AI-17412 **6.D.**

Claim of Guadalupe Guzman

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Guadalupe Guzman

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:22 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 03:48 PM

Final Approval Date: 09/11/2009

AI-17415 **6.E.**

Claim of Baldemar Castillo

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Baldemar Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:23 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 04:02 PM

Final Approval Date: 09/11/2009

AI-17413 **7.D.**

Claim of Guadalupe Guzman

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Guadalupe Guzman

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:22 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 03:51 PM

Final Approval Date: 09/11/2009

AI-17416 **7.E.**

Claim of Baldemar Castillo

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Baldemar Castillo

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:24 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 04:04 PM

Final Approval Date: 09/11/2009

AI-17453 **10.B.**

2010 Budget Process

CC REGULAR

Date:	09/15/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status report on 2010 Budget Process.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 09:45 AM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Angela Garcia Started On: 09/11/2009 09:38 AM

Final Approval Date: 09/11/2009

AI-17437 **10.C.**

Status re: Int. Agree. - CO. & DD - Subsidiary Agree.

CC REGULAR

Date:	09/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

1. Status Update Regarding Interlocal Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements.

2. Status Update Regarding Subsidiary Agreement Between County of Hidalgo and Hidalgo County Drainage District No. 1, and matters related thereto; consider approval of any agreements relating to sale or lease of personal and real property.

BACKGROUND

Agreements (if available) to be provided by Bond Counsel.

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/10/2009 04:01 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Monica Badillo — Started On: 09/10/2009 03:08 PM

Final Approval Date: 09/11/2009

AI-17435 **10.D.**

Status Report regarding the SAFEGuard Project

CC REGULAR

Date:	09/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Status Report regarding the SAFEGuard Project

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/10/2009 03:58 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Monica Badillo Started On: 09/10/2009 02:55 PM

Final Approval Date: 09/11/2009

AI-17459 **10.E.**

457 Withdrawal

CC REGULAR

Date:	09/15/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of the 457 Plan Hardship Withdrawal request for employee #103527.

BACKGROUND

Fiscal Impact

Attachments

Link: Employee #103527

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 11:37 AM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Angela Garcia Started On: 09/11/2009 11:31 AM

Final Approval Date: 09/11/2009

#103527

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

457 Plan

Please print or type.
Plan Name

Participant Name

Address

Social Security N

SECTION I – Ha

I understand that thi
this withdrawal is ne
distributions, other t
me under the Plan,
taxable as ordinary
unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

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

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

(✓) 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 $ 4000 Year-to-date deferrals 1400.00

Total amount deferred since you initially joined the plan $ 4200.30

Have you ever taken a hardship before? NO If so what was the amount taken $ N/A

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 8-31-09

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) 980-7133

AI-17464 **10.F.**

Certificates of Obligation, Series 2009 B-C

CC REGULAR

Date:	09/15/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Presentation on Plan of Finance for Certificates of Obligation, Series 2009 B-C debt issuance.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 03:17 PM	APRV
2	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Sergio Cruz — Started On: 09/11/2009 01:35 PM

Final Approval Date: 09/11/2009

AI-17477 **10.G.**

Collaboration Agreement - Poverty Proj

CC REGULAR

Date:	09/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Sofia - Co. Judge's
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Collaboration Agreement and/or resolution for the Pathways out of Poverty Project of the Rio Grande Valley Region

BACKGROUND

Fiscal Impact

Attachments

Link: backup

Form Routing/Status

Form Started By: Monica Badillo	Started On: 09/11/2009 05:10 PM
Final Approval Date: 09/11/2009	

Collaboration Agreement
Pathways Out of Poverty Project
Rio Grande Valley Region

Deleted: Partnership

Collaboration partners in the Rio Grande Valley community are proud to be a part of the Pathways Out of Poverty Project. Our goals are to move unemployed and underemployed people out of poverty and into high growth, green jobs. Our comprehensive partnership will develop a skilled labor pool so that the energy industry in our area can thrive and grow. The partnership wholeheartedly supports this project. Each partner has a unique and important role in this effort:

Deleted: P

Valley Initiative for Development and Advancement (VIDA) (Non-profit organization) will be the lead partner and will coordinate the efforts in the Rio Grande Valley Region. It will work with project partners to recruit, train, and place participants in demand occupations and prepare for emerging employment from the green initiatives. It will pay for tuition, fees, books, and childcare for participants (with DOL and other funding) and assist participants with applying for financial aid. A core activity for VIDA will be weekly case management for all project participants.

Deleted: .

Workforce Solutions - Hidalgo County, Workforce Solutions Cameron (Public workforce investment systems) will assist with recruiting project participants, identifying demands in the workforce and employment support in emerging green industries and/or incremental training for incumbent workers. Whenever possible and with joint assessment, our respective teams will labor to leverage resources to best meet the needs of the participants served in this proposal.

South Texas College, Texas State Technical College, University of Texas/Texas Southmost College (Education and training community) will work with VIDA and employer partners to develop training for emerging green occupations. It will provide training/education, provide the College Prep Academy to ensure that participants are ready for college-level work, and provide space for weekly case management meetings. As primary training providers, our partners at STC, TSTC, and UTB/TSC will work closely with VIDA and the other project partners in the development of customized and/or certification training for emerging green occupations.

The International Brotherhood of Electrical Workers, Independent Electrical Contractors, National Association Plumbing, Heating and Cooling contractors of American (Labor organization / employers) will train area residents in the electrical and plumbing apprenticeship programs. Their memberships will provide the *On the Job Training* component, and will ultimately be a reliable and dependable source of employment for the graduates. .

Starr County; Hidalgo County; Willacy, Starr, and Cameron County (public sector / employers) will provide VIDA with PSA for recruitment of training participants as well as employers. Moreover, this region has received ARRA monies for weatherization. In as much, the counties of Hidalgo, Cameron, Starr and Willacy will look to the various training efforts in this grant for employment when appropriate.

Cities of Mission, McAllen, Edinburg, Weslaco, Mercedes, La Feria, Harlingen, Brownsville, Port Isabel, and Combes (economic development / employers) VIDA is funded in large part by cities in the four-county region and more specifically by the economic development entities. In that vein, the Cities herein identified will work with VIDA in utilizing the training opportunities in this grant as a component to job creation and job retention in their respective communities.

Deleted: .

Valley Interfaith (Non-profit organization) will work in partnership with VIDA to secure other funding for the project, recruit project participants, and recruit employers.

Myra Caridad García, Executive Director
Valley Initiative for Development and Advancement

David Oliveira, Chairman of the Board
Valley Initiative for Development & Advancement

Yvonne "Bonnie" Gonzalez, CEO
WorkForce Solutions, Hidalgo

Gaylen Lange, Executive Director
WorkForce Solutions, Cameron

Dr. Shirley Reed, President
South Texas College

Eloy Vera, County Judge
Starr County

Dr. Cesar Maldonado, President
Texas State Technical College

Eliseo Barnhart, County Judge
Willacy County

Dr. Juliet Garcia, President
University of Texas Brownsville &
Texas Southmost College

Carlos Cascos, County Judge
Cameron County

Juan D. Salinas III, County Judge
Hidalgo County

Ramiro Garza, Executive Director
Edinburg Economic Development Corp.

Deleted: .

Keith Patridge, President & CEO
McAllen Economic Development Corp.

Pat Townsend, President/CEO
Mission Economic Development Authority

Hernan Gonzalez, CEO
Weslaco Economic Development Corp.

Steve Brewer, Mayor
City of La Feria, Texas

Joel Quintanilla, Mayor
City of Mercedes, Texas

William Martin, CEO
Harlingen Economic Development Corp.

Brenda Baldovinos, Executive Director
Port Isabel Economic Development Corp.

Jason Hilts, President/CEO
Greater Brownsville Incentives Corp.

Jo Wagner, Past President
National Association of Plumbing,
Heating and Cooling Contractors of America

Agapito Perez, Executive Director
Independent Electrical Contractors

Sergio Salinas, Executive Director
Internal Brotherhood of Electrical Workers

Elizabeth Valdez, Lead Organizer
Valley Interfaith

SIGNATURE PAGE

Partnership Agreement
Pathways Out of Poverty Project
Rio Grande Valley Region

Partners in the Rio Grande Valley community are proud to be a part of the Pathways Out of Poverty Project. Our goals are to move unemployed and underemployed people out of poverty and into high growth, green jobs. Our comprehensive partnership will develop a skilled labor pool so that the energy industry in our area can thrive and grow. The partnership wholeheartedly supports this project. Each partner has a unique and important role in this effort:

Valley Initiative for Development and Advancement (VIDA) (Non-profit organization) will be the lead partner and will coordinate the efforts in the Rio Grande Valley Region. It will work with project partners to recruit, train, and place participants in green jobs. It will pay for tuition, fees, books, and childcare for participants (with DOL and other funding) and assist participants with applying for financial aid. A core activity for VIDA will be weekly case management for all project participants.

Starr County; Hidalgo County; Willacy, Starr, and Cameron County (public sector / employers) will provide VIDA with PSA for recruitment of training participants as well as employers. Moreover, this region has received ARRA monies for weatherization. In as much, the counties of Hidalgo, Cameron, Starr and Willacy will look to the various training efforts in this grant for employment when appropriate.
.

_____
Juan D. Salinas, County Judge
Hidalgo County

AI-17382 **11.A.**

Illinois Union Insurance Settlement Check-Marcos Torres

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a check (#NB91196214) from Illinois Union Insurance Company in the amount of $12,371.97 for payment in connection with the claim for Marco Torres, M-06-332-D.

BACKGROUND

DOL: 04/29/06
Sheriff Office

9-1100-360-00-000-005-0-000

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 11:46 AM	APRV
2	Erika Zamora	Erika Zamora	09/10/2009 09:07 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 11:03 AM

Final Approval Date: 09/11/2009

AI-17399 **11.B.**

Illinois Union Insurance Settlement Check-Leonel Palacios

CC REGULAR

Date:	09/15/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

Approval to accept a check (#NB91197398) from Illinois Union Insurance Company in the amount of $72,422.55 for payment in connection with the claim for Leonel Palacios, 06-3794-E.

