,000	300,000	1977	Metal
BUILDINGS & GROUNDS - C	3100 S. Hwy 281	78539	Edinburg	Owned	26,818	667,000	500,000		BM
BUILDINGS & GROUNDS CARPENTARY SHOP	219 E LOEB	78539	Edinburg	Owned	3,552	350,000	5,000		B/F
BUILDINGS & GROUNDS CARPENTARY SHOP - E	3100 S. Hwy 281		Edinburg	Owned	2,116		300,00		Metal

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
AUTO LICENSE - MCALLEN	300 E. HACKBERRY	78501	McAllen	Owned	3,522	193,710	78,000	1979	NC-B
AUTO SUBSTATION/LICENSE - WESLACO	615 SOUTH INTERNATIONAL	78596	Weslaco	Owned	1,944	0	75,000		
AUTO SUBSTATION/LICENSE - SAN JUAN	509 E. EARLING	78589	San Juan	Owned		0	25,000		
AUTO SUBSTATION/LICENSE - MULTI-PURPOSE CENTER P3	722 BREYFOGLE STE. 104	78572	Mission	Owned	2,600	0	110,400		
COMMUNITY SERVICE	2524 N. CLOSNER (contents)	78539	Edinburg	Leased	17,000	0	95,000		SFR
VACANT	2401 N. MOOREFIELD	78572	Mission		25,000	1,500,000	50,000		
TEXAS COOP EXTENSION	410 N. 13TH STREET	78539	Edinburg	Owned	9,952	800,000	125,000	1967	HTB
HOUSE SEIZED FOR TAXES/FUSOSO & DAVILA	LOT 73 RAMSEYER GARDENS SUB	78539	Edinburg	Owned	3,750	55,133	0		HT
Hidalgo County pays for the DPS/Weslaco lease, there are no H/Co employees or H/Co equipment/contents:									
DPS WESLACO	2812 S FM 1015	78536	Weslaco	Leased	2000	0	0		
DPS MISSION - MULTI-PURPOSE CENTER	722 Breyfogle Ste. 102	78572	Mission			0	0		
DPS EDINBURG II	410 N. 13th Avenue		Edinburg	Owned	1,600				
DPS EDINBURG II	1212 S. 25th St.		Edinburg	Owned	1,600				
ADULT PROB BLDG	3100 S. Bus. Hwy 281	78539	Edinburg	Owned	42,186	3,320,692	395,627	2007	Brick/Steel/Concrete
BOOTCAMP -- BARRACKS #1/Edinburg	1000 M ROAD	78539	Edinburg	Owned/Lease	5,952	325,000		1993	ICM
BOOTCAMP -- BARRACKS #2/Edinburg	1000 M ROAD	78539	Edinburg	Owned/Lease	5,952	325,000		1993	ICMS
BOOTCAMP-CLASS/ADMIN/KITCHEN (Contents)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	300,000	1993	
BOOTCAMP (Barracks #1) (Contents Only)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	50,000	1993	
BOOTCAMP (Barracks #2) (Contents Only)	1000 M ROAD	78539	Edinburg	Owned/Lease	xxxxxx	0	50,000		
BOOTCAMP-CLASS/ADMIN/KITCHEN (Contents)	1000 M ROAD	78539	Edinburg	Owned/Lease	9,344	650,000	0	1993	ICMS
JUVENILE DETENTION CENTER	3100 S. CLOSNER	78539	Edinburg	Owned	15,416	993,485	105,000		
JUVENILE JUSTICE COURT	1001 N. DOOLITTLE	78539	Edinburg	Owned	140,000	17,259,483	596,159		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
JUVENILE PROB BOOTCAMP/WESLACO	1703 N. Bridge	78596	Weslaco	Owned	4,800	1,300,000	66,000		
RESTITUTION CENTER -- NEW	1124 N M RD	78539	Edinburg	Owned	12,914	840,000	120,000		
RESTITUTION CENTER -- OLD	207 E. LOEB	78539	Edinburg	Owned	16,468	500,000	0		
YOUTH -- KITCHEN/STORAGE (Recommend Demolition)	1711 N. BRIDGE	78596	Weslaco	Owned	3,148	173,140	150,000	1951	
YOUTH -- DETENTION CENTER (Recommend Demolition)	1711 N. BRIDGE	78596	Weslaco	Owned	9,275	510,125	150,000	1951	
YOUTH -- After Care Program	1711 N. BRIDGE	78596	Weslaco	Owned	5,476	310,000	250,000	1993	
YOUTH -- WASHROOM	1711 N. BRIDGE	78596	Weslaco	Owned	528	29,040	10,000	1951	
SHERIFF -- ACADEMY	715 E. CIBOLO	78539	Edinburg	Owned	14,350	1,363,250	6,500,000		
SHERIFF -- DETENTION FACILITY	701 E. CIBOLO RD				273,000	25,935,000			
SHERIFF -- LAW ENFORCEMENT	711 E. CIBOLO				30,000	2,850,000			
SHERIFF -- MOTOR POOL	713 E. CIBOLO				8,700	826,500			
SHERIFF -- FIRING RANGE	715 E. CIBIOLO				1,677	159,315			
SHERIFF -- PROPERTY VAULT	413 N. 14TH AVE				7,481	710,695			
SHERIFF -- DETENTION SUBSTATION	100 N. CLOSNER (COURTHOUSE)				4,127	0			
CONSTABLES									
PCT 1 -- Const	1902 JOE STEPHENS AVE (No Bldg)	78596	Weslaco	Owned	168	0	5,000		
PCT 2 -- Const	523 S. STANDARD	78589	San Juan	Owned	xxxxxx	0	10,000		HTB
PCT 3 -- Const (Multi-Purpose Center)	730 N. Breyfogle Ste. B	78572	Mission	Owned		0	45,981		
PCT 4 -- Const	1212 S 25TH AVENUE	78539	Edinburg	Owned	5,853	110,000	10,000		
PCT 5 -- Const (Elsa One-Stop)	708 E. EDINBURG	78543	Elsa	Owned	150	0	10,000		
JUSTICES OF THE PEACE									
PCT 1 - JP PL 1 (in Pct 1 Ofc) - Gilbert Saenz	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	3,120	0	10,000		B
PCT 1 - JP PL 2 (in Pct 1 Ofc) - Jesus Morales	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	3,120	0	10,000		HT
PCT 2 - JP PL 1 - Bobby Contreras	1510 N JACKSON RD	78577	Pharr	Leased	1,290	0	15,000		
PCT 2 - JP -PL 2 - Rosa Trevino	122 E. PARK (CONTENTS)	78577	Pharr	Leased	800	0	10,000		B
PCT 3 - JP PL 1 - Luis Garza (Multi-Purpose Center)	730 N. Breyfogle Ste. C	78572	Mission	Owned		0	15,000		
PCT 3 - JP PL 2 - Ismael Ochoa (Multi-Purpose Center)	730 N. Breyfogle Ste. A	78572	Mission	Owned		0	25,000		
PCT 4 - JP PL 1 - Charlie Espinoza	212 N. 12TH	78539	Edinburg	Owned	2,500	397,817	10,000	1971	Block/Stucco

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
PCT 4 - JP PL 2 - Mary Alice Palacios	224 N. 12Th Ave	78539	Edinburg	Owned	3,236	243,313	10,000	1971	Block/Stucco
PCT 5 - JP (Elsa One-Stop) - Speedy Jackson	708 E. EDINBURG	78543	Elsa	Owned	xxxxxx	0	5,000		
HEADSTART -- Alamo	303 S. 7TH STREET	78516	Alamo	Interlocal	7,950	450,000	65,000	1996	CD
HEADSTART -- Alton (land only)	202 W. DAWES AVE	78572	Alton	Interlocal	7,265	315,000	55,000	1996	CD
HEADSTART -- Donna I	1402 SILVER AVE	78537	Donna	Lease/Own	11,661	650,000	85,000		HT
HEADSTART -- Donna II (land only)	1715 MILLER	78537	Donna	Lease/Own	3,488	135,000	35,000	1997	CD
HEADSTART -- Donna IV	202 W. SOUTH AVE	78537	Donna	Leased	1,670	0	25,000		
HEADSTART -- Elsa/Edcouch -- ESL	W HWY 107 & MI 4 N	78538	Edcouch/Elsa	Interlocal	17,709	0	120,000		B
HEADSTART -- Elsa/Edcouch Kitchen	W HWY 107 & MI 4 N	78538	Edcouch/Elsa	Interlocal		0	65,000		B
HEADSTART -- MAIN OFFICE	1901 WEST HWY 107	78540	McAllen	Owned	20,000	1,000,000	550,000		B
HEADSTART -- Edinburg I	225 S. 25TH	78539	Edinburg	Interlocal	3,808	0	45,000		SFR
HEADSTART -- Edinburg II	1200 N. 1ST STREET	78539	Edinburg	Interlocal	1,787	0	18,500		BV
HEADSTART -- Edinburg III	3817 SOUTH I Road	78539	Edinburg	Leased	1,703	0	45,000		
HEADSTART -- Edinburg IV	3215 RICHARDSON ROAD	78539	Edinburg	Owned	12,692	668,000	85,000	2001	Sht Mtl
HEADSTART -- Edinburg V	3500 E FM 2812	78539	Edinburg	Owned	10,225	700,000	65,000		
HEADSTART -- Elsa	700 NW HIDALGO	78543	Elsa	Leased	5,200	0	35,000		HT
HEADSTART -- Granjeno	6610 SOUTH FM 492		Mission		10,004	135,000	0	1995	Wood Frame
HEADSTART -- Hidalgo	621 S. 5TH STREET	78557	Hidalgo	Interlocal	3,488	116,000	35,000	1996	CD
HEADSTART -- La Joya	105 E. 5TH & LEO AVE	78569	La Joya	Lease/Own	5,363	232,000	60,000	1996	SFR
HEADSTART -- Las Milpas/Pharr	714 ZAPATA	78577	Las Milpas	Interlocal	6,384	250,000	65,000	1995	CD
HEADSTART -- Las Milpas II	901 E. THOMAS ROAD	78577	Las Milpas	Leased	3,168	0	35,000		
HEADSTART -- McAllen (Vine Terrace)	2220 B NORTH 27TH ST	78501	McAllen	Leased	2,208	0	25,000		HT
HEADSTART -- McAllen II	1001 S.16TH STREET (STCC)	78501	McAllen	Supt Agmt	1,950	0	35,000		CD
HEADSTART -- McAllen IV	3900 S. WARE RD	78501	McAllen		1,800	0	45,000		
HEADSTART -- McAllen V	1200 N. 25TH ST	78501	McAllen	Leased	2,210	0	25,000		B
HEADSTART -- McAllen VI	2601 SARAH AVE	78501	McAllen	Leased	2,879	0	35,000		
HEADSTART -- Mercedes (land only)	1100 WEST EXPRESSWAY 83	78570	Mercedes	Interlocal	6,652	292,000	65,000	1994	CD
HEADSTART -- La Herencia	RR 3 BOX 3059	78570	Mercedes	Leased	2,879	0	35,000		BV
HEADSTART -- Mercedes II (LA ESTANCIA)	3601 E. Mi 8 NORTH	78570	Weslaco	Leased	2,047	0	25,000		
HEADSTART -- Mission Kitchen	405 W. 13TH	78572	Mission	Owned	2,044	120,000	75,000		ICM
HEADSTART -- Mission I	115 S. MAYBERRY	78572	Mission	Leased	5,455	0	45,000		SFR

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
HEADSTART -- Mission II Kitchen (land only)	1105 E. 8TH STREET	78572	Mission	Owned	12,727	625,000	130,000	1990	B
HEADSTART -- Mission III-Pueblo de Paz	3401 N. MAYBERRY	78572	Mission	Leased		0	45,000		
HEADSTART -- Mission IV-Rio de Vida	301 S. INSPIRATION ROAD	78572	Mission	Leased	1,703	0	45,000		
HEADSTART -- Mission/Western (land only)	CORNER OF WESTERN RD & FM 2221	78572	Mission	Lease/Own	4,200	180,000	35,000	2000	D
HEADSTART -- Monte Alto	25249 & 1ST STREET	78538	Monte Alto	Interlocal	2,848	0	25,000		CD
HEADSTART -- Palmview I	1/4 MI NORTH OF 495 ON FM 2062	78572	Palmview	Lease/Own	5,712	650,000	55,000	1994	CD
HEADSTART -- Palmview Annex	1/4 MI NORTH OF 495 ON FM 2062	78572	Palmview	Leased	2,500	0	35,000		
HEADSTART -- Palmview II	618 BREYFOGLE RD	78572	Mission	Owned	12,860	650,000	85,000	2001	Stucco
HEADSTART -- Palmview III	2401 N. MOOREFIELD	78572	Mission	Owned	6,384	300,000	65,000	1995	CD
HEADSTART -- Penitas	FM 1427 1 MI S. OF HWY 83	78576	Penitas	Leased	3,369	0	35,000		HT
HEADSTART -- Pharr (land only)	415 E. CLARK	78577	Pharr	Inter/Own	6,288	247,000	60,000	1996	SFR
HEADSTART -- Progresso (land only) -- ESL	CORNER OF SOUTH 1015 & PALM	78579	Progresso	Inter/Own	3,488	116,000	35,000		
HEADSTART -- San Carlos -- ESL	134 N. 86TH STREET	78539	San Carlos	Interlocal	6,000	387,000	45,000		
HEADSTART -- San Juan II (w/ kitchen)	200 N. COUGAR	78589	San Juan	Lease/Own	3,488	135,000	35,000	1996	CD
HEADSTART -- San Juan II (w/ kitchen)	601 EARLING ROAD	78589	San Juan	Owned	12,860	700,000	115,000		
HEADSTART -- Sullivan City	WEST HWY 83	78595	Sullivan City	Leased	7,106	291,000	55,000	1996	CD
HEADSTART -- Weslaco I	310 N. KANSAS	78596	Weslaco	Leased	6,092	0	32,000		D
HEADSTART -- Weslaco II	3030 N. TEXAS BLVD	78596	Weslaco	Leased	3,500	0	45,000		SFR
HEADSTART -- Weslaco III	6.5 MILE WEST & EXPWY 83	78596	Weslaco	Leased	4,632	0	55,000	1997	CD
HEALTH -- MAIN OFFICE	1304 S. 25TH AVENUE	78539	Edinburg	Owned	36,540	2,009,700	1,000,000	1971	SFR
HEALTH -- MCALLEN	300 E. HACKBERRY	78501	McAllen	Owned	6,212	341,660	250,000	1978	NC-B
HEALTH -- MISSION-MULTI-PURPOSE CENTER	722 BREYFOGLE	78572	Mission	Owned		P3	20,000		
HEALTH & WIC -- EDINBURG	3105 E. SCHUNIOR	78539	Edinburg	Owned	8,075	500,000	200,000	1997	SFR
HEALTH & WIC -- ELSA ONE-STOP	708 E. EDINBURG	78543	Elsa	Owned	10,777	1,010,000	130,000	2000	
HEALTH & WIC -- HIDALGO	702 E TEJANO (contents)	78557	Hidalgo	Leased	xxxxxx	0	130,000		B
HEALTH & WIC -- MISSION	211 S SCHUERBACH	78572	Mission	Owned	3,840	600,000	300,000	1965	NC-B
HEALTH & WIC -- PHARR	1903 N. FIR	78577	Pharr	Owned	5,478	301,290	150,000	1980	SFR
HEALTH & WIC -- WESLACO	1901 N. BRIDGE AVENUE	78596	Weslaco	Owned	8,090	400,000	200,000	1993	HT
HEALTH - - P1 -- WESLACO	1902 JOE STEPHENS	78596	Weslaco	Owned		P1	8,000		
PLANNING DEPT-MULTI-PURPOSE CENTER	722 Breyfogle Ste 108	78572	Mission	Owned		0	7,749		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
RIGHT-A-WAY (San Juan Resource Center)		78589	San Juan			0	$$$		
URBAN COUNTY	1916 Tesoro Blvd	78577	Pharr	Leased	8,400	0	250,000		
WIC -- ALAMO	313 E. BUSINESS 83, SUITE #113	78516	Alamo	Leased	2,800	0	20,000		
WIC -- ALTON	3513 E. MAIN AVE.	78572	Alton	Leased	5,000	0	50,000		
WIC -- ALTON II	3519 W. Main, Suite B	78574	Alton	Leased	3,750	0	30,000		
WIC -- DONNA	301 S. 8TH	78537	Donna	Leased	3,000	0	30,000		
WIC -- EDINBURG	113 EAST DAWSON	78539	Edinburg	Leased	3,000	0	25,000		
WIC -- ADMINISTRATIVE OFFICE	3105 W UNIVERSITY	78539	Edinburg	Leased	6,000	0	500,000	1996	
WIC -- EDINBURG II	3105 E. RICHARDSON	78539	Edinburg	Owned	xxxxxx	Health	30,000		
WIC -- STORAGE/TRAINING CENTER	3109 W UNIVERSITY	78539	Edinburg	Leased	4,770	0	500,000		
WIC -- ELSA ONE-STOP (w/Health)	708 E. EDINBURG	78543	Elsa	Owned	xxxxxx	Health	30,000		
WIC -- HIDALGO (w/Health Clinic)	702 E. TEJANO	78557	Hidalgo	Owned	xxxxxx	Health	25,000		
WIC -- LA JOYA	204 W 2nd ST	78560	La Joya	Leased	3,000	0	60,000		
WIC -- LAS MILPAS	7013 S. Cage	78577	Pharr	Leased	3,200	0	25,000		
WIC -- MCALLEN	300 E HACKBERRY (MODULAR)	78501	McAllen	Owned	1,850	82,500	50,000		
WIC -- MCALLEN III	3001 N. 23rd - Suite B	78502	McAllen	Leased	2,546	0	30,000		
WIC -- MCALLEN II	220 S. Bicentennial-Suite D	78501	McAllen	Leased	3,000	0	50,000		
WIC -- MERCEDES	540 S. TEXAS	78570	Mercedes	Leased	5,080	0	30,000		
WIC -- MISSION II w/P3	722 N. Breyfogle Suite 106 C	78572	Mission	Owned	2,085	P3	30,000		
WIC -- MISSION (with Health)	211 S SCHUERBACH	78572	Mission	Owned	xxxxxx	Health	40,000		
WIC -- PHARR II	926 W. Sam Houston Suite 3	78577	Pharr	Leased	2,832	0	30,000		
WIC -- PHARR (behind fire station)	1903 N. FIR	78577	Pharr	Owned	xxxxxx	Health	20,000		
WIC -- PROGRESSO (MODULAR)	5 MILE S BUSINESS 83 ON FM 1015	78579	Progresso	Owned	xxxxxx	68,000	50,000		
WIC -- RIO GRANDE CITY	604 N. Garza Street	78585	RG CITY	Leased	3,425	0	40,000		
WIC -- ROMA	1505 N. Grant	78584	ROMA	Leased	2,500	0	25,000		
WIC -- SAN CARLOS (CRC P4)	230 N. 86TH STREET	78539	San Carlos	Owned	xxxxxx	0	40,000		
WIC -- SAN JUAN (CRC P2)	509 E. Earling	78589	San Juan	Owned	2,578	260,000	38,000		
WIC -- SULLIVAN CITY	HWY 83 1/4 MI W OF Town Light	78595	Sullivan City	Owned	xxxxxx	0	15,000		
WIC -- WESLACO (w/Health)	1901 NORTH BRIDGE	78596	Weslaco	Owned	xxxxxx	Health	30,000		
WIC -- WESLACO	417 S Oregon	78596	Weslaco	Leased	3,266	0	30,000		

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 1 -- ADMINISTRATIVE (West Building)	1902 JOE STEPHENS (West Building)	78596	Weslaco	Owned	6,000	494,685	81,850	2000	
PCT 1 -- MECHANIC'S SHOP	1902 JOE STEPHENS	78596	Weslaco	Owned	4,000	75,000	5,000	0	NC-ICM
PCT 1 -- PROGRESSO COMM CENTER	New Highway 1015-5 MI. S. BUS 83	78579	Progresso	Owned	6,000	360,000	5,000	1994	B
PCT 1 -- 14' X 40' PORTABLE BLDG	New Highway 1015-5 MI. S. BUS 83	78579	Progresso	Owned	560	5,300	0	2001	CD
PCT 1 -- 24' X 48' PORTABLE BLDG	1902 JOE STEPHENS AVE	78596	Weslaco	Owned	1,152	8,700	0	2001	CD
PCT 1 -- JP/CONSTABLE (North Building)	1902 JOE STEPHENS (North Building)	78596	Weslaco	Owned	6,000	482,685	0	2000	ICM
PCT 1 -- 30' X 32' PORTABLE BLDG (SW)	Mile 11 No/Mile 1.5 West	78596	Weslaco	Owned	960	7,900	2,500	2001	CD
PCT 1 -- DELTA LAKE PARK TOLLBOOTH	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	12	800	0	1956	CD
PCT 1 -- DELTA LAKE PARK STORAGE ROOM #2	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	1,000	0		HT
PCT 1 -- DELTA LAKE PARK STORAGE ROOM #1	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	1,000	2,500		HT
PCT 1 -- DELTA LAKE 45 SIGNS (TOTAL VALUE)	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	2,500	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #4	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,680	3,000	0	2000	CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #6	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	3,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #5	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	5,000	0		CD
PCT 1 -- DELTA LAKE PARK RESTROOMS (4 @ $1500 EA)	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	2,500	6,000	0		HT
PCT 1 -- DELTA LAKE PARK PLAYGROUND #2	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	7,000	0		CD
PCT 1 -- DELTA LAKE PARK OPEN PAVILION	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	8,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #1	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	9,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #7	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	9,000	0		CD
PCT 1 -- DELTA LAKE PARK PLAYGROUND #3	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	10,000	0		CD
PCT 1 -- DELTA LAKE PARK LIFT STATION W/FENCE	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	xxxxxx	11,000	0		HT
PCT 1 -- DELTA LAKE PARK SHOP	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,920	20,000	0	2000	HT
PCT 1 -- DELTA LAKE PARK OFFICE W/FENCE	1.5 MI N OF MONTE ALTO, E SIDE OF FM88	78596	Monte Alto	Owned	1,344	38,000	20,540		CD
PCT 1 -- HIDELBURG PARK PLAYGROUND EQUIP, DIAMOND & SIGN	EXP 83, MILE 2 EXIT, 2.5 MI	78570	Mercedes	Owned	xxxxxx	6,300	0		IC
PCT 1 -- SCHOERDER PARK PLAYGROUND EQUIP, FENCE & 1 SIGN	S ON 493 COLONIA SECA	78537	Donna	Owned	xxxxxx	5,500	0		IC
PCT 1 -- SUNRISE E Side PLAYGRND(3000) & FENCE 2500	N ON 1015, E ON MI 11, 2.5 MILES	78596	Weslaco	Owned	xxxxxx	5,500	0		CD
PCT 1 -- SUNRISE SHOP-BLDG II	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	,400	10,000	20,000		B

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 1 -- SUNSET FENCE, TRAIL WORKOUT STATIONS & SIGNS	N ON 1015, E ON MILE 11, 2.25 MI	78596	Weslaco	Owned	xxxxxx	10,800	0		CD
PCT 1 -- SUNRISE RESTROOM	SUNRISE HILL PARK	78596	Weslaco	Owned	648	12,000	0	1976	HT
PCT 1 -- SUNRISE W SIDE PLAYGRND @5000 & 15 SIGNS=1000	N ON 1015, E ON MI 11, 2.5 MILES	78596	Weslaco	Owned	xxxxxx	6,000	0		CD
PCT 1 -- SUNRISE PAVILION	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	7,000	171,750	5,000	1976	S
PCT 1 -- SUNRISE W SIDE CLOSED PAVILION W/FENCE	MILE 11 N & MILE 1 1/4 WEST	78596	Weslaco	Owned	12,800	35,000	1,000		ICM
PCT 1 -- SUNSET N & S PLAYGROUND EQUIPMENT	SUNSET HILL PARK	78596	Weslaco	Owned	xxxxxx	4,000	0		IC
PCT 1 -- SUNSET CONCESSION BLDG & SOFTBALL DIAMOND	N ON 1015, E ON MILE 11, 2.25 MI	78596	Weslaco	Owned	xxxxxx	23,500	1,000		C
PCT 1 -- SUNSET CONC STAND & RESTROOMS	SUNSET HILL PARK	78596	Weslaco	Owned	1,600	25,486	0	1989	HT
PCT 2 -- ADMINISTRATIVE	301 E. STATE STREET	78577	Pharr	Owned	4,851	121,275	50,000	1956	B
PCT 2 -- COUNTY WIDE SHOP	101 N. CYPRESS STREET	78577	Pharr	Owned	5,451	136,275	50,000	1956	B
PCT 2 -- MACHINE SHOP (MIDDLE)	309 E. STATE AVENUE	78577	Pharr	Owned	5,000	500,000	50,000	1941	B
PCT 2 -- MIDDLE PRECINCT SHOP	329 E. STATE STREET	78577	Pharr	Owned	5,750	300,000	25,000	1956	
PCT 2 -- COMMUNITY RESOURCE CENTER	509 E. EARLING	78589	San Juan	Owned	14,638	700,000	0		
PCT 2 -- BAR-B-QUE GILMORE KITCHEN	301 E. HACKBERRY	78501	McAllen	Owned	1,890	60,000	20,000	1966	ICM
PCT 2 -- PALMER PAVILION	301 E. HACKBERRY	78501	McAllen	Owned	16,128	293,050	35,000	1965	S
PCT 2 -- STORAGE BLDG	301 E. HACKBERRY	78501	McAllen	Owned	600	12,100	5,000	1980	HT
PCT 2 -- STORAGE SHED	301 E. HACKBERRY	78501	McAllen	Owned	800	7,625	5,000	1960	S
PCT 2 -- LAS MILPAS Park,w/Pool, Park, STG, Tennis Court	ANAYA RD - 1 MI 281S, SS/ROAD	78577	Las Milpas	Owned	xxxxxx	215,000	28,000		
PCT 2 -- LAS MILPAS Park Swimming Pool	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Pavilion	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Storage Shed & Pool Room	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Bathrooms 22 x 19	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Showers	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Fence, chain link fence	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LAS MILPAS Park Tennis Courts	So Hiway 281 R on Anaya	78577	Las Milpas	Owned	xxxxxx	incl			
PCT 2 -- LOPEZVILLE PARK (I Road/(l)Minnesota/(r) Rodriguez)	MINNESOTA & RODRIGUEZ	78589	San Juan	Owned	1,296	8,300			
PCT 2 -- LJ PARK	OWASSA RD-TOWER RD-LOT #31	78516	Alamo	Owned		12,362	4,507		
PCT 2 -- SOUTH TOWER PARK	SOUTH TOWER RD	78517	Alamo	Owned		69,940			
PCT 2 -- EARLING PARK	601 E. EARLING RD	78589	San Juan	Owned	571,262	1,262,048	1,469,570	2007	

Hidalgo County Property Listing

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	INSURANCE COVERAGE Contents Coverage	Built	Constr'n
PCT 3 - ADMINISTRATION	400 W. 13TH	78572	Mission	Owned	32,400	810,000	50,000	1930	ICM
PCT 3 -- MULTI-SERVICE CENTER	724 BREYFOGLE	78572	Mission	Owned	20,722	1,561,730	60,000	2004	Metal/Concrete
PCT 3 -- RECREATION HALL	5010 S. INSPIRATION ROAD	78572	Mission	Owned	10,548	157,700	5,000	1982	NC-ICM
PCT 3 -- STORAGE BLDG	5010 S. INSPIRATION ROAD	78572	Mission	Owned	1,000	12,160	5,000	1987	NC-ICM
PCT 3 -- BAR-B-QUE PAVILION	5010D S. INSPIRATION RD	78572	Mission	Owned	3,100	55,525	3,000	1982	HT
PCT 3 -- TICKET STATION/ENTRANCE HOUSE	ANSALDUAZ PARK	78572	Mission	Owned	1,054	4,800	0	1981	HT
PCT 3 -- PAVILION	ANZALDUAS PARK	78572	Mission	Owned	6,912	73,400	0	1975	CD
PCT 3 -- RESTROOM #2	ANZALDUAS PARK	78572	Mission	Owned	684	12,000	0	1975	CD
PCT 3 -- RESTROOM #3	ANZALDUAS PARK	78572	Mission	Owned	684	12,000	0	1975	CD
PCT 3 -- RESTROOM #1/STORAGE	ANZALDUAS PARK	78572	Mission	Owned	552	18,000	17,000	1975	HT
PCT 3 -- CANOPY	ANZALDUAS PARK	78572	Mission	Owned	1,860	10,750	0	1975	IC
PCT 3 -- PARK OFFICE	ANZALUDAS PARK	78572	Mission	Owned	545	17,000	3,000	1981	
PCT 3 -- BAR-B-QUE PAVILION MESINA PARK	BRYAN RD. (MESINA PARK)	78572	Mission	Owned	2,016	27,600	3,000	1986	HT
PCT 3 -- RESTROOMS/PAVILION	LOS EBANOS PARK (RESTROOMS)	78572	Los Ebanos	Owned	336	6,400	5,000	1986	HT
PCT 3 -- PAVILION/SHELTER HOUSE	LOS EBANOS PAVILLION	78572	Los Ebanos	Owned	1,100	21,950	5,000	1986	HT
PCT 3 -- PENITAS OFFICE	PENITAS LANDFILL OFFICE	78576	Penitas	Owned	545	17,000	3,000		
PCT 3 -- PAVILION/CONCESSION/RESTROOMS	SANTOS SALDANA PARK	78572	Mission	Owned	450	47,000	3,000	1989	HT
PCT 3 -- POOL PROPERTY 5.86 ACRES	N SIDE OF FM 2221, E OF IOWA RD	78572	La Joya	Owned		432,906	0	1972	
PCT 3 -- METAL BUILDING (On Pool Property)	N SIDE OF FM 2221, E OF IOWA RD	78572	La Joya	Owned		230,000	50,000	2007	Metal
PCT 3 -- RAINBOW PLAYGROUND EQUIPMENT	ANZALDUAS PARK	78572	Mission	Owned			1,200		
PCT 3 -- PLAYGROUND EQUIPMENT-PLAYSCAPE	ANZALDUAS PARK-BY RIVER	78572	Mission	Owned			24,229		
PCT 3 -- RESTROOM #4	ANZALDUAS PARK	78572	Mission	Owned	912		79,555	2005	
PCT 3 -- PLAYGROUND EQUIPMENT-PLAYSCAPE	ANZALUDAS PARK-BY PAVILION	78572	Mission	Owned			18,213		
PCT 3 -- OPEN METAL PAVILION #1	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	14X14	1,019			
PCT 3 -- OPEN METAL PAVILION #2	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	14X14	1,019			
PCT 3 -- OPEN METAL PAVILION #3	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	24X24	2,995			
PCT 3 -- OPEN METAL PAVILION #4	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	24X24	2,995			
PCT 3 -- OPEN METAL PAVILION #5	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	20X20	2,080			
PCT 3 -- RESTROOM/STORAGE FACILITY	KATARINA PARK-TOM GILL & HWY 107	78572	Mission	Owned	32 X 9	9,216			

Occupancy	Address	Zip Code	Closest City	Status	Square Footage	INSURANCE COVERAGE Bldg Coverage	Contents Coverage	Built	Constr'n
PCT 4 – MAIN OFFICE	1051 N. DOOLITTLE ROAD			Owned	5,060	815,000	0	2008	Block
PCT 4 – GUARD STATION	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	64	2,500	0		CD
PCT 4 – LUBE GARAGE	1102 N. DOOLITTLE	78539	Edinburg	Owned	360	9,000	25,000	1970	IC
PCT 4 – PCT #4 RECORDS STORAGE	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	1,206	30,150	18,000	1970	HT
PCT 4 – OFFICE/TRUCK STORAGE	1102 N. DOOLITTLE	78539	Edinburg	Owned	7,450	186,250	50,000	1972	B
PCT 4 – SIGN SHOP	1102 N. DOOLITTLE ROAD	78539	Edinburg	Owned	1,093	27,325	20,000	1972	IC
PCT 4 – SAN CARLOS RESOURCE CENTER	230 N. 86TH STREET	78539	Edinburg	Owned	5,250	507,440	7,500		
PCT 4 – GALVANIZED PAVILLION-PARKS	LOTS 2,3-HARDING AVE.	78549	Hargill	Owned	5,529	56,000			
PCT 4 – RECOVERY SHED	MCKINNEY & 5th ST	78549	Hargill	Owned	120	1,500	0		
PCT 4 – BASKETBALL COURT	WILSON & FRONTAGE RD	78541	Faysville	Owned			1,300		
PCT 4 – MILO PONCE PAVILLION w/Restrooms	INGLE E. OF DOOLITTLE	78541	Edinburg	Owned		227,000	0		
PCT 4 – RECOVERY SHED	N. HWY 281 TURN EAST ON FM 186	78563	San Manuel	Owned	120'	2,000	0		
TOTALS						**119,120,170**	**29,069,617**		

EXHIBIT “A” SPECIFICATIONS

EXHIBIT "A"
STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS (i.e. replacement costs)

BID NO: 2009-046-02-18-VYG

Specifications, Requirements and Other Terms and Conditions

OVERVIEW:

Hidalgo County (hereinafter referred to as "COUNTY") and all Hidalgo County funding sources, programs, and entities is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications that are one (1) year and older on an "As Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable real estate appraiser(s). The initial tem of this contract ***shall commence upon award and fully executed contract*** for one (1) year with Hidalgo County's Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions. The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge, experienced appraiser(s) for the valuation and insurance appraisals for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs) The information provided in the Request For Bids (hereinafter referred to as "RFB") is only to be used for the purpose of preparing a bid for "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs). Request For Bids will be accepted until **9:30 A.M., Wednesday, February 18, 2009**. **ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

1. **DISCLOSURE OF CONFLICT OF INTEREST:**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

2. **BIDDER'S AFFIDAVIT:**

Prior Contract award, respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

3. **NON-DISCRIMINATION:**

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

4. **PROCESSING TIME FOR PAYMENT:**

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

5. **ELECTRONIC TRANSMISSION OF BIDS:**

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

6. **PROOF OF FINANCIAL AND BUSINESS CAPABILITY:**

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

7. **SUBMITTER DEFAULT:**

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

8. **RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:**

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

9. **HAND DELIVERED BIDS:**

Hidalgo County requires submitters, when hand delivering bids, to make sure that it is stamped with date and time by the County Purchasing Staff.

10. **SIGNING OF BIDS:**

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

11. **WAIVING OF INFORMALITIES:**

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

12. **SUBCONTRACTING:**

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

13. **TERM OF CONTRACT:**

The initial term of this contract shall commence upon award for one (1) year, with Hidalgo County Commissioners Court sole discretion to extend for two (2) additional-one year terms, subject to approval by the Commissioners Court under the same rates, terms and conditions, subject to approval by the Commissioners Court under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term, under the same rates, terms and conditions.

14. **DAVIS BACON ACT (if applicable):**

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

15. **REQUEST FOR BIDS:**

The required contents and limitations for the preparation of the RFB are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFB. A total of **one (1) original and three (3) copies** of the RFB shall be submitted to the address on the cover letter.

16. **UNDERSTANDING OF THE PROJECT:**

This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

17. **BIDDER'S QUALIFICATIONS:**

Hidalgo County is soliciting bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" as listed in specifications for use in its financial reporting, property control, insurance placement, and proof of loss from an applicable experienced real estate appraiser(s). Must submit any and all applicable credentials, qualifications with RFB. Photostat copies are acceptable.

18. **PERSONNEL AND STAFFING:**

The bidders should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the bidder's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

19. **REQUIRED CERTIFICATES AND SUBMITTAL:**

This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified. (**if applicable)**

If bidder cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

20. **SCOPE OF SERVICES:**

Hidalgo County is seeking bids for the "Structure Valuation And Insurance Appraisals For Hidalgo County Real Estate Properties/Buildings (i.e. replacement costs)" that are one (1) year and older on "An Needed Basis" for use in its financial reporting, property control, insurance placement, and proof of loss. Proposer(s) shall provide prices for professional services as indicated on specifications and requirements of RFB.

- Bidder(s) submitting bids(s) do so entirely at their expense. There is no expressed or implied obligation by Hidalgo County to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting any additional information requested by Hidalgo County, or for participating in any selection interviews (if applicable).

- To provide valuations and insurance appraisals of any/all properties/buildings that are one (1) year and older as listed on exhibits on an "As Needed Basis". Other and/or Additional properties/buildings not stated in exhibit may be added and/or included throughout the duration of the contract term.

- Provide Hidalgo County with a comprehensive real property/building record for each item as follows:

  a. Property name, location, tax ID
  b. Square footage
  c. Condition
  d. Status
  e. Normal useful life
  f. Actual cash value
  g. Replacement value
  h. Functional replacement value as defined in the Insurance Services Offices

- The services provided by the quailed experienced appraiser(s) shall include, but are not limited to:
  1. Inspecting property/building, property/building records and interviewing key personnel to ensure a complete valuation.
  2. Preparing a comprehensive narrative report describing the scope, procedures, and definitions used in the services performed.
  3. Provide three (3) complete final reports in hard copy including all specified requirements and a corresponding computer file in MS Excel or Access Format.

- All contract work, including final reports, shall be completed within ninety (90) days of the contract execution date.

- The successful proposer(s) and any assigned staff shall qualified and experienced to perform the work being requested in the RFB.

- The successful bidder(s) shall have a minimum of ten (10) current years of experience in the valuation and appraisals of commercial and/or governmental real property.

- The successful bidder(s) shall have successfully completed a minimum of five (5) projects of similar size and cope as the work described in RFB.

- The successful bidder(s) shall be financially solvent and have the means to complete all required contract work without pre-payments.

- The successful bidder(s) shall have adequate qualified experienced staff to perform all contract work within the contract time.

- Provide a brief history of your firm, including all names and business addressed under which your firm has operated as requested under #16-RFB- Requirements-Understanding Of Project.

- Identify the professional staff members who would be performing the work, listing their qualifications, experiences, as requested under #17-RFB- Requirements-Personnel and Staffing.

- Provided references from the five (5) latest projects of similar size and scope to this project, including the contract manager name, address, telephone, and fax numbers.

- Provide your firm's latest financial statements.

- In addition Hidalgo County may make such investigations it deems necessary to determine the ability of the bidder(s) to perform the work. The bidder(s) shall furnish to Hidalgo County, within five (5) days of request, all such information and data for this bidder as may be requested. Hidalgo County reserves the right to reject any bids if the evidence submitted by or investigation of, such bidder(s) fails to satisfy Hidalgo County that such bid(s) is properly qualified to carry out the obligations of the RFB and to complete the work therein.

- Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs).

  Option #1-Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings yearly up-date: Provide prices to update property valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option #1 upon completion of work and County acceptance of the up-dated real property valuation and insurance appraisals reports.

  Option #2 -Bidder(s) may provide a price for (Structure Valuation and Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option #2 shall reflect a five thousand ($5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option #1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

21. **BIDDER(S) ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:**
Bidder(s) are to provide a bid on bid page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

22. **NUMBER OF COPIES TO BE SUBMITTED:**
Hidalgo County requires one (1) original submittal and three (3) copies.

EXHIBIT “B” VENDOR’S BID

HIDALGO COUNTY
RFB NO: 2009-046-02-18-VYG
"STRUCTURE VALUATION AND INSURANCE APPRAISALS FOR HIDALGO COUNTY OWNED REAL ESTATE PROPERTIES/BUILDINGS"
(i.e. replacement costs)

BID PAGE

Bidder(s) shall provide prices for the base bid (Structure Valuation and Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs). Hidalgo County in its sole discretion, may elect to award the Base Bid only, or the Base Bid plus Option 1 and/or Option #2. Hidalgo County also reserves the right to award a separate award/contract for Option #2.

All backup documentation required to comply with the bid as stated herein will be attached to this bid page.

OPTION I: $ $1,200 or $1,500 per year (2 options in proposal)
Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement costs) yearly up-date. Provide prices to update property/buildings valuations and insurance appraisals after one (1) years of completion and County acceptance of the base bid work. Up-date work shall be completed and acceptance date. Payment shall be made for Option I upon completion of work and County acceptance of the up-date real property/buildings valuation and insurance appraisals reports.

OPTION II: $ 13,300
Bidder(s) <u>may</u> provide a price for Structure Valuation And Insurance Appraisals of all county owned property/buildings (i.e. replacement costs) contained within the real property/building. The price for Option II shall reflect a five thousand (5,000.00) dollar per item threshold, above which will entail a specific appraisal calculation, and below which will be assigned a grouped value of all items below the threshold within the property.

VENDOR / COMPANY NAME: Asset Works Appraisal
ADDRESS: 13601 Preston Rd., Suite 201E
CITY/STATE/ZIP CODE: Dallas, TX 75240
PHONE NUMBER: 518-598-4836
FAX NUMBER: 972-702-6240
AUTHORIZED SIGNATURE:
PRINTED NAME: Eric Scapillato
TITLE: Regional Director
DATE: 2/13/09

AUTHORIZATION PAGE

Please return a copy of this executed agreement to the attention of the undersigned via fax at 972-702-6420 and the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. The TOTAL investment is as follows:

Option 1 - Building Appraisal Service Fees

$ 14,580

Option 2- Physical Inventory and Tagging at a $5,000 cutoff

$ 13,300

AssetMAXX Web Based Perpetuation Option	**$ 1,200**
Excel File Annual Trend Update Service	**$ 1,500**

RESPECTFULLY OFFERED BY:

AssetWORKS
APPRAISAL

Eric Scapillato
Regional Director

Date: February 13, 2009

ACCEPTED BY:

Hidalgo County

_____
Signature

_____
Title

_____
Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

NAMED INSURED

CONSTELLATION SOFTWARE INC.
O/A ASSETWORKS INC.
998 OLD EAGLE SCHOOL RD.
WAYNE, PA 19087 U.S.A.

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2812 S. BUSINESS HIGHWAY 281
EDINBURG, TX
78539 U.S.A.

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.

INSURANCE COMPANIES AFFORDING COVERAGE

COMPANY A Chubb Insurance Company of Canada

COMPANY B Certain Lloyd's Underwriters as represented by Media Professional Insurance

COMPANY C Federal Insurance Company

COMPANY D

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy period indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain. The insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies.

LIMITS ARE IN CANADIAN DOLLARS UNLESS INDICATED OTHERWISE.

LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

TYPE OF INSURANCE	CO LTR	POLICY NUMBER	POLICY EFFECTIVE DATE (YYYY/MM/DD)	POLICY EXPIRATION DATE (YYYY/MM/DD)	LIMITS OF LIABILITY	
COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☒ PRODUCTS AND COMPLETED OPERATIONS ☐ EMPLOYERS LIABILITY ☒ CROSS LIABILITY ☐ ☐	A	35780046	2008/09/27	2009/09/27	$ 1,000,000 $ 10,000,000 $ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000	EACH OCCURRENCE GENERAL AGGREGATE GENERAL AGGREGATE - USA PRODUCTS – COMPLETED OPERATIONS AGGREGATE PERSONAL INJURY ADVERTISING LIABILITY TENANT'S LEGAL LIABILITY
ADDITIONAL INSURED: *COUNTY OF HIDALGO*, but only with respect to liability arising out of the operations of the Named Insured. Such insurance as is afforded by the Commercial General Liability coverage on this policy will be considered as primary insurance, not contributory and not excess of any other insurance.						
NON-OWNED & HIRED AUTOMOBILE LIABILITY	A	35780046	2008/09/27	2009/09/27	$ 1,000,000	EACH OCCURRENCE
EXCESS LIABILITY ☒ UMBRELLA ☐ OTHER	A	79219492	2008/09/27	2009/09/27	$ 14,000,000 $ 14,000,000	EACH OCCURRENCE AGGREGATE
OTHER LIABILITY (specify) PROFESSIONAL LIABILITY	B	L16502T085611	2008/09/27	2009/09/27	$ 5,000,000 $ 250,000	PER CLAIM & IN THE AGGREGATE DEDUCTIBLE
PROPERTY BROAD FORM ☐ REPLACEMENT COST ☐ ACTUAL CASH VALUE		Not Applicable				DEDUCTIBLE
LOSS PAYEE:						
OTHER (specify) WORKERS COMPENSATION AND EMPLOYER'S LIABILITY LIMITS IN US FUNDS (WC STATUTORY LIMITS)	C	7173-57-61	2008/09/27	2009/09/27	$ 1,000,000 $ 1,000,000 $ 1,000,000	E.L. - EACH ACCIDENT E.L. - EACH DISEASE / EACH EMPLOYEE E.L. - DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / SPECIAL PROVISIONS:

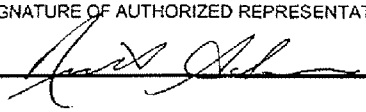
RE: AWARDED CONTRACT

BROKER

The CG&B Group Inc.
120 South Town Centre Blvd.
Markham, ON L6G 1C3

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavour to mail **30** days written notice to the certificate holder named above. Failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

SIGNATURE OF AUTHORIZED REPRESENTATIVE	PRINT NAME	DATE (YYYY/MM/DD)
	RUTH SCHRAM	2009/03/11

NW 3/11/09 3:32 PM

EXHIBIT "D"
CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

None

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

None

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

2/13/09

Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: MAXIMUS	**Telephone No.** (888) 778-8250
dba Name:	
Legal Name:	
Mailing Address : 13601 Preston Rd Ste 20E	**Fax No.** (972) 702-6420
Physical Address:	
City, State, Zip Dallas, TX 75240	**Tax I.D. No.** 46-0521049
Remit to Address : Same	**City, State, Zip**
E-Mail Address: eric.scapillato@maximus.com	
Representative(s) Name(s) & Title(s) Eric Scapillato Regional Manager	

Type of Organization (check one): ____ Individual ____ Partnership __X__ Corporation ____ Non-Profit ____ LLC ____ Sole Proprietor ____ Other, Specify ____

State Identification No.____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No. ____

State of Incorporation: Delaware **Date:**____ **Other:** ____

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker ____ Distributor ____ Service Organization ____ Other, Specify ____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Eric Scapillato, Regional Mgr.

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s): ____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?: ____

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):____ **Date Rec'd by (Purchasing):**____

Date Forwarded Information to Auditor's Office:____ **Entry Date:** ____ **Vendor No.:** ____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ☒No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

W-9 FORM

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)
Asset Works

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.)
7360 East Via De Ventura Suite L-200

Requester's name and address (optional)

City, state, and ZIP code
Scottsdale, AZ 85258

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
4 1 6 0 1 5 2 4 1 0 4 1 9

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ► [signature] Date ► 2/23/09

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

AssetWORKS

APPRAISAL

FACSIMILE TRANSMITTAL SHEET

TO	FROM:
Vangie Garcia, Contract's Manager	Eric Scapillato
COMPANY:	DATE:
Hidalgo County Purchasing	2/23/2009
FAX NUMBER:	TOTAL NO. OF PAGES, INCLUDING COVER:
956-318-2629	2
PHONE NUMBER:	SENDER'S REFERENCE NUMBER:
RE:	YOUR REFERENCE NUMBER:
W-9 Form	

☐ URGENT X FOR REVIEW PLEASE COMMENT PLEASE REPLY ☐ PLEASE RECYCLE

NOTES/COMMENTS:

DEBARMENT FORM

Certification
Regarding Debarment, Suspension Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: Eric Scapillato

Title: Regional Director

Telephone Number: 518-598-4836

Date: 2/13/09

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items #1 & 2 a thru c.

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to**
the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

NO ACTION taken on items a thru c.

4. **A. Presentation for discussion, consideration, acceptance and approval of scoring grid (for the purposes of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Hidalgo County Professional Consultants To Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriffs Office Project (s)" (approved for scoring by CC on 02/17/09);**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval to rank Hollis, Rutledge & Assoc. as #1, Law Firm of TRTAS as #2, Vazaldua & Assoc. as #3 and Dos Logistic as #4.

B. Requesting authority for the Purchasing Department to negotiate a professional consulting services contract with the number one ranked firm for: Professional Consulting Services to Seek Funding and Assistance through Federal, State, Private Sector(s) and Other Sources as available and permitted through "Stimulus Package Federal Funding Source for Sheriffs Office Project(s)".

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval for Hollis, Rutledge & Assoc.

At this time Commissioner Palacios returns.

5. **Recommending award of bid (Options I and II) and approval of contract document (reviewed and approved as to form by asst. district attorney) to the lowest bidder meeting all specifications/requirements and/or terms and conditions as stated in RFB NO: 2009-046-02-18-VYG- Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Properties/Buildings (i.e. replacement cost).**

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

AI-14237 **37.A.0.**

Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate PropertiBuildings (i.e. replacment costs)

CC REGULAR

Date:	03/03/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid (Options I and II) and approval of contract document (reviewed and approved as to form by Mr. Mendoza-District Attorney's Office) to the lowest bidder meeting all specifications/requirements and/or terms and conditions as stated in RFB NO: 2009-046-02-18-VYG-Structure Valuation And Insurance Appraisals For Hidalgo County Owned Real Estate Propertiers/Buildings (i.e. replacment cost).

BACKGROUND

Vendor will submit the insurance within ten (10) working days as requested in Exhibit C Insurance Documents of RFB, upon notification of award.

See department's recommendation letter.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 1100-415-00-115-002-0-334

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

BUDGETARY IMPACT:

Attachments

Link: PARTICIPATION AND TABULATION LOG

Link: CONTRACT DOCUMENTATION

Link: RECOMMENDATION LETTER

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/25/2009 01:18 PM	CREATED
1	Purchasing Department			NEW
2	Budget & Management			
3	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/25/2009 01:18 PM

2009

AssetWORKS *Appraisal*

Proposal for Professional Insurance Valuation Services

RFB# 2009-046-02-18-VYG (Copy)

February 13, 2009

AssetWORKS APPRAISAL

As successor in interest to MAXIMUS, Inc.

Innovative Solutions.... Accurate Valuations

AssetWORKS
APPRAISAL

AssetWORKS Professional Asset Solutions

February 13, 2009

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, TX 78539

Re: RFB# 2009-046-02-18-VYG Insurance Appraisal Services

Dear Ms. Salazar:

AssetWorks, formerly MAXIMUS is pleased to provide this proposal for professional Property Appraisal Services. These services are to be provided in order to develop an insurable values base for structures as well as risk assessment and proof–of-loss documentation in the event of a loss.

AssetWorks, formerly a division of MAXIMUS, Inc. is uniquely qualified to provide insurance appraisal services. Our innovative solutions and customized project plans have brought us to the forefront across the nation in terms of quality and customer satisfaction. We invite you to join us as a partner in implementing and maintaining proper stewardship of your real and personal property assets. We are also an approved vendor for The Interlocal Purchasing System (TIPS/TAPS).

I, Eric Scapillato, will be the primary point of contact for this project and if I can be of any assistance, please contact me directly at 518-598-4836, or Eric.Scapillato@assetworks.com.

Respectfully submitted,

Eric Scapillato
Regional Director
AssetWORKS
APPRAISAL

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13) Terms & Conditions 16

- **AUTHORIZATION PAGE**
- **PROFESSIONAL PROFILES**
- **REFERENCES**
- **RFP DOCUMENTS**

1. EXECUTIVE SUMMARY

You can confidently select AssetWorks (formerly MAXIMUS) as your partner to conduct your Property Appraisal Service for the following reasons:

- We have been in the business of property appraisals for 19 years and have the reputation of being the "best of class" provider. We are already a trusted partner with thousands of entities across the United States having used our property appraisal services in years past.
- AssetWorks Appraisal is the technology pioneer in property valuation. We have the most advanced system in the business (AssetMAXX™) and offer a perpetuation capability that minimizes the cost of ongoing property valuations.
- We have successfully provided property valuation and appraisal services for more than 5,000 entities across the United States, Europe, and Puerto Rico.
- Quality, communication and resulting customer satisfaction are our hallmarks.

CONSTELLATION SOFTWARE INC.

AssetWorks is a Constellation Software, Inc. company, an international provider of market-leading software and services to a variety of industries, across both public and private sectors. The company was founded in 1995 and has a large, diverse customer base of 16,000 customers, operating in over 30 countries around the world. Constellation is an extremely healthy organization, with consolidated revenues exceeding US$240 million.

AssetWORKS AssetWorks offers asset management solutions that embrace all aspects of capital asset and real property tracking, valuation and reporting. Our innovative solutions help organizations to vastly improve their property insurance and tracking programs, GASB34/35 accounting compliancy, generate detailed financial reports, carry out depreciation and capitalization modeling, and much more.