BACKGROUND

DOL: 09/22/05
Auto Accident

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 02:52 PM	APRV
2	Erika Zamora	Erika Zamora	09/10/2009 09:07 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Aida Alvarez — Started On: 09/09/2009 02:35 PM

Final Approval Date: 09/11/2009

AI-17395 **12.B.**

Primary Substance Abuse Clinic

CC REGULAR

Date:	09/15/2009
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and possible action on the Primary Substance Abuse Clinic.

BACKGROUND

Fiscal Impact

Attachments

Link: floor plan

Link: site plan

Link: south elevator

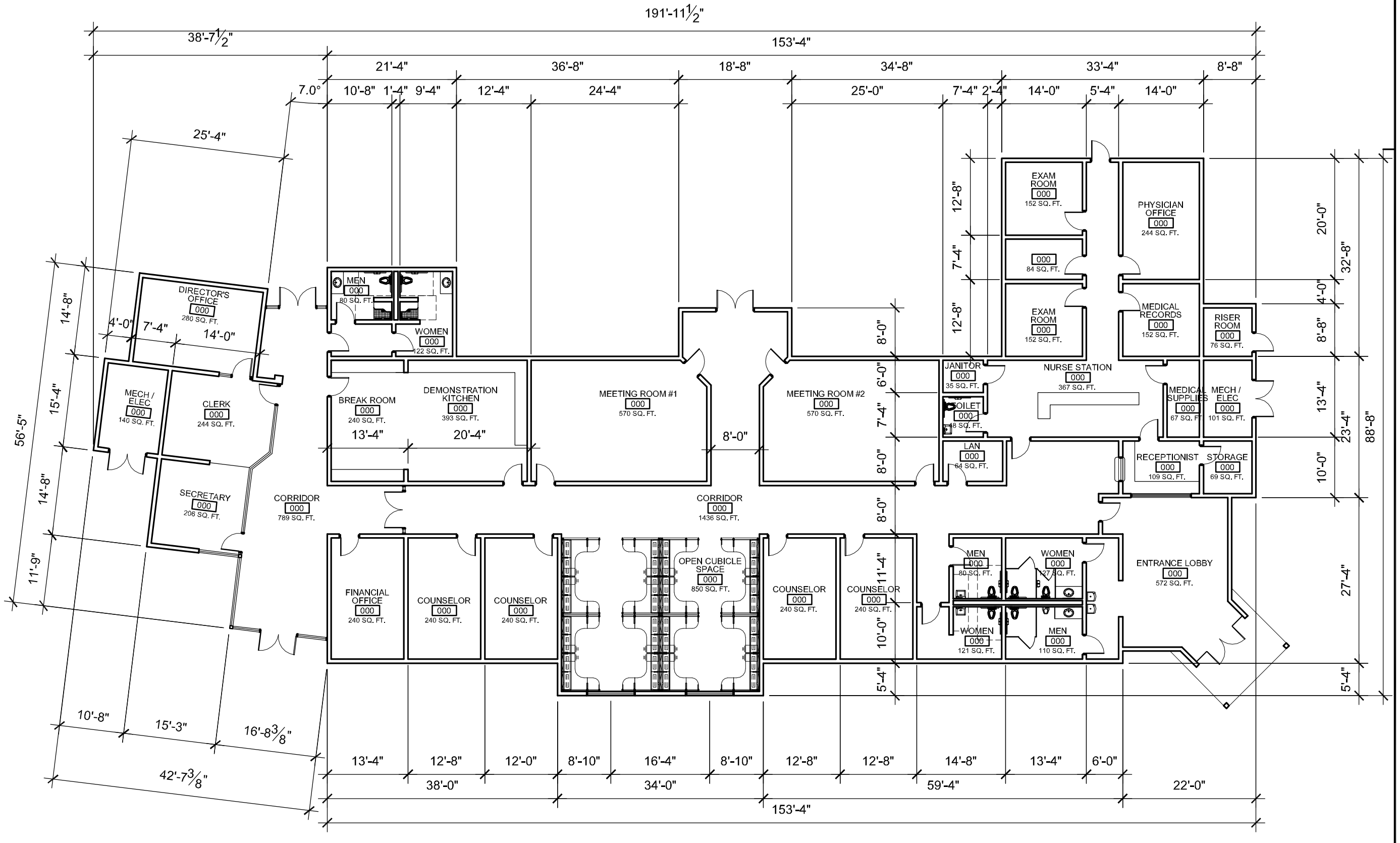
Link: south elevator entrance

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 02:42 PM	APRV
2	Manuel Chapa	Manuel Chapa	09/10/2009 11:35 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Josie Escalante — Started On: 09/09/2009 02:15 PM

Final Approval Date: 09/11/2009



1 FLOOR PLAN

SCALE: 1/16" = 1'-0"

REF:

0' 5' 10' 20'

BUILDING AREA
11,077 SF

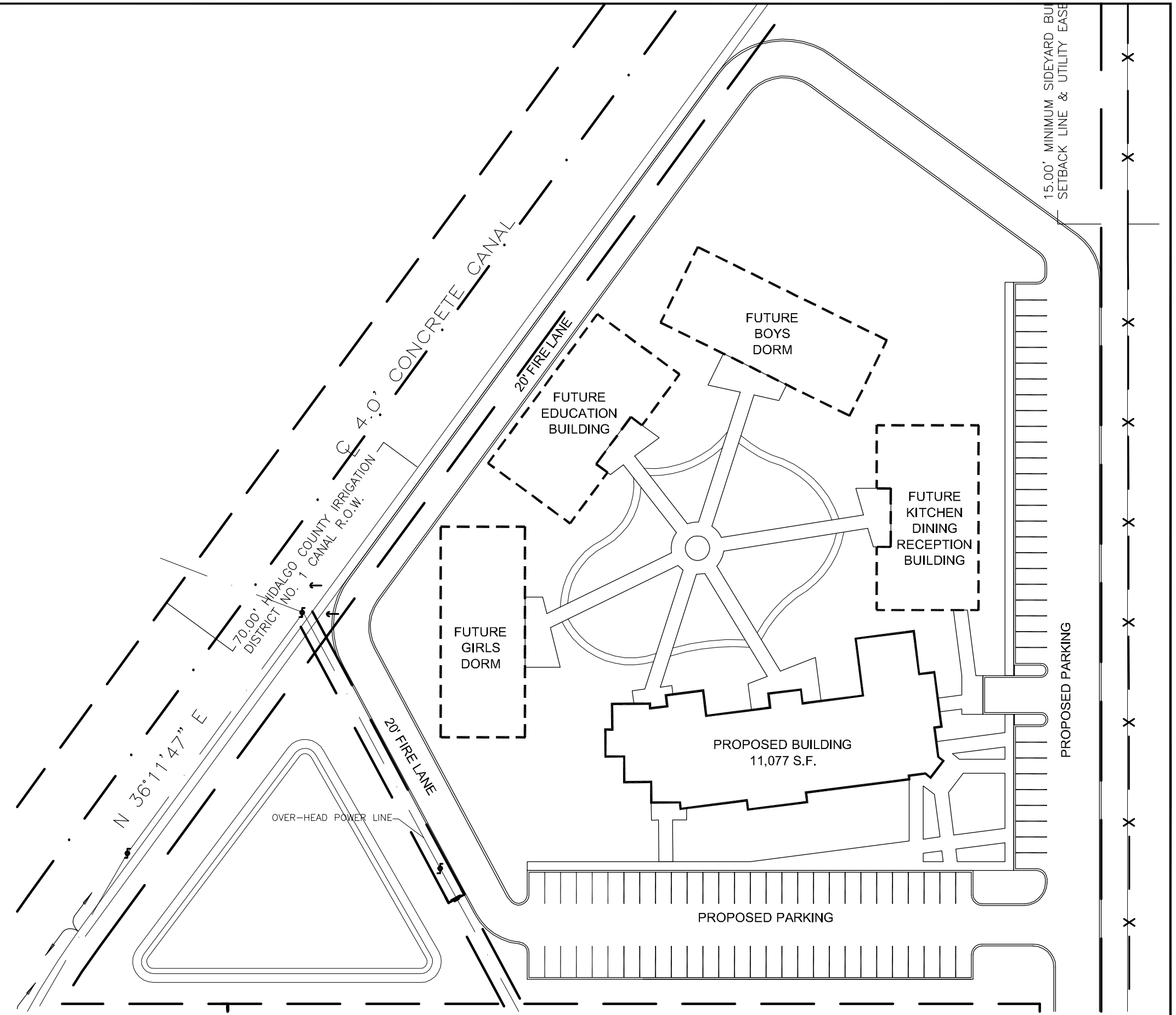
PROGRESS SET: NOT FOR CONSTRUCTION

NEGRETE & KOLAR
ARCHITECTS
1601 east seventh street, suite 200 ■ austin, texas ■ 78702 ■ 512 474 6526
204 east stubbs street ■ edinburg, texas ■ 78539 ■ 956 386 0611

DRAWN BY:
DATE: AUG. 10, 2009
REVISIONS/ADDENDA

PROJ. NO.:
PROGRESS SET: NOT FOR CONSTRUCTION

HIDALGO COUNTY
SUBSTANCE ABUSE CLINIC



N

1 SITE PLAN

SCALE: 1" = 70'

REF:

0' 50' 100'

PROGRESS SET: NOT FOR CONSTRUCTION

NEGRETE & KOLAR
ARCHITECTS
1601 east seventh street, suite 200 ▪ austin, texas ▪ 78702 ▪ 512 474 6526
204 east stubbs street ▪ edinburg, texas ▪ 78539 ▪ 956 386 0611

DRAWN BY:

DATE: JULY 21, 2009

REVISIONS/ADDENDA

PROJ. NO.–

PROGRESS SET: NOT FOR CONSTRUCTION

HIDALGO COUNTY
SUBSTANCE ABUSE CLINIC





AI-17365 **13.A.**

Park lighting - Pct. # 1

CC REGULAR

Date:	09/15/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to Magic Valley Electric Coop in the amount of $6,531.67 for the purchase and installation of lighting at the Sunrise/Sunset Park utilizing Year 21 (2008) Precinct No. 1 Parks, Recreational Facility Improvements funds.

BACKGROUND

Hidalgo County Precinct No. 1, requested and received a quote for Magic Valley Electric Coop, a sole service provider of electricity for the Sunrise/Sunset Park, in the amount of $6,531.67. The project includes the purchase and installation of (5) lights for the park. See attached copy of price quotation, and letter from Precinct on recommendation.

Contract Amount: $ 6,531.67
Funds Available: $ 140, 317.02 (2008 FY 21)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Funds will be utilized for this project.

Contract Amount: $ 6,531.67
Funds Available: $140,317.02 (2008 FY 21)

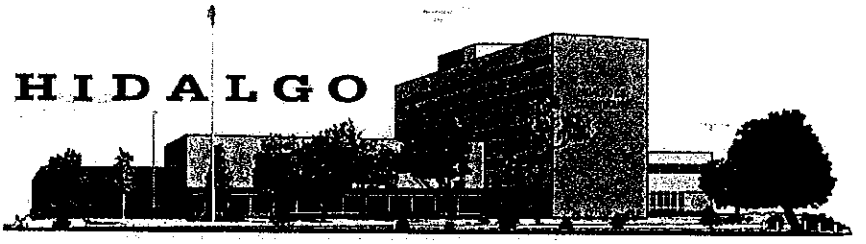
Attachments

Link: park lighting

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/08/2009 04:54 PM	APRV
2	Perla Lopez	Perla Lopez	09/09/2009 09:32 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW
Form Started By: Estella Webber			Started On: 09/08/2009 03:05 PM	

COUNTY of HIDALGO



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

August 25, 2009

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

Re: Parks, Recreational Facilities Project

Dear Mrs. Garcia:

Hidalgo County Pct. #1 is requesting a purchase order for the attached Magic Valley Electric Cooperative Invoice. Magic Valley Electric Cooperative is a sole source provider of electrical services at the Sunrise/Sunset Park work site. The invoice is for labor and installation of lighting at the Sunrise/Sunset Park. The total for lighting work is $6,531.67

Attached is the Magic Valley Electric Cooperative invoice.

If you need additional information, please contact me at my office (956) 968-8733.

Sincerely,

Juan J. Ybarra
CDBG Coordinator
Hidalgo County Pct. #1

Aid to Construction

Magic Valley Electric Cooperative

MVEC

Date 8 - 17 - 2009

To ➤	Sunrise	Acct	Customer Phone
Customer	Sunrise	Area	Customer Fax

From ➤	Magic Valley Electric Cooperative	MVEC	MVEC Phone (866) 225 - 5683
	1-¾ Mile West & Business Hwy 83	← physical address	MVEC Fax (956) 565 - 6931
	PO Box 267	← mailing address	
	Mercedes, Texas 78570 - 0267	☎ phone extension ↓	
Contact	Roy Fuentes - Field Representative II	2566	Field Rep. Cell (956) 453 - 9741
	or Alma Portillo - Engineering Aide	2537	Aide / Rep. Phone (956) 514 - 1200
	or Janice Villarreal - Engineering Aide	2582	
Web Site	www.magicvalley.coop	Email: rbell@magicvalley.coop	
Description	Retire - install - relocate facilities for electrical power and light		

Residential or Commercial Sale Tax

Residential	city	only city tax
Residential	county	no sale tax
Commercial	city	city + state tax = total tax
Commercial	county	8.25% = only state tax

MVEC Accounting		# 108.80 Retirement		# 107.21 Installation		State Taxes		City Taxes		Sum Totals
Labor	=	$ 1,550.68	+	$ 1,442.82					=	$ 2,993.50
Overhead	=	$ 465.20	+	$ 432.85					=	$ 898.05
Material	=	$ 0.00	+	$ 1,301.12					=	$ 1,301.12
Transformer	=	$ 0.00	+	$ 1,339.00					=	$ 1,339.00
Obligation	=	$ -	+	$ 0.00					=	$ -
Sub-Total	=	$ 2,015.88	+	$ 4,515.79					=	$ 6,531.67
Taxes	=					$ 0.00	+	$ 0.00	=	$ 0.00
Aid to Construction	=	$ 2,015.88	+	$ 4,515.79	+	$ 0.00	+	$ 0.00	=	**$ 6,531.67**

Information

Magic Valley Electric Cooperative has estimated the non-refundable "Aid to Construction" over the MVEC obligation. The customer provides the total aid prior to the installation of the electrical facilities owned by MVEC; and when we receive the aid, we will schedule your job for construction. Please return this fax and/or notify us with your approval. If you approve, we will send an invoice and the invoice figures are applicable for 90 days. If the customer requests underground facilities, please follow our underground guidelines and provide the conduit system which includes the trench, conduit with pull-string, and backfill. Also, please notify us when the underground conduit system is complete.

Contact us if you have any questions. **Thank you for your cooperation.**

Sincerely,
Roy Fuentes - Field Representative II

Approval
Optional - Customer Signature Below

AI-17362 **13.B.**

Facility Improvements project - Pct. # 1

CC REGULAR

Date:	09/15/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for professional architectural services in connection with Hidalgo County Urban County Program from Program Year 21(2008) for a Parks, Recreational Facility Improvement Project in Precinct No. 1.

2. Presentation of the scoring grid of at least three (3) architectural firms from the County's approved "pool" as graded and evaluated by the Urban County Program, Hidalgo County Precinct No. 1 and Hidalgo County Purchasing Department for the purposes of ranking by CC in connection with an Urban County Program Parks, Recreational Facility Improvement Project in Hidalgo County Precinct No. 1.

3. Authority to negotiate a professional architectural service contract with the No. 1 ranked firm of _____ for the provision of architectural services for an Urban County Program -Hidalgo County Precinct No. 1 Parks, Recreational Facility Improvements project.

BACKGROUND

Hidalgo County – Urban County Program, Hidalgo County Precinct No. 1 and the Hidalgo County Purchasing Department have evaluated and graded three architectural firms from the County's approved "pool". Alcocer Garcia Associates, V.A. Architecture, and ERO Architects, were the three firms. The Parks Recreational Facility Improvements Project includes the construction of a restroom/concession area to include but not limited to sidewalks and walking area for small canopy areas at the Sunset & Sunrise Hill Park, within Precinct No. 1 boundaries. See attached grading grid for your review.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: grading grid - rec project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/08/2009 04:53 PM	APRV
2	Perla Lopez	Perla Lopez	09/09/2009 09:10 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Estella Webber Started On: 09/08/2009 02:08 PM

Final Approval Date: 09/11/2009

Hidalgo County - Urban County Program
Precinct No. 1-
Architectural Professional Services
Parks, Recreational Facility Improvement (Sunrise Hill/Sunset)
Grading Grid

CRITERIA	**Alcoser Garcia Associates**			**V-A Architecture**			**ERO Architects**		
	Grader PCT#1	Grader UCP	Grader P. Dept.	Grader PCT#1	Grader UCP	Grader P. Dept.	Grader PCT#1	Grader UCP	Grader P. Dept.
Selection Criteria	19	20	19	20	20	20	19	20	18
Experience of Project Team	24	24	15	24	24	15	24	24	15
Experience/Availability of Project Manager	20	19	18	18	18	18	19	17	18
Understanding Projects	25	25	23	23	24	25	23	24	25
Familiarity w/Applicable Rules & Regulations	10	10	10	9	10	10	9	10	10
TOTALS	98	98	85	94	96	88	94	95	86
AVERAGES		93.67%			92.67%			91.67%	

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: Alcocer Garcia Associates

Date of Evaluation: August 31, 2009

Evaluator's Name: Juan L. Garza

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	19

Comments/Rationale for Points: The professional team has demonstrated to be highly qualified on past projects for Hidalgo County.

2. Experience of Project Team	**25**	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: AGADC team members have participated in various projects which in turn equals gained experience.

3. Experience/Availability of Project Manager	**20**	20

Comments/Rationale for Points: Past projects indicate a committed project manager which is readily available and accessible.

4. Understanding of Project	**25**	25

Comments/Rationale for Points: AGADC's on site team consultant demonstrated in various past projects directly reflects a complete understanding of projects as can with be ref.

5. Familiarity with Applicable Rules and Regulations	**10**	10

Comments/Rationale for Points: AGADC has shown to be compliant with local, state and federal codes and construction methods.

Total Score 98

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: Alcocer Garcia Associates

Date of Evaluation: Sept. 4, 2009

Evaluator's Name: Antonio Barco (U.C.P.)

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Very experienced. Architects who have successfully completed similar projects in Hidalgo County. Their qualifications are equal or superior to Many Architects in the area.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team of Architects have designed many Parks projects for Hidalgo County and are very familiar with the locality

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: VAST experience in designing Similar projects and historically have made themselves available AT any time if needed

4. Understanding of Project	25	25

Comments/Rationale for Points: The team experience should enable them to easily understand the project

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Very familiar with Rules and Regulations as they pertain to this project.

Total Score 98

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

Project Description: Year 21 parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: Alcocer Garcia Associates

Date of Evaluation: September 03, 2009

Evaluator's Name: Yvette Islas, Buyer

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**19**

Comments/Rationale for Points: SOQ indicates team has some professional qualities necessary for project.

2. Experience of Project Team	**25**	**15**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: SOQ indicates experience however unable to reach past clients from all firms being evaluated firms.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: SOQ indicates single point of contact extensive experience, unclear of availability.