Leveraging the latest Internet, e-commerce, and mobile computing technologies, our software and industry leading expertise help our customers maximize resource utilization, improve service delivery, and achieve substantial and measurable cost savings. Whether you are doing more with fewer resources, or managing more assets with the same amount of resources, AssetWorks provides a complete turn-key solution.

AssetWorks is also an industry–leading provider of technology and consulting solutions for asset and infrastructure intensive organizations in government, education, utilities, telecommunications, transportation, healthcare and the commercial sector. Our suite of Enterprise Asset Management (EAM) software solutions and professional consulting services enable organizations to improve maintenance practices, streamline operations, and

improve accountability for mission-critical capital and infrastructure assets. Our Federal Tax ID is 46-0521049, incorporated in Delaware.

2. CONTACT INFORMATION

To ensure mutual success, AssetWorks designates an empowered contact person who also serves as your Partnership Manager.

CONTACT PERSON PROFILE

Mr. Eric Scapillato is the designated contact person who is authorized to contract for AssetWorks. He is also the designated AssetWorks Partnership Manager for this project.

The Partnership Manager is obligated to view the project from the client's perspective and make sure that AssetWorks always acts in the interest of the client, consistent with the terms of the contract. The Partnership Manager has the authority to make decisions and command resources beyond the project at hand. The goal is to establish loyalty and build a long-term, successful relationship.

Specific responsibilities of Mr. Scapillato, as the AssetWorks Partnership Manager, include the following:

- Works with the Project Manager to assess operational procedures, organizational structure, strategy, and budget issues.
- Provides direct corporate oversight and responsibility for the project. This ensures that the base and history of the corporate experiences are available to our clients and that the procedures and materials used, build on the best practices of AssetWorks.
- Ensures that the quality of the project deliverables meet company requirements and standards. Every deliverable is reviewed by the Partnership Manager prior to their release to the client.

The Partnership Manager ensures that true partnership develops between AssetWorks and our clients with the recognition that neither party can be successful if the other party is not successful.

Mr. Scapillato is well qualified to serve as the Partnership Manager. He is the current Texas Regional Manager and a former Lead Appraiser with AssetWorks. His tenure at AssetWorks has included regional project management, the planning, and execution of numerous property appraisals and capital asset accounting studies for municipalities, county governments, and various other public sector entities.

CONTACT DATA

Eric Scapillato
13601 Preston Road, Suite 201E
Dallas, TX 75240

518-598-4836 (cell)
972-702-6420 (fax)
Eric.Scapillato@AssetWorks.com

3. BENEFITS & FEATURES OF THE ASSETWORKS SOLUTION

Confidence in High Quality

AssetWorks has identified 'quality' as being the primary focus in all projects. Quality work results in a highly satisfied client and has been the basis of our success. Systems in place lead to shorter study periods, reliable data, minimized rework and a more useful reporting tool. The five stages of quality control include:

- Project Design & Implementation Plan – Project Director
- Daily Data Review – Project Manager
- Finalized Data Review – Regional Manager
- Preliminary Reports Review – Client
- Data Integrity Review – ISG Processor

Our aggressive quality control regime is led by a corporate philosophy of "Quality First, Profitability Second". Annual client surveys along with the partnerships with long-term clients have taught that this is never to be overlooked.

Experienced Personnel

Professional Profiles attached as Addendum A

The core of our success is our dedicated and qualified personnel. Our asset services professional staff is compromised of consultants possessing backgrounds in a wide range of specialties, including architecture, engineering, construction estimating, accounting, real estate, finance, and business management. Members of our staff maintain affiliations with various professional associations focusing on the American Society of Appraisers (ASA). AssetWorks has a unique combination of highly skilled professionals and cutting edge technology that allows us to assess, execute, and support each client's specific valuation requirements in a professional, timely, and cost effective manner.

Value-Added Software & Technology

AssetWorks internally designed and built the AssetMaxx system, a web-based application enabling clients to track, access and maintain their asset/property data. Insurance and accounting reporting is made possible for the client through this system. Template reports and Ad-Hoc reports provide for flexibility and a customized aspect to AssetMaxx. Annual perpetuation of data saves time and money for our clients and makes the annual reporting process a much simpler task. The increased reliance on modern information technology (versus manual processes) was a core component of the reengineering of our practice.

Strong & Stable Financial Partner

It is important to have confidence in the commitments made to you and AssetWorks has the strength and stability to guarantee. Our group has been successful since 1989 performing the same services. This is a high integrity, public company. Open books and open disclosure along with strong finances provide for an environment of quality, honesty and commitment.

4. PROJECT SCOPE AND WORK PLAN

Project Scope

The scope of this project is focused on the inventory and valuation of owned-structures and contents. The resulting data will provide current insurable values, adequate proof-of-loss documentation and the basis for insurance premiums.

Project 'Kickoff' Meeting

Our project team will hold a comprehensive project-planning meeting with your representatives in advance to the start of the fieldwork. We advise that members of the administrative staff or other directly involved personnel attend this meeting.

Topics of discussion include confirmation of project scope and time frames, the physical appraisal schedule, accessibility to buildings, contact person at each building or location, and availability and use of original purchase records, assignment of database code numbers and associated descriptions for locations and buildings. This meeting lays the foundation for the methods and procedures used during the onsite fieldwork.

Client Staff Expectations

AssetWorks believes that clients retain our services with the expectation that AssetWorks staff, as paid professionals and consultants, will perform the necessary tasks in a high quality manning to successfully complete the project on time. We do, of course, view our clients as active participants and anticipate their assistance with the following:

- **Pre-Project Planning and Announcement** – AssetWorks will identify key items to have prepared for the project kickoff meeting. We ask that you prepare a memo for staff members to announce the project and give the general purpose and time frame.
- **Availability of Existing Building Records** – AssetWorks will utilize existing records, as provided by the Client. Blueprints, for example, can aid in the accuracy of calculating square foot area.

- **Access to All Sites** – AssetWorks appraisers will be granted access to all sites and buildings based on a mutually agreed upon appraisal schedule.

5. METHODOLOGY FOR ESTABLISHING VALUES

Our investigation of each property will follow generally accepted appraisal techniques and valuations in accordance with the Uniform Standards of Professional Appraisal Practice (USPAP). This includes the use of various research sources to develop the cost conclusions for each building. Sources include price lists, trade journals, industry publications, technical and pricing subscription services, engineering manuals and inquiries with local contractors as well as direct cost research.

It is an ongoing task to not only identify but continuously substantiate values. Multiple sources of value exist, but to rely on one can be dangerous as they all have positive points to pull from. Example sources of construction cost information include:

- Direct cost information from recent projects
- Inquiries with local contractors and architects
- US Department of Labor – Bureau of Labor Statistics
- Marshall and Swift / Boeckh
- RS Means Construction Cost Index
- Reed Construction Data
- Producer Price Index

The offsite valuation portion of the project entails the research and calculations necessary to formulate replacement costs, reproduction costs, and insurance exclusions, defined as follows:

Replacement Cost New is the amount required to reproduce property in like utility and function, in accordance with current market prices for materials, labor, equipment, contractor's overhead, profit and fees, but with no provisions for overtime or bonuses for labor and premiums for material or equipment, based upon replacing the entire property at one time.

Cost of Reproduction New (Historical Properties) may or may not be applicable for this project but if encountered, is the amount required to reproduce a duplicate or replica of the entire property at one time in like kind and materials, in accordance with current market prices for materials, labor and manufactured equipment, contractor's overhead, profit, and fees, but with no provisions for overtime, bonuses for labor, or premiums for material.

Insurance Exclusion is a provision in an insurance contract describing property, or types of property, that are not covered by an insurance policy. Based upon a review of

current District policy specifics, we can identify those items specifically excluded under terms of the policy. The insurance exclusion amount is deducted from replacement cost to arrive at an insurable value, specific to each structure.

Insurable Value is the Replacement Cost New less the Insurance Exclusions

Construction classes and ISO classes 1-6, as defined in the Commercial Fire Rating Schedule (CFRS) will be defined in terms of the Marshall and Swift construction classes as follows:

ISO Class	ISO Description	M&S Class
1	Frame/Combustible	D
2	Joisted Masonry	C
3	Noncombustible	S
4	Masonry Noncombustible	C
5	Modified Fire Resistive	A
6	Fire Resistive	B

6. ONSITE SERVICES & PROCEDURES

The basis for valuations of each building lie in the data recorded while onsite. Each building will be physically inspected and a description for each building will be developed, recorded, depicting primary Construction, Occupancy, Protection and Exposure (COPE) data, to include:

a. ISO Construction Class
b. Building Condition/Quality
c. Frame Type
d. Exterior/Interior Walls
e. Roof Covering
f. Exterior Dimensions
g. Foundation/Footing
h. Number and Height of Stories
i. Year Built
j. Ceiling
k. Floor Types
l. Heating/Cooling Systems
m. Electrical/Plumbing
n. Occupancy Class
o. Fire Protection Systems
p. Identify Alarm Systems
q. Additional Features
r. Secondary COPE Data

Digital photographs will be prepared for each building and integrated into the final reports. Each building will either be physically measured or square footage verified through a review of blueprints or 'as built' drawings. Upon all relevant data being recorded, the Appraiser will move on to look at the next building until all property has been accurately accounted for at each site.

Content values will be based on an optional fixed asset inventory and valuation at a $5,000 cutoff. A field inspection of each building is conducted and the building's contents will be identified. Items that fall below the $5,000 cutoff will be grouped by location.

7. SPECIALIZED STRUCTURES

Water/Sewer Treatment Facilities

AssetWorks approach to valuing water/sewer treatment facilities are performed on an itemized building and/or by process basis. The fieldwork should begin with a meeting between the project team and the plant manager or other delegate. The following is verified:

- Available blueprints/site map/processing summary info
- Plant accessibility and available working time
- Chaperone requirements and other safety requirements

Additional information on specific structures/equipment does not necessarily need to be discussed at the initial meeting but at minimum would be obtained prior to the conclusion of fieldwork. This would include:

1) Plant design capacity – measured in "million gallon capacity per day treated" MGD
2) Plant original construction date
3) Plant addition dates
4) Drawings for original and additional (architectural drawings"
5) Plant flow diagram (used to establish numbering scheme)
6) Any "contractors cost breakdowns" for construction – (original or additions)
7) Area to work from and be able to utilize drawings

Ideally, the plant walk-through will be done after the plan review since the availability of blueprints or other information will determine which structures need to be physically measured. The plans may also provide info on the construction classification and other building features and processing equipment.

Process Piping (underground) is typically excluded from property schedules for insurance purposes, however, should the Client elect to include these assets as an individual land improvement entry, we can comply.

Common processes and structures analyzed and included are:

- Headworks (Influent Pump Station)
- Clarifiers (Primary, Intermediate, Secondary)
- Aeration Tanks/Ponds/Basins
- Gravity Thickeners/Dewatering Buildings / Belt Presses
- Digesters
- Filters (Trickling, Biological, UV… etc.)
- Sludge Drying Beds/Lagoons/Incinerators
- Laboratories
- Ozone Structures
- Chlorine Contact Structures

- Blower Buildings
- Pump Stations / Equipment Galleries

Historical Properties & Reproduction Cost

Historical properties are addressed on two levels, starting with the identification of subject properties. This is to be completed by either obtaining a list of these properties from the Client or extracting buildings meeting a defined age requirement, with the Client subsequently identifying which of those are to be appraised with a reproduction cost as a historical property. The second level is the actual appraisal itself. In order to perform a historical property appraisal, components of the subject building must be identified and appraised individually, building a segregated cost approach to determine valuations on material that is like-kind as well as function. Specialty attributes are taken into consideration and valued in terms of reproduction as it relates to the subject building. The valuations for historical properties are often complex and may be performed by a senior valuations expert from data recorded onsite by our project team.

Swimming Pools

Outdoor swimming pools are included in our onsite inspections and typically all in-ground concrete structures with pumps, filters, and chlorination equipment. If pools are included for insurance purposes, costing breakdowns will be discussed in order to determine what percentage used is 80% (the other 20% representing equipment). The equipment may be included in the cost of the pool or included in the content value of the building they are located. Large slides should be listed separately as additional features. Other types of pools include wave, diving and wading pools.

***Key details are recorded for theses specialty structures for valuations, as follows:**

Electrical Substation Equipment

- Substation Capacity
- Circuit Breaker Quantity, Type, Capacity
- Transformers, Quantity, Type, Capacity
- Structures (Control, Dead-Man, Other)
- Control Panel Details
- Accessory Equipment Details

Reservoirs & Water Containment Structures

- Type(concrete/steel/above-ground/in-ground)
- Capacity
- Construction Date & Cost

Pump Houses, Lift Stations, Wells, etc.

- Structure type, size/depth, services, & features
- Itemized equipment (type, capacity)

8. VALUE ADDED SERVICES / ADDITIONAL COPE DATA

AssetWorks believes in taking a pro-active approach to the appraisal services we offer to our clients. AssetWorks will provide the following "Value Added Services" at no additional cost:

- **Recording of G.P.S. Coordinates & Elevation Certifications (COPE Data)** – Since many locations have several buildings spread out across one general street address, the recording of G.P.S. coordinates identifies each structure individually. AssetWorks staff will record the G.P.S. coordinates at the front entrance for each building. The coordinates will be included in the data and final reports. We will also verify the correct street address for each structure appraised and assign the proper location number.
- **Classifications of Flood Zones (COPE Data)** – AssetWorks staff will research and identify the flood zone classification for each building appraised during our study based on FEMA flood maps and classifications. All data will be included in the final reports.
- **Additional Roof Information (COPE Data)** – AssetWorks will identify the following roof information for each structure appraised:
  - Roof Type (asphalt shingle, single membrane, tar and gravel, etc...)
  - Roof Shape (gable, shed, hip, pyramid, stepped, complex, etc...)
  - Roof Pitch (flat, low, medium, high)
  - Roof Straps (Y/N)
- **Value Comparison Reports** – AssetWorks will provide a final report that will compare the current values on the statement of values to the values established by AssetWorks as a result of the appraisal. Comparisons will be provided for both building and contents values.

9. OPTIONAL SERVICES

Along with our standard Insurance Appraisal Services, AssetWorks is please to introduce you to added optional services. Services that provide additional valuations, underwriting data, and methods of perpetuation to manage and update appraised values and data established as a result of our initial study. These services include:

Inventory & Valuation of Insurable Land Improvements / Property-in-the-Open (PITO)

AssetWorks will individually identify and value various insurable land improvements at each of your locations. These assets include, but are not limited to signs, exterior lighting, fencing, flag poles, benches, trash receptacles, etc... AssetWorks can provide an individual value for each asset or an aggregate value per site with a brief description of the assets included.

Annual Update Service (Trending of Insurable Values)

AssetWorks will apply detailed trend factors to the existing buildings, contents, and other related values for the purpose of updating each building's insurable values. The trend factors used are developed based on a variety of factors including the Producers Price Index, the Marshall & Swift Valuation Guide, the Handy-Whitman Index, and the increase/decrease in the cost of materials, technology equipment advancement, etc. After the trending is complete, AssetWorks will provide a complete set of updated insurance reports.

Secondary COPE Data / Building Characteristics

Due to the fact that data modeling continues to be a major influence on the pricing of retailer's property programs, basic COPE data is not enough to guarantee the best pricing. Many retailers are adding secondary data to their submissions in order to get favorable underwriting evaluations. AssetWorks appraisers can assist in gathering this secondary data and include it with your final reports and data. Examples of Secondary COPE data include, but are not limited to the following:

Wind Characteristics

Roof Maintenance
Roof Age
Mechanical and Electrical System Upgrades
External Ornamentation
Cladding Rating
Architectural Elements
Wind Resistance Windows & Doors

Earthquake Characteristics

Shape Configuration
Setbacks & Overhangs
Cladding
Ornamentation
Frame Bolted Down
Tilt-Up Retrofit

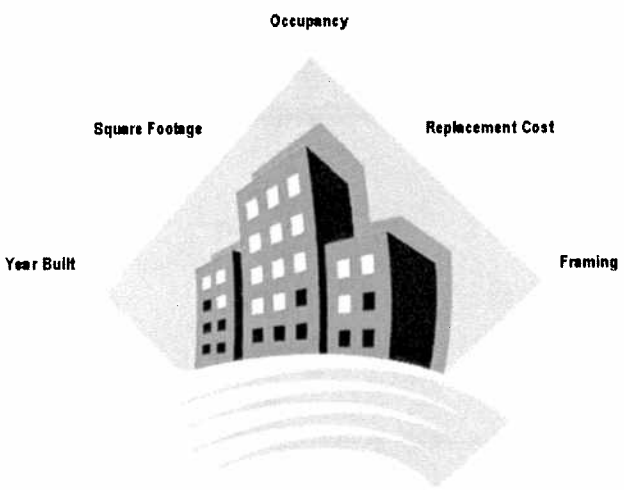
Exposure

Distance to Water
Distance to Fire Station
Wind Tier

COPE Data Comparison

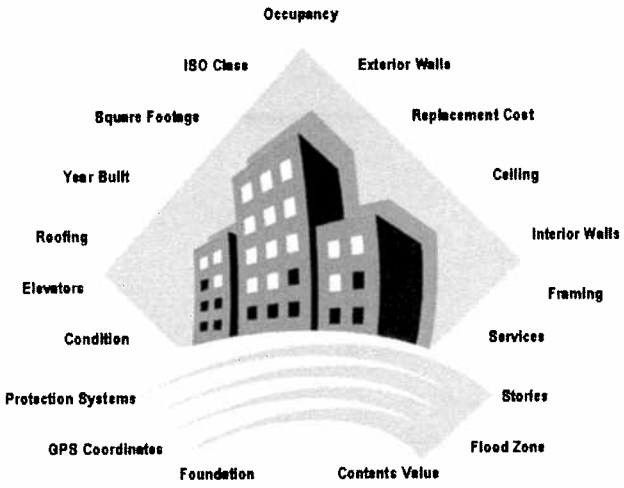
Which Building is Likely to Get a Better Underwriting Evaluation?

Basic Data

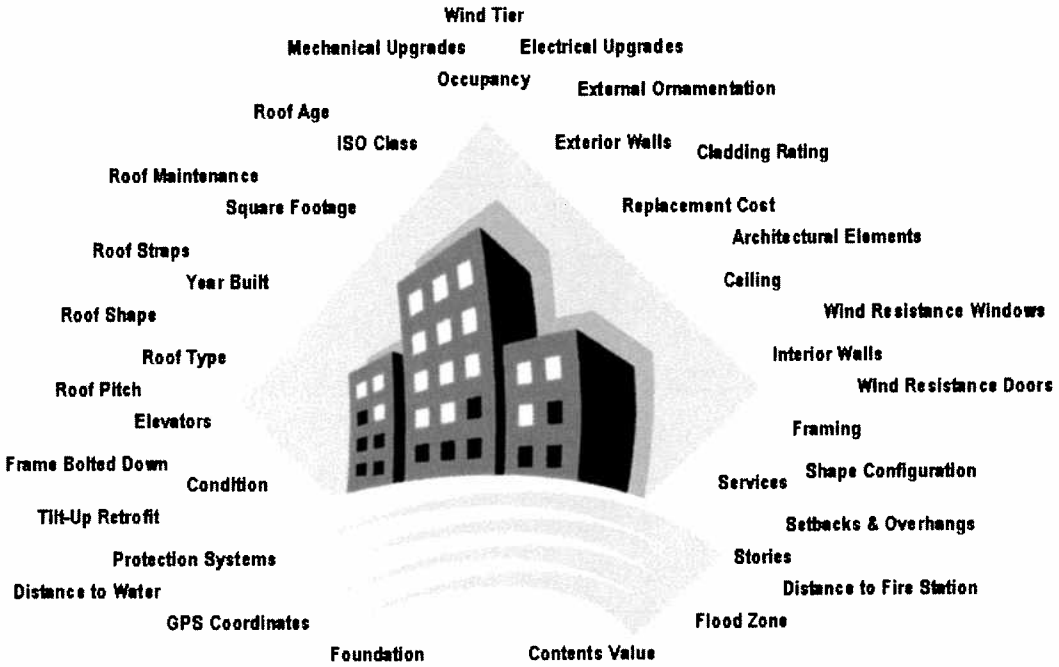


+ Primary COPE Data

Data Provided with a Standard AssetWorks Appraisal

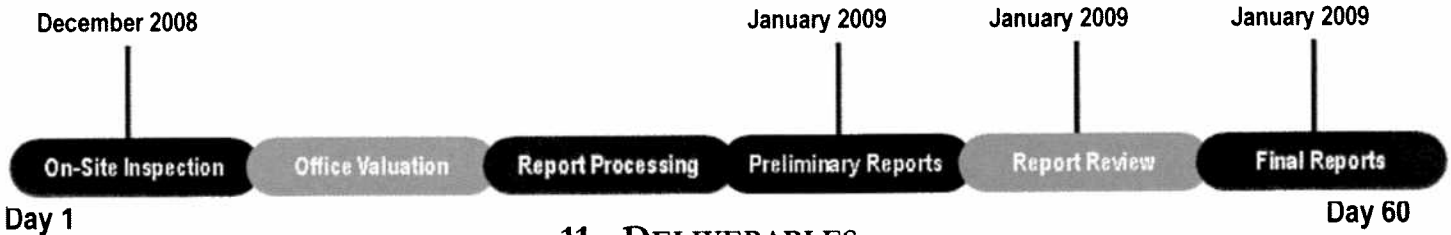


+ Primary & Secondary COPE Data



10. PROPOSED PROJECT TIMELINE

AssetWorks' automated approach and depth of experienced staff qualify us to complete all phases of this project in a timely fashion based on your specific needs. Upon receipt of your authorization, AssetWorks will arrange a mutually agreeable schedule for the project planning meeting and our on-site inspection. Our proposed timeline is as follows:



11. DELIVERABLES

Preliminary electronic reports will be provided as well as electronic and hard-copy final reports (3 Copies).

CERTIFICATION LETTER

Certified appraisal reports are bound in an easy-to-read format. AssetWorks will provide a set of insurance summary and insurance detail reports. The certified appraisal report will include the Letter of Certification, which will:

a) Identify the property appraised
b) State the purpose of the appraisal
c) Specify the appraisal date
d) Define the level of value sought and the premise of value employed
e) Describe the nature of the property included in and excluded from the appraisal
f) Discuss the appraisal investigation
g) Indicate the factual data considered
h) Present the conclusions of value
i) Outline the qualifying and limiting conditions
j) Include the signature of an authorized officer of the company

Electronic Data File

AssetWorks will provide you with an electronic data file in Microsoft Excel format. This data file will include all building features, COPE data, and values that are displayed on our building detail report. The data will be provided to you in a format that can be sorted and edited by you to populate and update your current statement of values.

PRELIMINARY REPORTS

Draft Summary and detail reports will be sent via email in .pdf format for review. Our clients have two weeks from the point of issuance to determine acceptability of the final data. Upon acceptance, AssetWorks will then prepare and deliver final reports in electronic and hard-copy format.

FINAL REPORTS

Insurance Summary Report – Summary of values by location, this report is provided in spreadsheet format and includes the following detail for each site:

1) Construction Classification
2) Property Description
3) Property Address
4) Year Built
5) Gross Square Footage
6) Schedule Summarizing Replacement Costs
7) Exclusion Amounts
8) Content Values

Sample Summary Report

04/20/2005 — SAMPLE CITY, WA — As of 11/29/2000
SB02K — INSURANCE SUMMARY BY BUILDING — Page: 1

Code	Building Description / Address	City	Year Built	ISO Class	Nbr. of Stories	Square Footage	Replacement Cost New	Exclusion Amount	Replacement Cost Less Exclusions	Contents Value
Entity: 00	SAMPLE CITY									
Site: 01	SAMPLE CITY HALL									
		ELK GROVE, CA 95624	1990	2		1,000	120,700	7,200	113,500	21,600
01	SAMPLE CITY HALL (PP27)		1981	4	3	109,843	11,990,000	840,000	11,150,000	3,229,400
	101 WEST DOWNTOWN AVENUE	HIDDEN CITY, OR 11111								
	Site total for 01:	Asset Count 2				110,843	12,110,700	847,200	11,263,500	3,251,000
Site: 03	SAMPLE CITY PUBLIC SAFETY BUILDING									
01	PUBLIC SAFETY BUILDING (PP31)		1988	5	3	133,003	18,621,000	931,000	17,690,000	4,958,400
	1234 PUBLIC SAFETY LANE	SAMPLE CITY, WA 99999								
	Site total for 03:	Asset Count 1				133,003	18,621,000	931,000	17,690,000	4,958,400
Site: 04	SAMPLE CONVENTION CENTER									
01	CONVENTION CENTER (PP44)		1985	5	1	189,000	25,704,000	1,286,000	24,418,000	4,961,300
	1234 CONVENTION CENTER WAY	SAMPLE CITY, MT 00000								
	Site total for 04:	Asset Count 1				189,000	25,704,000	1,286,000	24,418,000	4,961,300
Site: 12	SAMPLE FIRE ACADEMY TRAINING SITE									
02	SAMPLE BURN LAB AND DRILL TOWER (PP11)		1986	6	4	7,008	447,000	26,800	420,200	0
	2000 WEST DAVID DRIVE	SHERWOOD, WA 12345								
	Site total for 12:	Asset Count 1				7,008	447,000	26,800	420,200	0
Site: 39	SAMPLE CENTRAL LIBRARY									
01	SAMPLE LIBRARY (PP33)		1973	6	3	59,422	7,131,000	499,000	6,632,000	5,630,800
	94209 READABOOK BLVD	LIBRA, TX 54321								
	Site total for 39:	Asset Count 1				59,422	7,131,000	499,000	6,632,000	5,630,800

Sample Value Comparison Report

SB02XV — Insurance Summary by Building - SOV Comparison — Page: 37

Code	Building Description / Address	City	Replacement Cost Less Exclusions	Replacement Cost - SOV	Replacement Cost Difference	Contents Value	Contents Value - SOV	Contents Value Difference
023	WELTY HOUSE: HOUSE		348,700	600,000	-251,300	49,500	0	49,500
	1119 PINEHURST ST.	JACKSON, MS 39202						
	Site total for 501:	Asset Count 11	8,775,900	12,153,500	-3,377,600	823,900	0	823,900
Site: 502	INDUSTRIES FOR THE BLIND							
001	INDUSTRIES FOR THE BLIND: 1 - SEWING DEPT.		2,291,280	1,515,000	776,280	777,300	0	777,300
	2501 NORTHWEST ST.	JACKSON, MS 39216						
002	INDUSTRIES FOR THE BLIND: 2 - SEWING ADDITION		1,054,520	697,500	357,020	357,900	0	357,900
	2501 NORTHWEST ST.	JACKSON, MS 39216						
003	INDUSTRIES FOR THE BLIND: 3 - MATTRESS DEPT.		2,937,540	1,942,500	995,040	996,600	0	996,600
	2501 NORTHWEST ST.	JACKSON, MS 39216						
004	INDUSTRIES FOR THE BLIND: 4 - MOP DEPT.		861,510	570,000	291,510	292,400	0	292,400
	2501 NORTHWEST ST.	JACKSON, MS 39216						
005	INDUSTRIES FOR THE BLIND: 5 - LOADING & WAREHOUSE		1,248,870	1,890,000	-641,130	554,100	0	554,100
	2501 NORTHWEST ST.	JACKSON, MS 39216						
006	INDUSTRIES FOR THE BLIND: 6 - BROOM SHOP		1,928,360	1,275,000	653,360	654,200	0	654,200
	2501 NORTHWEST ST.	JACKSON, MS 39216						
010	INDUSTRIES FOR THE BLIND: 8- WAREHOUSE-FINISHED GO		708,540	1,072,500	-363,960	314,500	0	314,500
	2501 NORTHWEST ST.	JACKSON, MS 39216						
012	INDUSTRIES FOR THE BLIND: 9 - MERIDIAN PLANT/WAREH		5,471,930	4,020,000	1,451,930	2,062,500	0	2,062,500
	6603 LAUREL DR.	MERIDIAN, MS 39307						
	Site total for 502:	Asset Count 8	16,502,550	12,982,500	3,520,050	6,009,500	0	6,009,500

4) Occupancy and/or function of facility or building
5) Construction/ISO Classification
6) Year Built
7) Square Feet
8) Narrative Description
9) COPE Data (Primary & Secondary)
10) Replacement Cost New
11) Exclusion Amount
12) Content Value

Sample Insurance Detail Report

04/17/2008
DB03X

Demonstration Risk Pool
Building Detail Report

As of: 04/30/2008
Page: 1

Entity:	001	SAMPLE RISK POOL		
Site:	002	DEMONSTRATION ELEMENTARY SCHOOL		
Building:	01	ELEMENTARY SCHOOL		
		200 ANY STREET		
		ANY CITY, US 00000		
Department:	2008	2008 APPRAISAL		
Year Built:	2000	**Year Acquired:**	2000	
Nbr. of Stories:	1	**Square Footage:**	91,539	
Basement:	NO	**Adds/Renovations:**	NO	
Occupancy:	SES	SCHOOL - ELEMENTARY		
Frame Type:	ST	STEEL		
ISO Class:	4	MASONRY NON COMBUSTIBLE		
GPS Latitude:		34°57.667N		
GPS Longitude:		081°14.340W		
Flood Zone:		X		
Fire Protection:		INTRUSION SYSTEM FIRE ALARM - MANUAL FIRE ALARM - AUTOMATIC SPRINKLER SYSTEM (100%)		

GENERAL BUILDING CHARACTERISTICS

Exterior Walls:	DECORATIVE CONCRETE BLOCK, BRICK ON MASONRY
Roofing:	90% METAL - MEDIUM PITCH, 10% MEMBRANE - FLAT
Foundation:	CONCRETE SLAB ON GROUND, CONCRETE FOOTING FOUNDATION
Floor Finish:	CARPETING, VINYL
Ceiling Finish:	ACOUSTICAL, DRYWALL
Partitions:	CONCRETE BLOCK, DRYWALL/STUDS

Services:
ELECTRICAL
PLUMBING
HEATING/AIR CONDITIONING (HEAT PUMP)
UNIT HEATERS
AIR CONDITIONING - UNIT

Features:
BUILT-INS (CABINETS, LOCKERS, BOOKCASES)
COVERED ENTRANCE WAY
COVERED WALKWAY
BACKUP GENERATOR
EXTERIOR SECURITY LIGHTING
SECURITY CAMERA SYSTEM
ROOF REPLACED - 2004
ROOF STRAPS - YES

Notes:
AVERAGE WALL HEIGHT = 14'
PERIMETER WALL LENGTH = 2,866 LF

VALUATION CONCLUSIONS

Replacement Cost New:	13,313,700
Exclusion Amount:	798,870
Replacement Cost Less Exclusions:	12,514,830
Contents Value:	1,688,900
Property In The Open:	120,000
Total Insurable Replacement Cost:	14,323,730

AssetMAXX Web Based System

Easy asset maintenance and overall system navigation are the cornerstones of the AssetMAXX design. AssetMAXX has a general look and feel that users are accustomed to when using the web.

We are pleased to offer AssetMAXX, a web-based program allowing clients to securely maintain, collect, and retrieve property and asset data over the internet. AssetMAXX is the most comprehensive and flexible property management tool available in the industry. Because AssetMAXX is a web-based solution, it provides users with significant advantages over traditional client-server or stand-alone software:

- AssetMAXX avoids the need for the large capital outlay associated with software purchases.
- Users access the application over the world wide web, eliminating the added internal need for costly hardware and time consuming maintenance.
- Application and data are housed on MAXIMUS' hardware at the MAXIMUS data center. This ensures that the system is always optimally configured.

AssetMAXX encompasses all areas of capital asset and real property tracking and reporting to include:

- Fast, Reliable and Easy Access to Data
- Secure Server Location and Administration
- Secure Authentication, Data Encryption and User Log for Accountability
- Supports Unlimited Number of Users
- Multiple Levels of Security and Access Permissions
- Digital Photo Interface
- GASB 34 Compliant Features and Reports
- Both Standard and Ad Hoc Reporting Features
- Supports Multiple Depreciation Methods and Capitalization Levels
- Data Import and Export Capabilities

The AssetMAXX pricing schedule is subscription based. Users pay a fixed annual fee, which provides them with access to their database. The fee includes:

- 24 hour access to AssetMAXX
- All license and maintenance fees
- Unlimited help desk support
- Automated trending of values
- All system maintenance (database administration, network maintenance, etc...)

TRY THE ON-LINE DEMO! @ www.assetmaxx.com

13. TERMS & CONDITIONS

1) AssetWorks shall provide guidance to the County in determining the data required for purposes of the contemplated services. The County further agrees to provide all data specifically requested, including documentation and information to AssetWorks in a timely manner. AssetWorks shall assume without incurring liability therefore, that all data so provided is correct and complete.

2) In the event that the County provides additional an/or corrected data, documentation and information at a later date, AssetWorks' efforts with respect to such additional and/or corrected data, documentation and information shall be deemed additional services and compensated in addition to the fees set forth herein based on applicable hours, professional fees and expenses.

3) The County acknowledges project completion upon delivery of final reports. Final report delivery occurs only upon either acceptance of the preliminary reports data by the County or upon the passing of the two-week (10 business days) period of time after preliminary report delivery, whichever comes first.

4) The fees proposed in this contract are valid for a period of 90 days.

5) To the extent a claim is not covered by the required insurance, each party agrees that each party's total liability for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the total amount of this Agreement. To the extent a claim is covered by the required insurance, each party's total liability will be limited to the amount of required insurance.

6) The County and AssetWorks shall each retain ownership of, and all right, title and interest in and to, their respective pre-existing Intellectual Property, and no license therein, whether express or implied, is granted by this Agreement or as a result of the Services performed hereunder. To the extent the parties wish to grant to the other rights or interests in pre-existing Intellectual Property, separate license agreements on mutually acceptable terms will be executed.

7) AssetWorks will invoice for 70% of fees during the fieldwork portion of the project with the final contract amount invoiced with our final reports. Invoices are due within 30 days of receipt, and past due amounts may be subject to late fees of 1 ½ percent per month.

AUTHORIZATION PAGE

Please return a copy of this executed agreement to the attention of the undersigned via fax at 972-702-6420 and the original project fees page mailed back to this office. All professional fees outlined below are in US Dollars and include out-of-pocket expenses. The TOTAL investment is as follows:

Option 1 - Building Appraisal Service Fees

$ 14,580

Option 2- Physical Inventory and Tagging at a $5,000 cutoff

$ 13,300

AssetMAXX Web Based Perpetuation Option	**$ 1,200**
Excel File Annual Trend Update Service	**$ 1,500**

RESPECTFULLY OFFERED BY:

AssetWORKS
APPRAISAL

Eric Scapillato
Regional Director

Date: February 13, 2009

ACCEPTED BY:

Hidalgo County

_____
Signature

_____
Title

_____
Date

Professional Profiles

Michael Borello
Vice President
Quality Control Director

Professional Affiliations
American Society of Appraisers
Associate Member

Michael Borello is a Vice President with AssetWorks and has been serving our clients since 1999. He is responsible for the overall management and oversight of the AssetWorks appraisal staff. These responsibilities include the training and development of appraisal staff, staff scheduling, project planning, report review, quality control, and the development of techincal execution guidelines. His tenure at AssetWorks has included the planning, management, and execution of hundreds of property appraisal projects for public entities across the country.

Michael possesses significant technical expertise in the procedures and methodologies used to value machinery & equipment, buildings & building services, infrastructure, land improvements, and land parcels. He possesses practical, hands on experience in providing insurance placement and proof-of-loss information to our clients to assist in addressing their insurance reporting needs.

Michael Kretsch
Texas Regional Appraiser Manager

Professional Affiliations
American Society of Appraisers
Associate Member

Michael Kretsch is a Regional Appraiser Manager with AssetWorks and has been serving our clients since 2000. His tenure at AssetWorks has included the planning, management, and execution of numerous insurance appraisal and capital asset cost accounting studies for public entities across the United States.

Michael possesses significant technical expertise in the procedures and methodologies used to value machinery & equipment, buildings & building services, infrastructure, land improvements, and land parcels. He possesses practical, hands on experience in providing insurance placement and proof-of-loss information to our clients to assist in addressing their insurance reporting needs.

Mr. Kretsch has served clients throughout the United States, frequently acting as the project manager on complex property insurance valuations and planning assignments.

In addition to Michael's responsibilities with AssetWorks, Michael serves in the reserves with the United States Marine Corps.

References

Our team has unparalleled experience with the implementation of property appraisal systems for insurance replacement cost purposes. Our staff has assisted over 5,000 individual clients. We regularly service the valuation needs of a diverse cross section of educational, municipal, institutions, risk pools, and non-for-profit organizations:

We are proud to introduce you to similar appraisal engagements our staff has successfully performed:

Jim Wells County

Contact: Mr. Eladio Gonzalez
Phone: (361) 668-5701

Galveston County

Contact: Mr. Jeff Modzelewski
Phone: (409) 770-5328

Kleberg County

Contact: Judge Garza
Phone: (361) 595-8585

State of Texas Auditor's Office

Contact: Mr. Lucien Hughes
Phone: (512) 936-9676

Association Insurance Management

Contact: Mr. Doug Dart
Phone: (800) 876-4044

Additional References Available Upon Request

RFP Documents

AI-16911 **22.A.5.**

Storm Sewer Sand Product

CC REGULAR

Date:	08/18/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid approval of contract document to the lowest bidder (Upper Valley Materials,LLC) meeting all specifications/requirements, terms and conditions as attached hereto for: Hidalgo County- "Purchase of Storm Sewer Sand Product" - Bid No. 2009-295-08-05-YZV.

BACKGROUND

Contract sent to legal for approved as to form.
Purchase of Storm Sewer Sand on "as needed basis"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-673

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

BUDGETARY IMPACT:

$69,131.03 available balance as of 08/13/09. rc

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-123-069-0-733

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

BUDGETARY IMPACT:

$43,437.22 available balance as of 08/13/09. rc

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-036-0-890

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

BUDGETARY IMPACT:

$959,645.84 available balance in CO2009-PCT4 DRAIN IMPRV-OTHER as of 08/13/2009 in CO2009-PCT4 DRAIN IMPRV-OTHER. Funding to be transferred to corresponding object code.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

$82,727.90 available balance as of 08/13/09. rc

Attachments

Link: Participation Log - Tabulation-Recommendation Memo

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 09:38 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:34 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 04:16 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Yolanda Velasquez

Started On: 08/11/2009 09:54 AM

Final Approval Date: 08/14/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: AUGUST 05, 2009 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "STORM SEWER SAND PRODUCT "-HIDALGO COUNTY

BID NO.: 2009-295-08-05-YZV

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1. VALLEY CALICHE PRODUCTS, INC	EM	valleycaliche@aol.com Tel: 581-2751	7/21/09	P. O. BOX 10 MISSION, TEXAS 78573
2. DIRT DEPOT	EM	Mark.brunnemann@yahoo.com Tel: 464-7556	7/21/09	3005 E. EXP. 83 DONNA, TEXAS 78537
3. FRONTERA MATERIALS, INC	EM	bmefrontera@aol.com Tel: 968-0349	7/21/09	1402 N. BRIDGE AVENUE WESLACO, TEXAS 78596
7. UPPER VALLEY MATERIALS	TR/EM	rgonzales@riovalleypipe.com 580-2502 (YZV)	7/21/09	7301 WEST EXP. 83 MISSION, TEXAS 78573
5. TRES PALACIOS	TR/EM	imikepalco@netscape.net	7/21/09	1899 N. CAGE BLVD. PHARR, TX 78577
6. TEXAS DUMP TRUCKS II	TR/EM	texasdumptrucks@yahoo.com tel. 793-5753	7/21/09	1112 S. 23RD SUITE A MCALLEN, TEXAS 78501
7. ROYS HAULING SERVICE	TR/EM	Rbalde1008@aol.com tel	7/21/09	P.O. BOX 1896 EDINBURG, TEXAS 78540
8. VP BORDER PACIFIC MATERIALS	EM	SKAMI@aol.com Tel. 487-3206	7/27/09	
9.				
10.				

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

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: AUGUST 05, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: " STORM SEWER SAND PRODUCT"

BID NO: 2009-295-08-05-YZV | **BUYER: Yolanda Z. Velasquez**

No	NAME OF COMPANY	Acknowledgement of Receipt	Bid Price
#1	Roys Hauling	√	**Option 1:** $6.00 Ton **Option 2:** Prct.1-$10.00, Prct. 2-$10.00, Prct. 3-$10.00, Prct. 4-$10.00 — Price per Ton
#2	Upper Valley Materials, LLC	√	**Option 1:** $3.00 Ton **Option 2:** Prct.1-$7.65, Prct. 2-$4.25, Prct. 3-$3.55, Prct. 4-$5.05 — Price per Ton
#3			
#4			
#5			
#6			
#7			
#8			

TABULATION SHEET
"STORM SEWER SAND PRODUCT"
BID №2009-295-08-05-YZV

OPTION I: Product Only - Bid price per ton basis on "as needed basis"

VENDOR	Product Only
Roy's Hauling Service Edinburg, TX	$6.00
Upper Valley Materials Mission Texas	$3.00√

OPTION II: Product and delivery – Price per ton basis on "as needed basis"

VENDOR	PRECINCT #1	PRECINCT #2	PRECINCT #3	PRECINCT #4
Roy's Hauling Service Edinburg, TX	$10.00	$10.00	$10.00	$10.00
Upper Valley Materials Mission Texas	$7.65√	$4.25√	$3.55√	$5.05√

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: August 10, 2009

RE: RFB-2009-295-08-05-YZV "Storm Sewer Sand Product for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids received regarding the above reference project.

Please make any recommendations including budget information and return it back by Tuesday, August 11, 2009, so as to place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: Upper Valley Materials

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ☑ Yes ☐ No ☐ Other (specify)

BUDGET ACCOUNT #: 9-1201-431-00-121005-0-673 PRECINCT NO: 1

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Noe Montes	8/10/09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: August 10, 2009

RE: RFB-2009-295-08-05-YZV "Storm Sewer Sand Product for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids receive regarding the above reference project.

Please make any recommendations including budget information and return it back by Tuesday, August 11, 2009, so as t place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: Lowest Bidder

If you have any questions, please call me at 318-2626.

APPROVE ☒ DISAPPROVE ☐

FUNDS AVAILABILITY: X Yes _____ No _____ Other (specify)_____

Depends also on Project no various accts might used
BUDGET ACCOUNT #: 4209-431-00-402-000-L-673 PRECINCT NO: #2

Ricardo Cuella Ricardo Cuella 8/13/09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR EMAIL yolanda.velasquez@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: August 10, 2009

RE: RFB-2009-295-08-05-YZV "Storm Sewer Sand Product for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids received regarding the above reference project.

Please make any recommendations including budget information and return it back by Tuesday, August 11, 2009, so as to place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: Low Bids - Upon Utility Materials

If you have any questions, please call me at 318-2626.

APPROVE ☐ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes _____ No _____ Other (specify)_____

BUDGET ACCOUNT #: 9-559-431-00-435-08-09-9-733 (Budget Line Item) PRECINCT NO: 3

Jose M. Flores — Jose. m. Flores — 8/10/09

AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Hon. Sylvia Handy, Commissioner
Hidalgo County Precinct No. 1
ATTN: Noe Montes, Assistant Administrator

TO: Hon. Hector "Tito" Palacios, Commissioner
Hidalgo County Precinct No. 2
ATTN: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
ATTN: Mr. Saul Ramirez, Field Operations Foreman

Hon. Oscar Garza Jr., Commissioner
Hidalgo County Precinct No. 4
ATTN: Mr. Juan Carranza, Chief Administrator

FROM: Yolanda Velasquez, Buyer I
Hidalgo County Purchasing Department

DATE: August 10, 2009

RE: RFB-2009-295-08-05-YZV "Storm Sewer Sand Product for Hidalgo County"

Enclosed for your review, comments and recommendation, please find a copy of the tabulation sheet for the bids received regarding the above reference project.

Please make any recommendations including budget information and return it back by Tuesday, August 11, 2009, so as to place on the next Commissioner's Court meeting.

Specify name of vendor/company being recommended: Upper Valley Materials

If you have any questions, please call me at 318-2626.

APPROVE ☑ DISAPPROVE ☐

FUNDS AVAILABILITY: ✓ Yes ____ No ____ Other (specify) ____

BUDGET ACCOUNT #: 9-1338-431-00-124-036-0 890 PRECINCT NO: #4

Juan M. Carranza — Juan M. Carranza — 10/11/09
AUTHORIZED SIGNATURE — PRINTED NAME — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 OR EMAIL: yolanda.velasquez@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-295-08-18

THIS CONTRACT is made and entered into this 18th day of August, 2009 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Upper Valley Materials, LLC a Limited Liability Corporation ("Corporation").

WHEREAS, Company responded to advertised notices for bids for **"Storm Sewer Sand Product"** for **Hidalgo County Precinct No. 1, 2, 3, and 4**(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at Hidalgo County Precinct No. 1, 2, 3, and 4. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Commissioner or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **August 18, 2009** and ending on **August 17, 2010** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees

to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Upper Valley Materials, LLC.** **7301 W. Expressway 83** **Mission, Texas 78572**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Upper Valley Materials, LLC
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

PLEASE
&

EXHIBIT "A"

REQUEST FOR BID (RFB)

PROCUREMENT PACKET

Bid No: 2009-295-08-05	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
(Including all Funding Sources, Programs and Entities)

BID OPENING DATE:
AUGUST 05, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2009-295-08-05-YZV**

1. Sealed bids will be received for **HIDALGO COUNTY – STORM SEWER SAND PRODUCT"** (including all Funding Sources, Programs and Entities) in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-295-08-05-YZV- HIDALGO COUNTY-"STORM SEWER SAND PRODUCT"** and in County's Purchasing Department, 2812 S Business Highway 281, Edinburg, Texas, 78539 **on or before 9:30 a.m., WEDNESDAY, AUGUST 05,2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "REQUEST FOR BIDS-2009-295-08-05-YZV- RFB- STORM SEWER SAND PRODUCT FOR HIDALGO COUNTY" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:
  Hidalgo County Purchasing Department
  Martha L. Salazar, Purchasing Agent

(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  - b) Name and address of successful bidder
  - c) Name and address of receiving department or official
  - d) Purchase Order Number (if any)
  - e) Notation - **HIDALGO COUNTY-"STORM SEWER SAND PRODUCT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct Nº 1
Attn. Noe Montez
1902 Joe Stephens
Weslaco, Texas 78596

Hidalgo County Precinct Nº 2
Attn. Ricardo Cuellar
301 E State
Pharr, Texas 78577

Hidalgo County Precinct Nº 3
Attn. Norma Ceballos
724 N. Breyfogle
Mission, Texas 78574

Hidalgo County Precinct Nº 4
Attn. Gloria Beltran
1102 N. Doolittle Rd.
Edinburg, Texas 78539

17. Schedule of Events

Bid Opening, 9:30 AM	**AUGUST 05, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person,

consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
(Including all Funding sources, Programs and Entities)
BID NO.: 2009-295-08-05-YZV

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

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: Upper Valley Materials, LLC.
Address: 7301 W. Expressway 83 Mission, TX 78572
By: Roger V. Gonzales
Printed Name: Roger V. Gonzales
Title: General Sales Manager

EXHIBIT "A"
HIDALGO COUNTY
"STORM SEWER SAND PRODUCT"
BID №.:2009-295-08-05-YZV
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Request for Bid is to solicit bids for a term contract for Purchase, Delivery and/or Pickup of "Storm Sewer Sand Product". All purchases will be as follows:

OPTION I - PRODUCT ONLY:

Hidalgo County has the option to utilize **their Precincts** hauling forces along with awarded vendor when required and/or on "as needed basis" for delivery of product.

OPTION II – PRODUCT AND DELIVERY:

Hidalgo County has the option for delivery of product by vendor as follows including but not limited to:

- Precinct No. 1: Mile 11 North and 1 ½ West, Mercedes, Texas;
- Precinct No. 2: 301 E. State Pharr, Texas;
- Precinct No. 3: FM 2221 and Iowa Rd. Mission, Texas;
- Precinct No. 4: 1051 N. Doolittle Rd., Edinburg, Texas;

Storm Sewer Sand Backfill Specifications:

a. Gradation not to exceed one (1) inch
b. Maximum plasticity index six (6)
c. Unwashed sand required. (Type of sand required is to be used as fill sand).

PLANT LOCATION:

Bidder is required to identify the location of the plant(s) site.

MATERIALS SPECIFICATIONS:

All materials delivered pursuant to this contract shall conform to the specifications as listed in this section of the bid. The County reserves the right to reject any material that does not meet specifications. Random sampling/testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

DELIVERIES/PICK-UP OF MATERIAL:

As requested by Precincts and on as "needed basis".

SCALES AT PLANT LOCATION:

Awarded Vendor shall have at the Vendor Pit Location(s) on site an electric or manual scale with a minimum of 70 ft. in length to weigh any and all trucks before loading and after loading of product. Scale weight ticket to be provided to the driver of truck at time of pick-up of product.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. It is intended that the amount of "Storm Sewer Sand Product" needed by Hidalgo County will be purchased on an as "**needed basis**." It shall be agreed & understood that Hidalgo County will purchase no more material that is needed.

2. **Term of Contract:** The contract will be in effect for a period of (1) one year from award date with County's option to extend for an additional (1) one year term. Award of contract will be contingent on availability of Hidalgo County Funds for Drainage Improvement Projects.

3. **Option to Extend:** Hidalgo County reserves the right to continue this contract for one (1) additional year and thereafter an additional (60) sixty day Grace Period at the end of the contract term due to unforeseen delay of award for the next contract term. County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

4. **BID PRICE SHALL BE PER TON**

5. All prices shall take into consideration delivery costs.

6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications. Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into consideration if material is picked up at the plant site. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.

7. **Method of Award:** One or more participants may be designated as approved vendor(s) for purchases/service for Hidalgo County. Award of contract will be contingent on availability of Hidalgo County Funds. Hidalgo County reserves the right to award separate/multiple contracts when it is in the best interest to do so.

8. After the procured bid is awarded and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

9. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

10. The contract shall remain in effect until contract expires, deliver/completion of services ordered or terminated by County without cause upon thirty (30) days written notice prior to any cancellation.

11. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

12. When requested, samples shall be furnished free of expense to Hidalgo County.

13. Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

14. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

15. In the event the material furnished does not meet all the above requirements (regardless of weather, test's acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.

16. It is expressly understood and agreed that in case Hidalgo County should need **"Storm Sewer Sand"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

17. **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices**

submitted to the Hidalgo County Auditor. Failure to act in this manner may result in termination of this contract.

18. All deliveries shall be made between Monday and Friday to the locations as indicated on individual purchase orders and all deliveries shall be made between the hours of 8:00 a.m. to 5:00 p.m.

19. **Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

a) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

i) A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

ii) The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

iii) The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

iv) No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

v) The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

b) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate

termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

c) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

d) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

e) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, JULY 29, 2009 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., Friday JULY 31, 2009.**

- All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE	
INSURER A:	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GEN'L AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY OTHER				WC STATU TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, Roger V. Gonzales, authorized representative for Upper Valley Missions, LLC.
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☑ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ 8/4/09
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Roger V. Gonzales, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: CERTIFICATE OF INSURANCE
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

Authorized Signature

8/4/09
Date

Upper Valley Pipe, LLC.
Company

7301 W. Expressway 83
Address

Mission, TX. 78572
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY - "STORM SEWER SAND PRODUCT"
BID NO.: 2009-295-08-05-YZV
BID PAGE FORM

1. BID PRICE SHALL BE PER TON BASIS;
2. All purchases are on an " AS NEEDED BASIS";

OPTION I:

Product only: $ 3.00

OPTION II:

Product and Delivery: The following are the delivery locations for the storm sewer sand, including but not limited to:

OPENED
9:45 am
8-5-09
Witnessed

DELIVERY LOCATIONS		PRICE PER TON
Precinct Nº 1 Mile 11 North and 1 ½ West Mercedes, Texas 78570	$	7.65
Precinct Nº 2 301 E. State Pharr, Texas 78577	$	4.25
Precinct Nº 3 FM 2221 and Iowa Rd Mission, Texas 78572	$	3.55
Precinct Nº 4 1051 N. Doolittle Rd Edinburg, TX 78539	$	5.05

BIDDER/COMPANY NAME: Upper Valley Materials, LLC.