4. Understanding of Project	**25**	**23**

Comments/Rationale for Points: SOQ unclear of how much experience firm has in this particular type of work.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: SOQ indicates understanding of rules and regulations

Total Score	**85**

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: V.A. Architecture

Date of Evaluation: August 31, 2009

Evaluator's Name: Juan J. Ybarra

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: V-A has demonstrated a highly professional and cohesively Qualified team.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: V-A has the appropriate staff with Equired staff certifications. V-A has completed various projects this past year.

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: V-A has very experienced project Managers.

4. Understanding of Project	25	23

Comments/Rationale for Points: Past project clearly demonstrates V-A's understanding of project

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: V-A seems to be familiar with all applicable rules and regulations

Total Score 94

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: V.A. Architecture

Date of Evaluation: Sept. 4, 2009

Evaluator's Name: Antonio Barco (UCP)

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Highly professional with strong solid qualifications

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Vast experience in designing similar projects

3. Experience/Availability of Project Manager	20	18

Comments/Rationale for Points: Vast experience in designing similar projects and should have no problem availing themselves to the needs of this project.

4. Understanding of Project	25	24

Comments/Rationale for Points: Should have no problem understanding this project because of their experience in similar projects

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Firm should have no problem knowing all Applicable Rules and Regulations.

Total Score 96

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

Project Description: Year 21 parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: V.A. Architecture

Date of Evaluation: September 03, 2009

Evaluator's Name: Yvette Islas, Buyer

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**20**

Comments/Rationale for Points: SOQ indicates team has professional qualities necessary for this type of project.

2. Experience of Project Team	**25**	**15**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: SOQ indicates experience however unable to reach past clients from all firms being evaluated firms.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: SOQ indicates single point of contact extensive experience, unclear of availability.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: SOQ indicates knowledge with relate similar projects

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: SOQ indicates understanding of rules and regulations

SEP 4 2009

Total Score **88**

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: ERO Architects

Date of Evaluation: August 31, 2009

Evaluator's Name: Juan J. Ybarra

Selection Criteria	Point	Score
1. Professional Qualifications of Team	20	19

Comments/Rationale for Points: ERO has a very qualified and experienced team from top to bottom. The team is well composed.

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Well professional with up to 35 yrs experience. ERO has demonstrated a top level experienced project team.

3. Experience/Availability of Project Manager	20	19

Comments/Rationale for Points: ERO has an adequate experienced project manager.

4. Understanding of Project	25	23

Comments/Rationale for Points: Upon reviewing ERO do not have past projects listed in the statement of qualifications.

5. Familiarity with Applicable Rules and Regulations	10	9

Comments/Rationale for Points: ERO has demonstrated a familiarity with all rules and regulations to complete project

Total Score 94

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

Project Description: Year 21 Parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: ERO Architects

Date of Evaluation: Sept. 4, 2009

Evaluator's Name: Antonio Baco (UCP)

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	20	20

Comments/Rationale for Points: Highly Qualified with Outstanding Credentials As per Statement of Qualifications

2. Experience of Project Team	25	24

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: Team is highly experienced but most of their work has been designing buildings and public facilities

3. Experience/Availability of Project Manager	20	17

Comments/Rationale for Points: This is a Reputable Firm and should be able to Avail themselves to the project.

4. Understanding of Project	25	24

Comments/Rationale for Points: Should have no difficulty understanding project based on their credentials

5. Familiarity with Applicable Rules and Regulations	10	10

Comments/Rationale for Points: Will have no problem understanding Applicable Rules and Regulations

Total Score 95

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

Project Description: Year 21 parks, Recreational Facility Improvements- (PCT #1)

Department: Hidalgo County Urban County Program

Name of Firm: ERO Architects

Date of Evaluation: September 03, 2009

Evaluator's Name: Yvette Islas, Buyer

Selection Criteria	**Point**	**Score**
1. Professional Qualifications of Team	**20**	**18**

Comments/Rationale for Points: SOQ indicates team has extensive professional qualities.

2. Experience of Project Team	**25**	**15**

***Note* Information necessary to assess the firm on this criteria should be gathered by contacting past/current clients:**

Comments/Rationale for Points: SOQ indicates experience however unable to reach past clients from all firms being evaluated firms.

3. Experience/Availability of Project Manager	**20**	**18**

Comments/Rationale for Points: SOQ indicates single point of contact extensive experience, unclear of availability.

4. Understanding of Project	**25**	**25**

Comments/Rationale for Points: SOQ indicates team's experience strong and very capable of understanding this type of project.

5. Familiarity with Applicable Rules and Regulations	**10**	**10**

Comments/Rationale for Points: SOQ indicates understanding of rules and regulations

Total Score **86**

AI-17368 **13.C.**

Recreational facility - City of La Joya / Pct. #3

CC REGULAR

Date:	09/15/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for the City of La Joya is requesting consideration and action to award and enter into a Construction Contract with E-Con Group, LLC (lowest bidder meeting all specifications and/or requirements) for the Construction of Recreational Facility Phase II Project located in the City of La Joya in the amount of $340,000.00 utilizing Precinct No. 3 recaptured Year 20(2007) and La Joya Year 21(2008) and Year 22(2009) parks, recreational facilities funds.

BACKGROUND

The project involves construction of the La Joya recreational facility located in the City of La Joya. See attached recommendation by the project engineer. (Project Engineer: AGADC)

Contractor: E-Con Group, LLC
Contract Amount: $340,000.00
Funds Available:
$ 5.00 2003 La Joya Public Facilities funds
$ 6,310.70 2004 La Joya Parks, Recreational Facilities
$ 500.00 2005 La Joya Parks, Recreational Facilities
$ 100.00 2006 La Joya Repayment of Section 108
$ 77,635.03 2007 Pct 3 (La Joya) recaptured Parks, Recreational Facilities funds
$236,804.52 2008 La Joya Parks, Recreational Facilities funds
$ 20,000.00 2009 La Joya Parks, Recreational Facilities funds
$341,355.25 TOTAL

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Contract Amount: $340,000.00
Funds Available: $341,355.25

Attachments

Link: rec. facility construction

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 07:59 AM	APRV
2	Perla Lopez	Perla Lopez	09/09/2009 09:46 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Estella Webber

Started On: 09/08/2009 04:51 PM

Final Approval Date: 09/11/2009

AGADC
ALCOCER GARCIA ASSOCIATES
DESIGN CONSULTING

August 3, 2009

Mike Alaniz, City Administrator
City of La Joya
P.O. Box H
La Joya, TX 78560

Re: Recreational Center (Phase II)
La Joya, Texas
UCP No. 5007/08-93(40)-0306-5000-9300(4000)MLUCP

Dear Mr. Alaniz,

Enclosed is the County Purchasing Department tabulation of bids received for the referenced project. E-Con Group, L.L.C. submitted the lowest Bid in the amount of $ 340,000.00.

Enclosed also, is a copy of E-Con Group Statement of Qualifications. E-Con Group, LLC formerly operated as Enriquez Enterprises, Inc.. As Enriquez Enterprises, the company recently completed the remodeling of the Central Kitchen for the Hidalgo County Head Start Program. Enriquez Enterprises was also the Construction Manager for the Weslaco City Hall, which was one of our projects.

Based on the company's experience, we recommend that the City award the Construction Contract to E-Con Group, L.L.C., in the amount of the submitted Bid figure of $ 340,000.00.

Thank you for your attention to the above.

Sincerely,

George A. Garcia
Project Architect

encls

SEP 3 2009

City of La Joya

"Jewel of the Valley"

September 4, 2009

Urban County Program
Attn: Diana Serna, Director
1916 Tesoro Blvd.
Pharr, Texas 78511

Dear Ms. Serna

On August 10, 2009 at a Regular Called meeting, the City of La Joya Council approved the lowest bidder E-Con Group, L.L.C. in the amount of $340,000.00 for the construction of the Recreational Center Phase II.

Attached you will find copy of the minutes for August 10, 2009 to be placed for the next commissioners court meeting for approval. If you should have any questions or concerns please contact me at 956-581-7002.

Sincerely,

Mike Alaniz, City administrator

Cc: Mayor William "Billy" Leo & City Council
Monica Luna, UCP Coordinator

CITY OF LA JOYA
MINUTES OF REGULAR CALLED MEETING
AUGUST 10, 2009@6:00 P.M.

1. **Open Meeting & Determination of Quorum**
   At approximately 6:00p.m. Alderman Lee Roy Alaniz called this meeting to order.
   ***Present to wit**: Alderman Lee Roy Alaniz, Alderwoman Angie Garza, Alderman Isidro Casanova, Alderwoman Mary Salinas, City Attorney Mauro Reyna, City Administrator Mike Alaniz*
   ***Absent to wit:** Mayor William "Billy" Leo and Mayor Pro-Tem Robert Jackson*

2. **Invocation**
   Mrs. Angie Garza led us into prayer.

3. **Approval or Disapproval of the minutes for:**
   (A) Regular Meeting of July 13, 2009. NO QUORUM
   (B) Special Called Meeting of July 28, 2009. NO QUORUM
   (C) Special Called Meeting of August 3, 2009.
   Item C was tabled for discussion for next city meeting. The reason being the 2nd motion of Mayor William "Billy" Leo on item # 10 on the meeting of June 8, 2009.

4. **Public Input**
   No public input at the moment

5. **Discussion and possible action for the approval of ORDINANCE 2009-05, An Ordinance by the Board of Aldermen of the City of La Joya, Hidalgo County, Texas appointing 15 Qualified City Residents to Serve as Commissioners For the Drafting of a Home Rule Charters as Provided under the Texas Local Government Code and Texas Constitution; Providing Saving Clause and the Texas Open Meeting Clause; and Providing and Effective Date.**
   Mr. Robert Garcia was present to give a brief presentation to set the criteria of qualifications for the 15 members that are going to be appointed to the commission for the Home Rule Charter. He stated that city council has the opportunity to select three qualified individuals. Mr. Garcia gave them a time line, of how the system works. After discussion Alderwoman Angie Garza made a motion to approve, Alderman Isidro Casanova seconded the motion, all in favor, motion carried.