ADDRESS: 7301 W. Expressway 83

CITY/STATE/ZIP CODE: Mission, TX 78572

PHONE & FAX Nº: (956) 584-5770 & (956) 583-2086

CELLULAR Nº: (956) 534-6542 EMAIL: rgonzales@rivervalleypipe.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Roger V. Gonzales

TITLE: General Sales Manager

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2015488
As
Recording

Recorded On: July 10, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CONFLICT OF INT. QUEST EX

** 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: 2009-2015488
Receipt Number: 1052941
Recorded Date/Time: July 10, 2009 01:51P

User / Station: M Cepeda - Cash Station 17

Record and Return To:

UPPER VALLEY MATERIALS
7301 WEST EXPWY 83
MISSION TX 78572

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 "C"

CERTIFICATE OF LIABILITY INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/22/2009

PRODUCER (956)565-2481 FAX (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes, TX 78570

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Upper Valley Materials, LLC
7301 W. Expressway 83
Mission, TX 78572

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Burlington Insurance Co.	
INSURER B: Allstate County Mutual	ACM
INSURER C: AIG Casualty Company	
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	HGL0020022	11/06/2008	11/06/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	048849693 BAP	11/04/2008	11/04/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	WC6972047	10/27/2008	10/27/2009	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
Martha L. Salazar
100 E. Cano 4th Floor
Admin Building
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Robert R Garza/JEN

ACORD 25 (2009/01)

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AI-16955 **22.A.6.**

Request for Payment - R. Gutierrez Engineering Corporation Invoices
CC REGULAR

Date: 08/18/2009
Submitted By: Yolanda Cisneros, COMM. PCT. #2
Submitted For: Yolanda Cisneros
Department: COMM. PCT. #2
Agenda Category: Purchasing Department

Information

CAPTION

Acceptance and approval of requests for payment on the following invoice(s) submitted by R. Gutierrez Engineering Corporation, (#C-08-381-09-16) contracted project engineer:

Inv. #	Inv. Date	Project Name	Amount
2711	07/09/2009	LJ Drainage Project	$14,600.00
2712	07/10/2009	Cesar Chavez Drainage	11,800.00
2721	07/31/2009	LJ Drainage Project	25,200.00

BACKGROUND

PO #'s 620378 & 620344

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-038-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $50,856.23 (733) as of 8/12/2009.
Funding available in the amount of $96,700.00 (711) as of 8/12/2009.
PO#620378 *pending purchase order increase.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-122-039-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding available in the amount of $21,500.00 (PO #620344)
as of 08/12/2009.

Attachments

Link: Inv. #2711 LJ Drainage
Link: Inv. #2712 Cesar Chavez Drainage
Link: Inv. #2721 LJ Drainage

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 10:40 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:42 AM	APRV
3	Roland Garcia	Rolando Garcia	08/14/2009 04:32 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros

Started On: 08/12/2009 05:13 PM

Final Approval Date: 08/14/2009

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2711
Thursday, July 09, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 05/23/2009 to 07/09/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#620378)*

Billing Fee: $85,500.00

Phase	*Phase Fee*	*Percent Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Topographic Survey	9,500.00	80.00	7,600.00	3,800.00	3,800.00
Boundary Survey (Est. 35 Parcels)	59,000.00	97.63	57,600.00	46,800.00	10,800.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	9,500.00	0.00
		Total Phases:			***$14,600.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 7-10-09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 7-10-09

Phase Billing Totals: ***$14,600.00***

Billing Group Subtotal: 14,600.00

Project Totals:

****** Total Project Invoice Amount:*** ***$14,600.00***

Ramiro Gutierrez
President

620378
9-1339-431-00-122-038-0-733 $10,800.00
9-1339-431-00-122-038-0-733 $ 3,800.00
Req. #152232

R. Gutierrez Engineering Corporation

July 9, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 32 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department. We are also about 80% complete with the Topographic Survey phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: LJ Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024j
DATE: July 10, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/09/2009	Invoice No. 2711
1	07/09/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUL 10 2009
Esmeralda

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2712
Friday, July 10, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024k Cesar Chavez Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 03/25/2009 to 07/09/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#11)(PO#620344)*

Billing Fee: $87,500.00

Phase	*Phase Fee*	*Percent Complete*	*Fee Earned*	*Prior Billing*	*Current Fee*
Topographic Survey	3,500.00	80.00	2,800.00	0.00	2,800.00
Boundary Survey (Est. 5 Parcels)	9,000.00	100.00	9,000.00	0.00	9,000.00
Right-of-Way Map (1.0 Miles)	3,000.00	0.00	0.00	0.00	0.00
Existing Easement/ROW Parcels Est. 40 Parcels)	72,000.00	0.00	0.00	0.00	0.00
		Total Phases:			***$11,800.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 7.10.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 7.10.09

Phase Billing Totals: ***$11,800.00***

Billing Group Subtotal: 11,800.00

Project Totals:

****** Total Project Invoice Amount:*** ***$11,800.00***

Ramiro Gutierrez
President

620344
9-1339-431-00-122-039-0-711 $9,000.00
9-1339-431-00-122-039-0-733 $2,800.00
Req. #152225

R. Gutierrez Engineering Corporation

July 10, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Cesar Chavez Drainage Topographic & Parcel Surveys – Invoice ENG08.024k

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 5 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department. We are also about 80% complete with the Topographic Survey phase of this project.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: Cesar Chavez Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024k
DATE: July 10, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	X OTHER: INVOICE
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/10/2009	Invoice No. 2712
1	07/10/2009	Cover Letter

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	X FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JUL 10 2009
Gomezalda

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

130 E. Park
Pharr, TX 78577

Invoice Number: 2721
Friday, July 31, 2009

Invoice

To: Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577
Attention: Hector Palacios, Commissioner

Project: ENG08.024j LJ Drainage Project
Topographic & Parcel Surveys

Project Manager: Luis Nava
Professional Services for the Period: 07/10/2009 to 07/31/2009

Billing Group: 01 *Phased Fixed Fee*

Topographic & Boundary Survey

Contract #: *C-08-381-09-16(WA#10)(PO#620378)*

Billing Fee: $112,900.00

Phase	Phase Fee	Percent Complete	Fee Earned	Prior Billing	Current Fee
Topographic Survey	9,500.00	80.00	7,600.00	7,600.00	0.00
Boundary Survey (Est. 46 Parcels)	82,800.00	100.00	82,800.00	57,600.00	25,200.00
Right-of-Way Map (2.5 Miles)	7,500.00	0.00	0.00	0.00	0.00
Digital Terrain Model & Cross Sections	9,500.00	100.00	9,500.00	9,500.00	0.00
Digital Terrain Model & Cross Sections (1Tracct)	1,800.00	0.00	0.00	0.00	0.00
Boundary Survey (1 Tract)	1,800.00	0.00	0.00	0.00	0.00
			Total Phases:		***$25,200.00***

INVOICE RECEIVED BY:
Esmeralda Molina ON 8.4.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8.4.09

Phase Billing Totals: ***$25,200.00***

Billing Group Subtotal: 25,200.00

Project Totals:

****** Total Project Invoice Amount:*** ***$25,200.00***

Ramiro Gutierrez
President

620378
9-1339-431-00-122-038-0-711 $12,600.00
9-1339-431-00-122-038-0-733 $12,600.00
Req. #152232

R. Gutierrez Engineering Corporation

L J Drainage Lateral

Parcel Status

6-Jul-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
1	The Estate of Floyd E. Anderson (Deceased)	6168 Sylvia Ave. Tarzana, CA 91335-6603	Lot 8, Block 48, Alamo Land & Sugar Company's Subdivision	X		2685
2	J. Roberto Velado, and wife Constance B. Velado	436 Toronto Ave. #25 McAllen, TX 78503-3003	Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision	X		2685
3	Ludivina C. Gonzalez, and husband Jose Ramon Gonzalez	400 E. 12th St. San Juan, TX 78589-2829	Lot 7, Block 48, Alamo Land & Sugar Company's Subdivision	X		2685
4	Roderick V. Vergel de Dios and wife Tamara G. Vergel de Dios	1302 Tulip Circle McAllen, TX 78504	Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision	X		2685
5A	Juan Carrizales and wife Jesusa C. Carrizales	3583 Jefferson Marion Rd. SE Jefferson, OR 97352	Lot 6, Block 48, Alamo Land & Sugar Company's Subdivision	X		2685
6A	Cron Citrus Acres, Cron Citrus Acres #2, Alicia L. Cron	P.O. Box 3332 McAllen, TX 78502	Lot 5, Block 48, Alamo Land & Sugar Company's Subdivision	X		2721
7A	Cron Citrus Acres #2	P.O. Box 3332 McAllen, TX 78502	Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision	X		2721
8A	Texas State Bank as Custodian for the benefit of Gary L. Jackson	P.O.Box 4797 McAllen, TX. 78502	Lot 8, Block 49, Alamo Land & Sugar Company's Subdivision	X		2685
9A	Manuela Cerda	RR1 Box 88 Alamo, TX. 78516-9742	Lot 7, Block 49, Alamo Land & Sugar Company's Subdivision	X		2685
11	County of Hidalgo, a Texas Political Subdivision	902 N. Doolittle Edinburg, TX 78541	Lot 31, Sitio Owassa Subdivision	X		2685
12	Luis Martinez Sr.	1609 Washington Palm, San Juan, TX 78589	Lot 13, Sitio Owassa Subdivision	X		2685
13	Luis Martinez Sr.	1609 Washington Palm, San Juan, TX 78589	Lot 12, Sitio Owassa Subdivision	X		2685
14	Gabriel Calderon	1900 Sitio Circle Alamo, Tx. 78516	Lot 11, Sitio Owassa Subdivision	X		2721
15	Gabriel Calderon Garcia, and Elvia Vaca Valencia	1900 Sitio Circle Alamo, Tx. 78516	Lot 10, Sitio Owassa Subdivision	X		2721

R. Gutierrez Engineering Corporation

L J Drainage Lateral

Parcel Status

6-Jul-09

PARCEL No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
17	Francisco J. Zuniga	2801 Summit CV Jonesboro, AZ 72401-7548	Lot 16, Azure Subdivision	X		2721
18	Simona Trujillo	2700 Azure Ave Alamo, TX 78516	Lot 17, Azure Subdivision	X		2721
19	Edwin J. Obst, Sr. and his wife Annie Obst	901 Owassa Road Alamo, TX 78516-6844	Lot 1, Block 50, Alamo Land & Sugar Company's Subdivision	X		2721

7 X 1800 = $12,600.00

R. Gutierrez Engineering Corporation

L J Drainage Lateral

Survey Status (Tranfer H.C.I.D. No. 2 to H.C.D.D. No. 1)

6-Jul-09

SURVEY No. ENG08. 024J-	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
01	Richard W. breinholt and Susan L. Breinholt	3104 Isabel Dr. Donna, Tx. 78537	The South 10 acres of Lot 3, Block 49, Alamo Land and Sugar Company's Subd.	X		2689
02	H.C.I.D. No. 2	317 W. 4th St. San Juan, TX 78589	A.R.C Subdivision	X		2689
03	H.C.I.D. No. 2	317 W. 4th St. San Juan, TX 78589	Rincon del Valle Subdivision	X		2689
04	H.C.I.D. No. 2	317 W. 4th St. San Juan, TX 78589	Sitio Owassa Subdivision	X		2689
05	Juan Villanueva	P.O. Box 1143 Edcouch, TX 78538	Lot 4, Block 49, Alamo Land & Sugar Company's Subdivision	X		2689
06	H.C.I.D. No. 2	317 W. 4th St. San Juan, TX 78589	Aztec Subdivision Phase II & III	X		2689
07	Francisco J. Zuniga	2801 Summit CV Jonesboro, AZ 72401-7548	Lot 16, Azure Subdivision	X		2689
08	Simona Trujillo	2700 Azure Ave Alamo, TX 78516	Lot 17, Azure Subdivision	X		2689
09	Edwin J. Obst, Sr. and his wife Annie Obst	901 Owassa Road Alamo, TX 78516-6844	Lot 1, Block 50, Alamo Land & Sugar Company's Subdivision	X		2711
10	TLS Operating Company, LLC.	P.O. Box 19572, Houston, Tx. 77224-9572	The West 20.0-acres of the East 30-acres of Lot 8, Block 50, Alamo Land and Sugar Company's Subdivision	X		2711
11	ECEA, Inc.		East 10-acres of Lot 8, Block 50, Alamo Land and Sugar Company's Subdivision	X		2711
12	H.C.I.D. No. 2	317 W. 4th St. San Juan, TX 78589	Aztec Subdivision	X		2711
13	Antonia Dominguez and Manuel Plata III	P.O. Box 3802 McAllen, TX 78502-3802	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2711

R. Gutierrez Engineering Corporation

L J Drainage Lateral

Survey Status (Tranfer H.C.I.D. No. 2 to H.C.D.D. No. 1)

6-Jul-09

SURVEY No. ENG08. 024J-	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
14	Lupita Villa, a single person	1206 Maple Ave. Alamo, TX 78515	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2711
15	Maria Celina Gonzalez Martinez, and Javier Martinez Gonzalez, a married couple	141 Owassa Road Alamo, TX 78516-6847	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2721
16	Jose I. Castillo and wife, Alicia G. Castillo	137 Owassa Rd. Alamo, TX 78516-6847	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2721
17	Homer Gomez	P.O. Box 720139 McAllen, TX 78504-0139	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2721
18	Mario Gauna and wife Maria D. Gauna	904 Flower Street Stockton, Ca. 95215	The East 20 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subd.	X		2721
19	Edwin J. Obst, Sr. and his wife Annie Obst	901 Owassa Road Alamo, TX 78516-6844	Lot 7, Block 50, Alamo Land & Sugar Company's Subdivision	X		2721
20	Manuela Cerda	RR1 Box 88 Alamo, TX. 78516-9742	Lot 7, Block 49, Alamo Land & Sugar Company's Subdivision	X		2721
21	Rumualdo Garcia Jr.	1905 N Tower Road Alamo, TX 78516-6889	Lot 2, Block 49, Alamo Land & Sugar Company's Subd.	X		2721

7 x 1800 = $12,600

R. Gutierrez Engineering Corporation

L J Drainage Lateral

Survey Status (Detention Pond)

6-Jul-09

SURVEY No.	OWNER	ADDRESS	LEGAL DESCRIPTION	PARCELS SUBMITTED TO H.C.R.O.W. DEPT.		INVOICE NO.
				YES	NO	
A	Mario Gauna and wife Maria D. Gauna	904 Flower Street Stockton, Ca. 95215	The East 20 acres of Lot 2, Block 50, Alamo Land and Sugar Company's Subd.	X		2685
B	Richard W. breinholt and Susan L. Breinholt	3104 Isabel Dr. Donna, Tx. 78537	The South 10 acres of Lot 3, Block 49, Alamo Land and Sugar Company's Subd.	X		2685
16	Juan Villanueva	P.O. Box 1143 Edcouch, TX 78538	Lot 4, Block 49, Alamo Land & Sugar Company's Subdivision	X		2685
20	Antonia Dominguez and Manuel Plata III	P.O. Box 3802 McAllen, TX 78502-3802	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2685
21	Lupita Villa, a single person	1206 Maple Ave. Alamo, TX 78515	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2685
22	Maria Celina Gonzalez Martinez, and Javier Martinez Gonzalez, a married couple	141 Owassa Road Alamo, TX 78516-6847	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2685
23	Jose I. Castillo and wife, Alicia G. Castillo	137 Owassa Rd. Alamo, TX 78516-6847	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2685
24	Homer Gomez	P.O. Box 720139 McAllen, TX 78504-0139	Lot 2, Block 50, Alamo Land & Sugar Company's Subd.	X		2685

R. Gutierrez Engineering Corporation

July 31, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: LJ Drainage Topographic & Parcel Surveys – Invoice
ENG08.024j

Dear Commissioner Palacios:

I am submitting an invoice for the above referenced project. We have completed a total of 46 Boundary Survey parcels and have submitted them to Lupe Rodriguez with the Right-of-Way Department.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,

Jaime Jaimez, Jr.
Accounting Manager

cc: File

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: jaime@rgutierrezengineering.com

R. Gutierrez Engineering Corporation

Transmittal Form

TO: Commissioner Palacios
Hidalgo County Precinct No. 2
301 E. State St.
Pharr, TX 78577

FROM: Jaime Jaimez, Jr.
SUBJECT: LJ Drainage Topo & Parcel Surveys
PROJECT NO.: ENG08.024j
DATE: July 31, 2009

WE ARE SENDING YOU X ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST X OTHER: INVOICE
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1	07/31/2009	Invoice No. 2721
1	07/31/2009	Cover Letter
1	-	List of Parcels

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED X FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
AUG - 4 2009
Esmeralda

Copy Distribution: file

Received by:

130 East Park Ave. - Pharr, TX 78577 - Tel: 956 - 782 - 2557 - Fax: 956 - 782 - 2558 - Email: jaime@rgutierrezengineering.com

AI-16842 **22.A.7.**

HCSO-Extensions-Commissary Supplies/Water Softner Maint.Serv./Lease-Tower Space

CC REGULAR

Date:	08/18/2009
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting authority to exercise the extensions as provided in current contracts for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with the following multiple awarded vendors for:

a. "Commissary Supplies":

1. Keefe Commissary Network-C08-212-08-19 (first year of the possible two year options); and,
2. Rene Lucio d/b/a R&R Distributing-C-08-212A-08-19 (first year of the possible two year options);

b. "Water Softner System Maintenance Service" with Hydro Systems, Inc.-C-08-315-08-26 (first year of the possible three year options);

c. "Lease of Tower Space" with O. E. Investments, Inc.-E-08-309-07-28 (last one year option to extend).

BACKGROUND

Acknowledgment and approval from HCSO

Letters of Extensions from: Keefe Commissary Network, LLC, Rene Lucio dba R & R Distributing, Hydro Systems, Inc. and O.E. Investments, Inc.

Contract No. C-08-212-08-19-Keefe Commissary Network, LLC
Contract No. C-08-212A-08-19-Rene Lucio dba R & R Distributing
Contract No. C-08-325-08-26-Hydro Systems, Inc.
Contract No. E-08-309-07-28-O. E. Investments, Inc.

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #:
FUNDS AVAILABLE Y/N?:	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:	

Item A:
The monies for Item A are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

FISCAL YEAR: 2009 ACCT. #: 9-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Item B:
Funding available as of 8-14-09 $24,404.67.

FISCAL YEAR: 2009 ACCT. #: 9-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Item C:
Funding available as of 8-14-09 $17,300.00

Attachments

Link: R & R Distributing
Link: Hydro Systems Inc
Link: Keefe Commissary Network
Link: O E Investments Inc
Link: C-08-212-08-19-Keefe Commissary Network
Link: C-08-212A-08-19-R & R Distributing
Link: C-08-325-08-26-Hydro Systems Inc
Link: E-08-309-07-28-O E Investments Inc

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 12:22 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:03 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/14/2009 09:55 AM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Letty Saenz Started On: 08/05/2009 04:51 PM

Final Approval Date: 08/14/2009

PURCHASING DEPARTMENT
County Of Hidalgo

August 4, 2009

Rene Lucio, Owner
RENE LUCIO d/b/a **R & R DISTRIBUTING**
5705 E. Texas Rd.
Edinburg, Texas 78539
Ph. (956) 451-1831

via facsimile (956) 287-9614
via email roselucio@sbcglobal.net

Re: ***Extension of Contract No. C-08-212A-08-19- "Commissary Supplies"- Hidalgo County Sheriff's Office***

Dear Mr. Lucio:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to extend/renew for the ***(First 1st year) of the additional Two (2) One (1) year term extension*** as provided in the current requirements agreement (under the same rates, terms and conditions). ***Effective date of renew/extension August 19, 2009.***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2009, 12:00 p.m., via email attn: leticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

By: _____ Date: 08/06/09
Rene Lucio, Owner

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Leticia Saenz

From: Rene Lucio [rrdistributing@sbcglobal.net]
Sent: Thursday, August 06, 2009 7:51 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: HIDALGO COUNTY CONTRACT EXTENSION (#C-08-212A-08-19) "COMMISSARY SUPPLIES"
Attachments: Hidalgo County Contract Extension 08-04-2009.jpg

Hello,

As per your request, attached please find a copy of the signed Contract Letter referenced above.

I will also fax this document to your office.

Thank you.

Rene Lucio, Owner
R&R Distributing

PURCHASING DEPARTMENT
County Of Hidalgo

August 4, 2009

Don McGhee, Vice President
HYDRO SYSTEMS, INC.
1501 North 28th Street
Harlingen, Texas 78550
Ph. (956) 423-4932

via facsimile (956) 423-4994
Hydros1@aol.com

Re: ***Extension of Contract No. C-08-325-08-26-"Water Softener System Maintenance Service"-Hidalgo County Sheriff's Office***

Dear Mr. McGhee:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to extend/renew for the ***First (1st) year of the additional Three (3) One (1) year term extension*** as provided in the current requirements agreement (under the same rates, terms and conditions). ***Effective date of renew/extension is of August 26, 2009.***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2009, 12:00 p.m., via email attn: leticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

By: _____ Date: 8-5-09
Don McGhee, Vice President

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Leticia Saenz

From: HYDROS1@aol.com
Sent: Wednesday, August 05, 2009 4:56 PM
To: leticia.saenz@co.hidalgo.tx.us
Cc: dmcghee@hydrosystemstx.com
Subject: Re: Extension-Water Softener Syst/Maint Svc-HCSO-C-08-325-08-26
Attachments: Purchasing Department County of Hidalgo.pdf

Thank You Lety

Attached please find the Letter with my signature.

Regards,

Donald McGhee, CWS-VI
HYDRO SYSTEMS, INC.
1501 N 28 Street.
Harlingen, Texas 78550
hydros1@aol.com
dmcghee@hydrosystemstx.com

956-423-4932 phone
956-423-4994 fax

This email and attachment(s) contain proprietary and/or confidential information which is protected from disclosure. It is for the sole use of the intended recipient(s) and any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient(s), please contact the sender by reply email and destroy the original message and any copies of the message as well as any attachment(s) to the original message.

PURCHASING DEPARTMENT
County Of Hidalgo

ugust 4, 2009

erry Schroeder, Regional Vice President
lake Taylor, Account Manager
EEFE COMMISSARY NETWORK, LLC
101 Marquis Drive, Suite 200
arland, Texas 75042
h. (800) 593-0039

via facsimile (972) 272-5387
via email btaylor@keefegroup.com

e: ***Extension of Contract No. C-08-212-08-19-"Commissary Supplies"-Hidalgo Coun Sheriff's Office***

)ear Mr. Schroeder:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with th Hidalgo County's option to extend/renew for the ***(First 1st year) of the additional Two (2) One (ear term extension*** as provided in the current requirements agreement (under the same rates, tern nd conditions). ***Effective date of renew/extension August 19, 2009.***

lease acknowledge receipt of this notice of extension by signing below and returning to the Purchasi)epartment by no later than, Thursday, August 6, 2009, 12:00 p.m., via email att eticia.saenz@co.hidalgo.tx.us and to via facsimile (956) 956-318-2629.

y: _____ Date: 8/6/09
Terry Schroeder, Regional Vice President

hould you have any questions or require additional information, please do not hesitate to contact me 956) 292-7000 x-4861. Your cooperation to this matter is greatly appreciated and we hope yo ompany continues its business relationship with Hidalgo County.

espectively,

eticia H. Saenz, CPPB/Contracts Manager
lidalgo County Purchasing Department

c: file

Leticia Saenz

From: Blake Taylor [btaylor@keefegroup.com]
Sent: Friday, August 07, 2009 8:28 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: Keefe Extension
Attachments: HIDALGO COUNTY.PDF

Letty,

Here is our extension agreement. I tried to send yesterday but it kept coming back to me. Can you please give me confirmation that you received?

Thanks

From: Ellen Earnest
Sent: Friday, August 07, 2009 8:12 AM
To: Blake Taylor
Subject:

PURCHASING DEPARTMENT
County Of Hidalgo

August 4, 2009

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502
Ph. (956) 683-7979

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: ***Extension of Contract No. E-08-309-07-28 - "Lease of Tower Space"- Hidalgo County Sheriff's Office***

Dear Mr. Brand:

Commissioners' Court will take applicable action (Tuesday, August 11, 2009) in connection with the Hidalgo County's option to renew/extend the ***(second 2nd year) of the additional two (2) one (1) year term extension*** as provided in the current service agreement (under the same rates, terms and conditions). ***Effective date of renew/extension is of October 1, 2009.***

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Thursday, August 6, 2009, 12:00 p.m., via email to leticia.saenz@co.hidalgo.tx.us or via facsimile to (956) 956-318-2629.

By: _____ Date: 8/6/09

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

Leticia Saenz

From: Bea Juarez [bjuarez@rioplexwireless.com]
Sent: Thursday, August 06, 2009 11:18 AM
To: leticia.saenz@co.hidalgo.tx.us
Subject: E-08-309-07-28
Attachments: HID.CO SHERIFFS.pdf

Leticia,

Attached is Extension of contract executed by Mr. Brand.

Any questions, email me.

Bea,
O.E. Investments

FREE Animations for your email - by IncrediMail! Click Here!

REQUIREMENTS AGREEMENT
C-08-212-08-19

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 19, 2008** by and between **Keefe Commissary Network, LLC, a** ("Seller")and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Commissary Supplies,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Commissary Supplies"** in the areas of **Hidalgo County** projects for a period of **August 19, 2008** from **August 18, 2009** with the option to renew for an additional **two (2) one (1) year term;** and an additional sixty (60) day grace period, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Keefe Commissary Network, LLC
Attn: Terry Schroader, Regional Vice President
3101 Marquis Drive, Suite 200
Garland, TX 75042

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

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

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

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

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

j. **Gender and Number.** All pronouns used in this Agreement shall include the other

gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, Aug. 19, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Date: 8-13-08

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: 8/21/08

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: 8/21/08

Keefe Supply Company
By: _____
Printed Name: TERRY SCHNEIDER
Title: REGIONAL VICE PRESIDENT
Date: 8/20/08

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County Sheriff's Office
"Commissary Services"
Bid No.:08-212-06-11-ROL

Exhibit "A"

Specifications

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "Commissary products" on an "As Needed Basis" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2. Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5. Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9. Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10. Supplies Required: Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to:

    Snacks
    Sugar & artificial sweetener
    Drinks/drink mix
    Candies
    Small supplies such as pens/pencils/envelopes/etc.
    Personal items (combs, lotion, etc.)
    Personal hygiene items
    Dental care items
    Various over -the-counter medications
    Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11. Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2006 is as follows:

    Total inventory purchases:

    $ 436,484.62 (Current average daily total detention center population is at 1148).

12. Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13. Product Containers: No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14. Security: All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15. All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16. Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17. Record/Inventory: Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18. Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions,

unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market

at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

HIDALGO COUNTY SHERIFF'S OFFICE – COMMISARY ITEMS

1. Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)
2. Almond Joy Bar 1.61.oz
3. Baby Ruth 2.1 oz.
4. Butter Finger Bar 2.1 oz.
5. Snickers Almond Bar 1.76 oz.
6. Milky Way Bar 2.05 oz.
7. Pay Day Bar 1.85 oz.
8. Snickers Bar 2.07 oz.
9. 3 Musketeers Bar 2.13 oz.
10. Skittles "Original Fruits" 2.17 oz. bag
11. M & M Peanuts 1.74 oz. bag
12. Twix Bar 2.0 oz.
13. Peanut Pattie 1.75 oz.
14. Reeses Peanut Butter Cups 1.5 oz.
15. Breath Savers (12 mints) 0.75 oz.
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack
17. Chili Corn Nuts
18. Ranch Corn Nuts
19. Original Corn Nuts
20. Salted Peanuts 1.75 oz. bag
21. Beef Jerky Steak 1 oz. stick
22. Chunk Light Tuna 4.23 oz. Pouch
23. Refried Beans Resealable Pouch 6 oz.
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub)
25. Jalapeno Cheese Spread 8 oz. Plastic Tub
26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle
27. Peanut Butter Squeezers 1.12 oz.
28. Chili No Beans 11.25oz. Pouch
29. Chili w/Beans 11.25oz. Pouch
30. Hot Chili w/Beans 11.25 oz. Pouch
31. Beef Stew 11.25 oz. Pouch
32. Roast Beef & Gravy 10 oz. Pouch
33. Sardines in Hot Tomato Sauce 3.53oz. Pouch
34. Fish Fillets 3.53oz. Pouch
35. B.B.Q. Potato Chips 1.5 oz. bag
36. Flaming Hot Cheetos 1.5oz. bag
37. BBQ Corn Chips 1.5oz. bag
38. Doritos Nacho Cheese 1.5oz.
39. Tortilla Chips 12oz. bag
40. Tostadas 12oz. pack
41. Snack Crackers 12 oz. box
42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray
43. Zinger Cremes 4 oz. pack
44. Apples Pies 4 oz.
45. Cherry Pies 4 oz. pk
46. Cherry Rolls 4 oz.
47. Cinnamon Rolls 4 oz. pk
48. Honey Bun 6oz. pk
49. Chocolate Cupcakes (2-pk) - 4 oz.

Cont' SPECIFICATIONS

50. Moonpies (banana/strawverry/chocolate) 2.75 oz.
51. Coca Cola Classic 20 oz. plastic bottle
52. Sprite 20 oz. plastic bottle
53. Fanta Orange 20 oz. plastic bottle
54. Dr. Pepper 20 oz. plastic bottle
55. Diet Coke 20 oz. plastic bottle
56. Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch
57. Coffee Mug w/Lid 14 oz.
58. Hot Cocoa Mix 1oz. bag
59. Cereal Bowl w/Lid 24 oz.
60. Ozarka Spring Water 20 oz. plastic bottle
61. Sugar Cubes 1 lb. bx
62. White Sport Bras (Medium thru 3xl)
63. White Sweatshirts (Medium thru 4xl)
64. White Boxer Shorts (Small thru 6xl)
65. White Thermal Underwear Set (Small thru 6xl)
66. Men White Crew Neck T-shirts (Medium thru 6xl)
67. White Men Briefs (Small thru 5xl)
68. Mens/Ladies Crew Socks (one size fits all)
69. Ladies Socks
70. White Ladies Panties (Size 5 thru 18)
71. White Mens/Ladies Velcro Tennis Shoes (Size 6-13)
72. Tylenol Extra Strength (2 gel pouch) 50 ct. bx
73. Halls Mentho-Lyptus (9 drops) Stick
74. Advil Coated (2 tablet pouch) 50 ct. box
75. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx
76. Anti Shank Security Toothbrush & Clear Cap
77. Anti-Shank Security Razor - Single Edge
78. Jolly Ranchers 3.7 oz. Assorted Bag
79. Sunflower Kernels 4 oz. bag
80. Starlite Mints 3.75 oz. bag
81. Irish Spring Bar Soap Antibacterial 4.5 oz.
82. Elastic Pony Tailers 18 ct. pk-black
83. St. Valentines Cards (English/Spanish) 6/pk
84. Happy Easter Card (Englgh/Spanish) 6/pk
85. Happy Mother's Day Card (English/Spanish) 6/pk
86. Father's Day Card (English/Spanish) 6/pk
87. Happy Birthday Card (English/Spanish) 6/pk
88. Thanksgiving Day Card (English/Spanish) 6/pk
89. Christmas Card (English/Spanish) 6/pk
90. Oral Pain Relief 0.33 oz. Tube
91. Alcohol - Free Mouthwash 8 oz. Plastic Bottle
92. Alcohol - Free Hair Gel 16 oz. Plastic Bottle
93. Athletes Foot Cream 0.05 oz. Tube
94. Hydrocortisone Cream 1 oz. Tube
95. Chap Stick Lip Balm 15 oz.
96. Hemorrhoidal Ointment 2 oz. Tube
97. Muscle Rub 3 oz. Tube
98. Medicated Chest Rub 3.53 oz.
99. Floss Loops "Mint Flavor" 30 ct. Plastic Bag
100. Eye Drops 0.05 oz.
101. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
102. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx
103. Rolaids Antacid (12 Tablets) Stick

Con't- SPECIFICATIONS

104. Acne Gel Medication 1 oz. Tube
105. Contact Lens M/P Solution 8 oz.
106. Legal Gummed Pads (8 ½ x 11")
107. 3 1/2" Flexible Pencil
108. Bubble Cushioned Envelope (6" x 9")
109. #10 White Security Envelopes
110. No Clasp Envelope (9" x 12")
111. Twin Pocket Folders
112. Dictionary (English - Spanish & English)
113. Word Seek Puzzles Books
114. Sketch Pads (50 Sheets)
115. Playing Cards Deck
116. 4 ½" Flexible Black Ink Pen
117. Tracing Paper Pad (40 Sheets)
118. Tan PVC Shower Sandals (Size 8 thru 13)
119. Colgate "Red Gel" Toothpaste 4.2 oz.
120. Close Up "Red Gel" Toothpaste 4.0 oz.
121. Dove Bar Soap 3.15 oz.
122. Zest Bar Soap 3.2 oz.
123. Three Flowers Brilliantine 4 oz.
124. Dandruff Shampoo & Conditioner 14.2 oz.
125. Lice Control Shampoo 2 oz.
126. Nair Hair Removal 9 oz.
127. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.
128. Razorless Hair Removing Cream 6 oz.
129. After Shave Lotion 4 oz.
130. Baby Lotion 15 oz.
131. Shaving Gel 3 oz. Clear Tube
132. White Hankerchief (15" x 15")
133. VO5 Extra Body Shampoo 15.0 oz.
134. VO5 Extra Body Conditioner 15.0 oz.
135. Suave Powder Fresh Deodorant 1.7 oz. Clear
136. Hinged Soap Dish Box- Regular Size
137. Greaseless Skin Cream 4.5 oz.
138. Cocoa Butter Moisturizing Soap 3.6 oz.
139. Hair Moisturizer 4 oz. Tube
140. Palm Hair Brush Flexible - Black
141. Tampons - Singles (Regular/Super/Junior) 40 ct. Box
142. Disposable Douche 6 oz.
143. White Washcloth (12"x12")

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County Sheriff's Office
"Commissary Items"
Bid No.:2008-212-06-11-ROL

Exhibit "B"
Bid Page

Items

1. Hygiene Kit(4"T-Brush/T-Paste 1.05 oz./Soap 1.5 oz/Deodorant0.05 oz.)
   Unit Price $NO BID

2. Almond Joy Bar 1.61.oz **Unit Price** $.55 (1.76oz)

3. Baby Ruth 2.1 oz. **Unit Price** $.55

4. Butter Finger Bar 2.1 oz. **Unit Price** $.55

5. Snickers Almond Bar 1.76 oz. **Unit Price** $.55

6. Milky Way Bar 2.05 oz. **Unit Price** $.55

7. Pay Day Bar 1.85 oz. **Unit Price** $.55

8. Snickers Bar 2.07 oz. **Unit Price** $.55

9. 3 Musketeers Bar 2.13 oz. **Unit Price** $.55

10. Skittles "Original Fruits" 2.17 oz. bag **Unit Price** $.55

11. M & M Peanuts 1.74 oz. bag **Unit Price** $.55

12. Twix Bar 2.0 oz. **Unit Price** $.55

13. Peanut Pattie 1.75 oz. **Unit Price** $.37

14. Reeses Peanut Butter Cups 1.5 oz. **Unit Price** $.55

15. Breath Savers (12 mints) 0.75 oz. **Unit Price** $.55

16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack **Unit Price** $.20

17. Chili Corn Nuts 1.4 oz. pack **Unit Price** $.34

18. Ranch Corn Nuts 1.4 oz. pack **Unit Price** $.34

19. Original Corn Nuts 1.4 oz. pack **Unit Price** $NO BID

20. Salted Peanuts 1.75 oz. bag **Unit Price** $.20

21. Beef Jerky Steak 1 oz. stick **Unit Price** $.70

22. Chunk Light Tuna 4.23 oz. Pouch **Unit Price** $.79

23. Refried Beans Resealable Pouch 6 oz. **Unit Price** $.79 (8 oz)

24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub) **Unit Price** $1.43

25. Jalapeno Cheese Spread 8 oz. Plastic Tub **Unit Price** $.70

26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle **Unit Price** $_____
    Strawberry $1.35
    Grape $1.17

27. Peanut Butter Squeezers 1.12 oz. **Unit Price** $ .12

28. Chili No Beans 11.25oz. Pouch **Unit Price** $ .84

29. Chili w/Beans 11.25oz. Pouch **Unit Price** $ .84

30. Hot Chili w/Beans 11.25 oz. Pouch **Unit Price** $ .84

31. Beef Stew 11.25 oz. Pouch **Unit Price** $ .94

32. Roast Beef & Gravy 10 oz. Pouch **Unit Price** $ 1.71

33. Sardines in Hot Tomato Sauce 3.53oz. Pouch **Unit Price** $ .70

34. Fish Fillets 3.53oz. Pouch **Unit Price** $ 1.00

35. B.B.Q. Potato Chips 1.5 oz. bag **Unit Price** $ .23

36. Flaming Hot Cheetos 1.5oz. bag **Unit Price** $ .93

37. BBQ Corn Chips 1.5oz. bag **Unit Price** $ .20 (Hot Corn Chip)(1.5oz)

38. Doritos Nacho Cheese 1.5oz. **Unit Price** $ .20

39. Tortilla Chips 12oz. bag **Unit Price** $ 1.00

40. Tostadas 12oz. pack **Unit Price** $ No Bid

41. Snack Crackers 12 oz. box **Unit Price** $ 1.27 (16oz)

42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray **Unit Price** $ .55

43. Zinger Cremes 4 oz. pack **Unit Price** $ No Bid

44. Apples Pies 4 oz. **Unit Price** $ .40 (Bear claw) (5oz)

45. Cherry Pies 4 oz. pk **Unit Price** $ No Bid

46. Cherry Rolls 4 oz. **Unit Price** $ .32 (Strawberry Donuts)

47. Cinnamon Rolls 4 oz. pk **Unit Price** $ .40

48. Honey Bun 6oz. pk **Unit Price** $ .45

49. Chocolate Cupcakes (2-pk) - 4 oz. **Unit Price** $ .50

50. Moonpies (banana/strawverry/chocolate) 2.75 oz. **Unit Price** $ .28

51. Coca Cola Classic 20 oz. plastic bottle **Unit Price** $ .80

52. Sprite 20 oz. plastic bottle **Unit Price** $ .80

53. Fanta Orange 20 oz. plastic bottle **Unit Price** $ .80

54. Dr. Pepper 20 oz. plastic bottle **Unit Price** $ .85

55. Diet Coke 20 oz. plastic bottle **Unit Price** $ .80

56. Instant Coffee 4 oz. Resealable Clear Pouch **Unit Price** $ 1.85

57. Coffee Mug w/Lid 14 oz. **Unit Price** $ 1.16 (22oz)

58. Hot Cocoa Mix 1oz. bag **Unit Price** $ .10

59. Cereal Bowl w/Lid 24 oz. **Unit Price** $ .36

60. Ozarka Spring Water 20 oz. plastic bottle **Unit Price** $ .35

61. Sugar Cubes 1 lb. bx **Unit Price** $ 2.40

62. White Sport Bras (Medium thru 3xl) **Unit Price** $ 6.19

63. White Sweatshirts (Medium thru 4xl) **Unit Price** $ Med-2XL- $10.00 3XL- $11.00 4XL- $12.00

64. White Boxer Shorts (Small thru 6xl) **Unit Price** $ SM-L- $2.19 XL-2.29 -2XL-3.4

65. White Thermal Underwear Set (Small thru 6xl) **Unit Price** $ Sm-XL= $3.15 2XL-4XL= $3.6 5XL- $4.10 6XL-4.55

66. Men White Crew Neck T-shirts (Medium thru 6xl) **Unit Price** $ Med-XL- $1.83 2XL-3XL $2.18 4XL-6XL = $3.10

67. White Men Briefs (Small thru 5xl) **Unit Price** $ Sm-XL= $1.22 2XL: 1.62 3XL=1.64

68. Mens/Ladies Crew Socks (one size fits all) **Unit Price** $ .60

69. White Ladies Panties (Size 5 thru 18) **Unit Price** $ → ALL 3 PACKS 5-10 $3.90 11-14= $4.90

70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13) **Unit Price** $ No Bid

71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx **Unit Price** $ .60

72. Halls Mentho-Lyptus (9 drops) Stick **Unit Price** $ 1.10

73. Advil Coated (2 tablet pouch) 50 ct. box **Unit Price** $ .39

74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx **Unit Price** $ 1.11

75. Anti Shank Security Toothbrush & Clear Cap **Unit Price** $ Toothbrush = $.05 Cap = $.01

76. Anti-Shank Security Razor - Single Edge **Unit Price** $ .20

77. Jolly Ranchers 3.7 oz. Assorted Bag **Unit Price** $ .89

78. Sunflower Kernels 4 oz. bag **Unit Price** $ .38 (3.25oz)

79. Starlite Mints 3.75 oz. bag **Unit Price** $ .30

80. Irish Spring Bar Soap Antibacterial 4.5 oz. **Unit Price** $ .73 (4.0 oz)

81. Elastic Pony Tailers 18 ct. pk-black **Unit Price** $ .90

82. St. Valentines Cards (English/Spanish) 6/pk **Unit Price** $ .29

83. Happy Easter Card (Engligh/Spanish) 6/pk **Unit Price** $ .29

84. Happy Mother's Day Card (English/Spanish) 6/pk **Unit Price** $ .29

85. Father's Day Card (English/Spanish) 6/pk **Unit Price** $ .29

86. Happy Birthday Card (English/Spanish) 6/pk **Unit Price** $ .29

87. Thanksgiving Day Card (English/Spanish) 6/pk **Unit Price** $ .29

88. Christmas Card (English/Spanish) 6/pk **Unit Price** $ .29

89. Oral Pain Relief 0.33 oz. Tube **Unit Price** $ .97

90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle **Unit Price** $ .55

91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle **Unit Price** $ 1.50 (8oz)

92. Athletes Foot Cream 0.05 oz. Tube **Unit Price** $ No Bid

93. Hydrocortisone Cream 1 oz. Tube **Unit Price** $ .89

94. Chap Stick Lip Balm 15 oz. **Unit Price** $ 1.04

95. Hemorrhoidal Ointment 2 oz. Tube **Unit Price** $ 2.36

96. Muscle Rub 3 oz. Tube **Unit Price** $ 1.35

97. Medicated Chest Rub 3.53 oz. **Unit Price** $ .97

98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag **Unit Price** $ No Bid

99. Eye Drops 0.05 oz. **Unit Price** $ 1.65

100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
Unit Price $ No Bid

101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch)
72 ct. bx **Unit Price** $ .66

102. Rolaids Antacid (12 Tablets) Stick **Unit Price** $ .47

103. Acne Gel Medication 1 oz. Tube **Unit Price** $ 1.08

104. Contact Lens M/P Solution 8 oz. **Unit Price** $ No Bid

105. Legal Gummed Pads (8 ½ x 11") **Unit Price** $ .42

106. 3 1/2" Flexible Pencil **Unit Price** $ No Bid

107. Bubble Cushioned Envelope (6" x 9") **Unit Price** $ No Bid

108. #10 White Security Envelopes **Unit Price** $ .71

109. No Clasp Envelope (9" x 12") **Unit Price** $ .07

110. Twin Pocket Folders **Unit Price** $ No Bid

111. Dictionary (English - Spanish & English) **Unit Price** $ 1.13

112. Word Seek Puzzles Books **Unit Price** $ No Bid

113. Sketch Pads (50 Sheets) **Unit Price** $ No Bid

114. Playing Cards Deck **Unit Price** $ 1.70

115. 4 ½" Flexible Black Ink Pen **Unit Price** $ .31

116. Tracing Paper Pad (40 Sheets) **Unit Price** $ No Bid

117. Tan PVC Shower Sandals (Size 8 thru 13) **Unit Price** $ Sm-XL-$1.50 2XL-$2.56

118. Colgate "Red Gel" Toothpaste 4.2 oz. **Unit Price** $ 1.52 (Clear Gel)

119. Close Up "Red Gel" Toothpaste 4.0 oz. **Unit Price** $ 1.05

120. Dove Bar Soap 3.15 oz. **Unit Price** $ 1.09

121. Zest Bar Soap 3.2 oz. **Unit Price** $ .69

122. Three Flowers Brilliantine 4 oz. **Unit Price** $1.41

123. Dandruff Shampoo & Conditioner 14.2 oz. **Unit Price** $.99 (12oz)

124. Lice Control Shampoo 2 oz. **Unit Price** $No Bid

125. Nair Hair Removal 9 oz. **Unit Price** $No Bid

126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. **Unit Price** $1.78 (2oz)

127. Razorless Hair Removing Cream 6 oz. **Unit Price** $2.46

128. After Shave Lotion 4 oz. **Unit Price** $1.02

129. Baby Lotion 15 oz. **Unit Price** $.33 (4oz)

130. Shaving Gel 3 oz. Clear Tube **Unit Price** $1.00 (7oz)

131. White Hankerchief (15" x 15") **Unit Price** $.49

132. VO5 Extra Body Shampoo 15.0 oz. **Unit Price** $1.09

133. VO5 Extra Body Conditioner 15.0 oz. **Unit Price** $1.09

134. Suave Powder Fresh Deodorant 1.7 oz. Clear **Unit Price** $1.25

135. Hinged Soap Dish Box- Regular Size **Unit Price** $.24

136. Greaseless Skin Cream 4.5 oz. **Unit Price** $1.00

137. Cocoa Butter Moisturizing Soap 3.6 oz. **Unit Price** $1.00

138. Hair Moisturizer 4 oz. Tube **Unit Price** $1.62

139. Palm Hair Brush Flexible - Black **Unit Price** $3.27

140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box **Unit Price** $.29

141. Disposable Douche 6 oz. **Unit Price** $1.12

142. White Washcloth (12"x12") **Unit Price** $.16

EXHIBIT "B1"

BREAKDOWN
TABULATION OF VENDOR'S
LOW BID PRICES (ONLY)

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
16.	Ramen Soups (chili/beef/chicken/shrimp)	$0.20
17.	Chili Corn Nuts 1.4 oz pk	$0.34
18.	Ranch Corn Nuts 1.4 oz. pk	$0.34
20.	Salted Peanuts 1.75 oz bag	$0.20
21.	Beef Jerky Steak 1 oz. stick	$0.70
22.	Chunk Light Tuna 4.23 oz. pouch	$0.79
23.	Refried Beans Re-sealable Pouch 6 oz.	$0.79 (8 oz.)
25.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$0.70
26.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	Strawberry $1.35 Grape $1.17
27.	Peanut Butter Squeezers 1.12 oz.	$0.12
28.	Chili No Beans 11.25 oz. Pouch	$0.84
29.	Chili w/Beans 11.25 oz Pouch	$0.84
30.	Hot Chili w/Beans 11.25 oz. Pouch	$0.84
31.	Beef Stew 11.25 oz. Pouch	$0.94
32.	Roast Beef & Gravy 10 oz. Pouch	$1.71
33.	Sardines in Hot Tomato Sauce 3.53 oz.	$0.70
34.	Fish Fillets 3.53 oz. Pouch	$1.00
35.	BBQ Potato Chips 1.5 oz. bag	$0.23
38.	Doritos Nacho Cheese 1.5 oz.	$0.20
39.	Tortilla Chips 12 oz. bag	$1.00
41.	Snack Crackers 12 oz. box	$1.27 (16 oz)
47.	Cinnamon Rolls 4 oz.	$0.40
48.	Honey Bun 6 oz. pk	$0.45
49.	Chocolate Cupcakes (2-pk) 4 oz.	$0.50
50.	Moonpies (banana/strawberry/chocolate) 2.75 oz	$0.28
51.	Coca-Cola Classic 20 oz. plastic bottle	$0.80
52.	Sprite 20 oz. plastic bottle	$0.80
53.	Fanta Orange 20 oz. plastic bottle	$0.80
54.	Dr. Pepper 20 oz. plastic bottle	$0.85
55.	Diet Coke 20 oz. plastic bottle	$0.80
56.	Instant Coffee 4 oz. Re-sealable Clear Pouch	$1.85
57.	Coffee Mug w/Lid 14 oz.	$1.66 (22 oz.)
58.	Hot Cocoa Mix 1 oz. bag	$0.10

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
59.	Cereal Bowl w/Lid 24 oz.	$0.36
60.	Ozarka Spring Water 20 oz. plastic bottle	$0.35
64.	White Boxer Shorts Sm-6XL	$2.19 (SM-L) $2.29 (XL) $3.49 (2XL – 6XL)
65.	White Thermal Underwear Set Small thru 6 xl	$3.15 (SM-XL) $3.65 (2XL-4XL) $4.10 (5XL) $4.55 (6XL)
66.	Men White Crew Neck T-shirts Medium thru 6xl	$1.83 (Med-XL) $2.18 (2XL-3XL) $3.10 (4XL-6XL) $1.62 (2XL) $1.64 (3XL)
68.	Mens/Ladies Crew Socks One size fits all	$0.60
70.	White Mens/Ladies Velcro Tennis Shoes Sizes 6 thru 13	No bid
73.	Advil Coated (2 tablet pouch) 50 ct. box	$0.39
75.	Anti Shank Security Toothbrush & clear cap	$0.05 toothbrush $0.01 cap
76.	Anti Shank Security Razor Single Edge	$0.20
79.	Starlite Mints 3. 75 oz Bag	$0.30
82.	St. Valentines Card (Eng/Spanish) 6 pk	$0.29
83.	Happy Easter Card (Eng/Spanish) 6 pk	$0.29
84.	Happy Mother's Day Card (Eng/Spanish) 6 pk	$0.29
85.	Father's Day Card (Eng/Spanish) 6 pk	$0.29
86.	Happy Birthday Card (Eng/Spanish) 6 pk	$0.29
87.	Thanksgiving Day Card (Eng/Spanish) 6 pk	$0.29
88.	Christmas Card (Eng/Spanish(6 pk	$0.29
89.	Oral Pain Relief 0.33 oz tube	$0.97
90.	Alcohol Free Mouthwash 8 oz. Plastic	$0.55
91.	Alcohol Free Hair Gel 16 oz. Plastic	$1.50 (8 oz.)
92.	Athletes Foot Crème 0.05 oz. tube	No bid
93.	Hydrocortisone Cream 1 oz. tube	$0.89
94.	Chap Stick Lip Balm 15 oz.	$1.04
95.	Hemorrhoidal Ointment 2 oz. tube	$2.36

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	Keefe Supply Co.
96.	Muscle Rub 3 oz. Tube	$1.35
97.	Medicated Chest Rub 3.53 oz.	$0.97
99.	Eye Drops 0.05 oz.	$1.65
102.	Rolaids Antacid (12 tablets) stick	$0.47
103.	Acne Gel Medication 1 oz. tube	$1.08
105.	Legal Gummed Pads 8 ½ x 11	$0.42
109.	No Clasp Envelope 9"x12"	$0.07
113.	Sketch Pads 50 sheets	No bid
115.	4 ½ Flexible Black Ink Pen	$0.31
119.	Close Up Red Gel Toothpaste 4.0 oz.	$1.05
122.	Three Flowers Brilliantine 4 oz.	$1.41
123.	Dandruff Shampoo/Conditioner 14. 2 oz.	$0.99 (12 oz.)
127.	Razorless Hair Removing Cream 6 oz.	$2.46
128.	After Shave Lotion 4 oz.	$1.02
129.	Baby Lotion 15 oz.	$0.33 (4 oz.)
130.	Shaving Gel 3 oz. Clear Tube	$1.00 (7 oz.)
131.	White Kankerchief (15"x15")	$0.49
132.	VO5 Extra Body Shampoo 15.0 oz.	$1.09
133.	VO5 Extra Body Conditioner 15.0 oz.	$1.09
134.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$1.25
135.	Hinged Soap Dish Box Regular Size	$0.24
136.	Greaseless Skin Cream 4.5 oz.	$1.00
138.	Hair Moisturizer 4 oz. Tube	$1.62
142.	White Washcloth (12"x12")	$0.16

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

CENTR-3 08/12/08

PRODUCER
Wells Fargo Insurance Services
of Missouri
1401 S. Brentwood Blvd Ste 625
St. Louis MO 63144
Phone: 314-918-8000 Fax: 314-919-1101

INSURED

Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO 63132

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Great Northern Insurance Co.	20303
INSURER B: Federal Insurance Company	20281
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	7321-00-90	01/01/08	01/01/09	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 $ INCLUDED $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	7321-00-92	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	7165-55-50	01/01/08	01/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

Certificate holder shown below is included as an Additional Insured as respects General Liability coverages shown regarding operations of the named insured.

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
4th Floor - Admin. Bldg
100 East Cano Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

REQUIREMENTS AGREEMENT
C-08-212A-08-19

THIS AGREEMENT (the "Agreement") is entered into effective as of **August 19, 2008** by and between **Rene Lucio d/b/a R & R Distributing, (individual proprietor)** a resident of Hidalgo County, Texas ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Commissary Supplies,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Commissary Supplies"** in the areas of **Hidalgo County** projects for a period of **August 19, 2008** from **August 18, 2009** with the option to renew for an additional **two (2) one (1) year term**; and an additional sixty (60) day grace period, under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

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

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

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

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Rene Lucio d/b/a R&R Distributing
5705 E. Texas Rd.
Edinburg, Texas 78539

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, Aug. 19, 2008.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____
Date: 8-13-08

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge
Date: 8/21/08

ATTEST:

Arturo Guajardo, Jr., County Clerk
Date: 8/21/08

Vendor Rene Lucio dba R & R Distributing
By: _____
Printed Name: Rene Lucio
Title: Owner
Date: 08/22/08

EXHIBIT "A"
SPECIFICATIONS

Hidalgo County Sheriff's Office
"Commissary Services"
Bid No.:08-212-06-11-ROL

Exhibit "A"

Specifications

GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "Commissary products" on an "As Needed Basis" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County Sheriff's Office.

2. Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

5. Hidalgo County Sheriff's Office reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7. Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8. All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9. Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10. Supplies Required: Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to:

    Snacks
    Sugar & artificial sweetener
    Drinks/drink mix
    Candies
    Small supplies such as pens/pencils/envelopes/etc.
    Personal items (combs, lotion, etc.)
    Personal hygiene items
    Dental care items
    Various over -the-counter medications
    Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11. Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2006 is as follows:

    Total inventory purchases:

    $ 436,484.62 (Current average daily total detention center population is at 1148).

12. Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13. Product Containers: No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14. Security: All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15. All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16. Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17. Record/Inventory: Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18. Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19. **Market Volatility and Unit Price Adjustments:** Hidalgo County recognizes that during periods of national crisis and unstable economic conditions,

unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier=s advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

B) Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market

at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

HIDALGO COUNTY SHERIFF'S OFFICE - COMMISARY ITEMS

1. Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Soap 1.5 oz/ Deodorant 0.05 oz.)
2. Almond Joy Bar 1.61.oz
3. Baby Ruth 2.1 oz.
4. Butter Finger Bar 2.1 oz.
5. Snickers Almond Bar 1.76 oz.
6. Milky Way Bar 2.05 oz.
7. Pay Day Bar 1.85 oz.
8. Snickers Bar 2.07 oz.
9. 3 Musketeers Bar 2.13 oz.
10. Skittles "Original Fruits" 2.17 oz. bag
11. M & M Peanuts 1.74 oz. bag
12. Twix Bar 2.0 oz.
13. Peanut Pattie 1.75 oz.
14. Reeses Peanut Butter Cups 1.5 oz.
15. Breath Savers (12 mints) 0.75 oz.
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack
17. Chili Corn Nuts 1.4 oz pack
18. Ranch Corn Nuts 1.4 oz pack
19. Original Corn Nuts 1.4 oz pack
20. Salted Peanuts 1.75 oz. bag
21. Beef Jerky Steak 1 oz. stick
22. Chunk Light Tuna 4.23 oz. Pouch
23. Refried Beans Resealable Pouch 6 oz.
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub)
25. Jalapeno Cheese Spread 8 oz. Plastic Tub
26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle
27. Peanut Butter Squeezers 1.12 oz.
28. Chili No Beans 11.25oz. Pouch
29. Chili w/Beans 11.25oz. Pouch
30. Hot Chili w/Beans 11.25 oz. Pouch
31. Beef Stew 11.25 oz. Pouch
32. Roast Beef & Gravy 10 oz. Pouch
33. Sardines in Hot Tomato Sauce 3.53oz. Pouch
34. Fish Fillets 3.53oz. Pouch
35. B.B.Q. Potato Chips 1.5 oz. bag
36. Flaming Hot Cheetos 1.5oz. bag
37. BBQ Corn Chips 1.5oz. bag
38. Doritos Nacho Cheese 1.5oz.
39. Tortilla Chips 12oz. bag
40. Tostadas 12oz. pack
41. Snack Crackers 12 oz. box
42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray
43. Zinger Cremes 4 oz. pack
44. Apples Pies 4 oz.
45. Cherry Pies 4 oz. pk
46. Cherry Rolls 4 oz.
47. Cinnamon Rolls 4 oz. pk
48. Honey Bun 6oz. pk
49. Chocolate Cupcakes (2-pk) - 4 oz.

Cont' SPECIFICATIONS

50. Moonpies (banana/strawverry/chocolate) 2.75 oz.
51. Coca Cola Classic 20 oz. plastic bottle
52. Sprite 20 oz. plastic bottle
53. Fanta Orange 20 oz. plastic bottle
54. Dr. Pepper 20 oz. plastic bottle
55. Diet Coke 20 oz. plastic bottle
56. Instant Coffee 4 oz. Resealable Clear Pouch
57. Coffee Mug w/Lid 14 oz.
58. Hot Cocoa Mix 1oz. bag
59. Cereal Bowl w/Lid 24 oz.
60. Ozarka Spring Water 20 oz. plastic bottle
61. Sugar Cubes 1 lb. bx
62. White Sport Bras (Medium thru 3xl)
63. White Sweatshirts (Medium thru 4xl)
64. White Boxer Shorts (Small thru 6xl)
65. White Thermal Underwear Set (Small thru 6xl)
66. Men White Crew Neck T-shirts (Medium thru 6xl)
67. White Men Briefs (Small thru 5xl)
68. Mens/Ladies Crew Socks (one size fits all)
69. White Ladies Panties (Size 5 thru 18)
70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13)
71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx
72. Halls Mentho-Lyptus (9 drops) Stick
73. Advil Coated (2 tablet pouch) 50 ct. box
74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx
75. Anti Shank Security Toothbrush & Clear Cap
76. Anti-Shank Security Razor - Single Edge
77. Jolly Ranchers 3.7 oz. Assorted Bag
78. Sunflower Kernels 4 oz. bag
79. Starlite Mints 3.75 oz. bag
80. Irish Spring Bar Soap Antibacterial 4.5 oz.
81. Elastic Pony Tailers 18 ct. pk-black
82. St. Valentines Cards (English/Spanish) 6/pk
83. Happy Easter Card (Engligh/Spanish) 6/pk
84. Happy Mother's Day Card (English/Spanish) 6/pk
85. Father's Day Card (English/Spanish) 6/pk
86. Happy Birthday Card (English/Spanish) 6/pk
87. Thanksgiving Day Card (English/Spanish) 6/pk
88. Christmas Card (English/Spanish) 6/pk
89. Oral Pain Relief 0.33 oz. Tube
90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle
91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle
92. Athletes Foot Cream 0.05 oz. Tube
93. Hydrocortisone Cream 1 oz. Tube
94. Chap Stick Lip Balm 15 oz.
95. Hemorrhoidal Ointment 2 oz. Tube
96. Muscle Rub 3 oz. Tube
97. Medicated Chest Rub 3.53 oz.
98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag
99. Eye Drops 0.05 oz.
100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx
102. Rolaids Antacid (12 Tablets) Stick

Con't- SPECIFICATIONS

103. Acne Gel Medication 1 oz. Tube
104. Contact Lens M/P Solution 8 oz.
105. Legal Gummed Pads (8 ½ x 11")
106. 3 1/2" Flexible Pencil
107. Bubble Cushioned Envelope (6" x 9")
108. #10 White Security Envelopes
109. No Clasp Envelope (9" x 12")
110. Twin Pocket Folders
111. Dictionary (English - Spanish & English)
112. Word Seek Puzzles Books
113. Sketch Pads (50 Sheets)
114. Playing Cards Deck
115. 4 ½" Flexible Black Ink Pen
116. Tracing Paper Pad (40 Sheets)
117. Tan PVC Shower Sandals (Size 8 thru 13)
118. Colgate "Red Gel" Toothpaste 4.2 oz.
119. Close Up "Red Gel" Toothpaste 4.0 oz.
120. Dove Bar Soap 3.15 oz.
121. Zest Bar Soap 3.2 oz.
122. Three Flowers Brilliantine 4 oz.
123. Dandruff Shampoo & Conditioner 14.2 oz.
124. Lice Control Shampoo 2 oz.
125. Nair Hair Removal 9 oz.
126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.
127. Razorless Hair Removing Cream 6 oz.
128. After Shave Lotion 4 oz.
129. Baby Lotion 15 oz.
130. Shaving Gel 3 oz. Clear Tube
131. White Hankerchief (15" x 15")
132. VO5 Extra Body Shampoo 15.0 oz.
133. VO5 Extra Body Conditioner 15.0 oz.
134. Suave Powder Fresh Deodorant 1.7 oz. Clear
135. Hinged Soap Dish Box- Regular Size
136. Greaseless Skin Cream 4.5 oz.
137. Cocoa Butter Moisturizing Soap 3.6 oz.
138. Hair Moisturizer 4 oz. Tube
139. Palm Hair Brush Flexible - Black
140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box
141. Disposable Douche 6 oz.
142. White Washcloth (12"x12")

EXHIBIT "B"
PAYMENT SCHEDULE

Hidalgo County Sheriff's Office
"Commissary Items"
Bid No.: 2008-212-06-11-ROL

Exhibit "B"

Bid Page

Items

1. Hygiene Kit(4"T-Brush/T-Paste 1.05 oz./Soap 1.5 oz./Deodorant0.05 oz.) **Unit Price $0.79**
2. Almond Joy Bar 1.61.oz **Unit Price $0.51**
3. Baby Ruth 2.1 oz. **Unit Price $0.51**
4. Butter Finger Bar 2.1 oz. **Unit Price $0.51**
5. Snickers Almond Bar 1.76 oz. **Unit Price $0.51**
6. Milky Way Bar 2.05 oz. **Unit Price $0.51**
7. Pay Day Bar 1.85 oz. **Unit Price $0.51**
8. Snickers Bar 2.07 oz. **Unit Price $0.51**
9. 3 Musketeers Bar 2.13 oz. **Unit Price $0.51**
10. Skittles "Original Fruits" 2.17 oz. bag **Unit Price $0.51**
11. M & M Peanuts 1.74 oz. bag **Unit Price $0.51**
12. Twix Bar 2.0 oz. **Unit Price $0.51**
13. Peanut Pattie 1.75 oz. **Unit Price $0.51**
14. Reeses Peanut Butter Cups 1.5 oz. **Unit Price $0.51**
15. Breath Savers (12 mints) 0.75 oz. **Unit Price $0.51**
16. Ramen Soups (chili/beef/chicken/shrimp) 3 oz. Clear Pack **Unit Price $0.21**
17. Chili Corn Nuts 1.4 oz. pack **Unit Price $0.39**
18. Ranch Corn Nuts 1.4 oz. pack **Unit Price $0.39**
19. Original Corn Nuts 1.4 oz. pack **Unit Price $0.39**
20. Salted Peanuts 1.75 oz. bag **Unit Price $0.29**
21. Beef Jerky Steak 1 oz. stick **Unit Price $0.80**
22. Chunk Light Tuna 4.23 oz. Pouch **Unit Price $1.19**
23. Refried Beans Resealable Pouch 6 oz. **Unit Price $1.52**
24. Nacho Cheese Dip (w/Jalapeno 4 oz. Plastic Tub) **Unit Price $0.92**

25. Jalapeno Cheese Spread 8 oz. Plastic Tub **Unit Price** $0.92

26. Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle **Unit Price** $-0-

27. Peanut Butter Squeezers 1.12 oz. **Unit Price** $-0-

28. Chili No Beans 11.25oz. Pouch **Unit Price** $-0-

29. Chili w/Beans 11.25oz. Pouch **Unit Price** $-0-

30. Hot Chili w/Beans 11.25 oz. Pouch **Unit Price** $-0-

31. Beef Stew 11.25 oz. Pouch **Unit Price** $-0-

32. Roast Beef & Gravy 10 oz. Pouch **Unit Price** $-0-

33. Sardines in Hot Tomato Sauce 3.53oz. Pouch **Unit Price** $-0-

34. Fish Fillets 3.53oz. Pouch **Unit Price** $-0-

35. B.B.Q. Potato Chips 1.5 oz. bag **Unit Price** $0.26

36. Flaming Hot Cheetos 1.5oz. bag **Unit Price** $0.26

37. BBQ Corn Chips 1.5oz. bag **Unit Price** $0.26

38. Doritos Nacho Cheese 1.5oz. **Unit Price** $0.26

39. Tortilla Chips 12oz. bag **Unit Price** $1.51
Substition: 16 oz.

40. Tostadas 12oz. pack **Unit Price** $1.55

41. Snack Crackers 12 oz. box **Unit Price** $1.30

42. Cookies (duplex/vanilla/chocolate/p-butter) 6 oz. Tray **Unit Price** $0.45

43. Zinger Cremes 4 oz. pack **Unit Price** $0.59

44. Apples Pies 4 oz. **Unit Price** $0.59

45. Cherry Pies 4 oz. pk **Unit Price** $0.59

46. Cherry Rolls 4 oz. **Unit Price** $0.59

47. Cinnamon Rolls 4 oz. pk **Unit Price** $0.59

48. Honey Bun 6oz. pk **Unit Price** $0.59

49. Chocolate Cupcakes (2-pk) - 4 oz. **Unit Price** $0.59

50. Moonpies (banana/strawverry/chocolate) 2.75 oz. **Unit Price** $0.35

51. Coca Cola Classic 20 oz. plastic bottle **Unit Price** $0.90

52. Sprite 20 oz. plastic bottle **Unit Price** $0.90

53. Fanta Orange 20 oz. plastic bottle **Unit Price** $0.90

54. Dr. Pepper 20 oz. plastic bottle **Unit Price** $0.90

55. Diet Coke 20 oz. plastic bottle **Unit Price** $0.90

56. Instant Coffee 4 oz. Resealable Clear Pouch **Unit Price** $4.39

57. Coffee Mug w/Lid 14 oz. **Unit Price** $1.69

58. Hot Cocoa Mix 1oz. bag **Unit Price** $0.39

59. Cereal Bowl w/Lid 24 oz. **Unit Price** $1.59

60. Ozarka Spring Water 20 oz. plastic bottle **Unit Price** $0.39

61. Sugar Cubes 1 1b. bx **Unit Price** $1.99

62. White Sport Bras (Medium thru 3xl) **Unit Price** $4.00

63. White Sweatshirts (Medium thru 4xl) **Unit Price** $5.99

64. White Boxer Shorts (Small thru 6xl) **Unit Price** $3.39

65. White Thermal Underwear Set (Small thru 6xl) **Unit Price** $8.00

66. Men White Crew Neck T-shirts (Medium thru 6xl) **Unit Price** $2.90

67. White Men Briefs (Small thru 5xl) **Unit Price** $0.99

68. Mens/Ladies Crew Socks (one size fits all) **Unit Price** $0.72

69. White Ladies Panties (Size 5 thru 18) **Unit Price** $1.97

70. White Mens/Ladies Velcro Tennis Shoes (Size 6-13) **Unit Price** $-0-

71. Tylenol Extra Strength (2 gel pouch) 50 ct. bx **Unit Price** $0.39

72. Halls Mentho-Lyptus (9 drops) Stick **Unit Price** $0.49

73. Advil Coated (2 tablet pouch) 50 ct. box **Unit Price** $0.39

74. Motrin Ibuprofen (2 tablet pouch) 50 ct. bx **Unit Price** $0.39

75. Anti Shank Security Toothbrush & Clear Cap **Unit Price** $0.25

76. Anti-Shank Security Razor - Single Edge **Unit Price** $0.20

77. Jolly Ranchers 3.7 oz. Assorted Bag **Unit Price** $0.81

78. Sunflower Kernels 4 oz. bag **Unit Price** $0.82

79. Starlite Mints 3.75 oz. bag **Unit Price** $0.81

80. Irish Spring Bar Soap Antibacterial 4.5 oz. **Unit Price** $0.56

81. Elastic Pony Tailers 18 ct. pk-black **Unit Price** $0.11

82. St. Valentines Cards (English/Spanish) 6/pk **Unit Price** $0.35

83. Happy Easter Card (Engligh/Spanish) 6/pk **Unit Price** $0.35

84. Happy Mother's Day Card (English/Spanish) 6/pk **Unit Price** $0.35

85. Father's Day Card (English/Spanish) 6/pk **Unit Price** $0.35

86. Happy Birthday Card (English/Spanish) 6/pk **Unit Price** $0.35

87. Thanksgiving Day Card (English/Spanish) 6/pk **Unit Price $0.35**

88. Christmas Card (English/Spanish) 6/pk **Unit Price $0.35**

89. Oral Pain Relief 0.33 oz. Tube **Unit Price $5.14**

90. Alcohol - Free Mouthwash 8 oz. Plastic Bottle **Unit Price $2.79**

91. Alcohol - Free Hair Gel 16 oz. Plastic Bottle **Unit Price $-0-**

92. Athletes Foot Cream 0.05 oz. Tube **Unit Price $2.29**

93. Hydrocortisone Cream 1 oz. Tube **Unit Price $2.39**

94. Chap Stick Lip Balm 15 oz. **Unit Price $1.14**

95. Hemorrhoidal Ointment 2 oz. Tube **Unit Price $2.59**

96. Muscle Rub 3 oz. Tube **Unit Price $3.49**

97. Medicated Chest Rub 3.53 oz. **Unit Price $2.49**

98. Floss Loops "Mint Flavor" 30 ct. Plastic Bag **Unit Price $1.10**

99. Eye Drops 0.05 oz. **Unit Price $1.97**

100. Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box
Unit Price $0.38

101. Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch)
72 ct. bx **Unit Price $0.49**

102. Rolaids Antacid (12 Tablets) Stick **Unit Price $0.57**

103. Acne Gel Medication 1 oz. Tube **Unit Price $2.10**

104. Contact Lens M/P Solution 8 oz. **Unit Price $4.89**
Substition: 4 oz.

105. Legal Gummed Pads (8 ½ x 11") **Unit Price $-0-**

106. 3 1/2" Flexible Pencil **Unit Price $.10**

107. Bubble Cushioned Envelope (6" x 9") **Unit Price $0.49**

108. #10 White Security Envelopes **Unit Price $0.06**

109. No Clasp Envelope (9" x 12") **Unit Price $0.15**

110. Twin Pocket Folders **Unit Price $0.45**

111. Dictionary (English - Spanish & English) **Unit Price $0.99**

112. Word Seek Puzzles Books **Unit Price $1.59**

113. Sketch Pads (50 Sheets) **Unit Price $-0-**

114. Playing Cards Deck **Unit Price $0.90**

115. 4 ½" Flexible Black Ink Pen **Unit Price $0.35**

116. Tracing Paper Pad (40 Sheets) **Unit Price $2.57**

117. Tan PVC Shower Sandals (Size 8 thru 13) **Unit Price** $1.59

118. Colgate "Red Gel" Toothpaste 4.2 oz. **Unit Price** $3.19

119. Close Up "Red Gel" Toothpaste 4.0 oz. **Unit Price** $2.19
Substitution: 8.0 oz.

120. Dove Bar Soap 3.15 oz. **Unit Price** $0.53

121. Zest Bar Soap 3.2 oz. **Unit Price** $0.55

122. Three Flowers Brilliantine 4 oz. **Unit Price** $3.28

123. Dandruff Shampoo & Conditioner 14.2 oz. **Unit Price** $2.69

124. Lice Control Shampoo 2 oz. **Unit Price** $8.29
Substitution: 8.0 oz.

125. Nair Hair Removal 9 oz. **Unit Price** $4.99
Substitution: 10 oz.

126. Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz. **Unit Price** $1.29

127. Razorless Hair Removing Cream 6 oz. **Unit Price** $6.19

128. After Shave Lotion 4 oz. **Unit Price** $1.49

129. Baby Lotion 15 oz. **Unit Price** $1.67

130. Shaving Gel 3 oz. Clear Tube **Unit Price** $1.49

131. White Hankerchief (15" x 15") **Unit Price** $0.55

132. VO5 Extra Body Shampoo 15.0 oz. **Unit Price** $1.29

133. VO5 Extra Body Conditioner 15.0 oz. **Unit Price** $1.29

134. Suave Powder Fresh Deodorant 1.7 oz. Clear **Unit Price** $1.32

135. Hinged Soap Dish Box- Regular Size **Unit Price** $0.39

136. Greaseless Skin Cream 4.5 oz. **Unit Price** $2.26
Substitution: 6 oz.

137. Cocoa Butter Moisturizing Soap 3.6 oz. **Unit Price** $0.97

138. Hair Moisturizer 4 oz. Tube **Unit Price** $-0-

139. Palm Hair Brush Flexible - Black **Unit Price** $0.39

140. Tampons - Singles (Regular/Super/Junior) 40 ct. Box **Unit Price** $0.21

141. Disposable Douche 6 oz. **Unit Price** $0.99

142. White Washcloth (12"x12") **Unit Price** $0.39

EXHIBIT "B1"

BREAKDOWN
TABULATION OF VENDOR'S
LOW BID PRICES (ONLY)

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Tabulation Sheet

Categorized by Item Number	Description	R & R Distributing
01.	Hygiene Kit (4" T-Brush, T-Paste 1.5 oz, Soap 1.5 oz, Deodorant 0.5 oz.)	$0.79
02.	Almond Joy Bar 1.61 oz.	$0.51
03.	Baby Ruth 2.1 oz.	$0.51
04.	Butter Finger Bar 2.1 oz.	$0.51
05.	Snickers Almond Bar 1.76 oz.	$0.51
06.	Milky Way Bar 2.05 oz.	$0.51
07.	Pay Day Bar 1.85 oz.	$0.51
08.	Snickers Bar 2.07 oz.	$0.51
09.	3 Musketeers Bar 2.13 oz.	$0.51
10.	Skittles "Original Fruits" 2.17 oz bag	$0.51
11.	M & M Peanuts 1.74 oz. bag	$0.51
12.	Twix Bar 2.0 oz.	$0.51
13.	Peanut Pattie 1.75 oz.	$0.51
14.	Reeses Peanut Butter Cups 1.5 oz.	$0.51
15.	Breath Savers (12 mints) 0.75 oz.	$0.51
19.	Original Corn Nuts 1.4 oz pk	$0.39
24.	Nacho Cheese Dip w/Jalapenos 4 oz. Tub	$0.92
33.	Sardines in Hot Tomato Sauce 3.53 oz.	No bid
34.	Fish Fillets 3.53 oz. Pouch	No bid
36.	Flaming Hot Cheetos 1.5 oz bag	$0.26
37.	BBQ Corn Chips 1.5 oz. bag	$0.26
40.	Tostadas 12 oz. pack	$1.55
42.	Cookies 6 oz tray (duplex/vanilla/chocolate/p-butter)	$0.45
43.	Zinger Cremes 4 oz. pack	$0.59
44.	Apples Pies 4 oz.	$0.59
45.	Cherry Pies 4 oz.	$0.59
46.	Cherry Rolls 4 oz.	$0.59
61.	Sugar Cubes 1 lb. bx	$1.99
62.	White Sport Bras (med thru 4 XL)	$4.00
63.	White Sweatshirts Med-4XL	$5.99

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Continuation - Tabulation Sheet

Item	Description	R & R Distributing
67.	White Men Briefs Small thru 5 xl	$0.99
69.	White Ladies Panties (size 5 thru 18)	$1.97
70.	White Mens/Ladies Velcro Tennis Shoes Sizes 6 thru 13	No bid
71.	Tylenol Extra Strength (2 gel pouch) 50 ct. box	$0.39
72.	Halls Metho-Lyptus (9 drops) stick	$0.49
73.	Advil Coated (2 tablet pouch) 50 ct. box	$0.39
74.	Motrin Ibuprofen (2 tablet pouch) 50 ct.	$0.39
76.	Anti Shank Security Razor Single Edge	$0.20
77.	Jolly Ranchers 3.7 oz. Assorted Bag	$0.81
78.	Sunflower Kernels 4 oz. Bag	$0.82
80.	Irish Spring Bar Soap Antibacterial 4.5 oz	$0.56
81.	Elastic Pony Tailers 18 ct. pk black	$0.11
91.	Alcohol Free Hair Gel 16 oz. Plastic	No bid
92.	Athletes Foot Crème 0.05 oz. tube	$2.29
98.	Floss Loops Mint Flavor 30 ct. bag	$1.10
100.	Alka Seltzer Original Effervescent 2 tablet pouch 116 ct. bx	$0.38
101.	Alka Seltzer (Plus Cold Effervescent 2 tablet-pouch) 72 ct., bx	$0.49
104.	Contact Lens M/P Solution 8 oz.	$4.89 (4 oz)
106.	3 ½" Flexible Pencil	$0.10
107.	Bubble Cushioned Envelope 6"x9"	$0.49
108.	#10 White Security Envelopes	$0.06
110.	Twin Pocket Folders	$0.45
111.	Dictionary (English-Span & Eng)	$0.99
112.	Word Seek Puzzles	$1.59
113.	Sketch Pads 50 sheets	No bid
114.	Playing Cards Deck	$0.90
116.	Tracing Paper Pad 40 sheets	$2.57
117.	Tan PVC Shower Sandals Size 8-13	$1.59
118.	Colgate Red Gel Toothpaste 4.2 oz.	$3.19
120.	Dove Bar Soap 3.15 oz.	$0.53
121.	Zest Bar Soap 3. 2oz.	$0.55

Hidalgo County Sheriff's Office
"Commissary Supplies"
Bid No. 08-212-06-11-rol
Continuation - Tabulation Sheet

Item	Description	R & R Distributing
124.	Lice Control Shampoo 2 oz.	$8.29 (8 oz.)
125.	Nair Hair Removal 9 oz.	$4.99 (10 oz.)
126.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$1.29
137.	Cocoa Butter Moisturizing Soap 3.6 oz.	$0.97
139.	Palm Hair Brush Flexible Black	$0.39
140.	Tampons-Singles Regular/Super/Junior 40 ct. box	$0.21
141.	Disposable Douche 6 oz.	$0.99

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GB R&RDI-1 | DATE (MM/DD/YYYY) 08/11/08

PRODUCER

IBC Insurance Agency, LTD- SA
5300 Walzem Road #200
San Antonio TX 78218
Phone: 210-646-9870 Fax: 210-646-8418

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

Rene Lucio
DBA R & R Distributing
5705 East Texas Rd.
Edinburg TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	65SBMIM6993	07/01/08	07/01/09	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ 2,000,000
		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? If yes, describe under SPECIAL PROVISIONS below				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

County of Hidalgo
Edingburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Eddie M Randol E. M. Randol

ACORD 25 (2001/08)

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER
Jaime Zapata
508 N 10th st
McAllen, Tx 78501

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Rene Lucio DBA
R & R Distributing
5705 E Texas Rd
Edinburg, Tx 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: State Farm Mutual Automobile Insurance Company	25178
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		CLAIMS MADE [ ] OCCUR [ ]				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY [ ] PRO-JECT [ ] LOC [ ]					
		AUTOMOBILE LIABILITY	Commercial App	07/16/2008	07/16/2009	COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO	1989 Chevy pk			BODILY INJURY (Per person)	$ 500,000.00
		ALL OWNED AUTOS	2007 Well Utility Trailer			BODILY INJURY (Per accident)	$ 500,000.00
		[X] SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000.00
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR [ ] CLAIMS MADE [ ]				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
2802 S. Bus Hwy 281
Edinburg, Tx 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Jaime Zapata

ACORD 25 (2001/08)

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STATE OF TEXAS §

COUNTY OF HIDALGO §

AFFIDAVIT

EXEMPTION FROM THE TEXAS WORKERS' COMPENSATION ACT

NOW COMES BEFORE ME, Rene Lucio, who affirms that he is a registered sole proprietor doing business as *R&R Distributing* in the County of Hidalgo.

FURTHER, Rene Lucio, affirms that he does not have any employees and solely performs and carries out all work activities associated with *R&R Distributing*.

THEREFORE BE IT KNOWN THAT, Rene Lucio d/b/a *R&R Distributing*:

1) does not meet the definition of an "employer" as defined in Chapter 406. Workers' Compensation Insurance Coverage, Subchapter A. Coverage Election; Security Procedures, §406.001 which states: "employer" means a person who employs one or more employees."; and,
2) is hereby claiming exemption from the Texas Workers' Compensation Act as allowed by law.

Rene Lucio
d/b/a R&R Distributing

ACKNOWLEDGEMENTS

STATE OF TEXAS §

COUNTY OFHIDALGO §

This instrument was acknowledged before me on the 1st day of July, 2008, by Rene Lucio.

Notary Public, State of Texas

Dina Gamboa
Notary's Name (Printed)

Notary's Commission Expires: 5-17-09

AI-10646 **14.J.3.**

Commissary Supplies

CC REGULAR

Date: 08/19/2008
Submitted By: Olga Montero, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation for consideration, discussion and action (if applicable) to award to multiple vendors meeting all specifications and requirements with the approval of contract(s) for: "Commissary Supplies". RFB No. 2008-212-06-11-rol

BACKGROUND

Contact was made with Emilia Uriegas from the Sheriff's Dept. The monies for this AI are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Contact was made with Emilia Uriegas from the Sheriff's Dept. The monies for this AI are coming from the Commissary Checking Acct, which is handled by the Sheriff's Dept Commissary Supervisor. It does not reflect on the SAGE system.

Attachments

Link: Keefe Commissary contract
Link: R & R Distributing contract
Link: participation log
Link: Keefe Supply tab sheet
Link: R & R Distributing tab sheet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2008 02:44 PM	APRV
2	Budget & Management	Veronica Lopez	08/14/2008 02:49 PM	APRV
3	Rey Salazar	Rey Salazar	08/15/2008 02:09 PM	APRV
4	Auditor's Office		08/15/2008 05:32 PM	NEW

Form Started By: Olga Montero Started On: 08/14/2008 09:17 AM
Final Approval Date: 08/15/2008

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-08-325-08-26

THIS CONTRACT is made and entered into this **26th** day of **August, 2008** by and between the **County of Hidalgo, Texas** ("County"), and **Hydro Systems, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Water Softeners System Maintenance Service" (on an as needed basis)** (the "Services"); and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year ("on an as needed basis") but in no event to exceed the $25,000.00 statutory bid limit (per calendar year), with the County's at its sole option to renew/extend for or up to an additional three (3) one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	**Don McGhee, Vice President -Sales** **HYDRO SYSTEMS, INC.** **1501 North 28th Street** **Harlingen, Texas 78550**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 26th day of August, **2008.**

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: _____
~~Atlas & Hall, LLP~~

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: HYDRO SYSTEMS, INC.

By: _____

Printed Name: Don McGhee

Title: Vice President-Sales

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ No. 2008-325-00-00
SPECIFICATIONS

Project Overview:

The County of Hidalgo Texas Sheriff's Office is seeking a qualified vendor (s) to conduct work on a "WATER SOFTENERS SYSTEM MAINTENANCE SERVICE" on an only "As Needed Basis" including, but not limited to, the following:

Requirements, Terms & Conditions

1. ALL COSTS AND EXPENSES ASSOCIATED WITH THE PREPARATION AND SUBMISSION OF ALL QUOTES SHALL BE THE RESPONSIBILITY OF THE BIDDER AND NO REIMBURSEMENTS FOR SUCH CHARGES OR EXPENSES SHALL BE PASSED ONTO HIDALGO COUNTY.

2. HIDALGO COUNTY MAY UTILIZES STATE AWARDED CONTRACTS WHENEVER IT IS IN THE COUNTY'S BEST INTEREST TO DO SO.

3. VENDOR SHALL HAVE BEEN IN BUSINESS (IN THIS FIELD) FOR A MINIMUM OF THREE (3) YEARS.

4. A LIST OF A MINIMUM OF TWO (2) CURRENT REFERENCES/CONTRACTS FOR ANY STATE, LOCAL POLITICAL SUBDIVISION, PRIVATE SECTOR OR ANY OTHER LAW ENFORCEMENT AGENCY MUST BE SUBMITTED WITH YOUR QUOTE. INFORMATION SHOULD INCLUDE, BUT NOT LIMITED TO THE FOLLOWING:

   A). COMPANY
   B). CONTACT PERSON
   C). PHONE NUMBER
   D). WORK PERFORMED
   E). CONTRACT TERM

5. VENDOR SUBMITTING QUOTE WILL USE SERVICE TECHNICIANS FOR MANUFACTURED SYSTEM DESCRIPTION AS FOLLOW:

   THE HUDSON MODEL SA-600-3900-SYSTEM, 2000 WATER SYSTEM IS A TRIPLEX SYSTEM WITH 3 FIBERGLASS RESIN TANKS AND A SEPARATE SINGLE POLY SALT / BRINE TANK. THE SYSTEM IS CONTROLLED BY A SINGLE MONITORING DEVICE SYSTEMAX 2000

   1. HIGH CAPACITY CATIONIC RESIN
   2. REMOVE EXISTING RESIN, INSTALL NEW RESIN
   3. CHEMICAL CLEANING OF HOT WATER BOILERS

6. VENDORS SUBMITTING QUOTE MUST WARRANTY ALL WORK PERFORMED.

EXHIBIT "A"
Cont..

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ No. 2008-324-00-00
SPECIFICATIONS

7. THE INITIAL CONTRACT TERM FOR THIS PROJECT WILL BE FOR ONE (1) YEAR BUT IN NO EVENT TO EXCEED THE $25,000.00 STATUTORY BID LIMIT (PER CALENDAR YEAR) WITH THE COUNTY'S OPTION TO EXTEND FOR THREE (3) ADDITIONAL ONE (1) YEAR TERMS UNDER THE SAME RATES, TERMS AND CONDITIONS.

8. VENDOR MUST SUBMIT AND MAINTAIN ALL PROPER INSURANCES FOR THE DURATION OF WORK TERM (REFER TO EXHIBIT C).

9. ALL PRICES FOR INSPECTIONS, REPAIRS AND MAINTENANCE SHALL INCLUDE CONSIDERATION FOR HOURLY RATE PLUS PARTS PERCENTAGE MARK UP (IF APPLICABLE).

10. ALL BILLING INVOICES WILL BE ITEMIZED (PARTS, LABOR, ETC....)

11. AWARD: HIDALGO COUNTY RESERVES THE RIGHT TO:

A- SEPARATE AND ACCEPT, OR ELIMINATE ANY ITEMS(S) LISTED UNDER THIS QUOTE THAT IT DEEMS NECESSARY TO ACCOMMODATE BUDGETARY AND/OR OPERATIONAL REQUIREMENTS;

B- REJECT ANY OR ALL QUOTES SUBMITTED AND FURTHER RESERVES THE RIGHT TO DESIGN THE EVALUATION CRITERIA TO BE USED IN SELECTING THE LOWEST AND BEST BID FOR APPROVAL; AND

C- AWARD THE BID TO ONE BIDDER OR TO MULTIPLE BIDDERS IF THE COUNTY DETERMINES IT IS IN THE BEST INTEREST TO DO SO.

1- RESPOND TIME UPON CALL ON REGULAR BASIS: _____ HOURS

RESPOND TIME UPON CALL ON EMERGENCY BASIS: _____ HOURS

2- TRAVEL TIME FROM AREA: (HOW MANY TIMES WE WILL BE CHARGED TRAVEL EXPENSES UPON CALL) _____

3- WHAT WILL BE THE TRAVEL COST BY FEE ON HOURLY RATE: _____

VENDOR MUST BE ABLE TO RESPOND WITHIN REASONABLE TIME FOR ONSITE REPAIRS.
VENDOR MUST ALSO BE AVAILABLE FOR TROUBLE SHOOTING VIA TELEPHONE.
PLEASE SUBMIT A RESPOND:

TIME TO LOCATION _____

RESPOND TIME FOR TROUBLESHOOTING. _____

EXHIBIT "B"
VENDOR'S PROPOSAL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE
"WATER SOFTENERS SYSTEM MAINTENANCE SERVICE"
~~RFQ No. 08-501-07-18-jmt~~
RFSQ NO. 2008-325-00-00

BID PAGE

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price (Reference to Exhibit "A" Specifications).

I- HUDSON SA—600-3900-SYSTEM:

A. Technician Hourly Rate $65.00 Normal Business Hours 8:00 A.M. to 5:00 P.M.

B. Technician Hourly Rate $97.50 After Hours, Weekends & Holidays 8:00 A.M. to 5:00 P.M.

C. Mark Up (%) Rate for PARTS: List price less 20%

D. Mark Up (%) Rate for MATERIALS: Cost plus 30%

II- TROUBLE SHOOTING (PHONE) FEE PER HOUR: No charge

PLEASE SPECIFY WHAT TIME FEE STARTS FOR TECHNICIAN: Service call $60.00 Hourly, Starts on arrival

PLEASE STATE ALL WARRANTIES: 30 days on Hydro Systems Labor
Manufacturers warranties on all parts

VENDOR / COMPANY NAME: Hydro Systems, Inc.

ADDRESS: 1501 N. 28th Street

CITY/STATE/ZIP CODE: Harlingen, TX 78550

PHONE NUMBER: 956-423-4932 **FAX NUMBER:** 956-423-4994

AUTHORIZEDSIGNATURE: [signature] **PRINTED NAME** Don McGhee

TITLE VP-Sales **DATE:** 7/6/08

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/14/2008

PRODUCER (956)399-1353 FAX (956)399-2185
Smith-Reagan Insurance Agency
P O Box 1009
148 N Sam Houston
San Benito, TX 78586

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 Hydro Systems, Inc.
1501 N 28th Street
Harlingen, TX 78550

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Assurance Company of America	19305
INSURER B: Northern Ins Co of New York	19372
INSURER C: Texas Mutual Insurance Company	0060
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 COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	PAS43167866	03/12/2008	03/12/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [X] ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	SBS01482449	03/12/2008	03/12/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR [ ] CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP0001036323	11/08/2007	11/08/2008	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
2812 S Business 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
David Smith/CL2

ACORD 25 (2001/08)

©ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-10690 **21.M.1.**

HCSO-Water Softener System Maintenance Service Contract

CC REGULAR

Date: 08/26/2008
Submitted By: Elena Gomez, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Area: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Requesting authority to award (from solicited sealed quotes) and approval of contract for "Water Softener System Maintenance Services" for Hidalgo County Sheriff's Office to lowest quote meeting all specification and/or requirements for a one (1) year term, but in no event to exceed the statutory bid limit of $25,000.00 (RFSQ No. 2008-325)

BACKGROUND

Contract document reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 8-1100-423-21-280-002-0-431
FUNDS AVAILABLE Y/N?: y **MATCHING FUNDS Y/N?:** y
BUDGETARY IMPACT:
$50,846.23 available balance as of 08/22/08.

Attachments

Link: Contract
Link: Recommendation
Memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/21/2008 12:08 PM	APRV
2	Budget & Management	Veronica Lopez	08/21/2008 12:54 PM	APRV
3	Rey Salazar	Rey Salazar	08/22/2008 08:41 AM	APRV
4	Auditor's Office	Linda Fong	08/22/2008 01:34 PM	APRV
5	Court Administrator	Monica Badillo	08/22/2008 04:48 PM	APRV

Form Started By: Elena Gomez Started On: 08/15/2008 04:42 PM
Final Approval Date: 08/22/2008

PURCHASING DEPARTMENT
County Of Hidalgo

E-08-309-07-28

July 8, 2008

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: ***Extension of Contract No. C07-281-09-25 - "Lease of Tower Space"- Hidalgo County Sheriff's Office***

Dear Mr. Brand:

Commissioners' Court will take applicable action (Tuesday, July 22, 2008) in connection with the Hidalgo County's option to renew/extend the **(first 1st year)** of the additional two (2) one (1) year periods as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of October 1, 2008.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, July 15, 2008, 12:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: 7/14/08

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

J. Sheriff's Office

1. **A. Requesting authority to exercise the second (2nd) year of the additional two (2)-one (1) year options for extension as provided in the current contract for:"DRUG TESTING COLLECTION SERVICES" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with NTC DRUG TESTING SERVICES, INC.-Effective: 08/22/08**

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

   B. Requesting authority to exercise the one (1) year option to extend as provided in the current contract for:"STRAW HATS" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with BOOTS N' JEANS-Effective: 09/04/08

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

   C. Requesting authority to exercise the second (2nd) year of the additional two (2)-one *(1)* year options for extension as provided in the current contract for:"LEGEND and NON-LEGEND PHARMACEUTICALS and INFIRMARY MEDICAL SUPPLIES" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with JOSE OCHOA d/b/a MEDICAL PLAZA PHARMACY-Effective: 09/16/08

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

   D. Requesting authority to exercise the first (1st) year of the additional two (2) one (1) year term extension as provided in the current contract for:"LEASE OF TOWER SPACE" for the Hidalgo County Sheriffs Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC.-Effective: 10/01/08

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

K. Adult Probation

1. **Presentation for information, documentation, record and reporting purposes only of the sole response received from Dr. Mann Garza, M.D. for Hidalgo County Community Supervision And Corrections Department-RFQ NO: 2008-266-07-09-VYG-Physician Services to the Substance Abuse Treatment Facility with the further clarification that subsequent to the procurement services rendered through the Hidalgo County Purchasing Department and pursuant to Government Code, Chapter 76, Section 76.004 (a-1)(3) the Hidalgo County Community Supervision And Corrections Department Director will proceed to negotiate and enter into a contract on behalf of the department with the sole qualified response received for Physician Services to the Substance Abuse Treatment Facility.**

   On motion of Commissioner Handy, seconded by Judge Salinas, the Court made a VOTE of approval.

   Commissioner Garza – Abstain.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this 1st day of **October, 2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

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

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR	LESSEE
O.E. Investments, Inc.	County Of Hidalgo, Texas
Attn.: Othal Brand, Jr.	Attn: Juan D. Salinas, III, County Judge
P.O. Box 4408	100 E. Cano St.-2nd Floor
McAllen, Texas 78502	Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 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/

Legal Construction

10.04 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 provisions thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

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

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
Mc Allen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

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 ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
M. Allen, TX 78502

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

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

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

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 **

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/06/2008

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

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 Hidalgo County
PO Box 1356
Edinburg, TX 78540

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: St. Paul Fire & Marine	
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 X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR X Law IM SIR$100,000 X GL - SIR $50,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	GP06302049	01/01/2008	01/01/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ Excluded $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X SIR $50,000 X DedComp/Coll$10000	GP06302049	01/01/2008	01/01/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A		OTHER Employee Benefits Plan Management Liability EPL	GP06302049 GP06302049 GP06302049	01/01/2008 01/01/2008 01/01/2008	01/01/2009 01/01/2009 01/01/2009	$1000000/$3000000 SIR $50,000 $2000000/$2000000 SIR $100,000 $2000000/$2000000 SIR $100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 N 23rd
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 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-16940 **22.B.1.**

Disposition of Top Soil/Fill Dirt from Five Pct. 2 Sites

CC REGULAR

Date:	08/18/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 2

Information

CAPTION

Pursuant to Texas Local Government Code, Chapter 263.152 (a) (3), requesting Commissioners Court to ...'order the property otherwise disposed...' inasmuch as CC undertook to sell said property under 263.152(a)(1)...'sealed competitive bids' and was unable to do so because no bids were received for the top soil and fill dirt from five sites that are part of Precinct 2s Drainage Improvement Project and titled as LJ Lateral; Ceasar Chavez Drain; South Tower Rd. (between Moore & Rancho Blanco Rds.); El Charro Subdivision; and, South Fork Drain.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact is anticipated.

Attachments

Link: Back up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/13/2009 09:49 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:40 AM	APRV
3	Roland Garcia	Rolando Garcia	08/14/2009 04:28 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Marty Salazar — Started On: 08/12/2009 02:10 PM

Final Approval Date: 08/14/2009

AI-16416 **21.C.3.**

Surplus of TOP SOIL/FILL DIRT-Sale/Exchange Removal and Hauling from Various location in Pct. #2

CC REGULAR

Date: 07/14/2009
Submitted By: Oscar Garza, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Prct. 2

Information

CAPTION

a. Requesting authority to surplus the approximate amounts of TOP SOIL and/or FILL DIRT (as approximated by Planning dept.) to be excavated at the following Pct. #2 locations:
1. LJ Lateral: _82,700_ cu. yds of Top Soil and _330,800_ cu yds of Fill Dirt
2. Ceasar Chavez Drain: 14,300 cu. yds of Top Soil and 57,100 cu yds of Fill Dirt
3. So Tower Rd Between Moore Rd & Rancho Blanco Rd 18,000 cu. yds of Total Dirt
4. El Charro Subdivision: 9,500 cu. yds of Total Dirt
5. SouthFork Drain: 150,000 cu. yds of Total Dirt

for the purposes of disposition through sealed bids (for sale or exchange) in connection with the "Precinct No. 2 Drainage Improvements Project" #2009-304-OGG;

b. Requesting authority to advertise and approval of procurement packet (i.e. legal notice, specifications and draft requirements agreement) as attached hereto for the: "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt to be Excavated" as described in section (A) in connection with the "Precinct No. 2 Drainage Improvements" project #2009-304-OGG.

BACKGROUND

Proposed project is to receive bids for removal of soil from various as described in Section A for "Precinct No. 2 Drainage Improvement Project" at locations as per attached maps.

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1202-360-00-000-000-0-000
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

It is anticipated/projected that the sale of the soil/dirt along with the hauling expense to the prospective bidders will result in no fiscal impact to Hidalgo County.

*R&B PCT.2-MISCELLANEOUS REVENUE

Attachments

Link: Exhibit
Link: 09-304

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/09/2009 09:55 AM	APRV
2	Budget & Management	Erika Zamora	07/09/2009 10:30 AM	APRV
3	Roland Garcia	Rolando Garcia	07/10/2009 10:50 AM	APRV
4	Auditor's Office		07/10/2009 05:06 PM	NEW

Form Started By: Oscar Garza Started On: 07/08/2009 02:40 PM

Final Approval Date: 07/10/2009

Publication: Freedom - The Monitor;Date: Jul 25, 2009;Section: Classifieds;Page: 2E

ActivePaper

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a Physical location of: 2802 S. Business Hwy 281, (Southeast Corner of Canton & Business Highway 281) Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid No.: 2009-304-08-12-OGG –RFB "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project" on the lower left hand corner of sealed envelope/and or packet. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID No.: 2009-304-08-12-OGG-RFB- "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project" The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281 Hidalgo County New Administration Building Edinburg, Texas 78539	2802 S. Business Hwy. 281 Hidalgo County New Administration Building (Southeast of Canton Rd & Business 281) Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 A.M. on Wednesday, August 12, 2009 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 14th day of July 2009.

MARTHA L. SALAZAR, CPPB

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - **"Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"**

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a **Physical location of:** 2802 S. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas 78539.

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Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

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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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the **14th** day of **July 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

Publication: Freedom - The Monitor;Date: Aug 1, 2009;Section: Classifieds;Page: 14E

ActivePaper

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REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"

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Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy 281 Hidalgo County New Administration Building Edinburg, Texas 78539	2802 S. Business Hwy. 281 Hidalgo County New Administration Building (Southeast of Canton Rd & Business 281) Edinburg, Texas 78539

Sealed bids will be accepted until 9:30 A.M. on Wednesday, August 12, 2009 at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the 14th day of July 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REQUEST FOR BIDS

TO SUPPLY HIDALGO COUNTY with sealed bids for - **"Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"**

Bid Packets may be obtained by contacting the Hidalgo County Purchasing Department at (956) 318-2626, requested via e-mail to: oscarg.garza@co.hidalgo.tx.us or may be picked up in person at the Hidalgo County Purchasing Department, with a **Physical location of:** 2802 S. Business Hwy 281, **(Southeast Corner of Canton & Business Highway 281)** Hidalgo County New Administration Building, Edinburg, Texas 78539.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and **Bid No.: 2009-304-08-12-OGG –RFB "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"** on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO: BID No.: 2009-304-08-12-OGG-RFB- "Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No. 2 Drainage Improvement Project"** The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address:	Physical Location:
2812 S. Business Hwy. 281 Hidalgo County New Administration Building Edinburg, Texas 78539	2802 S. Business Hwy. 281 Hidalgo County New Administration Building (Southeast of Canton Rd & Business 281) Edinburg, Texas 78539

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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 the County.

BY ORDER OF THE COMMISSIONER'S COURT OF HIDALGO COUNTY, TEXAS, on this the **14th** day of **July 2009.**

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT

REPORT ROAD HAZARDS @ 1-866-HCR-SAFE or 1-866-427-7233

§ 263.106. Sale

(a) The commissioners court of a county may sell land owned by the county and the air rights above the land to an individual or a private corporation or association if:

(1) all existing revenue bond obligations encumbering the land have been fully discharged as to bondholders;

(2) a hotel has been built on the land in conjunction with an existing convention center and the hotel has been operated continuously for at least five years from its inception;

(3) the parties to an existing lease of land mutually agree to the sale of the land and the air rights; and

(4) the county receives an amount for the land and air rights that is fair under the market conditions existing at the time of the sale.

(b) The commissioners court may impose deed restrictions or reverters to preserve the use of the land for a purpose consistent with the construction, expansion, ownership, and operation of a hotel and related facilities in conjunction with a convention center.

(c) A sale of land under this subchapter may include land appurtenant to the land on which the hotel or related facilities have been built.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 263.107. Expenditure of Tax Funds

In an agreement authorized by this subchapter, the commissioners court of a county may spend tax funds consistent with state law but must limit each commitment or expenditure of tax funds associated with the agreement to an amount available from current revenues of the county.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

[Sections 263.108 to 263.150 reserved for expansion]

SUBCHAPTER D. DISPOSITION OF SALVAGE OR SURPLUS PROPERTY

§ 263.151. Definitions

In this subchapter:

(1) "Salvage property" means personal property, other than items routinely discarded as waste, that because of use, time, accident, or any other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.

(2) "Surplus property" means personal property that:

(A) is not salvage property or items routinely discarded as waste;

(B) is not currently needed by its owner;

(C) is not required for the owner's foreseeable needs; and

(D) possesses some usefulness for the purpose for which it was intended.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 61(b), eff. Aug. 28, 1989.

§ 263.152. Disposition

(a) The commissioners court of a county may:

(1) periodically sell the county's surplus or salvage property by competitive bid or auction, except that competitive bidding or an auction is not necessary if the purchaser is another county or a political subdivision within the county that is selling the surplus or salvage property;

(2) offer the property as a trade-in for new property of the same general type if the commissioners court considers that action to be in the best interests of the county;

(3) order any of the property to be destroyed or otherwise disposed of as worthless if the commissioners court undertakes to sell that property under Subdivision (1) and is unable to do so because no bids are made;

(4) dispose of the property by donating it to a civic or charitable organization located in the county if the commissioners court determines that:

(A) undertaking to sell the property under Subdivision (1) would likely result in no bids or a bid price that is less than the county's expenses required for the bid process;

(B) the donation serves a public purpose; and

(C) the organization will provide the county with adequate consideration, such as relieving the county of transportation or disposal expenses related to the property; or

(5) transfer gambling equipment in the possession of the county following its forfeiture to the state to the Texas Building and Procurement Commission for sale under Section 2175.904, Government Code.

(a-1) The commissioners court shall remit money received from the Texas Building and Procurement Commission from the sale of gambling equipment

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO.2

BID OPENING DATE: August 12, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID:
("Sale or Exchange, Removal and Hauling of Top Soil & Fill Dirt in Various Locations in Precinct No.2 Drainage Improvement Project")

BID NO: 2009-304-08-12-OGG			**Procurement Specialist: OSCAR GARZA**
BID # RFB#	**NAME OF COMPANY**	**UNIT PRICE Per Cubic Yd.**	**TOTAL APPROXIMATE PRICE (Payable to Hidalgo County)**
#1	No Bids Received	Top Soil: _____ Fill Dirt: _____ Combined: _____	
#2		Top Soil: _____ Fill Dirt: _____ Combined: _____	
#3		Top Soil: _____ Fill Dirt: _____ Combined: _____	
#4		Top Soil: _____ Fill Dirt: _____ Combined: _____	
#5		Top Soil: _____ Fill Dirt: _____ Combined: _____	
#6		Top Soil: _____ Fill Dirt: _____ Combined: _____	

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: August 12, 2009

	Please Print Name	Company Name
1.	Oscar Garza	Purchasing
2.		HCP.
3.	Jonas Hackbeil	Aztec Rentals
4.	Gabriel Ramirez	
5.	Sandy Silva	Purchasing
6.	Priscilla Jones	
7.	Nieldo Vargas	Purch.
8.		
9.		
10.		
11.		
13.		
14.		