6. **Discussion and possible action for the approval a Consulting Agreement between the City of La Joya and Vision Quest Consulting Services for the development and submission of the Home Rule Draft Charter.**
   After discussion, Alderman Isidro Casanova made a motion to approve, Alderwoman Angie Garza seconded the motion, all in favor, motion carried.

7. **Discussion and action to approve E-Con Group, L.L.C. as the lowest bidder in the Amount of $340,000.00 for the Construction of Recreational Center Phase II.**
   Commission had a few questions as towards what was going to be done for the second phase of the Recreational Facility. Mr. Alaniz explained that what was going to be done in this phase is the shell of the facility and he also stated that there are three phases for the construction of this facility. After discussion, Alderwoman Mary Salinas made a motion to approve, Alderman Isidro Casanova seconded the motion, all in favor, motion carried.

8. **Discussion and action for approval of Ordinance 2009-03 by the City of La Joya, Texas Amending Ordinance 2006-08, authorizing the issuance, sale and delivery of City of La Joya, Texas Waterworks and Sewer System First Lien revenue Bonds, series 2007; providing for the payment of the bonds by a first lien on the pledge of the net revenues of the City's waterworks and wastewater system to the payment of the principal of and interest on such bonds; providing for the terms and conditions of such bonds; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of the bonds; approving and application to, and lending rate scale offered by, the Texas Water Development Board; and making other provisions regarding such bonds and matters incident thereto;**
After discussion Alderman Isidro Casanova made a motion to approve, Alderwoman Angie Garza made a motion to approve, all in favor, motion carried.

9. **Discussion and action for approval of Ordinance 2009-04, authorizing the issuance, sale and delivery of City of La Joya, Texas Waterworks and Sewer System First Lien Revenue Bonds, Series 2009; providing for the payment of the bonds by a first lien on the pledge of the net revenues of the City's waterworks and sewer system to the payment of the principal of such bonds; providing for the terms and conditions of such bonds; resolving other matters incident and relating to the issuance, payment, security, sale, and delivery of the bonds; approving and application to, and the lending rate scale offered by, the Texas Water Development Board; and making other provisions regarding such bonds and matters incident thereto.**
Mr. Frankel was present to give a brief notification that he had already contacted Texas Water Development Board. After discussion Alderwoman Angie Garza made a motion to approve, Alderwoman Mary Salinas seconded the motion, all in favor, motion carried.

10. **Departmental Reports**
Finance- *Ms. Rosie Trevino, Finance Director was present to give a report and an overview of the departmental budgets. She told council that the Finance Department was going to do a freeze. She also suggested that we needed to increase the brush and trash fees to get more revenue.*

Court- *Judge Garza was present to give a report. He explained to council that for right now, the only truancy cases that hes not going to handle are the ones from Palmview, those are going to be sent to Melo.*

Library- *Ms. Susana Villegas, Library Director was present to give a report. She explained to council that she had made a more detailed form of her report. Alderwoman, Mary Salinas asked, "How many computers does the library currently have?" Ms. Villegas stated that the library currently has 24 computers. She also said that she was looking into two more grants for the library.*

Permits- *Mr. Christopher Reyna was present to give a report in which he explained that in the city there are many weedy lots in which he is sending letters to all those property owners to notify them of the situation. If the owner's don't comply within the days given in the letter then the city will go in to the property and take action.*

Police- *Ms. Mari Ramos and Mari Sandoval were present to give a report.*

Public Works- *Mr. Polo Obregon, Public Works Director was present to give a report.*

Senior Citizens- *Ms. Alicia Montes was present to give a report and stated that there are some citizens that need a lot of help.*

Water Plant- *Mr. Isidro Venecia, Water Plant Director was present to give a report and said that the school district has been over irrigating for the past few days. He said that he was planning to have a meeting with them to discuss what days they can water their fields.*

11. Adjournment

At approximately 7:00 p.m. Alderman, Isidro Casanova made a motion to adjourn, Alderwoman, Mary Salinas seconded the motion, all in favor, motion carried.

READ AND APPROVED THIS 14TH DAY OF SEPTEMBER 2009

ATTEST:

Julianita R. Sabala, City Secretary

CITY OF LA JOYA:

William "Billy" Leo, Mayor

AI-17364 **13.D.**

Clearance & Demolition project - City of Elsa

CC REGULAR

Date:	09/15/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval and award of contract to The 5125 Company in the amount of $29,000.00 for the Clearance & Demolition project utilizing Year 20 (2007) Precinct No. 1 funds for the City of Elsa.

BACKGROUND

Hidalgo County Precinct No. 1, requested and received bids for a Clearance and Demolition project to include the demolishing and clearance of three commercial properties which include four dilapidated structures in designated slum & blighted areas within the City of Elsa. The lowest qualified bid was received from The 5125 Company in the amount of $29,000.00. City council met on August 31, 2009, to approve the recommendation to Hidalgo County Commissioner's court for approval of contract. See attached minute excerpts, and copy of letter from city.

Contract Amount: $ 29,000.00
Funds Available: $ 40,000.00 (2007 FY 20)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be used for Clearance and Demolition project.

Contract Amount: $29,000.00
Funds Available: $40,000.00 (2007 FY 20)

Attachments

Link: clearance & demo project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/08/2009 04:53 PM	APRV
2	Perla Lopez	Perla Lopez	09/09/2009 09:20 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Estella Webber

Started On: 09/08/2009 02:56 PM

Final Approval Date: 09/11/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: AUGUST 26, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Precinct No. 1 (Elsa) Clearance & Demolition 2007

BID NO: 5007-91-0400-5000-9100-UCP-GVG | **PROCUREMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ADDENDUM #1 & #2	BID AMOUNT	BID BOND OR CHECK INCLUDE
#1	Jose M. Yanez Dba Palco Demolition Construction	√ √	$46,650.00	No Bid Bond----Cashier's check $ 2,325.00
#2	R. L. Abatement, Inc.	√ √	$33,400.00	Bid Bond received $5,000.00
#3	G & G Contractors	√ √	$33,910.00	Cashier's Check (3) 2 @ $629.00 & 1 @ $439.00
#4	Grande Valley Builders Inc.	Non received	$78,000.00	No Bid Bonds
#5	Rincones Group Inc.	√ √	$44,750.00	Cashier's Check $2, 237.50
#6	The 5125 Company	√ √	$29,000.00	Bid Bond received
#7				
#8				
#9				
#10				

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

COUNTY of HIDALGO



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

September 4, 2009

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

Re: Clearance and Demolition 2007
5007-91-0400-5000-9100

Dear Mrs. Garcia:

Hidalgo County Pct. 1 is requesting approval of The 5125 Company as the lowest bid for the City of Elsa Demolition and Clearance project.

Hidalgo County Pct. #1 is requesting that you please place lowest bid approval for the Demolition and Clearance project on the agenda for the upcoming Commissioner's Court Meeting, scheduled for September 15, 2009.

Attached: Hidalgo County Purchasing Department Bid Tabulation Sheet.

Sincerely,

Joseph Palacios

Joseph Palacios
Chief Administrator
Pct. 1

CITY OF ELSA

TO: **Hidalgo County Precinct # 1**

FROM: **City Of Elsa**

RE: **Approval of 5125 Company**

Date: **September 04, 2009**

On August 31, 2009, The City of Elsa held a special meeting to discuss and take action on the bids for the clearance and demolition project for the following properties located in the City of Elsa: 903 North Broadway Ave, 819 North Broadway Ave., and 320 North Broadway Ave.

After reviewing the bids that had been submitted to the Urban County Program , the City of Elsa councilmen would like to recommend to the Hidalgo County Commissioner's Court the awarding to the lowest qualified bidder, being the 5125 Company in the amount of $29.000.00. Please submit to the County of Hidalgo Urban County Program.

Thank You

Maria Teresa Rodriguez
City Manager
City Of Elsa

AI-17417 **14.A.**

Presentation by the MPO

CC REGULAR

Date:	09/15/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Presentation by Hidalgo County Metropolitan Planning Organization Director Andrew Canon.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:26 PM	APRV
2	Roland Garcia	Rolando Garcia	09/10/2009 09:40 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Erika Reyna — Started On: 09/09/2009 04:10 PM

Final Approval Date: 09/11/2009

AI-17418 **15.A.**

Planning Department

CC REGULAR

Date:	09/15/2009
Submitted By:	Nora Cavazos, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department

Information

CAPTION

Presentation by Mr. Martin Almanza and Mrs. Irasema Salinas regarding a proposed subdivision, a 108.98 acre tract of land out of Tract 109, San Salvador Del Tule Grant, Hidalgo County, Texas.

BACKGROUND

Fiscal Impact

Attachments

Link: Proposed Rancho Los Papalotes 2

Link: Proposed Rancho Papalotes2;Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:27 PM	APRV
2	Olga Garza	Olga Garza	09/10/2009 09:41 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW
Form Started By: Nora Cavazos			Started On: 09/09/2009 04:12 PM	
Final Approval Date: 09/11/2009				

PLANNING DEPARTMENT
County Of Hidalgo

Raul E. Sesin, P.E., CFM
PLANNING ADMINISTRATOR

MEMORANDUM

To: **Judge Juan D. Salinas III**
County Commissioner's Court

From: **Raul E. Sesin, P.E., Planning Administrator**

Date: **September 2, 2009**

Re: **Proposed Rancho Los Papalotes 2**

We received a request from Mr. Alfonso Quintanilla on behalf of Mr. Martin Almanza and Mrs. Irasema Salinas to present proposed Rancho Los Papalotes No. 2 Subdivision located on the North side of Hinojosa Road and 1.5 of a mile West of US 281. The following is an account of the events that have led up to the County's concern regarding the processing of the above mentioned subdivision:

1. Developer of Rancho Los Papalotes No. 2 began construction of said proposed subdivision without Hidalgo County approval.

2. Original water distribution plans called for water service from the City of Edinburg as per letter of approval from the City Planning and Zoning Department dated February 13, 2008.