Bid #	Description
1. 2009-279-08-12-CGV	BEHAVIORAL MEASURES
2. 2009-243-08-12-OGG	ROMCO
3. M-07-UC-48-0501	Rafael Martinez / Jose & San Juanita
4. M-07-UC-48-0501	De Leon Construction
5. M-07-UC-48-C501	G.M.H. Construction
6. M-07-UC-48-0501	G & G Contractors

AI-16971 **22.B.2.**

Approval of Several Items for South Tower Park Project

CC REGULAR

Date:	08/18/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval of listed items with awarded vendor, United Contracting, Inc. (contract #5007-92-0306-5000-9200-ML)(PO#605197) as reviewed and submitted through project engineer, R. Gutierrez Engineering Corporation (contract #C-08-381-09-16) in connection with South Tower Park Project:

A. Change Order No. 7 (decrease) in the amount of $15,813.00 reflecting all the identified items changes/deletions;

B. Final Application for Payment in the amount of $19,372.50;

C. Release of Retainage in the amount of $21,452.30;

D. Certificate of Completion reflecting April 27, 2009 as completion date.

BACKGROUND

Urban County Program funded first three payments.

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1212-452-00-122-008-0-739
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

A. New Contract amount after change order will be $214,523.00
B. Funding available on PO #605197 in the amount of $54,518.60 as of 08/14/2009.
C. After final payment of $21,525.00-$2,152.50(retainage)=$19,372.50; total retainage will be $21,452.30
available balance in retainage (9-1212-206-00-000-003-0-000) is $19,299.80
D. see attachment

Attachments

Link: South Tower Park

Link: Application for Final Payment

Link: Application for Retainage Release

Link: Certificate of Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/14/2009 01:51 PM	APRV
2	Budget & Management	Erika Zamora	08/14/2009 02:18 PM	APRV
3	Roland Garcia	Rolando Garcia	08/14/2009 04:25 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Yolanda Cisneros Started On: 08/14/2009 10:01 AM

Final Approval Date: 08/14/2009

CHANGE ORDER NUMBER SEVEN (7)

PROJECT: SOUTH TOWER PARK PROJECT

DATE OF ISSUANCE: April 23, 2009 **EFFECTIVE DATE:** April 23, 2009

OWNER: HIDALGO COUNTY PRECINCT NO. 2
OWNER's Contract No.: 5007-92-0306-5000-9200-ML

CONTRACTOR: UNITED CONTRACTOR
Rt. 8 BOX 3010
MISSION, TX. 78572

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. A SINGLE WATER SERVICE WAS ELIMINATED
2. CONSTRUCTION EXIST (INSTALL AND REMOVE) NEVER INSTALLED DURING CONSTRUCTION
3. CONCRETE CURB FOR WALKING TRAIL WAS REDUCED 2,476 L.F.
4. CONCRETE CURB AND GUTTER WAS REDUCED 80 L.F.
5. CONCRETE VALLEY GUTTER WAS REDUCED 10 L.F.

Reason for Change Order:

1. WATER SERVICE ELIMINATED
2. NEVER INSTALLED FROM CONTRACTOR
3. HIDALGO COUNTY WILL BE CONSTRUCTING CURB FOR WALKING TRAIL
4. CONCRETE CURB AND GUTTER ON THE APPROACHING ON TOWER ROAD WAS ELIMINATED
5. VALLEY GUTTER WAS REDUCED FOR CHANGE IN DESIGN

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 223,399.50		Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Order $ 6,936.50		Net change from previous Change Orders 103 calendar days
Contract Price prior to this Change Order $ 230,336.00		Contract Time prior to this Change Order Substantial Completion: 178 calendar days or dates
Net Increase (decrease) of this Change Order $ (15,813.00)		Net Increase (decrease) of this Change Order 60 calendar days
Contract Price with all approved Change Orders $ 214,523.00	Net % increase (decrease) from original contract price. (4.00) %	Contract Time with all approved Change Orders Completion: 238 calendar days or dates

RECOMMENDED:
By: Engineer (Authorized Signature)
Date: 4/24/09

APPROVED:
By: Owner (Authorized Signature)
Date:

ACCEPTED:
By: Contractor (Authorized Signature)
Date: 8/5/09

CHANGE ORDER No.7 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
SOUTH TOWER PARK PROJECT
BID NUMBER:5007-92-0306-5000-9200-ML

Item Number	Original Plan Quantity	Change Order No.1 Quantities	Change Order No.2 Quantities	Change Order No. 3 Quantities	Change Order No. 7 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.No.1	Revised Contract Cost after C.O.No.1	Change in Contract Cost of C.O.No.2
			STORM SEWER. SANITARY SEWER AND WATER									
1	1,115.00	1,503.00	1,503.00	1,503.00	1,503.00	LF	Trench Excavation Protection	$ 2.00	$ 2,230.00	776.00	3,006.00	0.00
2	157.50	157.50	157.50	157.50	157.50	SY	Concrete Riprap (CL B)(4")	$ 14.00	$ 2,205.00	0.00	2,205.00	0.00
3	64.00	64.00	64.00	64.00	64.00	LF	RCP (CL III) (18") (Rubber Gasket)	$ 27.00	$ 1,728.00	0.00	1,728.00	0.00
4	51.00	51.00	51.00	51.00	51.00	LF	RCP (CL III) (30") (Rubber Gasket)	$ 44.00	$ 2,244.00	0.00	2,244.00	0.00
5	388.00	388.00	388.00	388.00	388.00	LF	RCP (CL III) (42") (Rubber Gasket)	$ 70.00	$ 27,160.00	0.00	27,160.00	0.00
6	640.00	640.00	640.00	640.00	640.00	LF	RCP (CL III) (48") (Rubber Gasket)	$ 80.25	$ 51,360.00	0.00	51,360.00	0.00
7	4.00	4.00	4.00	4.00	4.00	EA	Inlet (Ty CC)	$ 2,400.00	$ 9,600.00	0.00	9,600.00	0.00
8	2.00	2.00	2.00	2.00	2.00	EA	Manhole (Ty M)	$ 1,900.00	$ 3,800.00	0.00	3,800.00	0.00
9	1,115.00	1,115.00	1,115.00	1,115.00	1,115.00	LF	8" PVC SDR 26	$ 11.50	$ 12,822.50	0.00	12,822.50	0.00
10	4.00	4.00	5.00	5.00	5.00	EA	4-Ft Dia. Fiberglass Manhole	$ 1,700.00	$ 6,800.00	0.00	6,800.00	1,700.00
11	2.00	2.00	2.00	2.00	2.00	EA	6" Cleanout	$ 280.00	$ 560.00	0.00	560.00	0.00
12	1.00	1.00	0.00	0.00	0.00	EA	8" Cleanout	$ 325.00	$ 325.00	0.00	325.00	(325.00)
13	940.00	940.00	940.00	940.00	940.00	LF	8" PVC C-900 DR 18	$ 10.00	$ 9,400.00	0.00	9,400.00	0.00
14	162.00	162.00	162.00	162.00	162.00	LF	6" PVC C-900 DR 18	$ 7.50	$ 1,215.00	0.00	1,215.00	0.00
15	781.00	781.00	781.00	781.00	781.00	LF	2" PVC C-900 DR 18	$ 3.50	$ 2,733.50	0.00	2,733.50	0.00
16	36.00	36.00	36.00	36.00	36.00	LF	16" PVC CASING (SDR-26)	$ 27.00	$ 972.00	0.00	972.00	0.00
17	45.00	45.00	45.00	45.00	45.00	LF	10" PVC CASING (SDR-26)	$ 14.00	$ 630.00	0.00	630.00	0.00
18	44.00	44.00	44.00	44.00	44.00	LF	4" PVC CASING (SDR-26)	$ 4.00	$ 176.00	0.00	176.00	0.00
19	1.00	1.00	1.00	1.00	1.00	EA	Flash Valve	$ 660.00	$ 660.00	0.00	660.00	0.00
20	2.00	2.00	2.00	2.00	2.00	EA	8" x 2" Reducer Tee	$ 225.00	$ 450.00	0.00	450.00	0.00
21	4.00	4.00	4.00	4.00	4.00	EA	8" x 6" Reducer Tee	$ 285.00	$ 1,140.00	0.00	1,140.00	0.00
22	1.00	1.00	1.00	1.00	1.00	EA	10" x 8" Reducer Tee	$ 460.00	$ 460.00	0.00	460.00	0.00
23	2.00	2.00	2.00	2.00	2.00	EA	2" (45 Degree) Elbow	$ 60.00	$ 120.00	0.00	120.00	0.00
24	2.00	2.00	2.00	2.00	2.00	EA	8" (45 Degree) Elbow	$ 55.00	$ 110.00	0.00	110.00	0.00
25	4.00	4.00	4.00	4.00	4.00	EA	8" (11.25 Degree) Elbow	$ 65.00	$ 260.00	0.00	260.00	0.00
26	1.00	1.00	1.00	1.00	1.00	EA	2" Valve Box	$ 350.00	$ 350.00	0.00	350.00	0.00
27	1.00	1.00	1.00	1.00	1.00	EA	8" M.J. Gate Valve & Box	$ 870.00	$ 870.00	0.00	870.00	0.00
28	3.00	3.00	3.00	3.00	3.00	EA	Fire Hydrant Assembly w/6" Gate & Valve Box	$ 2,950.00	$ 8,850.00	0.00	8,850.00	0.00
29	1.00	1.00	1.00	1.00	0.00	EA	Single Water Service Connection	$ 650.00	$ 650.00	0.00	650.00	0.00
30	206.00	206.00	206.00	206.00	206.00	LF	Temp Sediment Control Fence	$ 4.00	$ 824.00	0.00	824.00	0.00
31	84.00	84.00	84.00	84.00	0.00	SY	Construction Exits (Install)	$ 14.50	$ 1,218.00	0.00	1,218.00	0.00
32	84.00	84.00	84.00	84.00	0.00	SY	Construction Exits (Remove)	$ 10.00	$ 840.00	0.00	840.00	0.00
33	6,781.00	6,781.00	6,781.00	6,781.00	4,305.00	LF	Concrete Curb (6")	$ 5.00	$ 33,905.00	0.00	33,905.00	0.00
34	3,760.00	3,760.00	3,760.00	3,760.00	3,680.00	LF	Concrete Curb & Gutter	$ 7.00	$ 26,320.00	0.00	26,320.00	0.00
35	631.00	631.00	206.00	206.00	196.00	LF	Valley Gutter (4-Ft)	$ 16.50	$ 10,411.50	0.00	10,411.50	(7,012.50)
36	0.00	388.00	388.00	388.00	388.00	LF	Lowering 42" R.C.P. (CL III) Rubber Gasket	$ 8.50	$ -	3,298.00	3,298.00	0.00
37	0.00	3.00	3.00	3.00	3.00	EA	Lowering of Inlet C7, C9, and C10	$ 1,200.00	$ -	3,600.00	3,600.00	0.00
38	0.00	0.00	1.00	1.00	1.00	LS	Placing deep manhole and casing for Sanitary Sewer	$ 2,800.00	$ -	0.00	0.00	2,800.00
39	0.00	0.00	0.00	1.00	1.00	LS	Install 6" MJ Valve and Box w/megalocks	$ 1,150.00				
40	0.00	0.00	0.00	1.00	1.00	EA	Install 6" MJ Sleeve w/megalocks	$ 350.00				
41	0.00	0.00	0.00	1.00	1.00	EA	Pressure test 6" PVC line	$ 600.00				
								Total :	**$ 223,399.50**	**$ 7,674.00**	**$ 231,073.50**	**$ (2,837.50)**

Revised Contract Cost after C.O.No.2	Change in Contract Cost of C.O.No.3	Revised Contract Cost after C.O.No.3	Change in Contract Cost of C.O.No.4	Revised Contract Cost after C.O.No.4	Change in Contract Cost of C.O.No.5	Revised Contract Cost after C.O.No.5	Change in Contract Cost of C.O.No.6	Revised Contract Cost after C.O.No.6	Change in Contract Cost of C.O.No.7	Revised Contract Cost after C.O.No.7
3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00	0.00	3,006.00
2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00	0.00	2,205.00
1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00	0.00	1,728.00
2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00	0.00	2,244.00
27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00	0.00	27,160.00
51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00	0.00	51,360.00
9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00	0.00	9,600.00
3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00	0.00	3,800.00
12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50	0.00	12,822.50
8,500.00	0.00	8,500.00	0.00	8,500.00	0.00	8,500.00	0.00	8,500.00	0.00	8,500.00
560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00	0.00	560.00
0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00	0.00	9,400.00
1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00	0.00	1,215.00
2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50	0.00	2,733.50
972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00	0.00	972.00
630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00	0.00	630.00
176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00	0.00	176.00
660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00	0.00	660.00
450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00	0.00	450.00
1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00	0.00	1,140.00
460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00	0.00	460.00
120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00	0.00	120.00
110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00	0.00	110.00
260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00	0.00	260.00
350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00
870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00	0.00	870.00
8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00	0.00	8,850.00
650.00	0.00	650.00	0.00	650.00	0.00	650.00	0.00	650.00	(650.00)	0.00
824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00	0.00	824.00
1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	0.00	1,218.00	(1,218.00)	0.00
840.00	0.00	840.00	0.00	840.00	0.00	840.00	0.00	840.00	(840.00)	0.00
33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	0.00	33,905.00	(12,380.00)	21,525.00
26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	0.00	26,320.00	(560.00)	25,760.00
3,399.00	0.00	3,399.00	0.00	3,399.00	0.00	3,399.00	0.00	3,399.00	(165.00)	3,234.00
3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00	0.00	3,298.00
3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00	0.00	3,600.00
2,800.00	0.00	2,800.00	0.00	2,800.00	0.00	2,800.00	0.00	2,800.00	0.00	2,800.00
	1,150.00	1,150.00	0.00	1,150.00	0.00	1,150.00	0.00	1,150.00	0.00	1,150.00
	350.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00	0.00	350.00
	600.00	600.00	0.00	600.00	0.00	600.00	0.00	600.00	0.00	600.00
$ 228,236.00	**$ 2,100.00**	**$ 230,336.00**	**$ -**	**$ 230,336.00**	**$ -**	**$ 230,336.00**	**$ -**	**$ 230,336.00**	**$ (15,813.00)**	**$ 214,523.00**

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: YOLI CISNEROS
HIDALGO COUNTY PCT 2

FROM: JAVIER GUTIERREZ
SUBJECT: SOUTH TOWER PARK PAY REQUEST + C.O.
PROJECT NO.: ENG06.019I
DATE: 8/6/2009

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS ___ PLANS ___ SHOP DRAWINGS ___ CD
___ CHANGE ORDER ___ SAMPLES ___ PAYMENT REQUEST ___ OTHER
___ BID TABULATION ___ CONTRACT DOCUMENTS ___ RECORD DRAWINGS ___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		CHANGE ORDER # 7
1		C.O. TABULATION SHEET
1		APPLICATION FOR FINAL PMT WITH SCHEDULE OF VALUES
		AND QUANTITY WORKSHEET.
1		APPLICATION FOR RETAINAGE WITH SCHEDULE OF VALUES
1		CERTIFICATE OF CONSTRUCTION COMPLETION
1 SET		SUB CONTRACTOR'S / SUPPLIER'S RELEASE OF LIENS.
1		CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS + CLAIMS
1		EMPLOYEE PAYROLL + COMPLIANCE

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE ___ APPROVED AS NOTED ___ FOR YOUR RECORDS
___ FOR APPROVAL ___ APPROVED AS SUBMITTED ___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE ___ RETURN FOR CORRECTIONS ___ RESUBMIT FOR APPORVAL
___ AS REQUESTED ___ FOR FURTHER PROCESSING ___ ON LOAN
___ FOR REVIEW AND COMMENT ___ FOR SIGNATURE ___ OTHER

COMMENTS:

RECEIVED
AUG - 6 2009
Esmeralda

Copy Distribution file

Received by:

APPLICATION FOR FINAL

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: United Contracting, Inc. (CONTRACTOR)
Contract: 5007-92-0306-5000-9200-ML
Project: South Tower Park
OWNER's Contract No. 5007-92-0306-5000-9200-ML ENGINEER's Project No. ENG06.019i
For Work accomplished through the date of: 3-Apr-2009

1.	Original Contract Price:		$ 223,399.50
2.	Net change by Change Orders and Written Agreements (+ or -):		$ (8,876.50)
3.	Current Contract Price (1 plus 2):		$ 214,523.00
4.	Total completed and stored to date:		$ 214,523.00
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 21,452.30	
	10% of stored material:	$ -	
	Total Retainage:		$ 21,452.30
6.	Total completed and stored to date less retainage (4 minus 5):		$ 193,070.70
7.	Less previous Application for Payments:		$ (173,698.20)
8.	Balance to Finish:		$ -
9.	AMOUNT DUE THIS APPLICATION (6 MINUS 7):		**$ 19,372.50**

605197
9-1212-452-00-122-008-0-739
Req. #134391

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through FINAL inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 23-Apr-09

United Contracting, Inc.
CONTRACTOR

By: Nemecio Garcia

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of August 2009

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Notary Public
My Commission expires: 12/16/2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 23-Apr-09

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: John J. Mas P.E. 4/23/09

INVOICE RECEIVED BY:
Esmeralda Molina ON 8·6·09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8·6·09

Contractor Name: United Contracting, Inc.
Starting Date: 4-May-2008
Project Ending Date: 26-Feb-2009
Retainage Percent: 10%

Application: FINAL
Application Date: 23-Apr-2009
Period To: 3-Apr-2009
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #7 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Application #5	Retainage for App #5	Payment for Application #5	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5007-92-0306-5000-9200-ML	South Tower Park	$ 223,399.50	$ 231,073.50	$ 228,236.00	$ 230,336.00	$ 214,523.00	$ 45,845.50	$ 4,584.55	$ 41,260.95	$ 67,034.50	$ 6,703.45	$ 60,331.05	$ 4,418.89	$ 441.89	$ 3,977.00	$ 54,507.11	$ 5,450.71	$ 49,056.40	$ 21,192.00	$ 2,119.20	$ 19,072.80	$ 21,525.00	$ 2,152.50	$ 19,372.50	$ 214,523.00	$ 21,452.30	$ 193,070.70	$ 173,698.20	$ -
	TOTALS:	$ 223,399.50	$ 231,073.50	$ 228,236.00	$ 230,336.00	$ 214,523.00	$ 45,845.50	$ 4,584.55	$ 41,260.95	$ 67,034.50	$ 6,703.45	$ 60,331.05	$ 4,418.89	$ 441.89	$ 3,977.00	$ 54,507.11	$ 5,450.71	$ 49,056.40	$ 21,192.00	$ 2,119.20	$ 19,072.80	$ 21,525.00	$ 2,152.50	$ 19,372.50	$ 214,523.00	$ 21,452.30	$ 193,070.70	$ 173,698.20	$ -

Contractor Name:	United Contracting, Inc.
Starting Date:	4-May-2008
Project Ending Date:	26-Feb-2009
Engineer's / County Project Desc:	South Tower Park

				Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Change Order #7 Revised Schedule Value			Application #1		
No.	Item Code	Description	Unit	Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)
		STORM SEWER. SANITARY SEWER AND WATER																			
1	0	Trench Excavation Protection	LF	$ 2.00	1,115.00	$ 2,230.00	$ 2.00	1,503.00	$ 3,006.00	$ 2.00	1,503.00	$ 3,006.00	$ 2.00	1,503.00	$ 3,006.00	$ 2.00	1,503.00	$ 3,006.00		-	$ -
2	0	Concrete Riprap (CL B)(4")	SY	$ 14.00	157.50	$ 2,205.00	$ 14.00	157.50	$ 2,205.00	$ 14.00	157.50	$ 2,205.00	$ 14.00	157.50	$ 2,205.00	$ 14.00	157.50	$ 2,205.00		-	$ -
3	0	RCP (CL III) (18") (Rubber Gasket)	LF	$ 27.00	64.00	$ 1,728.00	$ 27.00	64.00	$ 1,728.00	$ 27.00	64.00	$ 1,728.00	$ 27.00	64.00	$ 1,728.00	$ 27.00	64.00	$ 1,728.00		-	$ -
4	0	RCP (CL III) (30") (Rubber Gasket)	LF	$ 44.00	51.00	$ 2,244.00	$ 44.00	51.00	$ 2,244.00	$ 44.00	51.00	$ 2,244.00	$ 44.00	51.00	$ 2,244.00	$ 44.00	51.00	$ 2,244.00		-	$ -
5	0	RCP (CL III) (42") (Rubber Gasket)	LF	$ 70.00	388.00	$ 27,160.00	$ 70.00	388.00	$ 27,160.00	$ 70.00	388.00	$ 27,160.00	$ 70.00	388.00	$ 27,160.00	$ 70.00	388.00	$ 27,160.00		-	$ -
6	0	RCP (CL III) (48") (Rubber Gasket)	LF	$ 80.25	640.00	$ 51,360.00	$ 80.25	640.00	$ 51,360.00	$ 80.25	640.00	$ 51,360.00	$ 80.25	640.00	$ 51,360.00	$ 80.25	640.00	$ 51,360.00		-	$ -
7	0	Inlet (Ty CC)	EA	$ 2,400.00	4.00	$ 9,600.00	$ 2,400.00	4.00	$ 9,600.00	$ 2,400.00	4.00	$ 9,600.00	$ 2,400.00	4.00	$ 9,600.00	$ 2,400.00	4.00	$ 9,600.00		-	$ -
8	0	Manhole (Ty M)	EA	$ 1,900.00	2.00	$ 3,800.00	$ 1,900.00	2.00	$ 3,800.00	$ 1,900.00	2.00	$ 3,800.00	$ 1,900.00	2.00	$ 3,800.00	$ 1,900.00	2.00	$ 3,800.00		-	$ -
9	0	8" PVC SDR 26	LF	$ 11.50	1,115.00	$ 12,822.50	$ 11.50	1,115.00	$ 12,822.50	$ 11.50	1,115.00	$ 12,822.50	$ 11.50	1,115.00	$ 12,822.50	$ 11.50	1,115.00	$ 12,822.50	1,115.00	1,115.00	$ 12,822.50
10	0	4-Ft Dia. Fibergalss Manhole	EA	$ 1,700.00	4.00	$ 6,800.00	$ 1,700.00	4.00	$ 6,800.00	$ 1,700.00	5.00	$ 8,500.00	$ 1,700.00	5.00	$ 8,500.00	$ 1,700.00	5.00	$ 8,500.00	4.00	4.00	$ 6,800.00
11	0	6" Cleanout	EA	$ 280.00	2.00	$ 560.00	$ 280.00	2.00	$ 560.00	$ 280.00	2.00	$ 560.00	$ 280.00	2.00	$ 560.00	$ 280.00	2.00	$ 560.00	2.00	2.00	$ 560.00
12	0	8" Cleanout	EA	$ 325.00	1.00	$ 325.00	$ 325.00	1.00	$ 325.00	$ 325.00	0.00	$ -	$ 325.00	0.00	$ -	$ 325.00	0.00	$ -		-	$ -
13	0	8" PVC C-900 DR 18	LF	$ 10.00	940.00	$ 9,400.00	$ 10.00	940.00	$ 9,400.00	$ 10.00	940.00	$ 9,400.00	$ 10.00	940.00	$ 9,400.00	$ 10.00	940.00	$ 9,400.00	940.00	940.00	$ 9,400.00
14	0	6" PVC C-900 DR 18	LF	$ 7.50	162.00	$ 1,215.00	$ 7.50	162.00	$ 1,215.00	$ 7.50	162.00	$ 1,215.00	$ 7.50	162.00	$ 1,215.00	$ 7.50	162.00	$ 1,215.00	162.00	162.00	$ 1,215.00
15	0	2" PVC C-900 DR 18	LF	$ 3.50	781.00	$ 2,733.50	$ 3.50	781.00	$ 2,733.50	$ 3.50	781.00	$ 2,733.50	$ 3.50	781.00	$ 2,733.50	$ 3.50	781.00	$ 2,733.50	-	-	$ -
16	0	16" PVC CASING (SDR-26)	LF	$ 27.00	36.00	$ 972.00	$ 27.00	36.00	$ 972.00	$ 27.00	36.00	$ 972.00	$ 27.00	36.00	$ 972.00	$ 27.00	36.00	$ 972.00	36.00	36.00	$ 972.00
17	0	10" PVC CASING (SDR-26)	LF	$ 14.00	45.00	$ 630.00	$ 14.00	45.00	$ 630.00	$ 14.00	45.00	$ 630.00	$ 14.00	45.00	$ 630.00	$ 14.00	45.00	$ 630.00	45.00	45.00	$ 630.00
18	0	4" PVC CASING (SDR-26)	LF	$ 4.00	44.00	$ 176.00	$ 4.00	44.00	$ 176.00	$ 4.00	44.00	$ 176.00	$ 4.00	44.00	$ 176.00	$ 4.00	44.00	$ 176.00	44.00	44.00	$ 176.00
19	0	Flash Valve	EA	$ 660.00	1.00	$ 660.00	$ 660.00	1.00	$ 660.00	$ 660.00	1.00	$ 660.00	$ 660.00	1.00	$ 660.00	$ 660.00	1.00	$ 660.00	1.00	1.00	$ 660.00
20	0	8" x 2" Reducer Tee	EA	$ 225.00	2.00	$ 450.00	$ 225.00	2.00	$ 450.00	$ 225.00	2.00	$ 450.00	$ 225.00	2.00	$ 450.00	$ 225.00	2.00	$ 450.00	2.00	2.00	$ 450.00
21	0	8" x 6" Reducer Tee	EA	$ 285.00	4.00	$ 1,140.00	$ 285.00	4.00	$ 1,140.00	$ 285.00	4.00	$ 1,140.00	$ 285.00	4.00	$ 1,140.00	$ 285.00	4.00	$ 1,140.00	4.00	4.00	$ 1,140.00
22	0	10" x 8" Reducer Tee	EA	$ 460.00	1.00	$ 460.00	$ 460.00	1.00	$ 460.00	$ 460.00	1.00	$ 460.00	$ 460.00	1.00	$ 460.00	$ 460.00	1.00	$ 460.00	1.00	1.00	$ 460.00
23	0	2" (45 Degree) Elbow	EA	$ 60.00	2.00	$ 120.00	$ 60.00	2.00	$ 120.00	$ 60.00	2.00	$ 120.00	$ 60.00	2.00	$ 120.00	$ 60.00	2.00	$ 120.00	2.00	2.00	$ 120.00
24	0	8" (45 Degree) Elbow	EA	$ 55.00	2.00	$ 110.00	$ 55.00	2.00	$ 110.00	$ 55.00	2.00	$ 110.00	$ 55.00	2.00	$ 110.00	$ 55.00	2.00	$ 110.00	2.00	2.00	$ 110.00
25	0	8" (11.25 Degree) Elbow	EA	$ 65.00	4.00	$ 260.00	$ 65.00	4.00	$ 260.00	$ 65.00	4.00	$ 260.00	$ 65.00	4.00	$ 260.00	$ 65.00	4.00	$ 260.00	4.00	4.00	$ 260.00
26	0	2" Valve Box	EA	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00	1.00	1.00	$ 350.00
27	0	8" M.J. Gate Valve & Box	EA	$ 870.00	1.00	$ 870.00	$ 870.00	1.00	$ 870.00	$ 870.00	1.00	$ 870.00	$ 870.00	1.00	$ 870.00	$ 870.00	1.00	$ 870.00	1.00	1.00	$ 870.00
28	0	Fire Hydrant Assembly w/6" Gate & Valve Box	EA	$ 2,950.00	3.00	$ 8,850.00	$ 2,950.00	3.00	$ 8,850.00	$ 2,950.00	3.00	$ 8,850.00	$ 2,950.00	3.00	$ 8,850.00	$ 2,950.00	3.00	$ 8,850.00	3.00	3.00	$ 8,850.00
29	0	Single Water Service Connection	EA	$ 650.00	1.00	$ 650.00	$ 650.00	1.00	$ 650.00	$ 650.00	1.00	$ 650.00	$ 650.00	1.00	$ 650.00	$ 650.00	0.00	$ -		-	$ -
30	0	Temp Sediment Control Fence	LF	$ 4.00	206.00	$ 824.00	$ 4.00	206.00	$ 824.00	$ 4.00	206.00	$ 824.00	$ 4.00	206.00	$ 824.00	$ 4.00	206.00	$ 824.00		-	$ -
31	0	Construction Exits (Install)	SY	$ 14.50	84.00	$ 1,218.00	$ 14.50	84.00	$ 1,218.00	$ 14.50	84.00	$ 1,218.00	$ 14.50	84.00	$ 1,218.00	$ 14.50	0.00	$ -		-	$ -
32	0	Construction Exits (Remove)	SY	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	$ 10.00	84.00	$ 840.00	$ 10.00	0.00	$ -		-	$ -
33	0	Concrete Curb (6")	LF	$ 5.00	6,781.00	$ 33,905.00	$ 5.00	6,781.00	$ 33,905.00	$ 5.00	6,781.00	$ 33,905.00	$ 5.00	6,781.00	$ 33,905.00	$ 5.00	4,305.00	$ 21,525.00		-	$ -
34	0	Concrete Curb & Gutter	LF	$ 7.00	3,760.00	$ 26,320.00	$ 7.00	3,760.00	$ 26,320.00	$ 7.00	3,760.00	$ 26,320.00	$ 7.00	3,760.00	$ 26,320.00	$ 7.00	3,680.00	$ 25,760.00		-	$ -
35	0	Valley Gutter (4-Ft)	LF	$ 16.50	631.00	$ 10,411.50	$ 16.50	631.00	$ 10,411.50	$ 16.50	206.00	$ 3,399.00	$ 16.50	206.00	$ 3,399.00	$ 16.50	196.00	$ 3,234.00		-	$ -
36	0	Lowering 42" R.C.P. (CL III) Rubber Gasket	LF	$ -	0.00	$ -	$ 8.50	388.00	$ 3,298.00	$ 8.50	388.00	$ 3,298.00	$ 8.50	388.00	$ 3,298.00	$ 8.50	388.00	$ 3,298.00		-	$ -
37	0	Lowering of Inlet C7, C9, and C10	EA	$ -	0.00	$ -	$ 1,200.00	3.00	$ 3,600.00	$ 1,200.00	3.00	$ 3,600.00	$ 1,200.00	3.00	$ 3,600.00	$ 1,200.00	3.00	$ 3,600.00		-	$ -
38	0	Placing deep manhole and casing for Sanitary Sewer	LS	$ -	0.00	$ -	$ -	0.00	$ -	$ 2,800.00	1.00	$ 2,800.00	$ 2,800.00	1.00	$ 2,800.00	$ 2,800.00	1.00	$ 2,800.00		-	$ -
39	0	Install 6" MJ Valve and Box w/megalocks	LS	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -	$ 1,150.00	1.00	$ 1,150.00	$ 1,150.00	1.00	$ 1,150.00		-	$ -
40	0	Install 6" MJ Sleeve w/megalocks	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -	$ 350.00	1.00	$ 350.00	$ 350.00	1.00	$ 350.00		-	$ -
41	0	Pressure test 6" PVC line	EA	$ -	0.00	$ -	$ -	0.00	$ -	$ -	0.00	$ -	$ 600.00	1.00	$ 600.00	$ 600.00	1.00	$ 600.00		-	$ -
		Total				$ 223,399.50			$ 231,073.50			$ 228,236.00			$ 230,336.00			$ 214,523.00			$ 45,845.50

Prepared and Checked By:

Printed Name: Javier Gutierrez

Signature:

Contractor Name:
Starting Date:
Project Ending Date:
Engineer's / County Project Desc:

Application: FINAL
Application Date: 27-Feb-2009
Period To: 26-Feb-2009
Engineer's / County Project No.: ENG06.019i

No.	Item Code	Description	Application #2 Monthly Quan	Application #2 QTY to Date	Application #2 Item Cost (Monthly)	Application #3 Monthly Quan	Application #3 QTY to Date	Application #3 Item Cost (Monthly)	Application #4 Monthly Quan	Application #4 QTY to Date	Application #4 Item Cost (Monthly)	Application #5 Monthly Quan	Application #5 QTY to Date	Application #5 Item Cost (Monthly)	Final Application Monthly Quan	Final Application QTY to Date	Final Application Item Cost (Monthly)	Total to Date	Balance To Finish Quan	Balance To Finish Dollars
		STORM SEWER. SANITARY SEWER AND WATER																		
1	0	Trench Excavation Protection	704.00	704.00	$ 1,408.00		704.00	$ -	799.00	1,503.00	$ 1,598.00		1,503.00	$ -		1,503.00	$ -	$ 3,006.00	0.000	$ -
2	0	Concrete Riprap (CL B)(4")	157.50	157.50	$ 2,205.00		157.50	$ -		157.50	$ -		157.50	$ -		157.50	$ -	$ 2,205.00	0.000	$ -
3	0	RCP (CL III) (18") (Rubber Gasket)	64.00	64.00	$ 1,728.00		64.00	$ -		64.00	$ -		64.00	$ -		64.00	$ -	$ 1,728.00	0.000	$ -
4	0	RCP (CL III) (30") (Rubber Gasket)		-	$ -		-	$ -	51.00	51.00	$ 2,244.00		51.00	$ -		51.00	$ -	$ 2,244.00	0.000	$ -
5	0	RCP (CL III) (42") (Rubber Gasket)		-	$ -		-	$ -	388.00	388.00	$ 27,160.00		388.00	$ -		388.00	$ -	$ 27,160.00	0.000	$ -
6	0	RCP (CL III) (48") (Rubber Gasket)	640.00	640.00	$ 51,360.00		640.00	$ -		640.00	$ -		640.00	$ -		640.00	$ -	$ 51,360.00	0.000	$ -
7	0	Inlet (Ty CC)		-	$ -		-	$ -	4.00	4.00	$ 9,600.00		4.00	$ -		4.00	$ -	$ 9,600.00	0.000	$ -
8	0	Manhole (Ty M)	2.00	2.00	$ 3,800.00		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -	$ 3,800.00	0.000	$ -
9	0	8" PVC SDR 26		1,115.00	$ -		1,115.00	$ -		1,115.00	$ -		1,115.00	$ -		1,115.00	$ -	$ 12,822.50	0.000	$ -
10	0	4-Ft Dia. Fibergalss Manhole	1.00	5.00	$ 1,700.00		5.00	$ -		5.00	$ -		5.00	$ -		5.00	$ -	$ 8,500.00	0.000	$ -
11	0	6" Cleanout		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -	$ 560.00	0.000	$ -
12	0	8" Cleanout		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
13	0	8" PVC C-900 DR 18		940.00	$ -		940.00	$ -		940.00	$ -		940.00	$ -		940.00	$ -	$ 9,400.00	0.000	$ -
14	0	6" PVC C-900 DR 18		162.00	$ -		162.00	$ -		162.00	$ -		162.00	$ -		162.00	$ -	$ 1,215.00	0.000	$ -
15	0	2" PVC C-900 DR 18	781.00	781.00	$ 2,733.50		781.00	$ -		781.00	$ -		781.00	$ -		781.00	$ -	$ 2,733.50	0.000	$ -
16	0	16" PVC CASING (SDR-26)		36.00	$ -		36.00	$ -		36.00	$ -		36.00	$ -		36.00	$ -	$ 972.00	0.000	$ -
17	0	10" PVC CASING (SDR-26)		45.00	$ -		45.00	$ -		45.00	$ -		45.00	$ -		45.00	$ -	$ 630.00	0.000	$ -
18	0	4" PVC CASING (SDR-26)		44.00	$ -		44.00	$ -		44.00	$ -		44.00	$ -		44.00	$ -	$ 176.00	0.000	$ -
19	0	Flash Valve		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 660.00	0.000	$ -
20	0	8" x 2" Reducer Tee		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -	$ 450.00	0.000	$ -
21	0	8" x 6" Reducer Tee		4.00	$ -		4.00	$ -		4.00	$ -		4.00	$ -		4.00	$ -	$ 1,140.00	0.000	$ -
22	0	10" x 8" Reducer Tee		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 460.00	0.000	$ -
23	0	2" (45 Degree) Elbow		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -	$ 120.00	0.000	$ -
24	0	8" (45 Degree) Elbow		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -		2.00	$ -	$ 110.00	0.000	$ -
25	0	8" (11.25 Degree) Elbow		4.00	$ -		4.00	$ -		4.00	$ -		4.00	$ -		4.00	$ -	$ 260.00	0.000	$ -
26	0	2" Valve Box		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 350.00	0.000	$ -
27	0	8" M.J. Gate Valve & Box		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 870.00	0.000	$ -
28	0	Fire Hydrant Assembly w/6" Gate & Valve Box		3.00	$ -		3.00	$ -		3.00	$ -		3.00	$ -		3.00	$ -	$ 8,850.00	0.000	$ -
29	0	Single Water Service Connection		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
30	0	Temp Sediment Control Fence		-	$ -		-	$ -	206.00	206.00	$ 824.00		206.00	$ -		206.00	$ -	$ 824.00	0.000	$ -
31	0	Construction Exits (Install)		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
32	0	Construction Exits (Remove)		-	$ -		-	$ -		-	$ -		-	$ -		-	$ -	$ -	0.000	$ -
33	0	Concrete Curb (6")		-	$ -		-	$ -		-	$ -		-	$ -	4,305.00	4,305.00	$ 21,525.00	$ 21,525.00	0.000	$ -
34	0	Concrete Curb & Gutter		-	$ -	631.26980	631.26980	$ 4,418.89	1,868.73020	2,500.00000	$ 13,081.11	1,180.00000	3,680.00000	$ 8,260.00		3,680.00	$ -	$ 25,760.00	0.000	$ -
35	0	Valley Gutter (4-Ft)		-	$ -		-	$ -		-	$ -	196.00	196.00	$ 3,234.00		196.00	$ -	$ 3,234.00	0.000	$ -
36	0	Lowering 42" R.C.P. (CL III) Rubber Gasket		-	$ -		-	$ -		-	$ -	388.00	388.00	$ 3,298.00		388.00	$ -	$ 3,298.00	0.000	$ -
37	0	Lowering of Inlet C7, C9, and C10		-	$ -		-	$ -		-	$ -	3.00	3.00	$ 3,600.00		3.00	$ -	$ 3,600.00	0.000	$ -
38	0	Placing deep manhole and casing for Sanitary Sewer		-	$ -		-	$ -		-	$ -	1.00	1.00	$ 2,800.00		1.00	$ -	$ 2,800.00	0.000	$ -
39	0	Install 6" MJ Valve and Box w/megalocks	1.00	1.00	$ 1,150.00		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 1,150.00	0.000	$ -
40	0	Install 6" MJ Sleeve w/megalocks	1.00	1.00	$ 350.00		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 350.00	0.000	$ -
41	0	Pressure test 6" PVC line	1.00	1.00	$ 600.00		1.00	$ -		1.00	$ -		1.00	$ -		1.00	$ -	$ 600.00	0.000	$ -
		Total			**$ 67,034.50**			**$ 4,418.89**			**$ 54,507.11**			**$ 21,192.00**			**$ 21,525.00**	**$ 214,523.00**		**$ - **

Javier Gutierrez

Date: 27-Feb-2009

R. Gutierrez Engineering Corporation

January 5, 2009

Comm. Hector "Tito" Palacios
Hidalgo County Precinct No.2
301 E. State Rd.
Pharr, Texas 78577

Subject: South Tower Park

Dear Comm. Palacios:

United Contracting completed the construction of curb and gutter according with construction plans. Now the Hidalgo County Precinct No. 2 forces will be constructing the paving to finish the Park parking lot. The construction time for United Contracting will be stopped today January 5, 2009 until the Hidalgo County Precinct No.2 forces finish the construction assigned to them.

If you have any questions, comments, or additional concerns, please feel free to contact me at (956) 782-2557. Thank You.

Sincerely

Luis J. Nava, P.E.
Senior Project Manager

cc. Ricardo Cuellar, Hidalgo County Precinct No.2 Field Supervisor
Lisa Sanchez, United Contracting

130 East Park – Pharr, TX 78577 -- Telephone: 956-782-2557 -- Fax: 956-782-2558 – E-mail: rguteng@aol.com

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with this construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Supplier hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project property a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any buildings(s) or improvements(s) for the project whether on the project property or elsewhere.

1. HOMERO ALVAREZ ALVAREZ CONSTRUCTION
   (Print or type the firm or individual name of the Supplier)

2. 613 FERGUSON ROADDONNA, TX 78537
   (Print or type the Suppliers address)

3. HOMERO ALVAREZ
   (Print or type the name of the person signing for the Supplier)

4. OWNER
   (Print or type the position of the person signing for the Supplier)

5. Description of the Project: SOUTH TOWER PARK – HIDALGO COUNTY

6. Date: July 03, 2009

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 3rd day of JULY, 2009.

Homero Alvarez
(To be signed by the person shown in Item 3 above)

NORMA VERA
Notary Public, State of Texas
My Commission Expires
March 10, 2013

Subscribed and sworn before me this, 3rd day of July, 2009.

Notary Public: Norma Vera

My Commission Expires: March 10, 2013

END OF AFFIDAVIT

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to exec this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with the construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Suppli hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project propert a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any building(s) or improvements(s) for the project whether on the project property or elsewhere.

1. Rio Valley Pipe LLC
(Print or type the firm or individual name of the Supplier)

2. 7301 W. Exp 83 MISSION, TX 78572
(Print or type the Supplier's address)

3. EDGAR MORALES
(Print or type the name of the person signing for the Supplier)

4. AIR CLERK
(Print or type the position of the person signing for the Supplier)

5. Description of the Project: SOUTH TOWER PARK PROJECT

6. Date: 7/09/09

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 9th day of JULY, 2009.

Edgar Morales
(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 9th day of JULY, 2009

Notary Public:

My Commission Expires: 10-11-2011

END OF AFFIDAVIT

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with the construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Supplier hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project property as a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any building(s) or improvements(s) for the project whether on the project property or elsewhere.

1. Roy's Hauling Service, Inc.
(Print or type the firm or individual name of the Supplier)

2. P.O. Box 1896, Edinburg, TX 78540
(Print or type the Supplier's address)

3. Kristina Balderas
(Print or type the name of the person signing for the Supplier)

4. Office Manager
(Print or type the position of the person signing for the Supplier)

5. Description of the Project: South Tower Road Project

6. Date: July 24th, 2009

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 24th day of July, 2009.

LISA SANCHEZ
MY COMMISSION EXPIRES
April 25, 2012

(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 24th day of July, 2009

Notary Public: Lisa Sanchez

My Commission Expires: 4/25/12

END OF AFFIDAVIT

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with the construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Supplier hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project property as a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any building(s) or improvements(s) for the project whether on the project property or elsewhere.

1. L & R Precast Concrete
(Print or type the firm or individual name of the Supplier)

2. 3809 N Bentsen Palm Dr Mission, TX 78574
(Print or type the Supplier's address)

3. Rufino Garza Jr
(Print or type the name of the person signing for the Supplier)

4. President
(Print or type the position of the person signing for the Supplier)

5. Description of the Project: South Tower Park

6. Date: 7/31/09

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 31st day of July, 2009.

(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 3rd day of August, 200__

Notary Public:

My Commission Expires: 10-11-2011

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

END OF AFFIDAVIT

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with the construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Supplier hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project property as a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any building(s) or improvements(s) for the project whether on the project property or elsewhere.

1. HD Supply Waterworks
(Print or type the firm or individual name of the Supplier)

2. 100 N 1st Street, McAllen, TX 78502
(Print or type the Supplier's address)

3. Pam Hughes
(Print or type the name of the person signing for the Supplier)

4. Sr. Credit Associate
(Print or type the position of the person signing for the Supplier)

5. Description of the Project: South Tower

6. Date: 7/30/09

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 30 day of July, 2009.

Pam Hughes
(To be signed by the person shown in Item 3 above)

Subscribed and sworn before me this 30th day of July 2009

Notary Public: Susan I Salyer

My Commission Expires: 6-19-13.

END OF AFFIDAVIT

Notary Public State of Arizona
Maricopa County
Susan I Salyer
My Commission Expires
06/19/2013

Received Time Jul. 30. 10:34AM

AFFIDAVIT OF TOTAL RELEASE AND CERTIFICATION OF ALL BILLS PAID FOR MATERIAL SUPPLIERS

THE UNDERSIGNED hereby certifies that he (or she) has examined and is authorized and empowered to execute this affidavit as the owner, partner, or officer as the case may be, of the supplier named below, employed in connection with the construction project ("the Project") mentioned below.

In consideration for the total payment to the Contractor for all service in connection with the project, the Supplier hereby releases and waives all liens and claims to liens which the Supplier may have on or affecting the project property as a result of the Contractor's contract(s) for the project or furnishing materials that are in any way connected with any construction any building(s) or improvements(s) for the project whether on the project property or elsewhere.

1. United Contracting
(Print or type the firm or individual name of the Supplier)

2. 4616 N. Conway
(Print or type the Supplier's address)

3. N. Sanchez
(Print or type the name of the person signing for the Supplier)

4. President
(Print or type the position of the person signing for the Supplier)

5. Description of the Project: Hidalgo Co. "South Tower Park"

6. Date: July 31, 2009

The undersigned certifies that the foregoing information is true and correct and acknowledges that the owner of the project has placed a material reliance on such information in directing partial payment to the Contractor.

EXECUTED this 31st day of July, 2009.

Nonecio Sanchez
(To be signed by the person shown in Item 3 above)

LISA SANCHEZ
MY COMMISSION EXPIRES
April 25, 2012

Subscribed and sworn before me this 31st day of July, 2009

Notary Public: Lisa Sanchez

My Commission Expires: 04/25/12

END OF AFFIDAVIT

Date

I, Lisa Sanchez, Secretary (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

UNITED CONTRACTING, INC. on the SOUTH TOWER PARK PROJECT

that during the payroll period commencing on the 1-March-2009 and ending the

7-March-2009 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

UNITED CONTRACTING, INC. from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lisa Sanchez Secretary	Lisa Sanchez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. DEPARTMENT OF LABOR
Employment Standards Administration
Wage and Hour Division

PAYROLL

OMB NO.: 1215-0149
Expires: 12/31/2011

(FOR CONTRACTORS OPTIONAL USE; SEE INSTRUCATIONS FORM WH 347 INST.)

Rev. Dec. 2008

NAME OF CONTRACTOR OR NAME OF SUBCONTRACTOR X
UNITED CONTRACTING, INC.

ADDRESS 4616 N Conway Ave
Mission, TX 78573

PAYROLL NO.

FOR WEEK ENDING 03/07/09
FOR PAY DATE 03/12/09

PROJECT AND LOCATION
SOUTH TOWER PARK PROJECT

PROJECT OR CONTRACT NO.
HIDALGO CO URBAN PRCT 2

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	# OF W/H	WAGE CLASSIFICATION		DAY AND DATE S 3/1	M 3/2	T 3/3	W 3/4	T 3/5	F 3/6	S 3/7	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED/ JOB AMT	DEDUCTIONS FICA	W/H TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY															
CABRERA BARRIOS, NOE L 7702 W MILE 6 MISSION, TX 78574 633-80-8697	M 0	LABORER	O						3.00		3.00	$11.25	J $333.75						
			S		10.00	10.00	10.00	10.00			40.00	$7.50	T $333.75	$25.53	$3.00		$0.00	$28.53	$305.22
GARZA, JOSE M P O BOX 1110 PENITAS, TX 78576 460-90-6963	S 1	LABORER	O								0.00	$13.65	J $364.00						
			S		10.00	10.00	10.00	10.00			40.00	$9.10	T $364.00	$27.85	$20.00		$0.00	$47.85	$316.15
RODRIGUEZ CANO, ENRIQUE P O BOX 937 RIO HONDO, TX 78583 431-19-4507	M 0	LABORER	O								0.00	$15.53	J $414.00						
			S		10.00	10.00	10.00	10.00			40.00	$10.35	T $414.00	$31.67	$11.00		$0.00	$42.67	$371.33
SANCHEZ, RODOLFO 4616 N CONWAY MISSION, TX 78573 458-77-4427	S 0	SUPERVISOR	O								0.00	$16.50	J $440.00						
			S		10.00	10.00	10.00	10.00			40.00	$11.00	T $440.00	$33.66	$47.53		$0.00	$81.19	$358.81

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(next page)

Date

I, Lisa Sanchez, Secretary (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

UNITED CONTRACTING, INC. on the SOUTH TOWER PARK PROJECT

that during the payroll period commencing on the 8-March-2009 and ending the

14-March-2009 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

UNITED CONTRACTING, INC. from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lisa Sanchez secretary	Lisa Sanchez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. DEPARTMENT OF LABOR
Employment Standards Administration
Wage and Hour Division

PAYROLL

OMB NO.: 1215-0149
Expires: 12/31/2011

(FOR CONTRACTORS OPTIONAL USE; SEE INSTRUCATIONS FORM WH 347 INST.)

Rev. Dec. 2008

NAME OF CONTRACTOR OR NAME OF SUBCONTRACTOR X

UNITED CONTRACTING, INC.

ADDRESS 4616 N Conway Ave
Mission, TX 78573

PAYROLL NO.

FOR WEEK ENDING 03/14/09

FOR PAY DATE 03/19/09

PROJECT AND LOCATION **SOUTH TOWER PARK PROJECT**

PROJECT OR CONTRACT NO. **HIDALGO CO URBAN PRCT 2**

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	# OF W/H	WAGE CLASSIFICATION		DAY AND DATE S 3/8	M 3/9	T 3/10	W 3/11	T 3/12	F 3/13	S 3/14	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED/ JOB AMT	DEDUCTIONS FICA	W/H TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY															
GARZA, JOSE M P O BOX 1110 PENITAS, TX 78576 460-90-6963	S 1	LABORER	O								0.00	$13.65	J $273.00						
			S		10.00	10.00	10.00				30.00	$9.10	T $273.00	$20.88	$15.00		$0.00	$35.88	$237.12
RODRIGUEZ CANO. ENRIQUE P O BOX 937 RIO HONDO, TX 78583 431-19-4507	M 0	LABORER	O								0.00	$15.53	J $414.00						
			S		10.00	10.00	10.00	10.00			40.00	$10.35	T $414.00	$31.67	$11.00		$0.00	$42.67	$371.33
SANCHEZ, RODOLFO 4616 N CONWAY MISSION, TX 78573 458-77-4427	S 0	SUPERVISOR	O						8.00		8.00	$16.50	J $572.00						
			S		10.00	10.00	10.00	10.00			40.00	$11.00	T $572.00	$43.76	$62.00		$0.00	$105.76	$466.24
ZAMORA, JUAN 3623 BRAHMAN ST MERCEDES, TX 78570 629-36-2206	S 0	LABORER	O								0.00	$12.90	J $344.00						
			S		10.00	10.00	10.00	10.00			40.00	$8.60	T $344.00	$26.32	$28.00		$0.00	$54.32	$289.68

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that is will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(next page)

Date

I, Lisa Sanchez, Secretary (Title)
do hereby state:

(1) That I pay or supervise the payment of the persons employed by

UNITED CONTRACTING, INC. on the SOUTH TOWER PARK PROJECT

that during the payroll period commencing on the 15-March-2009 and ending the

21-March-2009 all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

UNITED CONTRACTING, INC. from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Start. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS – in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
Lisa Sanchez Secretary	Lisa Sanchez

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

U.S. DEPARTMENT OF LABOR
Employment Standards Administration
Wage and Hour Division

PAYROLL

OMB NO.: 1215-0149
Expires: 12/31/2011

(FOR CONTRACTORS OPTIONAL USE; SEE INSTRUCATIONS FORM WH 347 INST.)

Rev. Dec. 2008

NAME OF CONTRACTOR	OR NAME OF SUBCONTRACTOR	ADDRESS
	UNITED CONTRACTING, INC.	4616 N Conway Ave Mission, TX 78573

PAYROLL NO.	FOR WEEK ENDING 03/21/09	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
	FOR PAY DATE 03/26/09	SOUTH TOWER PARK PROJECT	HIDALGO CO URBAN PRCT 2

NAME, ADDRESS, AND SOCIAL SECURITY NUMBER OF EMPLOYEE	# OF W/H	WAGE CLASSIFICATION		DAY AND DATE S 3/15	M 3/16	T 3/17	W 3/18	T 3/19	F 3/20	S 3/21	TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED/ JOB AMT	DEDUCTIONS FICA	W/H TAX		OTHER	TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY															
CABRERA BARRIOS, NOE L 7702 W MILE 6 MISSION, TX 78574 633-80-8697	M 0	LABORER	O								0.00	$11.25	J $300.00						
			S		10.00	10.00	10.00	10.00			40.00	$7.50	T $300.00	$22.95	$9.87		$0.00	$32.82	$267.18
OCHOA, JOSE L 10419 MONTE CARLO EDINBURG, TX 78541 465-89-0821	S 0	LABORER	O								0.00	$12.90	J $258.00						
			S		10.00	10.00	10.00				30.00	$8.60	T $258.00	$19.74	$29.32		$0.00	$49.06	$208.94
RODRIGUEZ CANO. ENRIQUE P O BOX 937 RIO HONDO, TX 78583 431-19-4507	M 0	LABORER	O								0.00	$15.53	J $310.50						
			S		10.00	10.00	10.00				30.00	$10.35	T $310.50	$23.75	$23.57		$0.00	$47.32	$263.18
SANCHEZ, RODOLFO 4616 N CONWAY MISSION, TX 78573 458-77-4427	S 0	SUPERVISOR	O								0.00	$16.50	J $440.00						
			S		10.00	10.00	10.00	10.00			40.00	$11.00	T $440.00	$33.66	$60.60		$0.00	$94.26	$345.74

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

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(next page)

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: YOLI CISNEROS
HIDALGO COUNTY PCT 2

FROM: JAVIER GUTIERREZ
SUBJECT: SOUTH TOWER PARK PAY REQUEST + C.O.
PROJECT NO.: ENG06.019I
DATE: 8/4/2009

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA	Hand Delivery	THE FOLLOWING ITEMS:
___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		CHANGE ORDER # 7
1		C.O. TABULATION SHEET
1		APPLICATION FOR FINAL PMT WITH SCHEDULE OF VALUES
		AND QUANTITY WORKSHEET.
1		APPLICATION FOR RETAINAGE WITH SCHEDULE OF VALUES
1		CERTIFICATE OF CONSTRUCTION COMPLETION
1 SET		SUB CONTRACTOR'S / SUPPLIER'S RELEASE OF LIENS.
1		CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS + CLAIMS
1		EMPLOYEE PAYROLL + COMPLIANCE

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
AUG - 6 2009
Esmeralda

Copy Distribution file

Received by:

APPLICATION FOR RETAINAGE RELEASE

To: HIDALGO COUNTY PRECINCT NO. 2 (OWNER)
From: United Contracting, Inc. (CONTRACTOR)
Contract: 5007-92-0306-5000-9200-ML
Project: South Tower Park
OWNER's Contract No. 5007-92-0306-5000-9200-ML ENGINEER's Project No. ENG06.019i
For Work accomplished through the date of: 3-Apr-2009

1. Original Contract Price:		$ 223,399.50
2. Net change by Change Orders and Written Agreements (+ or -):		$ (8,876.50)
3. Current Contract Price (1 plus 2):		$ 214,523.00
4. Total completed and stored to date:		$ 214,523.00
5. Retainage (per Agreement):		
0% of completed Work:	$ -	
10% of stored material:	$ -	
Total Retainage:		
6. Total completed and stored to date less retainage (4 minus 5):		$ -
7. Less previous Application for Payments:		$ 214,523.00
8. Balance to Finish:		$ (193,070.70)
9. AMOUNT DUE THIS APPLICATION (6 MINUS 7):		$ -
		$ 21,452.30

9-1212-206-00-000-003-0-000

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through RETAINAGE RELEASE inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 23-Apr-09

United Contracting, Inc.
CONTRACTOR

By: Monecia Sanchez

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 5th day of August 2009

Notary Public

My Commission expires: 12/16/2011

JAIME JAIMEZ, JR.
MY COMMISSION EXPIRES
December 16, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 23-Apr-09

R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER

By: Jun J Mar P.E.

INVOICE RECEIVED BY:
Esmeralda Molina ON 8.6.09
GOODS/SERVICES RECEIVED BY:
Hector Palacios ON 8.6.09

Contractor Name: United Contracting, Inc.
Starting Date: 4-May-2008
Project Ending Date: 26-Feb-2009
Retainage Percent: 10%

Application: RETAINAGE RELEASE
Application Date: 23-Apr-2009
Period To: 3-Apr-2009
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	C.O. #7 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Application #2	Retainage for App #2	Payment for Application #2	Application #3	Retainage for App #3	Payment for Application #3	Application #4	Retainage for App #4	Payment for Application #4	Application #5	Retainage for App #5	Payment for Application #5	Final Application	Retainage for Final App	Payment for Final Application	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
5007-92-0306-5000-9200-ML	South Tower Park	$ 223,399.50	$ 231,073.50	$ 228,236.00	$ 230,336.00	$ 214,523.00	$ 45,845.50	$ 4,584.55	$ 41,260.95	$ 67,034.50	$ 6,703.45	$ 60,331.05	$ 4,418.89	$ 441.89	$ 3,977.00	$ 54,507.11	$ 5,450.71	$ 49,056.40	$ 21,192.00	$ 2,119.20	$ 19,072.80	$ 21,525.00	$ 2,152.50	$ 19,372.50	$ 214,523.00	$ 21,452.30	$ 193,070.70	$ 193,070.70	$ -
	TOTALS:	$ 223,399.50	$ 231,073.50	$ 228,236.00	$ 230,336.00	$ 214,523.00	$ 45,845.50	$ 4,584.55	$ 41,260.95	$ 67,034.50	$ 6,703.45	$ 60,331.05	$ 4,418.89	$ 441.89	$ 3,977.00	$ 54,507.11	$ 5,450.71	$ 49,056.40	$ 21,192.00	$ 2,119.20	$ 19,072.80	$ 21,525.00	$ 2,152.50	$ 19,372.50	$ 214,523.00	$ 21,452.30	$ 193,070.70	$ 193,070.70	$ -

R. Gutierrez Engineering Corporation — Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: YOLI CISNEROS
HIDALGO COUNTY PCT 2

FROM: JAVIER GUTIERREZ
SUBJECT: SOUTH TOWER PARK PAY REQUEST + C.O.
PROJECT NO.: ENG06.019I
DATE: 8/4/2009

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		CHANGE ORDER # 7
1		C.O. TABULATION SHEET
1		APPLICATION FOR FINAL PMT WITH SCHEDULE OF VALUES
		AND QUANTITY WORKSHEET.
1		APPLICATION FOR RETAINAGE WITH SCHEDULE OF VALUES
1		CERTIFICATE OF CONSTRUCTION COMPLETION
1 SET		SUB CONTRACTOR'S / SUPPLIER'S RELEASE OF LIENS.
1		CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS + CLAIMS
1		EMPLOYEE PAYROLL + COMPLIANCE
		w/Final application

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
AUG - 6 2009
Esmeralda

Copy Distribution file

Received by:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 27 DAY OF April 2009, A FINAL INSPECTION was made of the project herein described:

CONTRACT

DATE: April 28, 2009
OWNER: Hidalgo County Precinct No.2 CONSTRUCTION CONTRACTOR: UNITED CONTRACTING INC..
OF THE CITY OF Mission STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF South Tower Park

CONTRACT-NO.: 5007-92-0306-5000-9200-ML located in or near the City/Pct. of Pct. 2

THIS IS TO CERTIFY:

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   None

2. That the sum of 0 dollars and 00 /100 dollars ($ 0.00), deducted from the final payment of the Contractor

3. That the contractor has presented a "Certificate of Release" stating under oath, that all claims arising out of the performance of work have been fulfilled, and the OWNER is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.	Amount of Original Contract	$223,399.50
	Present Amount of Contract	$214,523.00
	Total Amount of earned to date	$214,523.00
	Less: previous payments	$193,070.70
	Balance	$ 21,452.30
	Authorized deductions	$ 00.000.00
	AMOUNT OF FINAL PAYMENT	$ 21,452.30

6. That the final payment in the amount of $ Twenty one thousand four hundred fifty two dollars and thirty cents ($21,452.30) is now due and payable.

John J. Ofar P.E. 8/6/09
Engineer's Signature

CONCURRED BY:

UNITED CONTRACTING INC.
Contractor's Name

BY: Nemecio Sandoval

TITLE: President

CONCURRED BY:

Hidalgo County

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: YOLI CISNEROS
HIDALGO COUNTY PCT 2

FROM: JAVIER GUTIERREZ
SUBJECT: SOUTH TOWER PARK PAY REQUEST + C.O.
PROJECT NO.: ENG06.019I
DATE: 8/6/2009

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1		CONTRACTOR'S AFFIDAVIT OF PAYMENT OF DEBTS + CLAIMS
1		EMPLOYEE PAYROLL + COMPLIANCE

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	___ FOR YOUR RECORDS
___ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
___ FOR REVIEW AND COMMENT	___ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
AUG - 6 2009
Generalela

Copy Distribution file

Received by:

AI-16910 **22.C.1.**

Engagement-Eng. Serv./County Buildings Repairs and/or Renovations located in Pct. #3

CC REGULAR

Date:	08/18/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 3

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service for engineering services in connection with county buildings needing repairs and/or renovations located in Precinct No. 3 for compliance with statutory occupational code provisions.

b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of engineers in connection with professional engineering services required for county owned buildings that need repairs and/or renovations located in Precinct No. 3 to comply with statutory occupational code limits; 1st._____;2nd._____;3rd. _____

c. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for the provision of engineering services (on an As Needed Basis) as identified and detailed above and herein;

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Services are on As Needed Basis and funds will be determined as Work Authorizations are issued.

Attachments

Link: Grid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/12/2009 01:00 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:12 PM	APRV

3	Perla Lopez	Perla Lopez	08/14/2009 04:33 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Nielda Cavazos

Started On: 08/11/2009 09:39 AM

Final Approval Date: 08/14/2009

HIDALGO COUNTY PRECINCT NO 3

FOR

Professional Engineering Services

For Precinct No. 3 Projects

GRID

ENGINEERING FIRMS

	Dannenbaum Engineering Company	Guzman & Munoz Engineering Services	Noe Garza Engineer's Inc.,
Evaluator No 1	**98**	**84**	**83**
Average Scores	**98**	**84**	**83**
RANKING by Commissioner's Court			

* Evaluation completed by Precinct No. 3

Commissioners Court agenda: August 18, 2009

AI-16949 **22.D.1.**

Authorization to enter into a Preventative Maintenance Agreement for Two (2) Volvo Scrapers Model T450D - SCDIP - Drainage Improvement Project Pct#4

CC REGULAR

Date:	08/18/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 4

Information

CAPTION

Requesting authorization to enter into a Preventative Maintenance Agreement with Romco Equipment Co. LLC, as the only bid received in an amount not to exceed $22,995.82 for maintenance as described in Exhibit "A" for "Two (2) Volvo Scrapers Model T450-D" currently in operation with the Pct#4 San Carlos Drainage Improvement Project. Reference project is #2009-243-08-12-09-OGG.

BACKGROUND

As discussed with Mr. George Guerra Director for Drainge Improvement Projects; approval of proposed preventative maintenance agreement is of great importance due the need to have these units in full operational status at all times.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-432

FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** No

BUDGETARY IMPACT:

Available balance as of 8-13-09 $28,586.12.

Attachments

Link: 09-243

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	08/13/2009 08:50 AM	APRV
2	Manuel Chapa	Manuel Chapa	08/13/2009 09:40 AM	APRV
3	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Oscar Garza — Started On: 08/12/2009 04:29 PM

Final Approval Date: 08/14/2009

HIDALGO COUNTY PURCHASING DEPARTMENT

BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4	
BID OPENING DATE: August 12, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Preventative Maintenance Agreement for Two (2) Volvo Scrapers Model T450-D "	
BID NO: 2009-243-08-12-OGG	**PROCUREMENT SPECIALIST: OSCAR GARZA**

NAME OF COMPANY	LEVEL I 250 HRS	LEVEL II 500 HRS	LEVEL III 1000 HRS	LEVEL IV 2000 HRS.	TOTAL AMOUNT
#1 Romco Equip Co. ~~Edinburg~~ Mercedes Tx.	853.88	1060.00	2592.88	4223.39	22,995.82
	853.88	1060.00	2592.88	4223.39	
#2 Total	5123.28	4240.00	5185.76	8446.78	
	1 @ 250	1 @ 750	1 @ 1250	1 @ 1500	
#3					
#4					

Hidalgo County Purchasing Department
Bid Opening Sign In

Date: August 12, 2009

	Please Print Name	Company Name
1.	Oscar Garza	Purchasing
2.		UCP.
3.	Jonas Hackbil	Aztec Rentals
4.	Gabriel Ramirez	
5.	Sandy Sua	Purchasing
6.	Priscilla Jo	
7.	Nelda Vargas	Purch.
8.		
9.		
10.		
11.		
13.		
14.		

Bid #	Description
1. 2009-279-08-12-CGV	BEHAVIORAL MEASURES
2. 2009-243-08-12-OGG	ROMCO
3. M-07-UC-48-0501	Rafael Martinez / Jose & San Juanita
4. M-07-UC-48-0501	De Leon Construction
5. M-07-UC-48-C501	G.M.H. Construction
6. M-07-UC-48-0501	G & G Contractors

EXHIBIT "A"

PREVENTATIVE MAINTENANCE SCHEDULE

VOLVO MODEL #T450D SCRAPER

Terms & Conditions: Work consists of changing of filters and oil fluids, at 250 Hour Intervals to include but not limited to oil samples to be sent for analysis. Vendor will travel to jobsite will perform all work on-site within Hidalgo County boundaries. BID IS FOR A ONE (1) YEAR PREVENTATIVE MAINTENANCE AGREEMENT FOR (2) TWO VOLVO MODEL T-450D SCRAPERS SERIAL # 17030 & 17016.

LEVEL- I 250 Hrs Minimum of 3 x Per Yr.	LEVEL -II 500 Hrs Minimum of 2 x Per Yr.	LEVEL -III 1000 Hrs Minimum of 1 x Per Year	LEVEL -IV 2000 Hrs Minimum of 1 x Per Yr.
Change Oil	Repeat Level- I	Repeat Level- I & II	Repeat Levels I, II & III
Change Engine Filters	Drain Water/Sed Fuel Tank	Check Play in Bearings and Pivot Pins, Steering Cyl Attachments	Change Hydraulic Oil
Lube Chassis	Check Brake Disc., Wear	Check Brake Lining, Parking Brake	Replace Hydraulic Filter & Breather
Check Oil Level, Frame Joint Bearings	Check Air Pressure and Wear on Tires	Change Coolant Filter	Replace Return Oil Filter Cooling Fan
Fluid Top-Off (Limited)	Check condenser	Change HYD Breather	Change Drive Axle Oil & Breather
Drain Water/Sed Fuel Tank	Check Steering Joint Bearings	Change HYD Filter	Change Drop Box Oil & Breather Filter
Change Fuel Filters	Check Antifreeze Coolant	Replace Breather Filter, Brake Cooling Oil Tank	Check And Adjust Valves Clearance
Replace Outer Air Filters	Replace Cab Filters	Change Transmission Oil	Replace Air Drier Filter Cartridge Brake
Replace Inner Air Filters	Oil Samples	Change Trans Filter & Breather Filter	Change Oil, Frame Joint Bearing
Clean Cab Filters		Change Fuel Tank Breather	Check Frame Joint Bearing
Oil Samples		Replace Return Oil Filter Brake Cooling	Oil Samples
		Change Brake Cooling Oil	
		Oil Samples	

BID PAGE

"PREVENTATIVE MAINTENANCE AGREEMENT FOR TWO VOLVO SCRAPERS MODEL T 450D PRECINCT NO. 4"

PROJECT #09-243-08-12-OGG

PRICE MUST BE BASED ON 250 HR INTERVALS:

		3 Times Per Year/Unit	2 Times Per Year/Unit	1 Time Per Year/Unit	1 Time Per Year/Unit	
MODEL	SERIAL #	LEVEL I 250 HRS	LEVER II 500 HRS	LEVEL III 1000 HRS	LEVEL IV 2000 HRS.	TOTAL AMOUNT
T 450D	17016	853.88	1060.00	2592.88	4223.39	
T 450D	17030	853.88	1060.00	2592.88	4223.39	
GRAND TOTAL		5,123.28	4240.00	5,185.76	8,446.78	22,995.82
		1@250 1@750 1@1250	1@500 1@1500			

OPENED
9:38 am
8-12-09
Witnessed

AI-16697 **22.E.1.**

Hidalgo County Tax Assessor/Collector Office - Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes

CC REGULAR

Date:	08/18/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Tax Office

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications and/or requirements as attached hereto for: "Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes" within Hidalgo County-Bid No. 2009-259-07-15-ERT.

BACKGROUND

Contract amount is for $31,645.00. Contract No. C-09-259-08-18-Questmark Information Manangement, Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-15-140-001-0-350

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $34,954.83.

Attachments

Link: Memo Recommendation, Participation Log and Tabulation Sheet

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	07/30/2009 09:21 AM	APRV
2	Budget & Management	Erika Zamora	07/30/2009 10:58 AM	APRV
3	Perla Lopez	Perla Lopez	08/11/2009 04:33 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Eric Trevino Started On: 07/28/2009 01:42 PM

Final Approval Date: 08/14/2009

PURCHASING DEPARTMENT

County Of Hidalgo

RECEIVED
JUL 21 2009
By 10:31am

MEMORANDUM

TO: **ALL DEPARTMENT HEADS**

FROM: Eric Trevino, Buyer
Hidalgo County Purchasing Department

DATE: July 16, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-259-07-15-ERT
HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE - "PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, July 21, 2009 at 5:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, July 28, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) QuestMark	Meets all Requirements
2.)	
3.)	
Budget account # - 4-1100-415-15-140-001-0-350	

Pablo (Paul) Villarreal — PAUL VILLARREAL — HCTO — 7-21-09

Authorized Signature — Printed Name — Department — Date

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

IBF-RFP-RFQ-RFI

BID OPENING DATE: July 15, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY TAX OFFICE- "PRINTING AND MAILIN OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES".

BID NO.: 2009-259-07-15-ERT

NAME OF VENDOR COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF	DATE	MAILING ADDRESS, PHONE No & E-MAIL ADDRESS
Laser Printers & Mailing Service Attn: Katy	Lone Star	ERT	06/29/09	8701 Perrin Beitel San Antonio, TX 78217 (210) 590-6565 office (210) 590 – 1620 fax katy@lpmsi.com
Easy Access Attn: Mike Braun	Vendor picked up packet	ERT	06/29/09	4200-A N. Bicentennial Dr. McAllen, TX 78504 (956) 682-3466 office (956) 682-0372 fax mgbraun@hecorp.com
Copy Zone Attn: Tony Corso	Velocity Express	ERT	06/29/09	4131 N. 10th St. McAllen, TX 78504 (956) 668-9600 office (956) 668-7818 fax tcorso@copyzone.net or bob@copyzone.net
Sam Hughes	Fed-Ex	ERT	06/29/09	304 Summit Way Norman, OK 73071 (405) 310-6508 home shughes@myriadsystems.com
QuestMark Information Management, Inc Attn: Kelly	Lone Star	ERT	06/29/09	9440 Kirby Drive Houston, Texas 77054 (713) 662-9022 Business kellyr@qiminc.com
PSC Info Group Attn: Charlie McGee	Fed Ex	ERT	06/29/09	105 Montgomery Avenue Oaks, PA 19456 (610) 650-3964 Business cmcgee@pscinfogroup.com
OutSource Data Center Attn: Kevin	Lone Star	ERT	06/29/09	1000 N. Post Oak Rd. Ste 250 Houston, TX 77055 (713) 864-3311 Business kgodwin@outsourcedatacenter.com
Curtis 1000 Attn: Oscar Zapata	Velocity Express	ERT	06/29/09	1620 Xanthisma Avenue McAllen TX 78504 (956) 605-1309 Business ozapata@curtis1000.com

South Texas Printing Attn: Juan Cano	Vendor picked up packet	ERT	06/29/09	PO Box 3946 Edinburg, TX 78540 (956) 457-3091 stexasprint@aol.com
Gateway Printing Attn: Jr Cordello	Velocity Express	ERT	06/29/09	315 S. Closner St Edinburg, TX 78539 (956) 383-3861 Office kelly@gatewayp.com
American Print Management Attn: Melissa Miley	Fed Ex	ERT	06/29/09	1051 Sheffler Drive - P.O. Box W Chambersburg, PA 17201 (717) 709-0990 Office Melissa.Miley@e-LYNXX.com
AMG Printing & Mailing, LLC Attn: Aaron Gonzales	Fed Ex	ERT	07/06/09	10203 Kotzebue St STE 110 San Antonio, TX 78217 210-832-8850 Office aaron@amgprinting.com
Pinncale Data Systems Attn: Peggy Banks	Fed Ex	ERT	07/06/09	4020 Johnson Ferry Drive Marietta, GA 30062 1-888-259-6601 X 525 Office 770-977-9165 Home Office peggybanks@pinnacledatasystems.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET (COMPARISON)

DEPARTMENT NAME: Hidalgo County Tax Assessor/Collector

BID OPENING DATE: July 15, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"- Hidalgo County Tax Assessor/Collector

BID NO: 2009-259-07-15-ERT	**BUYER: Eric Trevino**

	NAME OF COMPANY	UNIT PRICE	TOTAL PRICE
#1	Quest Mark Information Management, Inc 9440 Kirby Drive Houston, TX 77054	Item I - $13,020.00 Item II – $2,100.00 Item III - $6,000.00 Item IV 1. $4,159.00 Item IV 2. $4,936.00 Item IV 3. $540.00 Item IV 4. $890.00 Item V - $0.00	**$31,645.00**
#2	Gateway Printing and Office Supply, Inc 315 South Closner Edinburg, TX 78539	NO BID	NO BID
#3	Myriad Systems, Inc. 2627 E. I-44 Service Rd Oklahoma City, Oklahoma 73111	Item I - $22,750.00 Item II – $3,000 Item III - $7,000 Item IV 1. $4,125.00 Item IV 2. $5,400.00 Item IV 3. $350.00 Item IV 4. $1,050.00 Item V - $0.00	$43,675.00

#4	EASY ACCESS, INC 4200-A N. Bicentennial Drive Mcallen, TX 78504	Item I - $12,775.00 Item II – $2,630.00 Item III - $8,225.00 Item IV 1. $5,412.00 Item IV 2. $6,663.00 Item IV 3. $1,064.35 Item IV 4. $1,911.00 Item V - $0.00	$38,680.35
#5	LASER PRINTERS AND MAILING SERVICES 8701 Perrin Beitel San Antonio, TX 78217	Item I - $17,850.00 Item II – $3,000.00 Item III - $7,490.00 Item IV 1. $4,119.50 Item IV 2. $4,854.00 Item IV 3. $735.00 Item IV 4. $700.00 Item V - $0.00	$38,748.50

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-259-08-18

THIS CONTRACT is made and entered into this **18th** day of **August, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Questmark Information Management, Inc.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Printing & Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"** for **Hidalgo County Tax Assessor/Collector** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the Request for Bid, a copy of the Request for Bid attached hereto as Exhibits A, the Addendum attached as Exhibit A-1; the company's bid is attached hereto as Exhibit B, all such documents incorporated herein for all purposes (the "Bid Page"); and

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Tax Assessor/Collector** . This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Tax Office or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. The period of performance of company's services and term of this contract shall be as to Exhibits "A-1" ("Addendum") and Exhibit "B-1" ("Acknowledgment") of the RFB, which is all based with upon receipt of data tapes or FTP files from Tax Assessor. However, at the sole discretion of the Hidalgo County Tax Assessor/Collector the two weeks or less time frame may be extended if delay is caused by the Hidalgo County Tax Office, or for good cause, to be determined by the Hidalgo County Tax Assessor/Collector.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall

be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	**The County of Hidalgo** **Attn: County Judge** **100 E. Cano** **Edinburg, Texas 78539**
If to Company	Questmark Information Management, Inc. Beth Ludere, CEO 9440 Kirby Drive Houston, TX 77054

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"
BID NO: 2009-259-07-15-ERT
Bid Opening Date: July 15, 2009 at 9:30 AM

To supply Hidalgo County Tax Assessor/Collector's office with a bid on the following items:

Item I: Approximately 350,000 1-Part Laser Printed Tax Statements
Item II: Approximately 100,000 Laser Printed Tax Roll Pages
Item III: Folding, Inserting, Presorting, & Mailing of Tax Statements, (Item I).
Item IV: Envelopes required for mailing, (Item I).
Item V: Freight charge must be part of the bid process.

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. All written inquiries will be accepted via facsimile (956) 292-7612 or via e-mail eric.trevino@co.hidalgo.tx.us no later than Monday, July 6, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 10, 2009 by 5:00 P.M. **Telephone Inquiries will not be accepted.**

Only Bids that include the three (3) items will be considered. Bids should be in a cost per piece format based on the number of items listed above.

A performance bond in the full amount of the quoted amount will be required form the firm that is awarded the contract to guarantee compliance as to specifications and delivery date.

ITEM I. **TAX STATEMENT**

1. Size: 8 1/2" x 14" printed on two-sides.
2. Perforated for return payment stub (horizontal).
3. Laser printed Tax Statements on 20 lb. **must** be printed in **light blue** color paper in black ink.
4. Statement must be designed for the collection of taxes printed on two-sides for multiple entities.
5. Statement must be designed to be mailed in a special window envelope designed by the Tax Office.
6. Printing on statement must conform to all U.S. Postal Service regulations for Automation Mailing Discounts.
7. Provide (Delivery Point Barcode) on Statement Address to comply with U.S. Postal Service regulations.
8. All tax information for the statements must be extracted from removable storage media provided by Hidalgo County, **External HD, DVDs.**
9. Print selected information in **Delivery Bar Code / OCR** in compliance with Tax Office and ACT, (Automated Collections Technology, Inc.) software requirements.
10. Print selected messages in English and Spanish.
11. Printed in zip code order and alphabetical order within the zip code.

12. **Need PDF files of statements broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM II. TAX ROLLS

1. Laser printed on #24 white paper.
2. Printed on 8 ½" x 11" loose sheets, **(Do Not Bind).**
3. All information for tax roll must be extracted from removable storage media provided by the Hidalgo County Tax Office. (External HD,DVDs, or FTP Delivery).
4. Tax roll must be printed as specified by Tax Office.
5. **Need PDF files of tax rolls broken down by 4gb DVDs. The PDF files need to be full text searchable.**

ITEM III. FOLDING, INSERTING, SORTING, AND MAILING TAX STATEMENTS

1. Statements must be folded and inserted into a special window envelope, so that name and address and Delivery Point Barcode is visible and in compliance with U. S. Postal Service specifications for automated processing.

2. Statement(s), and a #9 return envelope will be inserted into a #10 special window envelope.

3. Statements must be sorted and packaged in a manner that will minimize the cost of mailing. Sort statements in singles, doubles, triples or more to take advantage of Post Office discounts. All statements with the same owner and address must be consolidated and mailed in a single envelope or package. Mail must be pre-sorted in a manner to take advantage of all discounts offered by the U.S. Postal Service. Postage will be the responsibility of the Hidalgo County Tax Office.

ITEM IV. ENVELOPES REQUIRED FOR MAILING ON (ITEM I)

1. Return Envelopes #9.
2. Special Window Envelopes #10.
3. #28 Brown Kraft Wove Booklet Envelopes.
4. #28 White Wove Window Booklet Envelopes.
5. #14 Kraft Business Envelopes.

ITEM V. FREIGHT CHARGE MUST BE PART OF THE BID PROCESS.

Printing Instructions:

TAX STATEMENTS	File	Printed Copies	PDF Image Copy
1. Non Mortgage accounts (Zip, Alpha) ---	1	1	1
2. Mortgage accounts (Zip, Alpha) –Customer Copy---	1	1	2
3. Mortgage accounts (Mort, X-Ref) –Tax Office---	1	1	1

To Be Mailed by Tax Office
(Approx. 40,000 Mortgage Accounts)
40,000 Customer Copy for a total of 80,000

TAX ROLLS

Real Property Tax Roll (X-Ref) ----------	1	1	1
Personal Property (X-Ref) ----------	1	1	1
Mineral (X-Ref) ----------	1	1	1
SEB-All properties (X-Ref) ACT #41 ---------	1	1	1
SEE-All properties (X-Ref) ACT #42 ---------	1	1	1
SLJ-All properties (X-Ref) ACT #49 ---------	1	1	1
SPA-All properties (X-Ref) ACT #43 ---------	1	1	1
SLV-All properties (X-Ref) ACT #44 ---------	1	1	1
SMA-All properties (X-Ref) ACT #45 ---------	1	1	1
SMC-All properties (X-Ref) ACT #46 ---------	1	1	1
SML-All properties (X-Ref) ACT #47 ---------	1	1	1
SMS-All properties (X-Ref) ACT #48 ---------	1	1	1
SPR-All properties (X-Ref) ACT #50 ---------	1	1	1
SSL-All properties (X-Ref) ACT #51 ----------	1	1	1
SVV-All properties(X-Ref) ACT #52 ----------	1	1	1
SWL-All properties(X-Ref) ACT #53 ----------	1	1	1
CAN-All properties(X-Ref) ACT #21 ----------	1	1	1
CED-All properties(X-Ref) ACT #24 ----------	1	1	1
CES-All properties(X-Ref) ACT #23 ----------	1	1	1
CGR-All properties(X-Ref) ACT #25 ----------	1	1	1
CLV-All properties(X-Ref) ACT #26 ----------	1	1	1
CMC-All properties(X-Ref) ACT #28 ----------	1	1	1
CMS-All properties(X-Ref) ACT #32 ----------	1	1	1
CPM-All properties(X-Ref) ACT #22 ----------	1	1	1
CPN-All properties(X-Ref) ACT #34 ----------	1	1	1
CPR-All properties(X-Ref) ACT #33 ----------	1	1	1
CLJ-All properties (X-Ref) ACT #35 ----------	1	1	1
CPO-All properties (X-Ref) ACT #36 ----------	1	1	1
CSJ-All properties (X-Ref) ACT #37 ----------	1	1	1
CSV-All properties (X-Ref) ACT #39 ----------	1	1	1
CWL-All properties (X-Ref)ACT #40 ----------	1	1	1

Upon completion of above mentioned processes, Tax Office personnel will inspect the statements and authorization from **Mr. Armando Barrera, Jr., Tax Assessor-Collector** must be obtained in order to release the statements for mailing. Tax Rolls will be delivered to 2804 S. US Hwy 281, Edinburg, Texas.

REQUIREMENTS, TERMS AND CONDITIONS

1. Two week or less turnaround from the **date** or receipt of HD or FTP files. May **be extended if delay is caused by the Hidalgo County Tax Office or for good cause, to be determined by Hidalgo County Tax Assessor-Collector.**

2. Vendors must provide samples of proposed items for approval prior to printing mailing.

3. **Bid amount must include materials, conversion of data, delivery and all other related**

costs.

4. Postage will be responsibility of the Hidalgo County Tax Office.

5. **A sample of the Tax Statement, Tax Roll, Return Envelope, and the Window Envelopes is provided for your review.**

6. Hidalgo County reserves the right to accept or reject all or any part of all bids, to waive all technicalities and to accept the lowest responsive responsible bid.

7. Hidalgo County may utilize "**State Awarded Contracts**" when it is in the County best interest to do so.

8. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product to County for the bid price.

9. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

10. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

11. **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to HIDALGO COUNTY.**

12. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

13. **Bidder(s) commitment to deliver order by no later than <u>September 7, 2009.</u>**

14. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

15. Any contract awarded to a successful bidder will be in effect until;
    a) The contract expires
    b) Delivery acceptance of products and/or performance of services ordered, or
    c) Terminated by County with thirty (30) days written notice prior to be cancellation.

DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

5. Failure to comply with the submittals of this specification.

Market Volatility and Unit Price Adjustments:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within

ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND EVNVELOPES"
BID No: 2009-259-07-15-ERT
Bid Opening Date: July 15, 2009 at 9:30 AM

FORMAL BID

ITEM I: APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS

ITEM II: APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES

ITEM III: FOLDING, INSERTING, PRESORTING AND MAILING OF TAX STATEMENTS, (ITEM I)

ITEM IV 1.: RETURN ENVELOPES #9

ITEM IV 2.: SPECIAL WINDOW ENVELOPES #10

ITEM IV 3.: #28 BROWN KRAFT WOVE BOOKLET ENVELOPES

ITEM IV 4.: #28 WHITE WOVE WINDOW BOOKLET ENVELOPES

ITEM IV 5.: #14 KRAFT BUSINESS ENVELOPES

ITEM V: FREIGHT MUST BE INCLUDED IN BID IN ORDER TO ASSIST POTENTIAL PARTICIPANT(S) IN THE CALCULATION OF FREIGHT-CHARGES FOR INCLUSION ON THE BID PAGE

TOTAL BID PRICE:

COMMITMENT TO DELIVER: BY NO LATER THAN: September 7, 2009 Yes___ No___

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "A-1"
ADDENDUM NO. 2

PURCHASING DEPARTMENT
County Of Hidalgo

July 8, 2009

RE: ADDENDUM NO.2
FOR RFB No.: 2009-259-07-15-ERT
"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"- Hidalgo County Tax Assessor/Collector Office

Dear Bidder:

Attached you will find **ADDENDUM NO. 2, PAGE 1 OF 2** in connection with **"HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE"**-request for bids for **"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes".**

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

Acknowledge receipt of ADDENDUM NO. 2 by signing and returning this notice to us VIA FAX AT (956) 292-7612 or VIA E-MAIL TO eric.trevino@co.hidalgo.tx.us .

If you do not receive 2 pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your RFB packet for **"PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE.**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO. 2
ACKNOWLEDGMENT OF RECEIPT

MLS/ert
Enclosures

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

ADDENDUM NO. 2

July 8, 2009

Hidalgo County Tax Assessor/Collector Office
"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"
RFB NO.: 2009-259-07-15-ERT

PLEASE NOTE THE FOLLOWING CHANGES:

1. On EXHIBIT "A" SPECIFICATIONS page 4 #13 should read **Bidder(s) commitment to have all envelopes available in your warehouse no later than September 30, 2009.**

2. On EXHIBIT "B" BID PAGE page 1 on the very bottom should read **Bidder(s) commitment to have all envelopes in your warehouse no later than September 30, 2009.**

3. On EXHIBIT "A" SPECIFICATIONS page 4 a new number was added which is #16 and it's going to read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**

4. On EXHIBIT "B" BID PAGE page 1 on the very bottom it's going to also read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**

I, _____, acknowledge receipt of ADDENDUM NO. 2 dated, July 8, 2009, for RFB –"PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE.

_____ _____

Printed Bidder Name Date

_____

Company Name

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

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY TAX ASSESSOR/COLLECTOR
"PRINTING & MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND EVNVELOPES"
BID No: 2009-259-07-15-ERT
Bid Opening Date: July 15, 2009 at 9:30 AM

		FORMAL BID
ITEM I:	APPROXIMATELY 350,000 1-PART LASER PRINTED TAX STATEMENTS	13,020.00
ITEM II:	APPROXIMATELY 100,000 LASER PRINTED TAX ROLL PAGES	2,100.00
ITEM III:	FOLDING, INSERTING, PRESORTING AND MAILING OF TAX STATEMENTS, (ITEM I)	6,000.00
ITEM IV 1.:	RETURN ENVELOPES #9	4,159.00
ITEM IV 2.:	SPECIAL WINDOW ENVELOPES #10	4,936.00
ITEM IV 3.:	#28 BROWN KRAFT WOVE BOOKLET ENVELOPES	540.00
ITEM IV 4.:	#28 WHITE WOVE WINDOW BOOKLET ENVELOPES	890.00
ITEM IV 5.:	#14 KRAFT BUSINESS ENVELOPES	- 0 -
ITEM V:	FREIGHT MUST BE INCLUDED IN BID IN ORDER TO ASSIST POTENTIAL PARTICIPANT(S) IN THE CALCULATION OF FREIGHT-CHARGES FOR INCLUSION ON THE BID PAGE	- 0 -
TOTAL BID PRICE:		$31,645.00

COMMITMENT TO DELIVER: BY NO LATER THAN: September 7, 2009 Yes ✓ No ___

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: Questmark Information Management, Inc

ADDRESS: 9440 Kirby Drive

CITY/STATE/ZIP CODE: Houston TX 77054

PHONE & FAX NO'S: 713-662-9022 - 713-662-9660

CELLULAR NO: 832-444-5241 - Daryl Renfrow

E-MAIL ADDRESS: darylwr@giminc.com, kellyr@giminc.com
bethl@giminc.com

AUTHORIZED SIGNATURE: Beth Ludeke

PRINTED NAME: BETH LUDEKE

TITLE CEO

EXHIBIT "B-1"
ADDENDUM ACKNOWLEDGMENT

ADDENDUM NO. 2

July 8, 2009

Hidalgo County Tax Assessor/Collector Office
"Printing and Mailing of 2009 Tax Statements, Tax Rolls and Envelopes"
RFB NO.: 2009-259-07-15-ERT

PLEASE NOTE THE FOLLOWING CHANGES:

1. On EXHIBIT "A" SPECIFICATIONS page 4 #13 should read **Bidder(s) commitment to have all envelopes available in your warehouse no later than September 30, 2009.**
2. On EXHIBIT "B" BID PAGE page 1 on the very bottom should read **Bidder(s) commitment to have all envelopes in your warehouse no later than September 30, 2009.**
3. On EXHIBIT "A" SPECIFICATIONS page 4 a new number was added which is #16 and it's going to read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**
4. On EXHIBIT "B" BID PAGE page 1 on the very bottom it's going to also read **Bidder(s) commitment to print and deliver mail out of tax statement no later than November 1, 2009.**

I, DARYL RENFROW, acknowledge receipt of ADDENDUM NO. 2 dated, July 8, 2009, for RFB –"PRINTING AND MAILING OF 2009 TAX STATEMENTS, TAX ROLLS AND ENVELOPES"-HIDALGO COUNTY TAX ASSESSOR/COLLECTOR OFFICE.

Daryl Renfrow
Printed Bidder Name

07.09.09
Date

QuestMark Information Mgt. Inc
Company Name

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

Client#: 600 QUEST3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/10/2009

PRODUCER
Ins. Assoc. of the S.W., LLC
P. O. Box 441767
Houston, TX 77244
281 558-6363

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
Questmark Information Management, Inc.
9440 Kirby Drive
Houston, TX 77054

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic Lloyds	
INSURER B: Republic Underwriters Ins	24538
INSURER C: Hartford Underwriters Ins.	30104
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: [X] POLICY [ ] PRO-JECT [ ] LOC	TXP5364271	04/30/09	04/30/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $10,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP5634272	04/30/09	04/30/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	UMB5364273	04/30/09	04/30/10	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	61WBCPO4360	04/30/09	04/30/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION 10 Days for Non-Payment

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
Michael W Turner

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

AI-16576 **22.F.1.**

Letter of Engagement/Consultant for Re-districting Plan

CC REGULAR

Date:	08/18/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Elections

Information

CAPTION

Discussion and action on final negotiated Letter of Engagement (as authorized by CC on 6-2-09) which includes a best and final offer, with the Hon. Rolando L. Rios for Consultant Services for Redistricting Plan-Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-414-00-130-001-0-339

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

BUDGETARY IMPACT:

*pending AI-16989 transfer of $78,000.00

Attachments

Link: Service Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 01:14 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:02 PM	APRV
3	Roland Garcia	Rolando Garcia	08/14/2009 05:06 PM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 07/16/2009 05:00 PM

Final Approval Date: 08/14/2009

R O L A N D O L . R I O S A N D A S S O C I A T E S , P L L C

www.riosredistricting.com rrios@rolandorioslaw.com

REDISTRICTING LEGAL SERVICES RETAINER AGREEMENT

This agreement is to confirm the terms of the negotiations between Rolando L. Rios & Associates, PLLC (the Firm) and **Hidalgo County** (the Jurisdiction) for the purpose of providing redistricting services.

A. SERVICES

1.) Early Estimate of Population Disparity and prepare pre-census analysis: Analysis of the existing single member districts of the commissioner's, justices of the peace and constable precincts to determine potential changes using latest demographic, census and voter registration updates. Prepare ratios of population to elected official where appropriate for analysis and decision making. This process will take place in **2009-2010**

2.) Redistricting Plans: Prepare redistricting plans using the latest population data for the commissioners' consideration and selection. This process will occur as the latest population data becomes available. **2010-2011**

3.) Federal and State Approval: Submit to the United States Department of Justice for approval the adopted plan in time for the planned elections. This process will take place in **2010-11**.

B. TASKS: Attachment A list tasks designed to accomplish services and is incorporated as part of this contract.

C. DATA: The Firm agrees to provide redistricting plans for the approval of the Jurisdiction using the 2010 United States Census Data. The Firm agrees to use electronic software that is compatible with software used by the Jurisdiction. Upon approval of a redistricting plans by the Jurisdiction, the Firm agrees to submit and obtain approval by the United States Department of Justices as required by Section 5 of the Federal Voting Rights Act, 42 USC 1973c.

D. FEE STRUCTURE

1.) With a population of approximately **752,909** (latest average estimate) the Jurisdiction agrees to pay **$ 225,000.00** as total fee for redistricting services plus costs not to exceed **$15,000.00**. Said project is to use the latest census data available. The fee will be paid as described follows:

a.) Payments of $9,000 for the first 22 Tasks with deliverables as described in **Attachment A** and two final payments of $13,500 each upon completion of **Task 23 and 24.**

b.) Seven of the Tasks are to be completed in 2009 as proposed in **Attachment B**;

c.) Four of the Tasks are to be completed in 2010 as proposed in **Attachment B**;

d.) The remaining thirteen Tasks are to be completed in 2011 as proposed in **Attachment B**; however, Tasks described for completion in late 2010 or early 2011 may be modified depending upon availability of the census block data and agreed to by the parties.

c.) Cost and expenses will be billed as incurred with each Task and will include costs for the following activities and as further described in **Attachment C**:

a. Printing Maps – color or black and white.
b. Travel expenses for meetings with clients and staff.
c. Costs associated with conducting public hearings as recommended by clients.
d. Copying, document preparation, faxes and scanning.
e. Postage and fed express.
f. Costs associated with purchasing data sets from US Census Bureau.

E. SCOPE OF ATTORNEY-CLIENT RELATIONSHIP: This Retainer Agreement establishes a limited attorney-client relationship only between the Firm and the Jurisdiction. The relationship exists only as to the services described above. The Retainer Agreement does not impose any duty upon the Firm to provide advice or work to the Jurisdiction regarding legal matters absent a request for such advice or work from the Jurisdiction regarding legal matters. If a lawsuit or other adversarial matter is brought against the Jurisdiction and/or any elected official or employee of the Jurisdiction, the Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter. Fees for any engagement for

services described herein will be fixed at $195 per hour for attorney time and $85 per hour for paralegal fees**.**

Executed this _____ day of _____, 2009.

ROLANDO L. RIOS & ASSOCIATES, PLLC **HIDALGO COUNTY**

by:_____ by:_____
Rolando L. Rios Title: County Official
Title: Owner

Approved as to Form:

by: _____
Atlas & Hall L.L.P.

Attested:

by:_____
Arturo Guajardo Jr., County Clerk

ATTACHMEMT A

TASKS

1. Download and update ESRI shape files for existing Hidalgo County voting precincts and compare to state files and make appropriate adjustments;

2. Monitor census timeline and county compliance; meet with US Census officials on procedures directed at minimizing the undercount.

3. Download and analyze voter registration and turn out for general elections from 2000 to present.

4. Download existing single commissioner districts and provide analysis of population with demographics.

5. Provide a pre-census analysis of existing commissioner precincts, justice of the peace precincts, constable precincts and voting precincts. Provide scenarios of population to elected official ratios as compared to other comparable jurisdictions; provide analysis of projected growth for the jurisdiction and the respective districts.

6. Analysis of voter registration using 2002, 2004, 2006, 2008 data for each precinct and single member district; update using Nov. 2008-09 data.

7. Analysis of voter turn out using 2002, 2004, 2006, 2008 data for each precinct and single member district; update after Nov. 2008-09 data

8. Identify communities of interest / local interest groups with narrative description and geo-coding.

9. Analysis of existing redistricting and census undercount law.

10. Interview incumbents and document priorities of respective precincts and identify communities of interest.

11. Obtain input from incumbents on potential changes to respective commissioner precincts

12. Analysis of existing districts using 2010 census data and requirements of the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

13. Conduct public hearings on redistricting plans as scheduled by clients.

14. Analysis of proposed districts using 2010 census data and requirements of the relevant Texas State Law and the 14th Amendment and Section 2 and 5 of the Federal Voting Rights Act, 42 USC 1973 & 1983.

15. Coordinate the redistricting process with local redistricting committee should the county decide to establish such a committee.

16. Analysis of plans being considered to ensure they comply with Section 2 and Section 5 of the Federal Voting Rights Act, 42 U.S.C. 1973.

17. Present plans of County Commissioner Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

18. Present plans of Justice of the Precinct Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

19. Present plans of Constable Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

20. Present plans of Election Administrations' Voting Precincts to Hidalgo County Commissioners Court and obtain approval of a plan.

21. Prepare and submit adopted plans to the Department of Justice for Section 5 pre-clearance.

22. File approved plan with appropriated Texas State Agencies.

23. Make appropriate adjustment that may be necessary as part of the post redistricting process and election analysis to insure that the elections are voter friendly.

24. Should litigation ensue on any of the redistricting plans, the Rios Firm has extensive in both federal and state litigation and will be available by separate contract to represent Hidalgo County.

ATTACHMENT B

SCHEDULE OF WORK PRODUCT DELIVERABLES:

August 30, 2009:	delivery of work product for Task 1 through 5.
November 30, 2009:	delivery of work product for Task 6 through 7
March 15, 2010:	delivery of work product for Task 8
September 15, 2010:	delivery of work product for Task 9 through 11
Feb 15, 2011:	delivery of work product for Task 12
April 15, 2011:	delivery of work product for Tasks 13 through 15
June 15, 2011:	delivery of work product for Tasks 16 through 20
Sept 15, 2011:	delivery of work product for Tasks 21 through 24.

(All tasks and schedule are planned to insure that Hidalgo County can obtain approval from the Department of Justice and comply with Sec.2 and Sec. 5 of the Federal Voting Rights Act in order to conduct their election schedule without interruption)

ATTACHMENT C

SCHEDULE OF COSTS:

g. Printing Maps – color or black and white.

i. Color – Letter or legal size .95
ii. Color – Ledger 2.30
iii. Black and white – letter or legal size .10
iv. Color wall size 15.00

h. Travel expenses for meetings with clients and staff.

i. Travel .58 per mile or cost of most economical airline tickets
ii. Air Travel most economical travel
iii. Hotel not to exceed $100 per day
iv. Meals not to exceed $39 per day

i. Costs associated with conducting public hearings as recommended by clients.

i. Travel (see para h above)
ii. Document preparation (see para j below)
iii. Rental of hearing rooms and audio equipment (as billed)

j. Copying, document preparation, faxes and scanning.

i. Copies .10
ii. Tabs, Alpha or Numeric .25
iii. Binding
    1. 1 inch $3.25
    2. 2 inch $5.25
    3. 3 inch $8.25

k. Postage and express mail.

i. US Mail as billed
ii. Express Mail as billed

l. Costs associated with purchasing data sets from US Census Bureau.

i. As billed by the United States Census Bureau

(All expenses will be provided with a receipt associated with each expense.)

AI-16899 **22.G.1.**

Approval Final Construction Contract- Ramon Leal Subdivision-Closner Construction

CC REGULAR

Date:	08/18/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Approval of final construction contract (awarded on 06-08-09) for C-CAP-09-132-06-08 Road & Drainage Construction for Ramon Leal Subdivision between Hidalgo County and Closner Construction Co., LC in the amount of $93,167.06-project engineer-Izaguirre Engineering Group, LLC.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-591-0-733/731

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

BUDGETARY IMPACT:

Refer to Requisition No. 157294. (Pending approval of Final Construction Contract)
Obj. Code 733 Available balance as of 8/13/09 is $28,573.16.
Obj. Code 731 Available balance as of 8/13/09 is $58,060.91.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-591-0-731

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

BUDGETARY IMPACT:

Refer to Requisition No. 157294. (Pending approval of Final Construction Contract)
Available balance as of 8/13/09 is $6,532.99.

Attachments

Link: c brkdwn r leal 16899

Link: ai request 19899

Link: contract r leal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 09:36 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:32 AM	APRV
3	Perla Lopez	Perla Lopez	08/13/2009 11:36 AM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Yvette Islas Started On: 08/10/2009 11:48 AM

Final Approval Date: 08/14/2009

Ramon Leal Subdivision
CSJ: 3C1080591
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	7.77	STA	$550.00	$4,273.50
110	Excavation (Roadway)	476	CY	$3.50	$1,666.00
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	1526	SY	$0.90	$1,373.40
204	Sprinkling	31.1	MG	$45.00	$1,399.50
216	Proof Rolling	4130	SY	$0.85	$3,510.50
247	Flex Base (RD DEL) TY "E" GR4	556	CY	$17.85	$9,924.60
251	Rewrk Base Mtrl (DC)(TY "D") (8")	2501	SY	$2.75	$6,877.75
310	Prime Coat (MC-30)	411.2	GAL	$6.50	$2,672.80
340	Asph Conc ACP Surface (TY "D") (1.5")	2056	SY	$7.35	$15,111.60
500	Mobilization	1	LS	$3,500.00	$3,500.00
502	Barricades, Signs and Traffic Handling	1	LS	$2,500.00	$2,500.00
506	Temp Sedmt Cont Fence (Install)	140	LF	$3.25	$455.00
506	Temp Sedmt Cont Fence (Remove)	140	LF	$1.00	$140.00
560	Mailboxes	7	EA	$175.00	$1,225.00
644	Smal RDSD SGN ASSM (TY "A")	6	EA	$325.00	$1,950.00
2500	EN-1 Treat Sub-Base (DC) (771 CY)	2501	SY	$1.75	$4,376.75
2500	EN-1 Roadbond (771 CY)	14.1		$125.00	$1,762.50
6000	Utility/Service Adjustments**	1	LS	$1,875.00	$1,875.00
	SubTotal Base Bid				**$64,593.90**

** **Item is not Allowable.**

	DRAINAGE				
530	Driveways (TY PRB-1)	498.27	SY	$8.00	$3,986.16
464	RCP (CL III) (18")	104	LF	$28.00	$2,912.00
465	Inlet (Type "C") (3x3 Grate)	5	EA	$1,275.00	$6,375.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6)	4	EA	$1,250.00	$5,000.00
5000	Corrugated HDPE Culvert Pipe (15")	515	LF	$20.00	$10,300.00
	SubTotal Drainage				**$28,573.16**
	GrandTotal Roadwork Base Bid and Drainage				**$93,167.06**

Roadwork Allocation:	**$ 53,600.99**	Drainage Allocation:	$ 15,570.00
Transfer Contingency Line Item:	$ 2,937.48	Low Bid Drainage:	$28,573.16
Maximum 25% Allowed Transfer Increase*	$ 1,522.44	Transfer La Homa Est. - Drainage	$13,003.16
Total Allocation and Transfer	$58,060.91	Overrun/Underrun	$ -
Overrun/Underrun	($6,532.99)		

* **$500,000.00/Mile Cap**

att #

16899

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Friday, August 07, 2009 4:40 PM
To: yvette.islas@co.hidalgo.tx.us
Cc: marcie.jackson@co.hidalgo.tx.us; M-I-N-G-O; Norma Ceballos ; 'dina trevino'; valde.guerra@co.hidalgo.tx.us; catia.garcia@auditors.co.hidalgo.tx.us
Subject: Agenda Item - Final Negotiated Contract Monica Acres and Ramon Leal
Attachments: Cost Breakdown monica acres.xls; Cost Breakdown Ramon Leal award letter.xls

Ms. Vette, please place these items on CC agenda for Tuesday 11th August 2009:

Approval of final negotiated contract for two 3rd Call Border Colonias Access Program projects located in Precinct 3 – Monica Acres C-Cap-09-256-07-01 and Ramon Leal Subdivision C-Cap-09-132-06-23
Project Engineer for Monica Acres: Javier Hinojosa Engineering
Project Engineer for Ramon Leal Subd: Izaguirre Engineering Group
Monica Acres Account Nos.: 9-1312-431-00-123-470-1-733 & 731
Ramon Leal Subdivision Acct Nos.:9-1312-431-00-123-591-0-731&733
Cost Breakdowns are attached.