3. On March 4, 2008 our department was notified by Quintanilla, Headley, and Associates that the developer was considering the use of water wells as a means of water service for the lots.

4. In response to the water well proposal the County Planning Department requested an engineered report as to the compliance with 30 TAC 290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system. 31 TAC 364.32(b). In addition, the water source must have shown the capacity to serve the lots in the subdivision with a quality source of water for an uninterrupted period of thirty years (30).

5. On October 31, 2008 the County Planning Department received a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District, that made our department aware of the required permits for water wells by Red Sands G.C.D. and the amount of water available to each lot (55 gallons).

6. On March 18, 2009, the County Planning Department received a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board, that stated "If the District requires permits before the wells can be drilled, then the subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code". The District as stated by Mr. Reynolds is the Red Sands G.C.D

7. The County is utilizing the Wastewater Usage Rates in Chapter 285 out of Title 30 Texas Administrative Code which calls for 240 gallons per day for a typical 3 bedroom single family dwelling to establish the amount of water need for the above mentioned proposed subdivision. As stated in Section 232.030, Loc. Government Code and echoed by Joe Reynolds of the Texas Water Development Board it is the County's responsibility to set forth requirements for potable water sufficient in quality and quantity.

8. Given the County's policy of a minimum of 240 gallons per day allocation per lot and the amount that Red Sands G.C.D. is willing to allow per lot (55 gallons per day), we may not allow for the processing of such subdivision as proposed currently.

Attached please find a copy of a letter from Mr. Armando Vela, General Manager of the Red Sands Groundwater Conservation District and copy of a letter from Mr. Joe Reynolds, Attorney, Texas Water Development Board.

*** * * END OF MEMORANDUM * * ***

To: Mr. Raul Sesin - County Planner
1304 S. 25th St.
Edinburg, Tx. 78542

From: Armando Vela
Red Sands G. C.D.

Re: Los Papalotes #2

Sir:

The following is in reference to our conversation on above referenced subdivision and water permits and availability.

I have provided you with a copy of certificate from Texas Water Board on Completion of and approval of water plan we are trying to implement. This in reference to Chapman Engineers Study for Los Papalotes where they state we do not have state approval.

A copy of our District Management Plan was provided for Mr. Quintanilla as requested by Mr. Chapman. This was approved by the state in 2007. In this study the allowed water use is 1200 Acre Feet per year of which the state has reserved for "exempt use" by State Law 450 Acre Feet per year. This leaves us with 750 Acre Ft. for all other uses.

The majority of landowners, including Los Papalotes, have not registered their wells as required by state law. Los Papalotes was

sent forms on 9/13/08. So far those that registered wells, that dont qualify for exempt use, are using water nearly equal to our allocatable figure of 750 Acre Feet. By the time all wells are registered we likely have useage and requests two or three times over available water. Most of the major users have a history of 20-50 years of use. Los Papalotes has none.

The study done by Chapman Engineers states there is an abundance of water but did not anywhere disagree with the 1200 Acre Feet of available water for all of the District. We are bound by our study to allocate on this basis. The proposed lots range in size from 1.5 to 4.48 Acres and are not exempt under State law. We will have to then have to issue them a permit, if they apply, for their pro rata share of the 750 Acre Ft. This would be equal to 33.52 gallons of water per acre per day with a meter.

The study indicates a minimal drop in water levels. I have a well ½ mile to the N.W. of this property, which when pumping for the lake or elsewhere takes place, drops 25' from 25 to 50 ft below the surface. My Neighbor Noe Garza, west of my land, had to drill another well to supply his cattle with water. Previously his well jet was set at 50 Feet. Mr. Joel Peña has a well about 300 Ft east of Los Papalotes which drops 35 ft. to below 60 ft. below the surface. This well in state records had water at 13 Ft. below surface. Good water is rarely found below 90 Feet. This is not addressed in the study.

Both the Pena well and a destroy well next to my well are cited in the study. Pena's is the Arturo Garza well and mine is the Carlos Hinojosa well.

Another issue not addressed in the study is possible salt water incursion in a well that was cited in the study. The Taylor-Latham well is no longer used because it has "salted out". With massive water use at Los Rapelotes this salt water will likely be drawn in.

You can see in the study the Garza well (H-6) dropped 12 ft. from 1982 to the present without Los Rapelotes. What will happen now? This is the well that drops to below 60 ft.

The study map shows numerous ponds (one per lot?). They also mention the 'lake' or large pond. The small ponds have windmills. According M. Arturo Ybarra, U.S.D.A. Soil and Water Conservation Service, a windmill pumping water 24/7 will average about 3 gallons per minute. This equals 4.84 Acre Feet a year per pond. If all 49 Lots get a pond that is 237 acre ft. James McAllen, a prominent Rancher uses a figure of 3 to 4 gallons per minute. The average would be 277 Acre Ft. The lake could possibly use another 250 Acre Ft. We can only wait for their registration forms.

When you add up home use, ponds & lakes that equals over 2/3 of our non exempt water. The study does not touch on this. Claims on their study are only for home use. Their Ads in the

local "Town Crier" and their Internet show both pond and lake.

The Chapman study also implies that 3/8 of the water used will be filtered by local soil and go back into the water source. This study was done on the most permeable soil of this subdivision. This is found on page 40 of Soil Survey of Hidalgo County. This soil type according to their study covers less than 1/3 of site. About 2/3 of the soils are Delmita or Delmita Randado, soils known for "Cemented Pan" of Caliche. This is not very permeable.

Since we are a viable Water District and have the responsibility for permitting wells I can say they have no permits. If issued they will not be enough for homes. This has been conveyed to Mr. Quintanilla their Engineer.

Armando Vela

RECEIVED
BY: Maria Cantu
OCT 31 2008
HIDALGO COUNTY
PLANNING DEPT.

TEXAS WATER DEVELOPMENT BOARD

James E. Herring, *Chairman*
Lewis H. McMahan, *Member*
Edward G. Vaughan, *Member*

J. Kevin Ward
Executive Administrator

Jack Hunt, *Vice Chairman*
Thomas Weir Labatt III, *Member*
Joe M. Crutcher, *Member*

March 18, 2009

Raul E. Sesin, P.E., CFM
Planning Administrator
Planning Department
County of Hidalgo
1304 South 25th Street
Edinburg, Texas 78539

via facsimile (956) 318-2844 and U.S. Postal Service

Re: Rancho Los Papalotes Phase 2 Subdivision

Dear Mr. Sesin:

In your letter of February 27, 2009, you raise two issues that prompt your question of whether Hidalgo County (the County) can approve plats for the Rancho Los Papalotes Phase 2 Subdivision (the Subdivision). The first issue relates to the method proposed for treating drinking water supplied to the houses in the Subdivision. The second issue concerns the issuance of permits by the Red Sands Groundwater Conservation District (the District) for the individual water wells.

As a preliminary comment, the responsibility for enforcing the Model Subdivision Rules adopted by the Texas Water Development Board (the Board) and colonia laws rests with the county and city. Local governments have the duty to ensure residential subdivision developments provide adequate water and wastewater services.

The Board assists cities and counties with the process of adopting subdivision rules or ordinances. Board staff will review local rules to assess consistency with Model Rules. In addition, the Board will review plats approved by a city or county to determine whether the local government's platting process is consistent with the requirements of the model rules. But the TWDB does not enforce the Model Rules. We will try to clarify the meaning of the Model Rules and the statutes under which they were created. But we do not decide issues of fact or "rule" on how the law should be applied in a specific case. Where the law is ambiguous or obscure and where there appear to be conflicts between laws, we—like local governments—look to the Attorney General for interpretation. Consequently, I encourage you to consult with your legal counsel to address questions specific to your local community regarding the application of Hidalgo County's subdivision rules.

1. Drinking Water Treatment in the Subdivision

Regarding your first question, you state that the Subdivision is expecting to use individual wells as the drinking water source. You note that the 30 year water availability study prepared for the Subdivision by Chapman Engineering reported the water produced from test wells does not meet minimum drinking standards based on elevated secondary maximum contaminant levels established by the Texas Commission on Environmental Quality. Therefore, the Subdivision developer proposes to escrow funds with the County to secure a 30 gallon reverse osmosis system for each lot that will treat the water at the point of use in the kitchen. This proposal will bring that point of use into compliance with minimum drinking water standards; but other point of use locations throughout the house will be left untreated.

The Model Rules provision to which you refer states that: "Where individual wells . . . are proposed for the supply of drinking water . . . The water quality of the water produced from the test well must meet the standards of water quality required for community water systems as set forth in 30 TAC §§290.104, 290.106, 290.108, and 290.109, either: (1) without any treatment to the water; or (2) with treatment by an identified and commercially available water treatment system." 31 TAC 364.32(b).

Subchapter F, Chapter 290, Title 30 of the Texas Administrative Code sets out the drinking water standards governing public drinking water quality. The Model Rules refer to the following rules in Subchapter F:

290.104	Maximum Contaminant Levels, Maximum Residual Disinfectant Levels, Treatment Techniques, and Action Levels.
290.106	Inorganic Contaminants
290.108	Radionuclides Other than Radon
290.109	Microbial Contaminants

The fact that Sections 290.104, 290.106, 290.108, and 290.109 are expressly mentioned in the Model Rules as required standards for nonpublic drinking water systems under the Model Rules and Sections 290.105 and 290.118 are not listed suggests that the secondary constituent levels determined by the engineering study are not considered a factor in determining whether the water from a test well meets the water quality standards for purposes of the Model Rules.

2. Permitting of Individual Water Wells

The second situation that you describe involves the permitting requirements of the Red Sands Groundwater Conservation District. Whether permits from the District are required for the individual wells in the Subdivision is an issue the Subdivision developer and the County must work out with the District.

Section 232.023, Local Government Code, requires a subdivider of land to have a plat of the subdivision prepared that contains a description of the water and sewer facilities that will be

constructed or installed to service the subdivision. Section 232.031 states that a subdivider may not sell or lease land in a subdivision unless the subdivision plat is approved by the commissioners court. If the District requires permits before the wells can be drilled, then the Subdivision developer must obtain the permits in order for the County to be assured that adequate water service will be provided and comply with Sections 232.023 and 232.031 of the Local Government Code.

The resolution of these questions is a matter for the Subdivision developer, the District, and the County as it involves interpretations of law and fact that are beyond the jurisdiction of the Board.

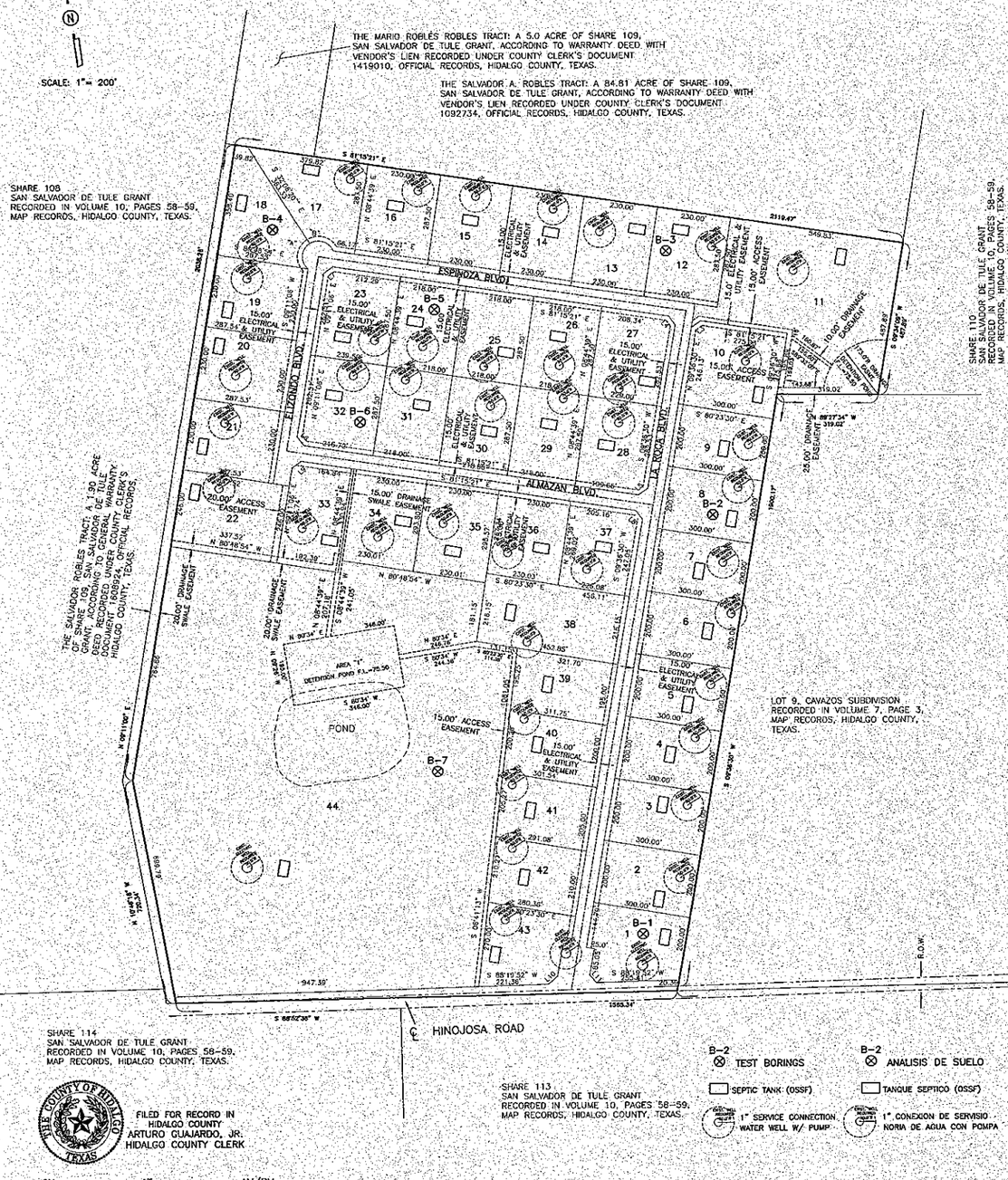
Sincerely,

Joe P. Reynolds
Attorney

cc: Mr. Martin Almazan **via facsimile (956) 381-1433**
Rancho Los Papalotes Subdivision

MAP OF WATER DISTRIBUTION SYSTEM/ MAPA DE DISTRIBUCION DE AGUA

SCALE: 1"= 200'



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

ON: _____ AT _____ AM/PM
INSTRUMENT NUMBER _____
RECORDED IN VOLUME _____ PAGE _____
OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

BY: _____ DEPUTY

SHEET NO.	FILENAME: F:\DATA\SUBDIVS\HIDALGO CO.\RANCH PAPALOTES RANCHES\PAPA2-RPLAT			
4 OF 5	DATE PREPARED 12-22-2008	PREPARED BY M. GONZALEZ	CHECKED BY	APPROVED BY
	DATE REVISED	REVISED BY	CHECKED BY	APPROVED BY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS · LAND SURVEYORS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
PHONE 956-381-6480
FAX 956-381-0527

SUBDIVISION PLAT OF:

RANCHOS LOS PAPALOTES SUBDIVISION No. 2

A 108.98 ACRE TRACT OF LAND OUT OF TRACT 109, SAN SALVADOR DEL TULE GRANT, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 10, PAGES 58-60, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 1876165, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: CALVIN C. CHAPMAN, P.E.
WATER SUPPLY: Description and Costs.

The Engineer has prepared a groundwater availability study, which complies with 30 TAC 230.1 through 230.11 for individual water supply wells on individual lots. The Engineer has provided sufficient documentation through said study to establish the long term (30 years) quantity and quality of the available groundwater supplies to serve the full development of this subdivision. The water quality of the water produced from the test will meet the standards of water quality required for community water systems as set forth in 30 TAC 290.104, 290.106, 290.108 and 290.109 wit treatment by an identified and commercially available water treatment system. The commercial water treatment system to be used is as follows:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Individual private water wells will be installed for each lot (does not include pumps and commercial water treatment system) at a cost of $ 1,645.95 Per lot for a total cost of $ 72,472.00. The Developer is providing adequate financial guarantees of performance in the form of a personal check representing a "cash deposit" to be held by the County of Hidalgo in escrow in the amount of $ 46,378.00 or $ 1054.00 per lot, to cover the cost to install the commercial water treatment system and pump, which has been identified by the Engineer as a suitable form of water treatment to comply with said state standards.

Each proposed tract has more than the required area for each standard, nonstandard or proprietary OSSF listed in 30 Texas Administrative Code (TAC) 285.90-285-91, Table X. This takes into consideration the land commited to a structure and driveways, land of greater slope not well-suited for drip or spray irrigation (not the case on any of the Ranchos Los Papalotes Subdivision No. 2 property), and the 50-foot separation distance of septic components from a pressure cemented drinking water well.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE WATER WELLS AND PUMPS FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE COSTS TO INSTALL THE WATER WELLS AND PUMPS FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

WATER FACILITIES: THESE FACILITIES INSTALLATION COST OF WATER WELLS AND PUMPS WERE AT A COST OF $ 118,800.00 WHICH EQUALES TO $2,700.00 PER LOT.



CALVIN C. CHAPMAN
P.E. 78006

PROVISION DE AGUA: Descripcion y Gastos.

El Ingeniero a preparado un reporte de agua subterranea que acatar los reglamentos de 30 TAC 230.1 through 230.11 para los individoles norias de agua en cada lote. El Ingeniero ha entregado suficiente informacion para proveer agua subterranea suficiente para toda la subdivision por un periodo de 30 anos en calidad y cantidad. La calidad de la agua subterranea que producia el examen es suficiente en el grado requerido por la comunidad de sitemas de agua en 30 TAC 290.104, 290.106, 290.108 and 290.109. El sistema de filtracion de aqua esta inscrito como:

CTFC400 REVERSE OSMOSIS WATERRIGHT UNIT
PRESS TANK HYDROPRO 32 GAL.

Las norias de agua subterranea privadas seran installadas en cada lote a un costo de US$ 1,645.95 por lote o un costo total de US$ 72,422.00. El urbanizador proporcionara una garantia financieras adecuadas con desempeño en forma de un cheque personal representando un "deposito en efectivo" obtenido por el condado de hidalgo en la cantidad de US$ 46,378.00 o US$ 1,954.00 por lote, para el costo de instalar el sistema de filtracion de agua que se aprobo por el Ingeniero. El sistema de filtracion de agua satisface los requisitos modelos del estado.

Cada propuesto lote tiene la region requisito que satisface el modelo, falta de modelo o propietario fosas septicas (OSSF) insertas en 30 Texas Administrative Code (TAC) 285.90-285-91, Tablero X. Esto toma en consideracion la region cometida donde estara la estructura y camino de entrado, region de inclinacion que no es apropiado para irrigacion raciada (en el caso de los Ranchos Los Papalotes Subdivision No. 2), y 50 pies de separacion de las fosas septicas con los norias subterraneas echas o bajo cementos de presion.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LA NORIA DE AGUA Y POMPAS SISTEMAS DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE. (CODIGO DE AGUA DE TEXAS).

CERTIFICO QUE LOS GASTOS PARA INSTALAR LA NORIA DE AGUA Y POMPAS SISTEMAS DE AGUA :

AGUA: EL SISTEMA/SERVICIO SERA INSTALADO Y COMPLETAMENTE CONSTRUIDO LOS NORIAS DE AGUA Y POPAS A COSTO DE $ 118,800.00 LO CUAL EQUIVALE A $ 2,700.00 POR LOTE.