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-132-06-08

This Agreement, entered into this **8th** day of **June, 2009**, by and between Hidalgo County, (hereinafter called the "OWNER," and CLOSNER CONSTRUCTION CO., L.C. (a Texas Liability 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 follows:

RAMON LEAL SUBDIVISION

Hereinafter called the project, for the sum of NINETY THREE THOUSAND ONE HUNDRED SIXTY-SEVEN Dollars and SIX Cents and all extra work in connection therewith under the terms and stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in Proposal, the General conditions and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Izaguirre Engineering Group, LLC, 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 WHREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: 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 27th day of July, 2009, by President (Title) Of and on behalf of Closner Construction Co LC (A corporation)

_____
Notary Public-Signature

Anel Rodriguez
Notary Public
STATE OF TEXAS
My Comm Exp. Nov. 10, 2010

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
~~800~~ 818 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

AI-16898 **22.G.2.**

Approval Final Construction Contract-Monica Acres Subdivision-Total Commitment

CC REGULAR

Date:	08/18/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.3

Information

CAPTION

Approval of final construction contract (awarded on 07-21-09) for C-CAP-09-256-07-21 Road & Drainage Construction for Monica Acres Subdivision between Hidalgo County and Total Commitment LLC in the amount of $72,295.00-project engineer-Javier Hinojosa Engineering.

BACKGROUND

Only two (2) pages of contract (include contract #, awarded vendor name, amount) are provided as back up, due to entire contract being too lengthy. Auditor's department is provided with one (1) fully executed original contract.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-123-470-1-733/731

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

BUDGETARY IMPACT:

Refer to Requisition No. 160141.
Obj. Code 733 Available balance as of 8/13/09 is $32,878.00.
Obj. Code 731 Available balance as of 8/13/09 is $39,417.00.

Attachments

Link: monica acres contract

Link: monica acres cost breakdown

Link: ai req

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/13/2009 09:31 AM	APRV
2	Budget & Management	Erika Zamora	08/13/2009 10:31 AM	APRV
3	Perla Lopez	Perla Lopez	08/13/2009 11:08 AM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW
Form Started By: Yvette Islas			Started On: 08/10/2009 11:05 AM	

E STATE OF TEXAS §
§
)UNTY OF HIDALGO §

CONSTRUCTION CONTRACT
C-CAP-09-256-07-21

lis Agreement, entered into this **21st** day of **July**, 2009 by and between Hidalgo County (hereinafter called the)WNER," and, **Total Commitment, LLC** (a Texas corporation), of County of Hidalgo, and State of Texas, hereinafter lled "CONTRACTOR".

WITNESSETH

hat for and in consideration of the payments and agreement hereinafter mentioned, to be made and performed by the)WNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as)llows:

MONICA ACRES SUBDIVISION

Hereinafter called the project, for the sum of **Seventy Two Thousand Two Hundred Ninety-Five** Dollars and **No** Cents **($72,295.00)** and all extra work in connection therewith, under the terms and stated in the General and Special Conditions)f 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 **_Javier Hinojosa Engineering**, 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 **90 consecutive calendar days thereafter**. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraphs 14.02.C and 14.07.C of the General Conditions.

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

APPROVED BY COMMISIONERS COURT ON, **July 21, 2009**.

CONTRACTOR: _____
Print Name & Title: Pedro A. Contreras Jr / Member
Name of Firm: **Total Commitment, LLC**
Address: **11435 N. Bryan Road**
Mission, Texas 78573
Fed I.D. #/SS #: **84-1657330**

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 31st day of July 2009, 2009, by Pedro A. Contreras / Member of and on behalf of **Total Commitment, LLC**.
(Name & Title) (A corporation)

_____
Notary Public-Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

Michael Israel Lerma
Notary Public, State of Texas
My Commission Expires:
July 6, 2013

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

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

ai-#
16898

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Friday, August 07, 2009 4:40 PM
To: yvette.islas@co.hidalgo.tx.us
Cc: marcie.jackson@co.hidalgo.tx.us; M-I-N-G-O; Norma Ceballos ; 'dina trevino'; valde.guerra@co.hidalgo.tx.us; catia.garcia@auditors.co.hidalgo.tx.us
Subject: Agenda Item - Final Negotiated Contract Monica Acres and Ramon Leal
Attachments: Cost Breakdown monica acres.xls; Cost Breakdown Ramon Leal award letter.xls

Ms. Vette, please place these items on CC agenda for Tuesday 11th August 2009:

Approval of final negotiated contract for two 3rd Call Border Colonias Access Program projects located in Precinct 3 – Monica Acres C-Cap-09-256-07-01 and Ramon Leal Subdivision C-Cap-09-132-06-23
Project Engineer for Monica Acres: Javier Hinojosa Engineering
Project Engineer for Ramon Leal Subd: Izaguirre Engineering Group
Monica Acres Account Nos.: 9-1312-431-00-123-470-1-733 & 731
Ramon Leal Subdivision Acct Nos.:9-1312-431-00-123-591-0-731&733
Cost Breakdowns are attached.

Agapito Vargas, Executive Director
Hidalgo County Border Colonias Access Program
301 East State
Pharr, TX 78577
Office Tel: 956/787-1891
Fax: 956/787-4683
Cell: 956/207-9850
email: agapito.vargas@co.hidalgo.tx.us

AI-16814 **22.H.1.**

Award of Bid - Purchase of Straw Hats - Sheriff's Office

CC REGULAR

Date:	08/18/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of contract to sole bidder (Boots N Jeans) meeting all specifications and/or requirements as attached hereto for "Hidalgo County Sheriff's Office - Purchase of Straw Hats" Bid No.: 2009-162-07-01-SMA

BACKGROUND

1. Current Contract expires Sept. 03, 2009
2. Contract Document has been sent to Legal Counsel for review & approval as to form.
3. Purchase of Straw Hats will be on an "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-421-00-280-001-0-605

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

BUDGETARY IMPACT:

Available balance as of 8-13-09 $47,159.30.

Attachments

Link: Participation Sheet, Tabulation & Recommendation Memo from dept.

Link: Contract Document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	08/12/2009 11:53 AM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:03 PM	APRV
3	Manuel Chapa	Manuel Chapa	08/13/2009 09:08 AM	APRV
4	Auditor's Office		08/14/2009 05:31 PM	NEW

Form Started By: Sandra Montalvo Started On: 08/05/2009 11:00 AM

Final Approval Date: 08/14/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: July 1, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: "PURCHASE OF STRAW HATS"

BID NO: 2009-162-07-01-SMA **BUYER:** SANDRA MONTALVO

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. KALIFA'S WESTERN WEAR, INC. **Attn: Abdala Kalifa**	EM	Sandra Montalvo	06-15-09	122 S. 17th Street McAllen, Texas 78501 956-687-5392 956-630-0813 kalifa7@aol.com
2. BOOTS & JEANS, INC. **Attn: Martin Masso**	EM	Sandra Montalvo	06-15-09	2005 W. Expressway 83 Weslaco, Texas 78596 956-968-8150 martymasso@hotmail.com
3. BULLRIDER WESTERN WEAR **Attn:**	EM	Sandra Montalvo	06-15-09	1606 S. 77 Sunshine Strip Harlingen, Texas 78550 956-425-7291 stmeade@gmail.com
4. SHEPLERS **Attn: Lando Tamez**	EM	Sandra Montalvo	06-15-09	6201 N.W. Loop 410 San Antonio, Texas 78238 210-681-8230 landomtamez@hotmail.com
5. BOOT JACK **Attn: Matt**	EM	Sandra Montalvo	06-15-09	6601 N. 10th Street McAllen, Texas 78504 956-630-5144 thebootjack@hotmail.com
6. BOOT JACK **Attn: Mark Masso**	Velocity	Sandra Montalvo	06-15-09	504 S. Main Street McAllen, Texas 78501 956-682-2467 markm@vaquerousa.com
7. CAVENDER'S WESTERN OUTFITTER **Attn: Chet Garcia**	EM	Sandra Montalvo	06-15-09	3300 Expressway 83 Ste 900 McAllen, Texas 78501 956-687-2668 cbc051@cavenders.com
8. LIDS	EM	Sandra Montalvo	06-15-09	956-547-9886 www.lids.com
9. ARTCRAFT AD SPECIALTIES CO. LLC Attn: Elkan Ries	EMR	Sandra Montalvo	06/24/09	7215 Kensington CT University Park, FL 34201 T: 941-358-0264 F:941-358-0364 artadspec@comcast.net
10. STRICTLY PROMOS, INC. Attn: Jodi B. Lobis	EMR	Sandra Montalvo	06/25/09	506 Santa Monica Blvd., Ste 327 Santa Monica, CA 90401 Direct:310-454-8515 Cell:310-739-1192 Jodi@strictlypromos.com

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

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
BID OPENING DATE: JULY 1, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "PURCHASE OF STRAW HATS"	
BID NO:2009- 162-07-01-SMA	**BUYER: SANDRA MONTALVO**

	PARTICIPATING VENDORS	UNIT PRICE
1.	**Boots & Jeans**	**$54.50 per Hat - Stetson Rancher**
2.		
3.		
4.		
5.		
6.		
7.		

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Guadalupe "Lupe" Trevino, Sheriff
Hidalgo County Sheriff's Office

ATTN: **Lt. Richard Ozuna**
Juan Tapia, Procurement Specialist

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: July 09, 2009

RECEIVED
JUL 27 2009
By 3:06pm

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-162-07-01-SMA
HIDALGO COUNTY SHERIFF'S OFFICE-"Purchase of Straw Hats"

Attached you will find one (1) bid response received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandra.montalvo@co.hidalgo.tx.usby no later than Friday, July 17, 2009 @ 12:00 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, July 28, 2009 or August 04, 2009.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Sole Bidder	
2.	
3.	
BUDGET ACCOUNT #: 9-1100-421-00-280-001-D-605	

Authorized Signature | A. Sonny Martinez | HCSO | 7-27-09
Printed Name | Department | Date

Enclosures

REQUIREMENTS AGREEMENT
C-09-162-08-18

THIS AGREEMENT (the "Agreement") is entered into effective as of the 18th day, August 2009 by and between **Boots N'Jeans, Inc.**, a Texas Corporation ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Purchase of Straw Hats" (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and ship to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **two (2) years, with the County's option to extend/renew for an additional one (1) year term.** Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on September 2, 2009 and expire on September 1, 2011 and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: **Boots N' Jeans, Inc.**
Attn: Martin C. Masso
2005 W. Expressway 83
Weslaco, Texas 78596

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

g. **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.

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

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

j. **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.

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary

laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal

therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:
By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Purchase of Straw Hats"
Bid No.:2009-162-07-01-SMA
Specifications

I. GENERAL REQUIREMENTS

1. The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2. Hidalgo County is seeking to contract with a qualified vendor(s) to furnish "Straw Hats" on an "**As Needed Basis**" including, but not limited to, the following:

II. TERMS, CONDITIONS AND REQUIREMENTS:

1. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

2. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. The initial contract term for this project will be for one (2) year with the County's option to extend for an additional one (1) year term under the same rates, terms and conditions.

5. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term.

6. The Insurance Requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

7. Hidalgo County reserves the right to award to one (1) or multiple vendors if the County determines it is in its best interest to do so.

8. Prices must be firm for the entire contract period and each consecutive contract period.

9. Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) day's written notice prior to be cancellation

10. Award the contract to the responsible bidder who summits the lowest and best bid or may reject all bids and issues a new solicitation. If two responsible bidders summit the lowest and best bid will be made to the responsible bidder(s) submitting the lowest bid prices for the items(s) as specified.

11. This contract is to be used by any Hidalgo County Law Enforcement Officer.

12. All bid prices for items shall take into consideration shipping and handling costs.

13. All Straw Hats must be new and unused.

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Purchase of Straw Hats"
Bid No.:2009-162-07-01-SMA
Specifications

III. SPECIFICATIONS

STETSONS STRAW HATS (equal or better)

STYLE:	Rancher
MATERIAL:	Genuine Shantung Panama
COLOR	Natural
CROWN HEIGHT	4 ¾"
SWEAT BAND:	Smooth Leather (Brown Color)
QUALITY:	10X
TYPE:	Round and Regular Oval
BRIM:	3.5 and 4"
CROWN EYELETS:	3 Eyelets on Both Sides
HAT BAND:	Black two cord
STOCK SIZES:	All hats hall be available in regular, wide oval, long oval or extra long oval shape in sizes 6 ½ " thru 7 ⅞"
MADE:	U.S.A.
PACKAGING:	Hats are to be shipped in individual boxes of sufficient strength to withstand transportation by common carrier and to assure carrier and to assure safe arrival at the delivery point. All hat boxes will have makings on the exterior indicating the hat size.

All hats must match officer hats presently in service.

IV. MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases Might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than, June 24, 2009 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 26, 2009 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Purchase of Straw Hats"
Bid No.: 2009-162-07-01-SMA
BID FORM

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

***NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST

DESCRIPTION	UNIT PRICE
STRAW HATS 10X - STETSON RANCHER	$ 54.50 XX
SPECIFY ANY COMMENTS OR DEVIATION:	

COMPANY NAME: BOOTS N' JEANS INC.
ADDRESS: 2005 W. Expressway 83
CITY/STATE/ZIP: WESLACO, TEXAS 78596
PHONE NUMBER: (956) 968-8150
FAX NUMBER: (956) 969-3486
CELL NUMBER: (956) 975-0710
CONTACT PERSON: MARTIN C. MASSO
E-MAIL ADDRESS:
AUTHORIZED SIGNATURE: Martin C. Masso
TITLE: OWNER
DATE: 6/24/09

OPENED
9:32 am
7-01-09

Witnessed

(MUST SUBMIT THIS PAGE WITH BID)

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/28/2009

PRODUCER (956)423-6986 FAX (956)423-4205
Texas Insurance Managers
410 E. Harrison
P. O. Box 531728
Harlingen, TX 78553

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 Boots N Jeans
2005 W Expressway 83
Weslaco, TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Hallmark Ins Co of Tx	
INSURER B: Service Lloyds Insurance Co.	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	44PB42493107	05/24/2009	05/24/2010	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurence)	$ 100,000
						MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 2,000,000
						PRODUCTS - COMP/OP AGG	$ Included
		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	$
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SRZ1908109	07/15/2009	07/15/2010	[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
						E.L. DISEASE - POLICY LIMIT	$ 500,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
Attn: Sandra Montalvo
100 E. Cano, 4th Floor
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Allan Brumley, CIC, AAI/ANGI

©ACORD CORPORATION 1988

AI-16921 **22.I.2.**

Renovations/Former Adm. Bldg. to house District Attorney, CC Meeting Facility & County Judge

CC REGULAR

Date:	08/18/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

A. Acceptance and approval of floor plans (for the first and second floors only) as drafted by project architect, Alcoser/Garcia/Associations, Inc. and developed through consultations with District Attorney and County Judge's office for the renovation of the former administration building to house the District Attorney, County Judge and Commissioner Court Facility so as to proceed with advertising of project (approved by CC 6-8-09) ; if necessary,

B. Action related to any deletions, modifications, correction, additions to said plans approved in previous item;

C. Acceptance and approval of plans and specifications for the renovations and/or repairs of the third floor of the former administration building (located at 100 E. Cano, Edinburg, Texas) and not part of the first and second floor project but to be completed by County as a separate project (except for those items that may common to first & second floor bid);

D. Authority to advertise sealed procurement(s) for the following items required for third floor renovations: "Door Frames and Bathroom Partitions";

E. Recision and cancellation of project approved for advertising by CC on 7-21-09 (AI 16554) the publication for procurement of "Doors" for the third floors which should be "Door Frames";

F. Report/Status of third floor renovations from discussions held at meeting of Friday, August 14, 2009 as directed by Comm. Palacios at CC of 8-11-09.

BACKGROUND

Ref: CC 06/08/09 AI 15826

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1336-419-00-115-073-0-452

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

BUDGETARY IMPACT:

Available balance as of 08/13/09. rc
CO,2006-OLD ADM BLDG-BLDG ADD & RENOV

Attachments

Link: Back up

Link: back up

Link: Old Admin Spec

Link: Door Frame Specs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	08/12/2009 01:12 PM	APRV
2	Budget & Management	Erika Zamora	08/12/2009 02:14 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	08/13/2009 03:14 PM	APRV
4	Auditor's Office	Angela Garcia	08/14/2009 11:15 AM	APRV
5	Purchasing Department (Originator)	Marty Salazar	08/14/2009 04:51 PM	APRV

Form Started By: Nielda Cavazos Started On: 08/12/2009 08:48 AM

Final Approval Date: 08/14/2009

Project : 1st and 2nd Floors Remodel
Former Administration Building
Hidalgo County, Texas

SPECIFICATIONS

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	number of pages
Request for Bids (RFB) Checklist	1
Invitation to Bidders	1
Instructions to Bidders (Legal Notice)	6
Bid Bond	2
Bid Form	2
Insurance Requirements and Insurance Requirement Acknowledgment	3
Conflict of Interest Questionnaire	1
Non-Collusion Affidavit	1
Certification Regarding Debarment, Suspension and Ineligibility	1
Bidder/Vendor Application	1
Request for Taxpayer Identification Number and Certification	4
Historically Underutilized Business (HUB) Declaration	1
Construction Contract and Conditions of the Contract	1
Addendum Form	2
General Requirements:	
Summary of the Work 01010	1
Allowances 01020	2
Applications for Payment 01027	2
Project Coordination 01040	3
Submittals 01300	6
Quality Control Services 01400	3
Temporary Facilities 01500	3
Product Substitutions 01631	2
Project Close-out 01700	5
Warranties 01740	1
STRUCTURAL	
See Engineer's Drawings	
ARCHITECTURAL	
Rough Carpentry 06100	3
Interior Architectural Woodwork (cabinets/shelving)	4
Insulation 07200	2
Joint Sealers 07900	4
Steel Doors and Frames 08110	2

con't

Specifications Table of Contents
1st and 2nd Floors Remodel
Former Administration Building
Hidalgo County, Texas

Flush Wood Doors 08211 3
Stile & Rail Wood Doors 08212 4
Aluminum Entrances & Window Frames 08410 2
Finish Hardware 08710 9
Glass and Glazing 08800 2
Metal Stud Framing, 09100 2
Gypsum Drywall 09250 4
Ceramic Tile 09300 4
Acoustical Ceiling Suspension System 09501 3
Acoustical Ceiling Lay-in Panels 09511 2
Resilient Flooring 09650 4
Carpeting 09680 4
Painting 09900 6
Markerboards / Tackboards 10100 1
Toilet Partitions 10160 3
Wall Corner Guards 10260 1
Identifying Devices 10440 1
Fire Extinguishers 10522 3
Toilet Room Accessories 10800 1

DIVISION 15 - Mechanical Specifications Table of Contents

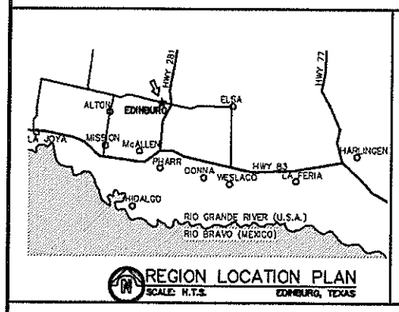
DIVISION 16 - Electrical Specifications Table of Contents

1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING

100 E. CANO STREET

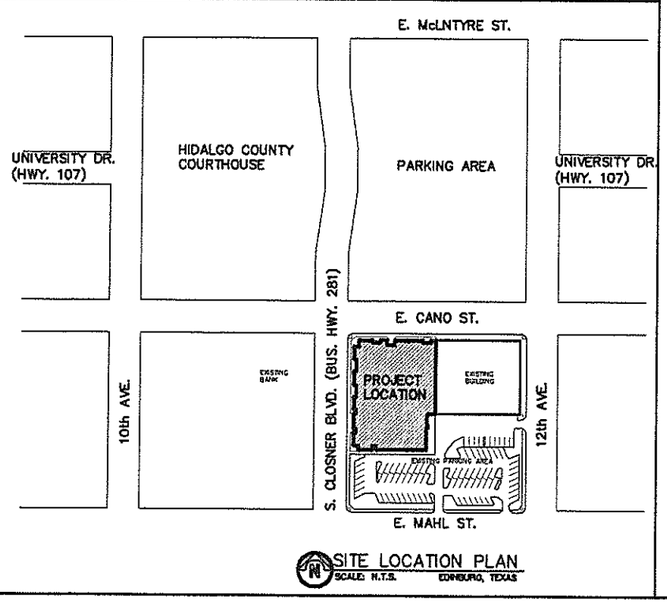
HIDALGO COUNTY, TEXAS
EDINBURG, TEXAS

PROJECT NUMBER: _____



REGION LOCATION PLAN
SCALE: N.T.S. EDINBURG, TEXAS

AREA LOCATION PLAN
SCALE: N.T.S. EDINBURG, TEXAS



SITE LOCATION PLAN
SCALE: N.T.S. EDINBURG, TEXAS

THE COUNTY OF HIDALGO TEXAS

2009

HIDALGO COUNTY OFFICIALS

J.D. SALINAS, III.....COUNTY JUDGE
SYLVIA S. HANDY.....COMMISSIONER PCT. 1
HECTOR 'TITO' PALACIOS.....COMMISSIONER PCT. 2
JOE M. FLORES.....COMMISSIONER PCT. 3
OSCAR L. GARZA, JR.....COMMISSIONER PCT. 4

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AD-2	2ND FLOOR: DEMOLITION PLAN
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A-2	SECOND FLOOR: IMPROVEMENTS PLAN
A-3	DOOR SCHEDULE & WINDOW TYPES
A-4	ENLARGED FLOOR PLANS, INTERIOR ELEVATIONS
A-5	INTERIOR ELEVATIONS, CABINET DETAILS
A-6	CABINET DETAILS, STAIR DETAILS
A-7	ENLARGED LEGISLATIVE CHAMBER & ELEVATIONS
A-8	FRAMING DETAILS, WINDOW TYPES & DETAILS
A-8.1	ELEVATIONS AT WORK AREA 233, LEGISLATIVE BENCH PLAN
A-9	FIRST FLOOR: REFLECTED CEILING PLAN
A-10	SECOND FLOOR: REFLECTED CEILING PLAN
A-11	EMERGENCY GENERATOR LOCATION AND DETAILS
A-12	FIRST & SECOND FLOORS: FLOOR FINISH PLANS
S1.1	STRUCTURAL GENERAL NOTES
S2.1	2ND FLOOR FRAMING PLAN
S3.1	3RD FLOOR FRAMING PLAN
SD1	STRUCTURAL DETAILS
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DE-3	FIRST FLOOR: ELECTRICAL POWER DEMOLITION PLAN
DE-4	SECOND FLOOR: ELECTRICAL POWER DEMOLITION PLAN
DM-1	FIRST FLOOR: MECHANICAL DEMOLITION PLAN
DM-2	SECOND FLOOR: MECHANICAL DEMOLITION PLAN
DP-1	FIRST FLOOR: PLUMBING DEMOLITION PLAN
DP-2	SECOND FLOOR: PLUMBING DEMOLITION PLAN
MEP-1	M.E.P. SITE PLAN
E-1	FIRST FLOOR: ELECTRICAL LIGHTING IMPROVEMENT PLAN
E-2	SECOND FLOOR: ELECTRICAL LIGHTING IMPROVEMENT PLAN
E-3	FIRST FLOOR: ELECTRICAL POWER IMPROVEMENT PLAN
E-4	SECOND FLOOR: ELECTRICAL POWER IMPROVEMENT PLAN
E-5	FIRST FLOOR: MECHANICAL & PLUMBING EQUIPMENT PLAN
E-6	SECOND FLOOR: MECHANICAL & PLUMBING EQUIPMENT PLAN
E-7	MECHANICAL EQUIPMENT CONNECTION & ELECTRICAL FIXTURE SCHEDULES
E-8	FEEDER / BRANCH CIRCUIT SCHEDULE, ELECTRICAL RISER DIAGRAM, TRANSFORMER SCHEDULE & ELECTRICAL LEGEND
E-9	ELECTRICAL PANEL SCHEDULES
E-10	ELECTRICAL PANEL SCHEDULES
E-11	ELECTRICAL PANEL SCHEDULES
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E-13	ELECTRICAL DETAILS
M-1	FIRST FLOOR: MECHANICAL IMPROVEMENT PLAN
M-2	SECOND FLOOR: MECHANICAL IMPROVEMENT PLAN
M-3	MECHANICAL SYMBOLS, ABBREVIATIONS, NOTES & SCHEDULES
M-4	MECHANICAL SCHEDULES
M-5	MECHANICAL DETAILS
M-6	MECHANICAL DETAILS
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P-3	FIRST FLOOR: PLUMBING DOMESTIC WATER IMPROVEMENTS PLAN
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P-5	PLUMBING SYMBOL LEGEND, PLUMBING SCHEDULE & DETAILS
P-6	PLUMBING RISER SCHEMATIC DIAGRAM

GEORGE A. GARCIA
PROJECT ARCHITECT
08-06-09

AGA, inc.
Alcócer García Associates, inc.
1333 E. Jasmine Ave.
McAllen, Texas 78501
Office 956.618.2007
Fax 956.618.2008
Web WWW.AGAIDC.COM

-NOT FOR REGULATORY APPROVAL, PERMITTING, OR CONSTRUCTION-

1st AND 2nd FLOORS REMODEL
FORMER ADMINISTRATION BUILDING
HIDALGO COUNTY, TEXAS
CITY OF EDINBURG, TEXAS

THE USE OF THESE DRAWINGS IS RESTRICTED TO THE ORIGINAL PURPOSE FOR WHICH THEY WERE INTENDED. REPRODUCTION WITHOUT WRITTEN PERMISSION FROM THE OWNER IS PROHIBITED.

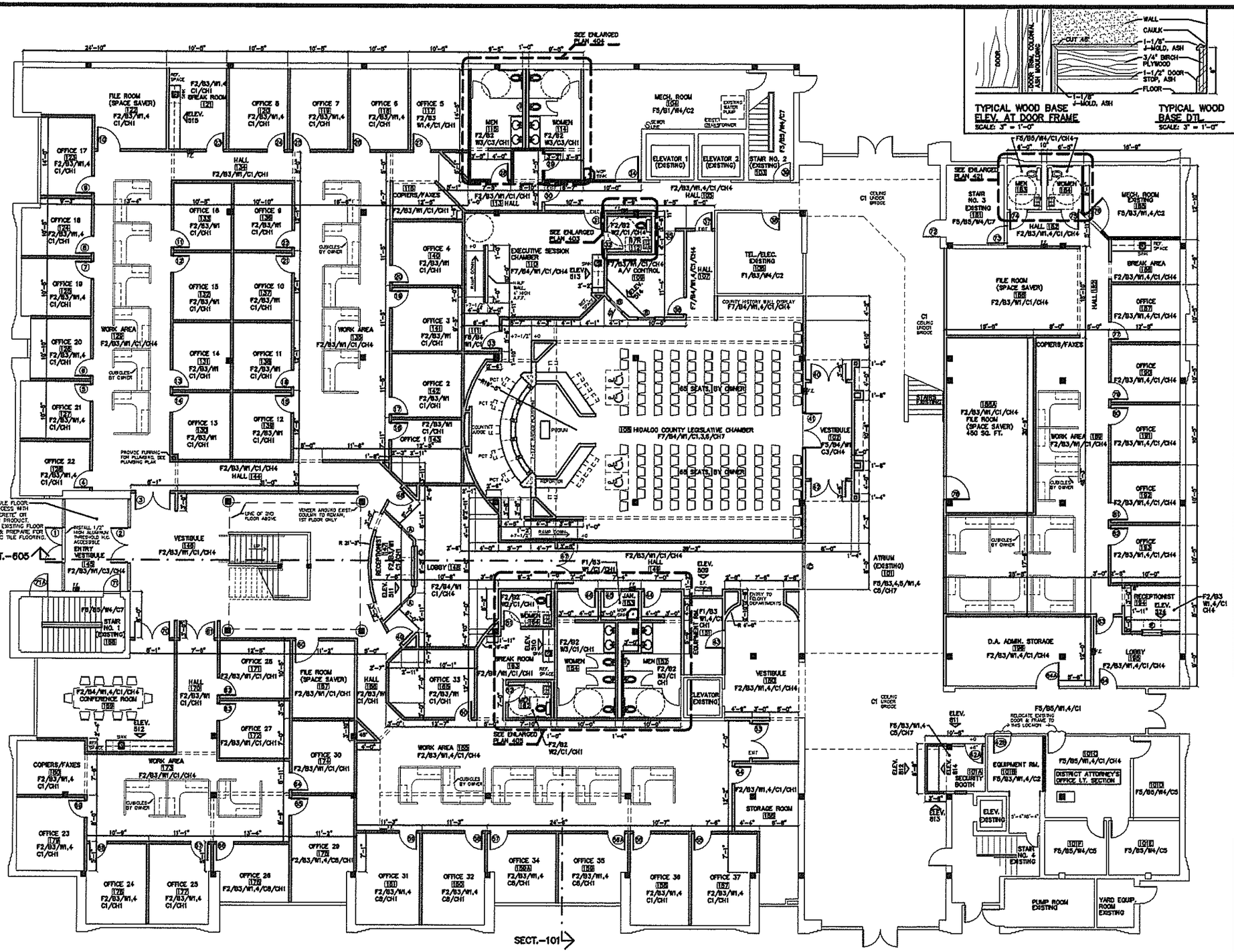
PROJECT #
ISSUED:
DRAWN BY: O.C.
CHECKED BY:
FILE NAME:

SHEET:
AC

STRUCTURAL ENGINEER:
HINOJOSA ENGINEERING, INC.
108 W. 18TH STREET
MISSION, TX 78572
TEL: 956.581.0143

ARCHITECT:
ALCÓCER GARCÍA ASSOCIATES, INC.
1333 E. JASMINE AVE.
McALLEN, TX 78501
TEL 956.618.2007

MECHANICAL / ELECTRICAL / PLUMBING ENGINEER:
MEP SOLUTIONS ENGINEERING
600 E. BEAUMONT AVE. SUITE 2
McALLEN, TX 78501
TEL 956.664.2727



FIRST FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0" TOTAL 1ST FLOOR AREA: 26,845 SQ. FT.

VERIFY DIMENSIONS OF NEW INTERIOR WALLS PRIOR STARTING CONSTRUCTION

TYPICAL WOOD BASE ELEV. AT DOOR FRAME

SCALE: 3" = 1'-0"

TYPICAL WOOD BASE DTL.

SCALE: 3" = 1'-0"

ROOM FINISH SCHEDULE

F#/B#/W#/C#/CH#

FLOOR:

- F1 EXPOSED CONCRETE (NON-SLIP)
- F2 CERAMIC FLOOR TILE
- F3 WOOD FLOORING
- F4 EXISTING CARPET TO REMAIN, CLEAN
- F5 EXISTING FLOORING, CLEAN
- F6 CARPET (COMMERCIAL GRADE)
- F7 CARPET TILE (COMMERCIAL GRADE)

BASE:

- B1 NONE
- B2 4" CERAMIC TILE
- B3 4" VINYL COVED BASE
- B4 6" WOOD BASE
- B5 EXISTING, CLEAN

WALLS:

- W1 GYPSUM BOARD, TAPE, FLOAT, TEXTURE, PAINT
- W2 MOISTURE RESISTANT GYPSUM BOARD, TAPE, FLOAT, TEXTURE, PAINT
- W3 6'-0" HIGH 4"X4" CERAMIC TILE WAINSCOT WITH 2"X8" TRIM ON MOISTURE RESISTANT GYPSUM BOARD, T.F.T. & P.
- W4 CLEAN, REFINISH & PAINT EXISTING GYP. BD. WALL

CEILING:

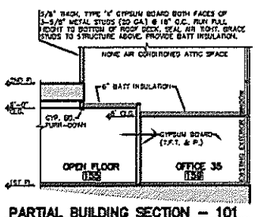
- C1 2'X2' LAY-IN ACOUSTICAL CEILING TILE SYSTEM (1 HR. FIRE RATED)
- C2 EXPOSED STRUCTURE
- C3 GYPSUM BOARD, TAPE, FLOAT, TEXTURE, PAINT W/ 6" INSULATION
- C4 EXPOSED STRUCTURE, PAINT
- C5 EXISTING CEILING, REPLACE DAMAGED TILES
- C6 PATTERNED CEILING PANELS
- C7 NONE
- C8 2'X2' LAY-IN ACOUSTICAL CEILING TILE SYSTEM (1 HR. FIRE RATED) W/ BATT INSULATION (R-19)

CEILING HEIGHT:

- CH1 8'-0"
- CH2 8'-1"
- CH3 8'-3"
- CH4 9'-0"
- CH5 10'-0"
- CH6 11'-0"
- CH7 VARIES
- CH8 12'-0"
- CH9 9'-4"

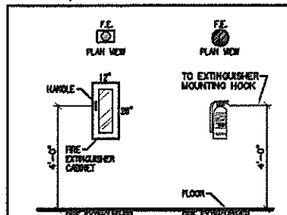
WALL LEGEND:

- INTERIOR WALLS: 5/8" THICK, TYPE 'X' GYPSUM BOARD BOTH FACES OF 3-5/8" METAL STUDS (20 GA.) @ 16" O.C., RUN FULL HEIGHT TO 6" ABOVE CEILING, BRACE STUDS TO STRUCTURE ABOVE. PROVIDE BATT INSULATION, (TYPICAL).
- INTERIOR WALLS: 5/8" THICK, TYPE 'X' GYPSUM BOARD BOTH FACES OF 3-5/8" METAL STUDS (20 GA.) @ 16" O.C., RUN FULL HEIGHT TO 6" ABOVE CEILING, BRACE STUDS TO STRUCTURE ABOVE. PROVIDE SOUND BATT INSULATION, (TYPICAL).
- EXISTING WALLS.
- FIRE WALLS: 5/8" THICK, TYPE 'X' GYPSUM BOARD BOTH FACES OF 3-5/8" METAL STUDS (20 GA.) @ 16" O.C., RUN TO BOTTOM OF FLOOR DECK ABOVE, SEAL AIR TIGHT. PROVIDE BATT INSULATION, (TYPICAL).



PARTIAL BUILDING SECTION – 101

SCALE: 1/8" = 1'-0"



15 REQUIRED, SEE SHEET A-1 & A-2 FOR LOCATIONS

1 REQUIRED, SEE SHEET A-2 FOR LOCATION

FIRE EXTINGUISHER MOUNTING DETAILS

SCALE: 1/4" = 1'-0"

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Fax: 956.618.2008
Web WWW.AGADC.COM

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FORMER ADMINISTRATION BUILDING
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PROJECT #

ISSUED:

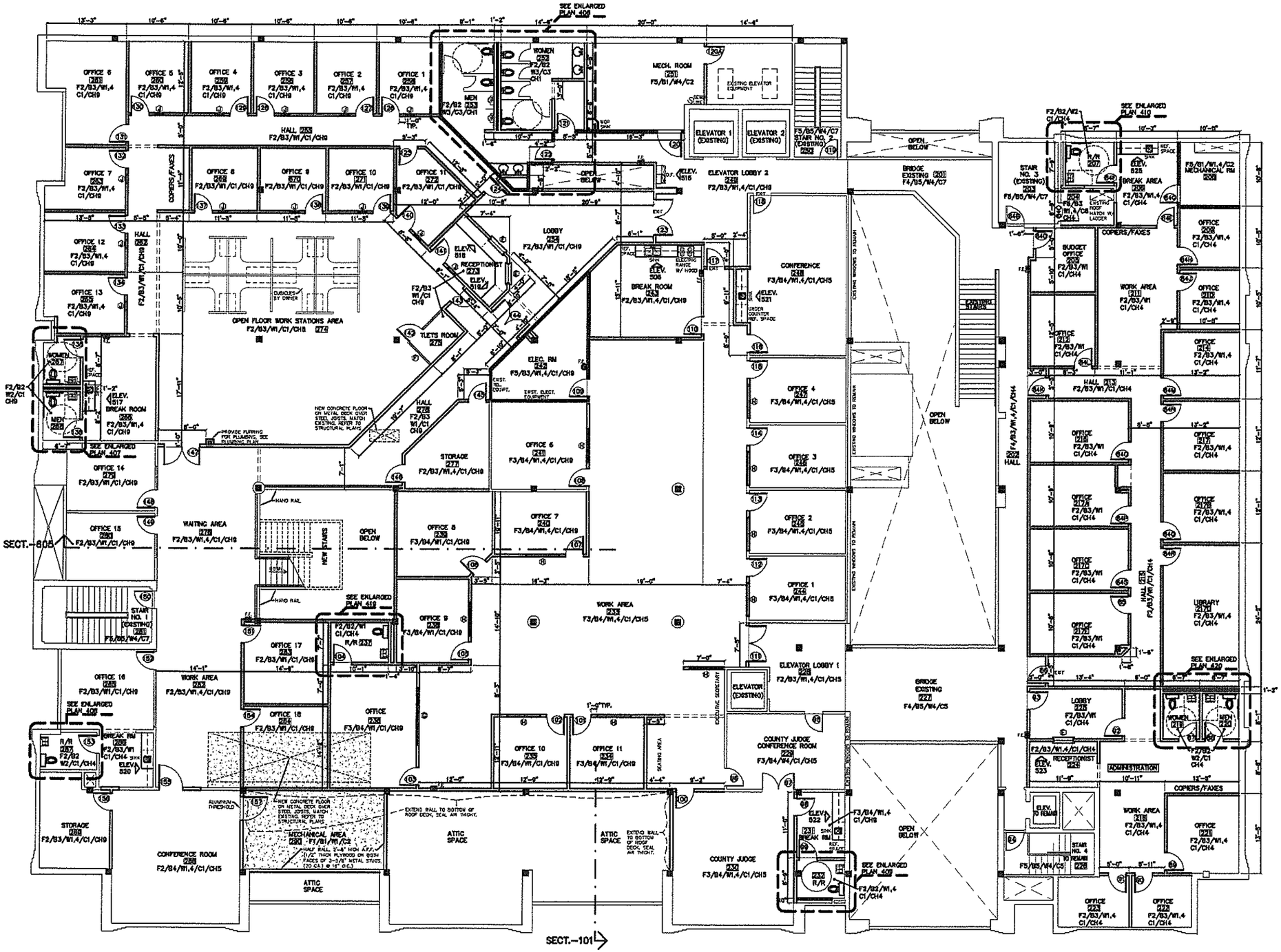
DRAWN BY: O.C.

CHECKED BY:

FILE NAME:

SHEET:

A-1



SECOND FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0" TOTAL 2ND FLOOR AREA: 23,872 SQ. FT.

VERIFY DIMENSIONS OF NEW INTERIOR WALLS PRIOR STARTING CONSTRUCTION

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HIDALGO COUNTY, TEXAS
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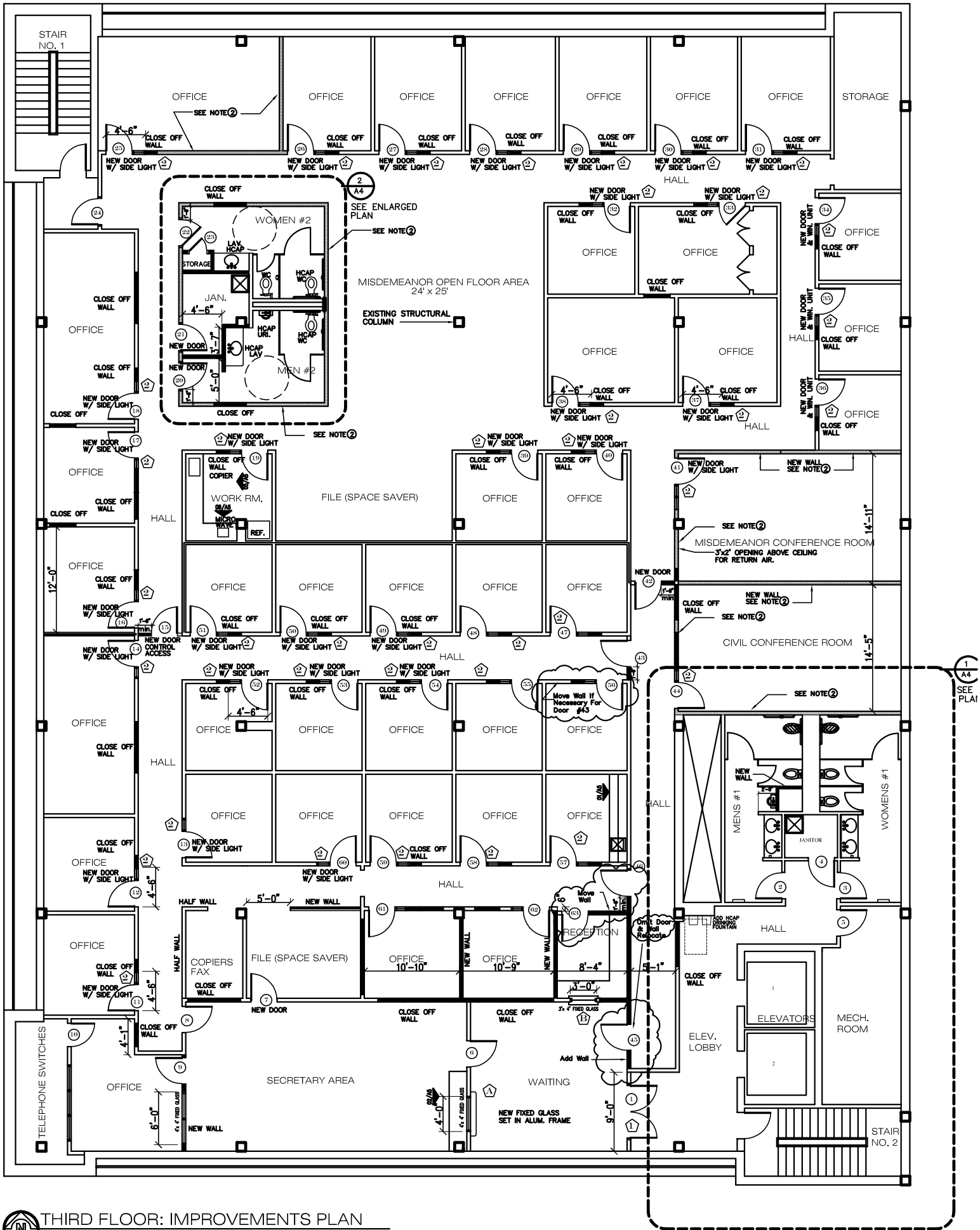
A–2

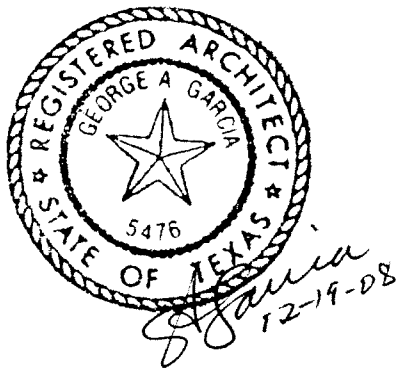


THIRD FLOOR: IMPROVEMENTS PLAN

SCALE: 1/8" = 1'-0"

AGADC 12-08-08

Hidalgo County
Former Administration Building
3rd Floor Remodel



SPECIFICATIONS

Project Coordination 2

Finish Carpentry 2

Cabinetry 2

Insulation 1

Caulking 2

Aluminum Entrance 2

Metal Stud Partition Framing 2

Gypsum Drywall 2

Ceramic Tile 4

Acoustical Ceiling Suspension System 2

Acoustical Ceiling Lay-in Panels 2

Vinyl Composition Flooring 3

Painting 4

Toilet Compartments 3

Identifying Devices 10440 1

Fire Extinguishers 10522 3

Toilet Room Accessories 10800 1

PROJECT COORDINATION

SUMMARY

This Section specifies administrative and supervisory requirements necessary for Project coordination including, but not necessarily limited to:

Coordination of all work activities.
Administrative and supervisory personnel.
General installation provisions.
Cleaning and protection of installations.

COORDINATION

Owner to coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections of the Specifications that are dependent upon each other for proper installation, connection, and operation.

Where installation of one part of the Work is dependent on installation of other components, either before or after its own installation, schedule construction activities in the sequence required to obtain the best results.

Where availability of space is limited, coordinate installation of different components to assure maximum accessibility for required maintenance, service and repair.

Make adequate provisions to accommodate items scheduled for later installation.

Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.

Owner's Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and ensure orderly progress of the Work. Such activities include, but are not limited to, the following:

Permits from governing authorities.
Accessibility Plan Review.
Preparation of schedules for purchases and deliveries.
Administration of contracts for labor and materials.
Field Supervision and documentation.
Quality control services.
Delivery and processing of Submittals.
Progress meetings.
Project Close-out activities.
Post-construction Accessibility Inspection

SUBMITTALS

Review drawings where close and careful coordination is required for installation of products and materials fabricated off-site by separate entities, and where limited space availability necessitates maximum utilization of space for efficient installation of different components.

GENERAL INSTALLATION RECOMMENDATIONS

Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.

Manufacturer's Instructions: Comply with manufacturer's installation instructions and recommendations, to the extent that those instructions and recommendations are more explicit or stringent than requirements contained in Contract Documents.

Inspect materials or equipment immediately upon delivery and again prior to installation. Reject damaged and defective items.

Provide attachment and connection devices and methods necessary for securing Work. Secure Work true to line and level. Allow for expansion and building movement.

Visual Effects: Provide uniform joint widths in exposed Work. Arrange joints in exposed Work to obtain the best visual effect. Refer questionable choices to the Architect for final decision.

Recheck measurements and dimensions, before starting each installation.

Install each component during weather conditions and Project status that will ensure the best possible results. Isolate each part of the completed construction from incompatible material as necessary to prevent deterioration.

Coordinate temporary enclosures with required inspections and tests, to minimize the necessity of uncovering completed construction for that purpose.

Mounting Heights: Where mounting heights are not indicated, install individual components at standard mounting heights recognized within the industry for the particular application indicated, and in compliance with the Americans with Disabilities Act. Refer questionable mounting height decisions to the Architect for final decision.

CLEANING AND PROTECTION

Owner to clean and protect construction in progress and adjoining materials in place and to apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

Owner to clean and maintain completed construction as frequently as necessary through the remainder of the construction period and to adjust and lubricate operable components to ensure operability without damaging effects.

Limiting Exposures: Owner to supervise construction activities to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:

Excessive static or dynamic loading.
Excessive internal or external pressures.

Excessively high or low temperatures.
Thermal shock.
Excessively high or low humidity.
Air contamination or pollution.
Water or ice.
Solvents.
Chemicals.
Light.
Puncture.
Abrasion.
Heavy traffic. soiling, staining and corrosion.
Bacteria.
Rodent and insect infestation.
Combustion.
Electrical current.
Unusual wear or other misuse.
Contact between incompatible materials.
Destructive testing.
Misalignment.
Excessive weathering.
Unprotected storage.
Improper shipping or handling.
Theft.
Vandalism.

END OF SECTION

FINISH CARPENTRY

DESCRIPTION OF WORK:

Definition: Finish carpentry includes carpentry work which is exposed to view, is non-structural, and which is not specified as part of other sections.

Types of finish carpentry work in this section include: Interior trim.

Rough carpentry is specified in a separate Section.

Builders hardware and wood doors are specified in separate Sections.

QUALITY ASSURANCE:

Factory-mark each piece of lumber and plywood with type, grade, mill and grading agency identification; except omit marking from surfaces to receive transparent finish.

PRODUCT DELIVERY, STORAGE AND HANDLING:

Protect finish carpentry materials during transit, delivery, storage and handling to prevent damage, soiling and deterioration.

JOB CONDITIONS:

Conditioning: Installer shall advise Contractor of temperature and humidity requirements for finish carpentry installation areas. Do not install finish carpentry until required temperature and relative humidity conditions have been stabilize and will be maintained in installation areas.

WOOD PRODUCT QUALITY STANDARDS:

Softwood Lumber Standards: Comply with PS 20 and with applicable grading rules of the respective grading and inspecting agency for the species and product indicated.

Plywood Standard: Comply with PS 1/ANSI A199.1.

Hardwood Plywood Standard: Comply with PS 51.

MATERIALS:

Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by PS 20 or to actual sizes and patterns as shown, unless otherwise indicated.

Moisture Content of Hardwood Lumber: Provide kiln-dried (KD) lumber having a moisture content from time of manufacture until time of installation within the ranges required in the reference woodworking standard.

Lumber for Painted Finish: At Contractor's option, use pieces which are either glued-up lumber or made of solid lumber stock.

Fasteners and Anchorages: Provide nails, screws and other anchoring devices of the type, size, material, and finish required to provide secure attachment, concealed where possible.

PREPARATION:
Condition wood materials to average prevailing humidity conditions in installation areas prior to installing.

Back prime lumber for painted finish exposed on the exterior or, where indicated, to moisture and high relative humilities on the interior. Comply with requirements of section on painting within Division 9 for primers and their application.

INSTALLATION:
Discard units of material which are unsound, warped, bowed, twisted, improperly treated, not adequately seasoned or too small to fabricate work with minimum of joints or optimum jointing arrangements, or which are of defective manufacturer with respect to surfaces, sizes or patterns.

Install the work plumb, level, true and straight with no distortions. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'0" for plumb and level counter tops; and with 1/16" maximum offset in flush adjoining 1/8" maximum offsets in revealed adjoining surfaces.

Scribe and cut work to fit adjoining work, and refinish cut surfaces or repair damaged finish at cuts.

Anchor finish carpentry work to anchorage devices or blocking built-in or directly attached to substrates. Secure to grounds, stripping and blocking with countersunk, concealed fasteners and blind nailing as required for a complete installation. Except where pre-finished matching fasteners heads are required, use fine finishing nails for exposed nailing, countersunk and filled flush with finished surface, and matching final finish where transparent is indicated.

ADJUSTMENT, CLEANING, FINISHING AND PROTECTION:
Repair damaged and defective finish carpentry work wherever possible to eliminate defects functionally and visually; where not possible to repair properly, replace woodwork. Adjust joinery for uniform appearance.

Clean finish carpentry work on exposed and semi-exposed surfaces. Touch-up shop-applied finishes to restore damaged or soiled areas.

Protection: Installer of finish carpentry work shall advise Contractor of final protection and maintained conditions necessary to ensure that work will be without damage or deterioration at time of acceptance.

END OF SECTION

CABINETRY

SUMMARY
This Section includes :

Interior Wood Trim, shelves
Base and wall cabinets
Plastic-laminate finishes

Rough Carpentry, Finish Carpentry and Painting" are specified separately.

DEFINITION
Interior architectural woodwork includes wood furring, blocking, shims, and hanging strips for installing woodwork items unless concealed within other construction prior to woodwork installation.

QUALITY ASSURANCE
Fabricator Qualifications: Firm experienced in producing architectural woodwork similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units without delaying the Work.

Single-Source Responsibility for Fabrication and Installation: Engage a qualified woodworking firm to assume undivided responsibility for fabricating, finishing, and installing woodwork specified in this Section.

Quality Standard: Except as otherwise indicated, comply with the following standard:

AWI Quality Standard: "Architectural Woodwork Quality Standards" of the Architectural Woodwork Institute for grades of interior architectural woodwork, construction, finishes, and other requirements.

Surface-Burning Characteristics: Not exceeding: Flame Spread: 25. Smoke Developed: 450.

DELIVERY, STORAGE, AND HANDLING
Protect woodwork during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.

Do not deliver woodwork until painting and similar operations that could damage, soil, or deteriorate woodwork have been completed in installation areas. If woodwork must be stored in other than installation areas, store only in areas whose environmental conditions meet requirements specified in "Project Conditions."

PROJECT CONDITIONS
Environmental Limitations: Do not deliver or install woodwork until building is enclosed, wet-work is completed, and HVAC system is operating.

Field Measurements: Where woodwork is indicated to be fitted to other construction, check actual dimensions of other construction by accurate field measurements before fabrication.

COORDINATION
Coordinate sizes and locations of framing, blocking, furring, reinforcements, and other related units of Work specified in other Sections to ensure that interior architectural woodwork can be supported and installed as indicated.

MATERIALS
General: Provide materials that comply with requirements of the AWI quality standard for each type of woodwork and quality grade indicated.

High-Pressure Decorative Laminate:
Subject to compliance with requirements, manufacturers offering high-pressure decorative laminates that may be incorporated in the Work include, but are not limited to, the following:

Formica Corporation. Nevamar Corp WilsonArt

CABINET HARDWARE AND ACCESSORY MATERIALS - See Plans

INSTALLATION MATERIALS
Screws: Select material, type, size, and finish required for each use. Comply with ASME BI 8.6.1 for applicable requirements.

Nails: Select material, type, size, and finish required for each use. Comply with FS FFN-i 05 for applicable requirements.

Anchors: Select material, type, size, and finish required for each substrate for secure anchorage.

FABRICATION, GENERAL
Interior Woodwork Grade: Provide interior woodwork complying with the referenced quality standard and of the following grade: Custom

Complete fabrication, including assembly, finishing, and hardware application, before shipment to Project site to maximum extent possible. Disassemble components only as necessary for shipment and installation.

Trial fit assemblies at the fabrication shop that cannot be shipped completely assembled. Install connectors, and other fastening devices that can be removed after trial fitting.

Shop-cut openings, to maximum extent possible, to receive hardware, appliances, plumbing fixtures, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Smooth edges of cutouts and, where located in countertops and similar exposures, seal edges with a water-resistant coating.

ADJUSTING AND CLEANING
Repair damaged and defective woodwork where possible to eliminate functional and visual defects. Where not possible to repair, replace woodwork. Adjust joinery for uniform appearance.

Provide final protection and maintain conditions in a manner acceptable to fabricator and Installer that ensures that woodwork is without damage or deterioration at the time of Substantial Completion.

END OF SECTION

INSULATION

DESCRIPTION OF WORK
Extent of insulation work is shown on drawings and indicated by provisions of this section. Applications of insulation specified in this section include the following:

Blanket-type building thermal insulation. (ceilings)
Sound attenuation batt Insulation

QUALITY ASSURANCE
Maximum Allowable Asbestos Content of Inorganic Insulations: Provide insulations composed of mineral fibers or mineral ores which contain less than 0.25% by weight of asbestos of any type or mixture of types occurring naturally as impurities as determined by polarized light microscopy test per Appendix A of 40 CFR 763.

DELIVERY, STORAGE, AND HANDLING
Protect insulations from physical damage and from becoming wet or soiled. Comply with manufacturer's recommendations for handling, storage and protection during installation.

AVAILABLE MANUFACTURERS
Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Owens Corning Celotex Corp. Manville Corp.

MATERIALS
Provide insulating materials which comply with characteristics as indicated by the materials listed below.

Wall Insulation: 31/2" Flexible fiberglas, unfaced, lengths as required, R-11. 16" wide min.

Ceiling insulation: Flexible fiberglas, Kraft paper one side, R-19, Owens Corning 'Sonobatts'. 24" x 48"

Sound attenuation batts: 35/8" thick, Sound Control fiberglas batts, 16" wide, unfaced, friction-fit installation.

INSPECTION AND PREPARATION
Require Installer to examine substrates and conditions under which insulation work is to be performed. Clean substrates of substances harmful to insulations or vapor retarders, including removal of projections which might puncture vapor retarders.

INSTALLATION
Comply with manufacturer's instructions for particular conditions of installation in each case.

Extend insulation full thickness as shown over entire area to be insulated. Cut and fit tightly around obstructions, and fill voids with insulation. Remove projections which interfere with placement. Comply with manufacturer's recommendations. Friction fit within wall framing members. Install to a height of 8" above suspended ceilings.

END OF SECTION

CAULKING

SUMMARY
This Section includes joint sealers for the following locations:

Exterior joints in vertical surfaces and non-traffic horizontal surfaces as indicated below.

Joints between different materials.
Other joints as indicated on plans.

Interior joints in vertical surfaces and horizontal non-traffic surfaces as indicated below:

Perimeter joints between interior wall surfaces and frames of interior doors & windows.
Perimeter joints at bottoms of toilet fixtures and other joints as indicated.

QUALITY ASSURANCE
Obtain joint sealer materials from a single manufacturer for each different product required.

DELIVERY, STORAGE, AND HANDLING
Deliver materials to Project site in original unopened containers. Store and handle materials in compliance with manufacturers' recommendations to prevent their deterioration or damage.

PROJECT CONDITIONS
Joint Width Conditions: Do not proceed with installation of joint sealers where joint widths are less than allowed by joint sealer manufacturer for application indicated.

Joint Substrate Conditions: Do not proceed with installation of joint sealers until contaminants capable of interfering with their adhesion are removed from joint substrates.

MATERIALS
Provide joint sealers, joint fillers and other related materials that are compatible with one another and with joint substrates.

Colors: Provide color of exposed joint sealers as selected from manufacturer's standard colors.

MISCELLANEOUS MATERIALS
Provide type recommended by joint sealer manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealer-substrate tests and field tests.

Provide non-staining, chemical cleaners of type which are acceptable to manufacturers of sealants and sealant backing materials,.

PREPARATION
Clean out joints immediately before installing joint sealers to comply with recommendations of joint sealer manufacturers and the following requirements:

Remove all foreign material from joint substrates which could interfere with adhesion of joint sealer, including dust; paints, except for permanent, protective coatings tested and approved for sealant

adhesion and compatibility by sealant manufacturer; old joint sealers; oil; grease; waterproofing; water repellants; water; surface dirt; and frost.

Joint Priming: Prime joint substrates where indicated or where recommended by joint sealer manufacturer based on preconstruction joint sealer-substrate tests or prior experience.

INSTALLATION
Comply with joint sealer manufacturers' printed installation instructions. Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths which allow optimum sealant movement capability.

CLEANING
Clean off excess sealants or sealant smears adjacent to joints as work progresses by methods and with cleaning materials approved by manufacturers of joint sealers and of products in which joints occur.

PROTECTION
Protect joint sealers during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealers immediately and installations with repaired areas indistinguishable from original work

.END OF SECTION

ALUMINUM ENTRANCE

Summary
Section based on Kawneer Aluminum Entrance, glass and glazing, and door hardware and components.
Type of aluminum entrance : 350 Heavy Wall™ Door; Medium stile, 3-1/2" (89) vertical face dimension, 2" (51) depth, 3/16" (5), wall thickness, high traffic applications.

Submittals
Prepare and submit shop drawings, product data, shop drawings and similar items for review.
Warranty: Submit, for Owner's acceptance, manufacturer's warranty for entrance system as follows:
Two (2) years from Date of Substantial Completion of the project provided however that the Limited Warrantyshall begin in no event later than six months from date of shipment by manufacturer.

Quality Assurance
Installer experienced to perform work of this section who has specialized in the installation of work similar to that required for this project and who is acceptable to product manufacturer.

Delivery, Storage and Handling
Comply with manufacturer's ordering instructions and lead- time requirements to avoid construction delays.
Packing, Shipping, Handling, and Unloading: Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
Storage and Protection: Store materials protected from exposure to harmful weather conditions. Handle entrance doors and components to avoid damage. Protect entrance doors against damage from elements, construction activities, and other hazards before, during and after entrance installation.

Substitutions:
Product Literature and Drawings: Submit product literature and drawings modified to suit specific project requirements and job conditions.

Materials
Aluminum

1. Material Standard: ASTM B 221; 6063-T6 alloy and temper
2. The door shall be 2" thick and stile and rail face dimensions of:

Door	Vertical Stile	Top Rail	Bottom Rail
350 Heavy Wall	3-1/2"	3-17/32"	10"

3. Major portions of the door members to be 0.188" nominal in thickness and glazing molding to be 0.05" thick.
4. Tolerances: Reference to tolerances for wall thickness and other cross-sectional dimensions of entrance members are nominal and in compliance with Aluminum Standards and Data, published by The Aluminum Association.

Glazing gaskets shall be either EPDM elastomeric extrusions or a thermoplastic elastomer.
Provide adjustable glass jacks to help center the glass in the door opening.
Fasteners: Where exposed, shall be aluminum, stainless steel or plated steel.
Perimeter Anchors: Aluminum. When steel anchors are used, provide insulation between steel material and aluminum material to prevent galvanic action.
Standard 350 Heavy Wall™ Entrance Hardware.

1. Butt Hinge: Standard Stainless Steel w/ Powder Coating & Non Removable Pin (NRP). (EL Hinge for access control).
2. Push/Pull: Style to be determined by Owner.
3. Exit Device: Panic
4. Closer: Standard, ADA compliant.

Examination
Verify substrate conditions (which have been previously installed under other sections) are acceptable for product installation in accordance with manufacturer's instructions.
Verify openings is sized to receive entrances.
Field Measurements: Verify actual measurements/openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements, fabrication schedule with construction progress to avoid construction delays.

Installation
Install entrance system in accordance with manufacturer's instructions and AAMA storefront and entrance guide specifications manual.
Attach to structure to permit sufficient adjustment to accommodate construction tolerances and other irregularities.
Provide alignment attachments and shims to permanently fasten system to building structure.
Align assembly plumb and level, free of warp and twist. Maintain assembly dimensional tolerances aligning with adjacent work.
Adjust operating hardware for smooth operation.

Cleaning and Protection
Cleaning: Remove temporary coverings and protection of adjacent work areas. Repair or replace damaged installed products. Clean installed products in accordance with manufacturer's instructions prior to owner's acceptance. Remove construction debris from project site and legally dispose of debris.

Protect installed product's finish surfaces from damage during construction. Protect aluminum entrance from damage from grinding and polishing compounds, plaster, lime, acid, cement, or other harmful contaminants. Remove and replace damaged aluminum entrances at no extra cost.

END OF SECTION

METAL STUD PARTITION FRAMING

GENERAL REQUIREMENTS

Work included: Furnish and install non structural cold formed metal framing complete with accessories as required for gypsum board partitions and furring, where shown

SUBMITTAL:

Provide material literature to Owner for review/approval.

Manufacturer recommendations: Provide all additional supplemental framing, bracing, and accessories recommended by the manufacturer for each system and condition not included or shown.

STANDARDS

Unless they are modified or exceeded by the requirements of this Specification, conform to framing system manufacturer's recommendations and then to the following specifications of the Gypsum Association:

For framing - "Installation of Screw-Type Steel Framing members to Receive Gypsum board."

Relation with other trades:
Mechanical, plumbing, electrical - Coordinate location of members of framing, suspension and furring systems so that fixtures, outlets, ducts, grilles, access doors, etc., may be property installed in locations shown.

Reinforcing - Reinforce framing as necessary to accommodate work of other trades which will be attached to or bear on drywall construction. Reinforcing shall conform to drywall component manufacturer's recommendations. Provide back-up members to reinforce framing and provide support at surface mounted items such as finish hardware, toilet accessories, plumbing fixtures, railing supports. Verify specific requirements, provide 2x wood blocking in sufficient width to accommodate the required fastenings. Fasten the blocking rigidly to the drywall framing and close against the drywall facing. Building in other work - Cut, frame and fit this work around recessed, built into or penetrating work such as fittings, pipes, conduit, etc., and supports.

Workmanship: Vertical framing shall be tested with a straight edge both ways to establish that planes are true, plumb and level.

MATERIALS

Members: Cold formed ASTM A446, 33KSI yield minimum:, G60 galvanized steel, designed in accordance with AISI specification for Design of Cold Formed steel structural members, conforming to ASTM C645, having minimum properties and/or gauges shown. U.S. Gypsum Co. or approved equal.

Members: Unpunched, deep leg channel tracks, mating with tracked studs and matching in gauge. All studs to be 35/8" width.

Punched C studs, 20 ga., depth as shown or required. Tracks: Provide top and bottom track for all framing.

Studs: Screw studs to tracks through both flanges at jambs of openings, partition intersections and corners. Lay out studs uniformly to the given spacing full length of each wall. Provide headers behind exposed intermediate end joints in vertically applied board. Frame over and under openings.

Corners and intersections: Generally shall be butt lapped, with one partition extending complete thru the intersection and others abutting.

Bracing: Brace partitions penetrating suspended acoustic ceilings, other than barrier partitions, with diagonal stud struts to structure above not over 4 ft. centers, between corners and/or intersections. Box and/or bridge bracing as required by length to provide rigidity equal to corners and intersections.

Spacing: Where not otherwise shown:

Studs - 16 in. cc generally.
Bracing - 48" cc generally.

END OF SECTION.

GYPSUM DRYWALL

RELATED DOCUMENTS:
Drawings and general provisions of Contract, including apply to this Section.

SUMMARY:
Gypsum drywall required is indicated on Drawings. This Section includes gypsum board attached to wood framing members..

QUALITY ASSURANCE:

Obtain gypsum board and related joint treatment materials from a single manufacturer.

DELIVERY, STORAGE, AND HANDLING:

Deliver materials in original packages, containers or bundles bearing brand name and identification of manufacturer or supplier. Store materials inside under cover and keep them dry and protected against damage. Neatly stack gypsum boards flat to prevent sagging.

PROJECT CONDITIONS:

Minimum Room Temperatures: For nonadhesive attachment of gypsum board to framing, maintain not less than 40 deg F (4 deg C). For adhesive attachment and finishing of gypsum board maintain not less than 50 deg F (10 deg C) for 48 hours prior to application and continuously thereafter until drying is complete.

ACCEPTABLE MANUFACTURERS:
Gypsum Boards and Related Products:

Gold Bond Building Products Div., National Gypsum Co. United States Gypsum Co.

General: Provide gypsum board in maximum lengths available to minimize end-to-end joints.

Type: All Type X Edges: Tapered. Thickness: 5/8 in.

Products: Subject to compliance with requirements, provide one of the following products:

"Fire-Shield G"; Gold Bond Building Products Div., National Gypsum Co.
"SHEETROCK Brand FIRECODE 'C' Gypsum Panels"; United States Gypsum Co.

GYPSUM BOARD JOINT TREATMENT MATERIALS:
Provide materials complying with ASTM C 475, ASTM C 840, and recommendations of manufacturer of both gypsum board and joint treatment materials for the application indicated.

TEXTURE FINISH MATERIALS:
As selected by Owner

EXAMINATION:
Examine substrates to which drywall construction attaches or abuts and structural framing, with for compliance with requirements for installation tolerances and other conditions affecting performance of drywall construction. Do not proceed with installation until unsatisfactory conditions have been corrected.

APPLICATION AND FINISHING OF GYPSUM BOARD, GENERAL:

Install exposed gypsum board with face side out. Do not install imperfect, damaged or damp boards. Butt boards together for a light contact at edges and ends with not more than 1/16 inch open space between boards. Do not force into place.

Attach gypsum board to supplementary framing and blocking provided for additional support at openings and cutouts.

Space fasteners in gypsum boards in accordance with referenced gypsum board application and finishing standard and manufacturer's recommendations.

END OF SECTION

CERAMIC TILE

GENERAL

Drawings and general provisions of Contract apply to work of this section.

DESCRIPTION OF WORK:

Definition: Tile includes ceramic surfacing units made from clay or other ceramic materials.

Extent of tile work is indicated on drawings and schedules.

Types of tile work in this section include the following:

Unglazed ceramic mosaic floor tile.
Glazed wall tile.

QUALITY ASSURANCE:
Source of Materials: Obtain each color, grade, finish, type, composition, and variety of tile from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the work.

Single-source Responsibility for Setting and Grouting Materials: Obtain ingredients of a uniform quality from one manufacturer for each cementitious and admixture component and from one source or producer for each aggregate.

Installer Qualifications: Engage an experienced Installer who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.

SUBMITTALS:
Submit samples for color selection purposes in form of manufacturer's color charts consisting of actual tiles or sections of tile showing full range of colors, textures and patterns available for each type of tile indicated. Include samples of grout and accessories involving color selection.

DELIVERY, STORAGE, AND HANDLING:
Deliver and store packaged materials in original containers with seals unbroken and labels intact until time of use.

PROJECT CONDITIONS:
Maintain environmental conditions and protect work during and after installation to comply with referenced standards and manufacturer's printed recommendations.

Maintain temperatures at not less than 50 deg.F (10 deg.C) in tiled areas during installation and for 7 days after completion, unless higher temperatures are required by referenced installation standard or manufacturer's instructions.

standard or manufacturer's instructions.

ACCEPTABLE MANUFACTURERS:
Subject to compliance with requirements, provide products of one of the following manufacturers:
American Olean Tile Co., Inc.,
Dal-Tile Corp.,
Interceramic
Dryset Mortars:
Summitville

Latex-Emulsion-Based Latex-Portland Cement Mortars:
American Olean Tile Co., Inc.
Laticrete International, Inc.

PRODUCTS, GENERAL:
ANSI Standard for Ceramic Tile: Comply with ANSI A137.1 "American National Standard Specifications for Ceramic Tile" for types and grades of tile indicated.

ANSI Standard for Tile Installation Materials: Comply with ANSI standard referenced with products and materials indicated for setting and grouting.

TILE PRODUCTS:

Unglazed Ceramic Mosaic Tile (equal to DalTile Price Group2, semi-gloss)
Type: Porcelain, factory-mounted flat tile
Nominal Facial Dimensions: 2" x 2".
Nominal Thickness: 1/4".
Face: Plain with cushion edges.
Glazed Porcelain Floor Tile Owner to designate areas for floor tile and to select tile size, color and manufacturer.
Glazed Wall Tile (equal to DalTile Price Group 2)
Provide flat tile complying with the following requirements:
Nominal Facial Dimensions: 4-1/4" x 4-1/4".
Nominal Thickness: 5/16".
Face: Plain with modified square edge or cushion edge.
Mounting: Factory back-mounted.

Wall tile Trim Units: Provide tile trim units to match characteristics of adjoining flat tile and to comply with following requirements:

Wainscote cap: 2" x 6" bullnose

Internal Corners: Field-butted square corners, except use coved base angle pieces designed to member with stretcher shapes.

SETTING MATERIALS:
Portland Cement Mortar Installation Materials: Provide materials to comply with ANSI A108.1 as required for installation method designated, unless otherwise indicated.

Latex-Portland Cement Mortar: ANSI A118.4 composition as follows:

Prepackaged dry mortar mix composed of Portland cement, graded aggregate, and the following dry polymer additive in the form of a re-emulsifiable powder to which only water is added at job site.

Latex additive (water emulsion) of type described below, serving as a replacement for part or all of gauging water, added at job site to prepackaged dry mortar mix supplied or specified by latex manufacturer.

GROUTING MATERIALS:
Latex-Portland Cement Grout: ANSI A118.6 color as indicated, composition as follows:

Latex additive (water emulsion) service as replacement for part or all of gauging water, added at job site with dry grout mixture, with type of latex and dry grout mix as follows:

Latex Type: Manufacturer's standard.
Latex Type: Acrylic resin.

MIXING MORTARS AND GROUT:
Mix mortars and grouts to comply with requirements of referenced standards and manufacturers for accurately proportioning of materials, water or additive content, mixing equipment and mixer speeds, mixing containers, mixing time, and other procedures needed to produce mortars and grouts of uniform quality with optimum performance characteristics for application indicated.

EXAMINATION:
Examine substrates and areas where surfaces to receive tile work and conditions under which tile will be installed. Do not proceed with tile work until surfaces and conditions comply with requirements indicated in referenced tile installation standard.

PREPARATION:
Blending: For tile exhibiting color variations within the ranges selected during sample Submittals, verify that tile has been blended in factory and packaged accordingly so that tile units taken from one package show the same range in colors as those taken from other packages and match approved samples. If not factory blended, either return to manufacturer or blend tiles at Project site before installing.

INSTALLATION, GENERAL:
ANSI Tile Installation Standard: Comply with applicable parts of ANSI 108 series of tile installation standards included under "American National Standard Specifications for the Installation of Ceramic Tile".

TCA Installation Guidelines: TCA "Handbook for Ceramic Tile Installation"; comply with TCA installation methods indicated or, if not otherwise indicated, as applicable to installation conditions shown.
Accurately form intersections and returns. Perform cutting and drilling of tile without marring visible surfaces. Carefully grind cut edges of tile abutting trim, finish or built-in items for straight aligned joints. Fit tile closely to electrical outlets, piping, fixtures and other penetrations so that plates, collars, or covers overlap tile.

Jointing Pattern: Unless otherwise shown, lay tile in grid pattern. Align joints when adjoining tiles on floor, base, walls and trim are same size. Layout tile work and center tile fields in both directions in each space or on each wall area. Adjust to minimize tile cutting. Provide uniform joint widths, unless otherwise shown.

Grout tile to comply with the requirements of the following installation standards:

For ceramic tile grouts (sand-Portland cement, dry-set, commercial Portland cement, and latex-Portland cement grouts) comply with ANSI A108.10.

Portland Cement Mortar:

Bond coat: Latex-Portland cement mortar on cured bed, ANSI A108.5
Bond coat: Portland cement paste or dust coat on plastic bed.

CLEANING AND PROTECTION:
Upon completion of placement and grouting, clean all ceramic tile surfaces so they are free of foreign matter.Remove latex-Portland cement grout residue from tile as soon as possible.

Unglazed tile may be cleaned with acid solutions only when permitted by tile and grout manufacturer's printed instructions, but no sooner than 14 days after installation. Protect metal surfaces, cast iron and vitreous plumbing fixtures from effects of acid cleaning. Flush surface with clean water before and after cleaning.

Finished Tile Work: Leave finished installation clean and free of cracked, chipped, broken, unbanded, or otherwise defective tile work.

Provide final protection and maintain conditions in a manner acceptable to manufacturer and installer that ensures that tile is without damage or deterioration at time of Substantial Completion.

When recommended by tile manufacturer, apply a protective coat of neutral protective cleaner to completed tile walls and floors. Protect installed tile work with kraft paper or other heavy covering during construction period to prevent staining, damage, and wear.

Prohibit foot and wheel traffic from tiled floors for at least 7 days after grouting is completed.

END OF SECTION

ACOUSTICAL CEILING SUSPENSION SYSTEM

SCOPE:

Perform all work required to complete the Acoustical ceiling Steel exposed suspension system indicated by the Contract Documents and furnish all supplementary items for the proper installation.

SUBMITTAL:

Samples : Submit 12" x 12" samples of suspension system showing cross tee connection to main beam. Submit 12" long sample of angle molding.

ACCEPTABLE MANUFACTURERS:

Material manufactured by any of the following manufacturers is acceptable, provided it complies with the Contract Documents:

a. ARMSTRONG
b. CHICAGO METALLIC
c. DONN PRODUCTS, INC.
d. EASTERN PRODUCTS CORPORATION

MATERIALS: only as applicable.

STEEL EXPOSED SUSPENSION GRID SYSTEM: CHICAGO METALLIC FIRE FRONT 250 SYSTEM, chemically cleansed, electro-galvanized and bonderized, with high baked enamel finish on all parts and painted white enamel finish on exposed surfaces, ASTM C-635, maximum deflection 0.133 inch, Intermediate Duty.

1. Main Beams:.015 inch minimum commercial grade steel, bulb section, 1-1/2" web and 15/16" flange, 12 lbs. per lineal fool simple span minimum load limit. Rout beams at 12" on center.
2. Cross Tees: .015 inch minimum steel, 1-1/4 " web and 15/16" flange, force TAB-LOCK ends for attachment to adjoining beam cross tee, providing minimum torsional movement and lateral displacement. Rout tees at 12" on center.

3. Beam Cross Tees: .015 inch minimum steel, 1-1/2' web and flange formed TAB-LOCK ends for attachment to adjoining main beam, providing torsional movement and lateral displacement, 12 lbs. per lineal foot simple span minimum load limit. Rout tees at 12".

4. Angle Moulding: .020 inch minimum cold rolled steel, 15/16"x15/16".

5. Accessories: Specifically designed as an integral part of the grid system.

6. **Fire rated. Fire rated ceilings are required throughout. (1-Hr.)**

WIRE: 12 gauge galvanized, soft annealed, mild steel wire.

PREPARATION:
Examine spaces and correct defects that could interfere with proper installation. Installed suspension system shall meet requirements of " Specifications for Acoustical Tile and Lay-In Panel Ceiling Suspension System," published by the Acoustical Materials Association.

Install acoustical treatment after moist materials have been installed. maintain temperature and humidity conditions closely approximating the interior conditions which will exist when the building is occupied but not less than 50 degrees or more than 85 degrees F. before, during and after installation.

Layout spaces and arrange suspension system in a regular pattern parallel or perpendicular to surrounding walls. Arrange system symmetrically about room centerlines in both directions equalizing borders. No border shall be less than one -half the tile width.

STEEL EXPOSED SUSPENSION SYSTEM INSTALLATION:
Install angle moulding around perimeters and abutting surfaces, at proper level for finished ceiling height. Miter angle moulding at exterior corners; cut flanges and bend web to form interior corners.

Suspend main beams spaced 4'-0" on center from structure with wire hangers spaced 4'-0" on center. Install main beams level within 1/8" in 12 feet with hanger wire taut and tightly wrapped to prevent vertical movement or rotation. do not make local kinks or bends in hanger wires as a means of leveling. Join beams with approved splice unit. Install at 2'-0" o.c. where 24" x 24" ceiling tile is scheduled.

Install beam cross tees at right angles to main beams, space at 2'-0" on center and join to main beams with positive interlock. Install beam cross tees to within 1/32" of their required location and within 0.015 inch of the same horizontal plane as main beam, and never below continuous member.

Lay ends of main beams and cross tees on angle mouldings at vertical surfaces. Provide additional hanger wires at each corner of recessed light troffers and other concentrated load conditions to prevent deflection in excess of 1/240th of the span.

Install cross tees at right angles to beams cross tees to support ends of light fixtures, diffusers or grilles.

CLEANING AND PROTECTION
Protect acoustical materials and treatment from damage before, during and after installation. Clean to remove soil and stain. Remove and replace damaged units and units which cannot be cleaned. Remove excess materials and debris from Site.
See ceiling specifications for additional requirements for grid systems.

END OF SECTION

ACOUSTICAL CEILING LAY-IN PANELS

SCOPE
Perform all work required to complete the Acoustical Ceiling lay-In Panels indicated by the Contract Documents and furnish all supplementary items for their proper installation.

SUBMISSIONS
Samples:Submit 12"x12" samples of each type acoustical unit specified. Submit 12" long sample of angle molding.

ACCEPTABLE MANUFACTURERS
Material manufactured by any of the following manufacturers is acceptable provided it complies with the Contract Documents

Armstrong Building Products
Conweb Corporation
United States Gypsum
The Celotex Corporation
National Gypsum Company

MATERIALS

CEILING TILES, Equal to following: (all 1-hr. fire rated)

24" x 48" ceilings: Armstrong *Cortega, Square Lay In* , white, grid face: 15/16".
At end of project, leave extra ceiling panels on site for Owner's future use.

PREPARATION
Examine spaces and correct defects that could interfere with proper installation. Installed ceiling system shall meet requirements of " Specifications for Acoustical Tile and Lay-In Panel Ceiling Suspension System ", published by the Acoustical Materials Associations.

Install acoustical treatment after-moist materials have been installed. Maintain temperature and humidity conditions closely approximating the interior conditions which will exist when the building is occupied but not less than 50F degrees or more than 85F degrees before, during and after installation.

ACOUSTICAL PANEL INSTALLATION

Rest acoustical units on flanges of inverted tees with units neatly fitted against abutting surfaces. Fit acoustical units closely and accurately around recessed lighting fixtures, grilles and other fixtures or equipment passing through or in the plane of acoustical finish.

Hold acoustical units in place with a minimum of four hold-down clips per unit at entrances and over partitions. Provide additional hold down clips where acoustical units do not fit snug to system flanges.

INSULATION INSTALLATION

Install insulation blankets above ceilings where indicated with all joints butted tightly. Completely

cover entire surface with blankets free from wrinkles, sags, tears, raptures, etc. Lay batts flat in the ceiling without being compressed. place snug against each other so as to leave no space between batts.

CLEANING AND PROTECTION

Protect acoustical materials and treatment from damaged before, during and after installation. Clean to remove soil and stain. Remove and replace Damage units and units which cannot be cleaned. Remove excess materials and debris from site.

END OF SECTION

VINYL COMPOSITION FLOORING

RELATED DOCUMENTS
Drawings and general provisions of Contract apply to work of this section.

DESCRIPTION OF WORK
Extent of resilient flooring and accessories is shown on drawings and in schedules.

QUALITY ASSURANCE
Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

Performance: Flame Spread: Not more than 75 per ASTM E 84.
Smoke Developed: Not more than 450 per ASTM E 84.
Smoke Density: Not more than 450 per ASTM E 662.

SUBMITTALS
Samples for Initial Selection Purposes: Submit manufacturer's standard color charts in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available.

Maintenance Instructions: Submit 2 copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

PROJECT CONDITIONS
Maintain minimum temperature of 65 deg. F (18 deg. C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55 deg. F (13 deg. C) in areas where work is completed.

Install resilient flooring and accessories after other finishing operations, including painting, have been completed. Do not install resilient flooring over concrete slabs until the latter have been cured and are sufficiently dry to achieve bond with adhesive as determined by resilient flooring manufacturer's recommended bond and moisture test.

ManufactureR of flooring:: Subject to compliance with requirements, provide products of one of the following:

Armstrong World Industries, Inc.
Azrock Floor Products Div., Azrock Industries, Inc.
Kentile Floors, Inc.

Manufacturers of Vinyl Wall Base:

Mercer Armstrong Azrock

RESILIENT FLOORING COLORS AND PATTERNS:
Provide color and patterns as selected by the Owner from manufacturer's standards. Match

existing tile color and pattern as directed by Owner.

Vinyl Composition Tile: FS SS-T-312, Type IV; 12" x 12" and as follows:
Composition 1 - asbestos-free. Gage: 1/8", Standard grade.

ACCESSORIES
Vinyl Wall Base: Provide vinyl base complying with FS SS-W-40, Type II, with matching end stops and preformed or molded corner units, and as follows:

Wall Base: Height: 4". (Roll Stock)
Thickness: 1/8" gage.
Style: Standard top-set cove
Finish: Standard Matte

Adhesives (Cements): Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions.

Concrete Slab Primer: Non-staining type as recommended by flooring manufacturer.

Leveling and Patching Compounds: Latex types as recommended by flooring manufacturer.

INSPECTION
Require Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.

Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory.

PREPARATION
Prepare sub-floor surfaces as follows:

Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in subfloors.

Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.

Broom clean or vacuum surfaces to be covered, and inspect subfloor.

Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

INSTALLATION
Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions. Extend resilient flooring into toe spaces, door reveals, and into closets and similar openings. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.

Tightly cement resilient flooring to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient flooring at perimeter of each covered area to assure adhesion.

INSTALLATION OF TILE FLOORS
Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of room area of equal width. Adjust as necessary to avoid use of cut widths less than 1/2 tile at room perimeters. Lay tile square to room axis.

Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.

Lay tile with grain running in one direction.

Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions.

Caulk around bottom of all door frames.

INSTALLATION OF ACCESSORIES
Apply wall base to walls, columns, pilasters, casework and other permanent fixtures in rooms or areas where base is required. Install base in lengths as long as practicable, with preformed corner units, or fabricated from base materials with mitered or coped inside corners. Tightly bond base to substrate throughout length of each piece, with continuous contact at horizontal and vertical surfaces.

CLEANING AND PROTECTION
Perform following operations immediately upon completion of resilient flooring:

Sweep or vacuum floor thoroughly. Do not wash floor until time period recommended by resilient flooring manufacturer has elapsed to allow resilient flooring to become well-sealed in adhesive.

Remove any excess adhesive or other surface blemishes, using appropriate cleaner recommended by resilient flooring manufacturers.

Clean resilient flooring not more than 4 days prior to date scheduled for inspections intended to establish date of substantial completion in each area of project. Clean resilient flooring by method recommended by resilient flooring manufacturer.

Strip protective floor polish, which was applied after completion of installation, prior to cleaning. Reapply floor polish after cleaning.

EXTRA STOCK
Deliver stock of maintenance materials to Owner

END OF SECTION

PAINTING

DESCRIPTION OF WORK

Extent of painting work is indicated on drawings and schedules, and as herein specified.

Work includes painting and finishing of interior exposed items and surfaces throughout project, except as otherwise indicated.

Surfaces to be Painted: Where items or surfaces are not specifically mentioned, paint the same as similar adjacent materials or areas. If color or finish is not designated, Owner will select these from standard colors or finishes available.

Do not paint over any code-required labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name, or nomenclature plates.

QUALITY ASSURANCE

Provide primers and other undercoat paint produced by same manufacturer as finish coats. Use only thinners approved by paint manufacturer, and use only within recommended limits.

SUBMITTALS

Product Data: Submit manufacturer's technical information including paint label analysis and application instructions for each material proposed for use.

Samples: Prior to beginning work, Owner will furnish color chips for surfaces to be painted. Use representative colors when preparing samples for review .Provide a listing of material and application for each coat of each finish sample.

DELIVERY AND STORAGE

Deliver materials to job site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:

Name or title of material.
Manufacturer's name.
Contents by volume, for major pigment and vehicle constituents.
Thinning instructions.
Application instructions.
Color name and number.

Store materials not in actual use in tightly covered containers. Maintain containers used in storage of paint in a clean condition, free of foreign materials and residue.

Protect from freezing where necessary. Keep storage are a neat and orderly. Remove oily rags and waste daily. Take all precautions to ensure that workmen and work areas are adequately protected from fire hazards and health hazards resulting from handling, mixing and application of paints.

JOB CONDITIONS

Apply water-base paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 deg. F (10 deg. C) and 90 deg. F (32 deg. C), unless otherwise permitted by paint manufacturer's printed instructions.

Apply solvent-thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 deg. F (7 deg. C) and 95 deg. F (35 deg. C), unless otherwise permitted by paint manufacturer's printed instructions.

Do not apply when relative humidity exceeds 85%, or to damp or wet surfaces, unless otherwise permitted by paint manufacturer's printed instructions.

Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

PRODUCTS

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include; but are not limited to, the following:

PPG Industries, Pittsburgh Paints (Pittsburgh).
Pratt and Lambert (P & L).
The Sherwin-Williams Company (S-W).

INSPECTION

Applicator must examine areas and conditions under which painting work is to be applied and notify Contractor in writing of conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to Applicator.

Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

SURFACE PREPARATION

Perform preparation and cleaning procedures in accordance with paint manufacturer's instructions and as herein specified, for each particular substrate condition. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items in place and not to be finish-painted, or provide surface-applied protection prior to surface preparation and painting operations. Remove, if necessary, for complete painting of items and adjacent surfaces. Following completion of painting of each space or area, reinstall removed items.

Clean surfaces to be painted before applying paint or surface treatments. Remove oil and grease prior to mechanical cleaning. Program cleaning and painting so that contaminants from cleaning process will not fall onto wet, newly-painted surfaces.

Wood: Clean wood surfaces to be painted of dirt, oil, or other foreign substances with scrapers, mineral spirits, and sandpaper, as required. Sandpaper smooth those finished surfaces exposed to view, and dust off. Scrape and clean small, dry, seasoned knots and apply a thin coat of white shellac or other recommended knot sealer, before application of priming coat. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood-filler. Sandpaper smooth when dried.

Prime, stain, or seal wood required to be job-finished immediately upon delivery to job. Prime edges, ends, faces, undersides, and backsides of such wood, including cabinets,

When transparent finish is required, use spar varnish for backpriming.

Seal tops, bottoms, and cut-outs of unprimed wood doors with a heavy coat of varnish or equivalent sealer immediately upon delivery to job.

Ferrous Metals: Clean ferrous surfaces, which are not galvanized or shop-coated, of oil, grease, dirt, loose mill scale and other foreign substances by solvent or mechanical cleaning.

Touch-up shop-applied prime coats wherever damaged or bare, where required by other sections of these specifications. Clean and touch-up with same type shop primer.

MATERIALS PREPARATION

Mix and prepare painting materials in accordance with manufacturer's directions. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.

Stir materials before application to produce a mixture of uniform density, and stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.

APPLICATION

Apply paint in accordance with manufacturer's directions. Use applicators and techniques best suited for substrate and type of material being applied. Provide finish coats which are compatible with prime paints used.

SCHEDULING PAINTING:

Apply first-coat material to surfaces that have been cleaned, pre-treated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration. Allow sufficient time between successive coatings to permit proper drying. Do not re-coat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

MINIMUM COATING THICKNESS:

Apply materials at not less than manufacturer's recommended spreading rate, to establish a total dry film thickness as indicated or, if not indicated, as recommended by coating manufacturer.

Apply prime coat of material which is required to be painted or finished, and which has not been prime coated by others. Re-coat primed and sealed surfaces where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects due to insufficient sealing.

STIPPLE ENAMEL FINISH:

Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.

PIGMENTED (OPAQUE) FINISHES:

Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness or other surface imperfections will not be acceptable.

COMPLETED WORK:
Match approved samples for color, texture and coverage. Remove, refinish or repaint work not in compliance with specified requirements.

CLEAN-UP AND PROTECTION
Clean-Up: During progress of work, remove from site discarded paint materials, rubbish, cans and rags at end of each work day. Upon completion of painting work, clean window glass and other paint-spattered surfaces. Remove spattered paint by proper methods of washing and scraping, using care not to scratch or otherwise damage finished surfaces.

Protection: Protect work of other trades, whether to be painted or not, against damage by painting and finishing work. Correct any damage by cleaning, repairing or replacing, and repainting, as acceptable to Architect.

Provide "Wet Paint" signs as required to protect newly-painted finishes. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

At completion of work of other trades, touch-up and restore all damaged or defaced painted surfaces.

END OF SECTION

TOILET COMPARTMENTS

RELATED DOCUMENTS

Drawings and general provisions of the contract apply to work of this section.

SUMMARY

Extent of toilet partitions is indicated on drawings.
Type of toilet compartments : Plastic laminate finish.
Style of toilet compartments : Floor supported, overhead braced.
Toilet accessories, such as toilet paper holders, grab bars etc., are specified in a separate Section.

SUBMITTALS

Submit manufacturer's detailed technical data for materials, fabrication, and installation, including catalog cuts of anchors, hardware, fastenings, and accessories.

Submit shop drawings for fabrication of toilet partition assemblies.

Submit full range of standard color samples.

QUALITY ASSURANCE

Take field measurements prior to preparation of shop drawings and fabrication where possible, to ensure proper fitting of work. However, allow for adjustments within specified tolerances where ever taking of field measurements before fabrication might delay work.

Furnish inserts and anchorages which must be built into other work for installation of toilet partitions and related work; coordinate delivery with other work to avoid delay.

PRODUCTS

Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

Accurate Partitions Div., United States Gypsum Co.
American Sanitary Partition Corp.
Ampco Products Inc.
Bobrick Washroom Equipment, Inc.
Tex-Lam Manufacturing

MATERIALS

Provide materials which have been selected for surface flatness and smoothness. Exposed surfaces which exhibit pitting, seam marks, roller marks, stains, discolorations, telegraphing of core material, or other imperfections on finished units are not acceptable.

Plastic Laminate: NEMA Std. LD-3, minimum 0.050" thick.

Core Material for Plastic Laminate: Manufacturer's standard particleboard, in thickness to provide nominal dimension of 1" minimum for all components.

Pilaster Shoes: ASTM A 167, Type 302/304 stainless steel, not less than 3" high, 20 gage, finished to match hardware.

Stirrup Brackets: Manufacturer's standard design for attaching panels to walls and pilasters, either chromium-plated non-ferrous cast alloy ("Zamac") or anodized aluminum.

Hardware and Accessories: Manufacturer's standard design, heavy-duty operating hardware and accessories of chromium-plated non-ferrous cast alloy ("Zamac").

Overhead-Bracing: Continuous extruded aluminum, anti-grip profile, with clear anodized finish.

Anchorages and Fasteners: Manufacturer's standard exposed fasteners of stainless steel, or chromium-plated steel, finished to match hardware, with theft-resistant type heads and nuts. For concealed anchors, use hot-dip galvanized, cadmium-plated, or other rust-resistant protective-coated steel.

FABRICATION

Furnish units with cutouts, drilled holes, and internal reinforcement to receive partition-mounted hardware, accessories, and grab bars, as indicated.

Doors Dimensions: Furnish 24" wide toilet stalls and 36" wide at stalls equipped for use by handicapped as shown on plan.

Pressure-laminate one-piece face sheets to core material with no splices or joints, and with edges straight and sealed. Seal exposed core material at cutouts to protect against moisture.

Overhead-Braced Partitions: Furnish galvanized steel supports and leveling bolts at pilasters, as recommended by manufacturer to suit floor conditions. Make provisions for setting and securing continuous extruded aluminum anti-grip overhead-bracing at top of each pilaster. Furnish shoe at each pilaster to conceal supports and leveling mechanism.

Floor-Supported Partitions: Furnish galvanized steel anchorage devices, complete with threaded rods, lock washers, and leveling adjustment nuts at pilasters, to permit structural connection at floor. Furnish shoe at each pilaster to conceal anchorage.

Hardware: Furnish hardware for each compartment in partition system, as follows:

Hinges: Cutout inset type, adjustable to hold door open at any angle up to 90 degrees. Provide gravity type, spring-action cam type, or concealed torsion rod type, to suit manufacturer's standards.

Latch and Keeper: Manufacturer's standard surface-mounted latch unit, designed for emergency access, with combination rubber-faced door strike and keeper.

Coat Hook: Manufacturer's standard unit, combination hook and rubber-tipped bumper, sized to prevent door hitting mounted accessories.

Door Pull: Manufacturer's standard unit for out-swing doors.

INSTALLATION

General: Comply with manufacturer's recommended procedures and installation sequence. Install partitions rigid, straight, plumb, and level. Provide clearances of not more than 1/2" between pilasters and panels, and not more than 1" between panels and walls. Secure panels to walls with not less than two stirrup brackets attached near top and bottom of panel. Locate wall brackets so that holes for wall anchorages occur in masonry or tile joints. Secure panels to pilasters with not less than two stirrup brackets located to align with stirrup brackets at wall. Secure panels in position with manufacturer's recommended anchoring devices.

Overhead-Braced Partitions: Secure pilasters to floor and level, plumb, and tighten installation with devices furnished. Secure overhead-brace to each pilaster with not less than two fasteners. Hang doors and adjust so that tops of doors are parallel with overhead-brace when doors are in closed position.

Floor-Supported Partitions: Set pilaster units with anchorages having not less than 2" penetration into structural floor, unless otherwise recommended by partition manufacturer. Level, plumb, and tighten installation with devices furnished. Hang doors and adjust so that tops of doors are level with tops of pilasters when doors are in closed position.

ADJUST AND CLEAN

Hardware Adjustment: Adjust and lubricate hardware for proper operation. Set hinges on in-swinging doors to hold open approximately 30 degrees from closed position when unlatched. Set hinges on out-swinging doors (and entrance swing doors) to return to fully closed position.

Clean exposed surfaces of partition systems using materials and methods recommended by manufacturer, and provide protection as necessary to prevent damage during remainder of construction period.

END OF SECTION

ROOM IDENTIFICATION SIGNS

SIGNS: Provide and install plastic nameplates. All nameplates to include braille.
Engraved plastic name plates shall be manufactured by the Knight Manufacturing Company, Houston, Texas, or Matthews, Gemini Inc., Metallic Arts, A.R.K. Ramos, or OMC Industries.
Room name plates shall be of size required for text.
Colors to be selected by Owner. Letters to be Helvetica Medium, 3/4" high.
Text for each name plate to be provided by Owner.

HANDICAP SIGNS FOR TOILET ROOMS:
shall be raised 1/32" and characters shall be a minimum of 5/8" high.

Text (2 of each) : **RESTROOM** + accessibility symbol and men adult symbol.
RESTROOM + accessibility symbol women adult symbol.

Install nameplates 60" A.F.F. to center line and 8" from door strike.

LETTERS: Provide and install building identification letters as follows:
Letters to be No.205 Prismatic Roman style with light bronze anodized finish.
Manufacturers: Matthews, Gemini, Southwell, Metallic Arts, A.R.K. Ramos
Installation to be with metal studs into stucco..

Letters required: (10" high, all caps) : **HIDALGO COUNTY DISTRICT ATTORNEY**
(6" high, caps & lower case) : **Misdemeanor Section**
(6" high, caps & lower case) : **Civil Section**

Letters shall be installed with concealed fasteners onto gyp. bd. Wall.

END OF SECTION

FIRE EXTINGUISHERS

RELATED DOCUMENTS

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

DESCRIPTION OF WORK

Extent of fire extinguishers, cabinets and accessories is indicated on drawings.

Definition: "Fire extinguishers" as used in this section refers to units which can be hand-carried as opposed to those which are equipped with wheels or to fixed fire extinguishing systems.

Types of products required include:

Fire extinguishers. **7 required**

Fire extinguisher cabinets. **7 required**

QUALITY ASSURANCE

Obtain products in this section from one manufacturer. Provide portable fire extinguishers which are UL-listed and bear UL "Listing Mark" for type, rating, and classification of extinguisher indicated.

SUBMITTALS

Product Data: Submit product data for each type of product included in this section. For fire extinguisher cabinets include roughing-in dimensions and details showing mounting methods, relationships of box and trim to surrounding construction, door hardware, cabinet type and materials, trim style and door construction, and panel style and material. Submit manufacturer's color cards showing full range of standard colors available.

AVAILABLE MANUFACTURERS

Subject to compliance with requirements, manufacturers offering products which may be incorporated in the work include, but are not limited to, the following:

J.L. Industries.
Larsen's Mfg. Co.
Johnson-Lee, Division of W.F. Lee Corp.
Muckle Manufacturing, Division of Technico, Inc.

FIRE EXTINGUISHERS

Fill and service extinguishers to comply with requirements of governing authorities and manufacturer's requirements.

Abbreviations indicated below to identify extinguisher types related to UL classification and rating system and not, necessarily to type and amount of extinguishing material contained in extinguisher.

Fire Extinguisher type: For A, B and C class fires. Rating to be as required by Fire Marshall , 10 lb. nominal capacity in enameled steel container.

FIRE EXTINGUISHER CABINETS

General: To match existing cabinets, provide MODEL C2409-R as manufactured by Larsen's Manufacturing Co.

Construction: Manufacturer's standard enameled steel box, with trim, frame, door and hardware to suit cabinet type, trim style, and door style indicated. Weld all joints and grind smooth. Miter and weld perimeter door frames.

Cabinet Type: Suitable for semi-recessed mounting in walls of shallow depth.

Trim Style: Fabricate trim in one piece with corners mitered, welded and ground smooth.

Exposed Trim: One-piece combination trim and perimeter door frame overlapping surrounding wall surface with exposed trim face and wall return at outer edge (backbend).

Rolled-Edge Trim: Rounded edges with backbend depth as follows:

Depth: 2-1/2".

Trim Metal: Of same metal as door.

Door Material and Construction: Manufacturer's standard door construction, of material indicated, coordinated with cabinet type and trim style selected.

Enameled Steel: Manufacturer's standard finish.

Door Glazing: One-piece clear plastic.

Door Style: Bubble type

Door Hardware : Concealed door pull, standard plated metal components , with bright chrome plated finish.

FACTORY FINISHING OF FIRE EXTINGUISHER CABINETS

General: Apply finishes in factory after products are assembled. Protect cabinets with plastic or paper covering, prior to shipment.

Painted Finishes: Provide painted finish to comply with requirements indicated below for extent, preparation and type:

Extent of Painted Finish: Apply painted finish to both concealed and exposed surfaces of cabinet components except where other than a painted finish is indicated.

Color: Provide color or color matches indicated, or, if not otherwise indicated, as selected by Architect from manufacturer's standard colors.

Preparation: Clean surfaces of dirt, grease, and loose rust or mill scale.

Baked Enamel Finish: Immediately after cleaning and pretreatment, apply cabinet manufacturer's standard baked enamel finish system to the following surfaces:

EXECUTION

Install items included in this section in locations and at mounting heights indicated, or if not indicated, at heights to comply with applicable regulations of governing authorities.

Prepare recesses in walls for fire extinguisher cabinets as required by type and size of cabinet and style of trim and to comply with manufacturer's instructions.

Securely fasten mounting brackets and fire extinguisher cabinets to structure, square and plumb, to comply with manufacturer's instructions.

IDENTIFICATION

Identify existence of fire extinguisher in cabinet with lettering spelling "FIRE EXTINGUISHER" applied to door by process indicated below. Provide lettering to comply with requirements indicated for letter style, color, size, spacing and location or, if not otherwise indicated, as selected by Architect from manufacturer's standard arrangements.

Application Process: Silk screen.

END OF SECTION

TOILET ROOM ACCESSORIES

GENERAL:
Drawings and general provisions of Contract apply to work of this section.

DESCRIPTION Provide and install accessories as scheduled herein.

PRODUCTS:
All toilet and bath accessories shall be complete with all required fastenings, and all fastenings shall harmonize with the item being fastened. Provide concealed fastenings

All exposed portions of toilet accessories shall be Type 304 stainless steel.

Provide products of the same manufacturer for each type of accessory unit and for units exposed in the same areas, wherever possible. Coordinate with the Architect for acceptable designs and finishes.

ACCESSORIES: (ASI numbers shown) :

Item	Item Number	Number required
Toilet Tissue Dispenser	0710	4
Soap Dispenser	0342	4
Paper Towel Dispenser	0210	4
Mirror	0620 (18"x 36")	8
Grab Bar	3200 Series (42")	4
Grab Bar	3200 Series (36")	4

Mounting heights to be as shown on plans.

END OF SECTION

EXHIBIT "A"
HIDALGO COUNTY
"Purchase of Door Frames for the Old Administration Building 3rd Floor"
BID NO: 2009-071E
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

GENERAL REQUIREMENTS

The following are the minimum requirements and/or specifications that will be acceptable to the County. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

Hidalgo County is seeking to bids for:"**Purchase of Door Frames for the Old Administration Building 3rd Floor**" from a qualified vendor, to include but not limited to, the following:

SPECIFICATIONS:

Purchase of Door Frames for the Old Administration Building 3rd Floor with the following Door Frame Specifications.

Description	Size	Quantity
	35 ¾ width, 83 ¼ height	
Single doors Jams	L/H	6
	R/H	7
Side light Jams	R/H	7
	L/H	35
Frames	35 ¾ width, 83 ¼ height-included ball bearing hinges (3 per door)	**55 T**otal
Material	Ash	
FRAMES		
1-L/H single door Jam 6 1/8 2-R/H single door Jam 6 1/8 1-L/H w/side light Jam 6 1/8 1-L/H w/side light Jam 5 ½ 1-R/Hw/side light Jam 5 ½ All other Jams 4 ¾		
Door Jam height prior to installation is 85 ¼ outside measurement, jam width 54"		
2 each -Stairwell 36" Hollow metal doors w/fire rated glass, (2 hour fire rating) 1-L/H and 1-R/H.		
1 each -Storage room 24" L/H door		

TERMS, CONDITIONS AND REQUIREMENTS

EXHIBIT "A"
HIDALGO COUNTY HEALTH DEPARTMENT
"PURCHASE OF ONE (1) NEW MOBILE COMMUNICATION UNIT"
BID NO: 2009-309-08-17-YZV
SPECIFICATIONS/REQUIREMENTS, TERMS, CONDITIONS

1. All tangible goods being bid must be new and unused, unless otherwise specified, in first-class condition, of current manufacture, and furnished ready to use. All items not specifically mentioned that are required for a complete unit shall be furnished.

2. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. **AWARD:** Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications /and or requirements.

4. **PAYMENT:** Payment will be made within 30 days upon arrival, inspection and approval, and receipt of an itemized invoice with proper title documentation.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

6. Hidalgo County reserves the right to purchase from state contracts whenever it is in the best interest to do so.

ADDITIONAL CONDITIONS AND REQUIREMENTS:

Further information required for this project can be addressed to, Moises Salazar, Buyer II, Hidalgo County Purchasing Department (956) 318-2626 or e-mail: moises.salazar@co.hidalgo.tx.us. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2802 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED. ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Monday, 2009, 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **Wednesday, , 2009 5:00 P.M.**