CALVIN C. CHAPMAN
P.E. 78006

COST ESTIMATE

PAVING IMPROVEMENTS:	$ 182,050.00
DRAINAGE IMPROVEMENTS:	$ 25,400.00
WATER WELL SYSTEM:	$ 118,800.00
OSSF:	$ 44,000.00

REVISION NOTES

No.	Sheet	REVISION	Date	Approved

SUBDIVIDER CERTIFICATION

I.- BY COMPLETING THE IMPROVEMENTS DESCRIBED ON THE PLAT, SUBDIVIDER WILL COMPLY WITH MINIMUM STATE STANDARDS AND THAT (a) WATER QUALITY AND CONNECTIONS INCLUDING WATER METERS TO THE LOTS MEET SUCH STANDARDS AND (b) SEWER CONNECTIONS TO THE LOTS, OR SEPTIC TANKS MEET OR WILL MEET SUCH STANDARDS AND WILL BE BY STATE AND COUNTY REGULATIONS.

SUBDIVIDER STATEMENT:

I.- I (WE), MARTIN ALMAZAN SUBDIVIDERS OF RANCHOS LOS PAPALOTES SUBDIVISION No. 2 HEREBY CERTIFY SEWER PERMITS FROM HIDALGO HEALTH DEPARTMENT ARE REQUIRED PRIOR TO BUILDING ON ANY LOT; THAT ANY ADEQUATE DRINKING WATER SOURCE IS IMMEDIATELY AVAILABLE TO EACH LOT OF THE TYPE, QUALITY & QUANTITY TO ENABLE EACH PERSON PURCHASING A LOT HAVE ADEQUATE WATER TO COMPLY WITH THE REGULATIONS AND THE LAWS TO THE STATE AS REQUIRED BY STATE AND COUNTY REGULATIONS.

MARTIN ALMAZAN
2621 S. GARDENIA
PHARR, TEXAS 78577

01-29-09
DATE

STATE OF TEXAS
COUNTY OF HIDALGO

BEFORE ME, the undersigned notary public, on this day personally appeared MARTIN ALMAZAN proved to me through his Texas Department of Public Safety Driver License to be the person whose name is subscribed to the foregoing instrument, who, being by me first duly sworn, declared that the statements therein are true and correct and acknowledged that she executed the same for the purposed and consideration thereby expressed.

Given under my hand and seal of office this 29th day of JANUARY, 2009

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

LUIA A. QUINTANILLA— NOTARY PUBLIC

FINAL ENGINEERING REPORT FOR RANCHOS LOS PAPALOTES SUBDIVISION No. 2:
BY: EULALIO RAMIREZ, P.E.
SEWAGE FACILITIES: Description and Costs.

SEWAGE FROM RANCHOS LOS PAPALOTES SUBDIVION No. 2, WILL BE TREATED BY INDIVIDUAL ON-SITE SEWAGE FACILITIES ("OSSF") CONSISTING OF A STANDARD DESIGN DUAL COMPARTMENT SEPTIC TANK AND A DRAINFIELD ON EACH LOT. THE UNDERSIGNED PROFESSIONAL ENGINEER HAS EVALUATED THE SUITABILITY OF THE SUBDIVISION SITE FOR OSSF AND SUBMITTED A REPORT CONCLUDING THAT THE SITE IS SUITABLE FOR OSSF. THE REPORT WAS REVIEWED AND APPROVED BY THE HIDALGO COUNTY HEALTH DEPARTMENT. HIGHLIGHTS OF THE REPORT ARE AS FOLLOWS:

EACH LOT IN THE SUBDIVISION IS AT LEAST ONE (1) ACRE IN SIZE. THE U.S.D.A. SOIL CONSERVATION SERVICE SOIL SURVEY BOOK INDICATES A FINE SANDY LOAM AND SANDY CLAY LOAM, AND (8) TEST BORINGS WERE MADE AT OPPOSITE AREAS OF THE SUBDIVISION – THE CENTERS OF LOTS 1, 8, 12, 18, 24, 32 AND 44 (ADDITIONAL BORINGS WERE UNNECESSARY BECAUSE THE SOILS ARE VERY UNIFORM WITHIN THIS LIMITED AREA). THE SOIL IS A UNIFORM SANDY CLAY LOAM EXTENDING MORE THAN 24 INCHES BELOW THE BOTTOM OF ANY PROPOSED EXCAVATIONS. THERE IS NO INDICATION OF GROUND WATER OR A RESTRICTIVE LAYER WITHIN 24 INCHES OF THE BOTTOM OF THE PROPOSED EXCAVATIONS.

THE ESTIMATED COST TO INSTALL A SEPTIC SYSTEM ON AN INDIVIDUAL LOT IS $ 1,000.00 FOR A TOTAL COST OF $ 44,000.00 INCLUDING THE COSTS FOR THE REQUIRED PERMIT AND LICENSE. NO OSSF HAVE BEEN INSTALLED AS OF THE TIME OF APPLICATION FOR FINAL PLAT APPROVAL. THE SUBDIVIDER HAS POSTED A CASH DEPOSIT WITH THE FILING OF THIS FINAL PLAT WITH HIDALGO COUNTY TO COVER THE TOTAL SEPTIC SYSTEM COST OF $ 44,000.00. THE SUBDIVIDER WILL INCLUDE THE COST OF A SEPTIC TANK SYSTEM (OSSF) IN THE SALE PRICE OF THE LOT.

AT ANY TIME AFTER THE LOT IS SOLD, THE PURCHASER MAY INITIATE INSTALLATION OF A SEPTIC TANK SYSTEM (OSSF) BY WRITING OR CALLING THE SUBDIVIDER AND THEN FILING WITH THE HIDALGO COUNTY HEALTH DEPARTMENT AN APPLICATION FOR A PERMIT TO CONSTRUCT A SEPTIC TANK SYSTEM (OSSF). IF ON A LOT BELONGING TO THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER SHALL RENEW HIS/HER LETTER OF CREDIT WITH THE COUNTY, IF HE/SHE CHOOSES NOT TO RENEW THE CASH DEPOSIT, THEN HE/SHE MUST OBTAIN THE PROPER PERMITS AND INSTALL ALL SEPTIC TANK SYSTEM BY OCTOBER 3, 2010. IF THE DEVELOPER FAILS TO RENEW HIS/HER CASH DEPOSIT OR INSTALL ALL SEPTIC TANKS BY THE AFOREMENTIONED DATES, THEN THE COUNTY IN ACCORDANCE WITH THE EXECUTED SUBDIVIDER CONSTRUCTION AGREEMENT WILL INITIATE THE DRAW DOWN OF THE CASH DEPOSIT TO INSTALL THE REMAINING SYSTEMS. IF ON A LOT BELONGING TO SOMEONE OTHER THAN THE SUBDIVIDER NO SEPTIC TANK SYSTEM (OSSF) HAS BEEN INSTALLED AS OF OCTOBER 3, 2009, THEN THE SUBDIVIDER WILL FIRST REMIND THE LOT OWNER OF THE AVAILABILITY OF THE SEPTIC TANK SYSTEM (OSSF). UNLESS THE LOT OWNER THEN PROMPTLY INITIATES THE INSTALLATION OF THE SEPTIC TANK SYSTEM (OSSF) BY NOTIFYING THE SUBDIVIDER AND FILING AN APPLICATION FOR A PERMIT TO CONSTRUCT THE SYSTEM. THE SUBDIVIDER WILL EXERCISE HIS/HER RETAINED RIGHT OF ENTRY AND HIS/HER OBTAINED POWER OF ATTORNEY SO THAT HE/SHE MAY INSTALL THE SEPTIC TANK SYSTEM (OSSF), OR SUMMIT TO THE COUNTY A RENEWAL OF THE CASH DEPOSIT FOR THOSE SYSTEMS THAT HAVE NOT BEEN INSTALLED.

IN ANY EVENT THE SEPTIC TANK SYSTEM (OSSF) WILL BE INSTALLED ON THE LOT BY NOVEMBER 3, 2009 UNLESS THE SUBDIVIDER RENEWS HIS/HER LETTER OF CREDIT TO COVER THE UNINSTALLED SEPTIC TANK SYSTEMS FOR AN ADDITIONAL TIME AS APPROVED BY THE COUNTY OF HIDALGO. SEPTIC TANK SYSTEMS SHALL BE INSTALLED ON THE LOT PRIOR TO THE COUNTY ISSUING A FINAL LIGHT AND WATER CLEARANCE.

CERTIFICATION:

BY MY SIGNATURE BELOW, I CERTIFY THAT THE SEWAGE SERVICE FACILITIES DESCRIBED ABOVE ARE IN COMPLIANCE WITH THE MODEL RULES ADOPTED UNDER SECTION 16.343, WATER CODE.
I CERTIFY THAT THE ESTIMATED COSTS TO INSTALL UNCONSTRICTED ON-SITE SEWAGE FACILITIES, DISCUSSED ABOVE, ARE AS FOLLOWS:

SEWAGE FACILITIES: SEPTIC SYSTEMS ARE ESTIMATED TO COST $1,000.00 PER LOT (ALL INCLUSIVE), FOR A TOTAL OF $44,000.00 FOR THE ENTIRE SUBDIVISION ON CASH DEPOSIT.



EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

SERVICIO DE DRENAJE: Descripcion y Costos.

EL DRENAJE DE RANCHOS LOS PAPALOTES SUBDIVISION No. 2, TENDRA FOSAS SEPTICAS INDIVIDUALES (OSSF) CONSISTIENDO EN UN DISEÑO NORMAL, CON DOBLE COMPARTIMENTO DE FOSA SEPTICA (OSSF) Y UN CAMPO DE DRENAJE EN CADA SOLAR. EL INGENIERO (QUE ABAJO FIRMA) HA INSPECCIONADO, EVALUADO Y REPORTADO QUE LA UBICACION DE LA SUBDIVISION ES CONVENIENTE PARA FOSAS SEPTICAS (OSSF), EL REPORTE FUE EXAMINADO Y APROBADO POR EL DEPARTAMENTO DE SALUD DEL CONDADO DE HIDALGO.

CADA SOLAR EN LA SUBDIVISION SERA DE AL MENOS DE MEDIA (1/2) ACRE DE TAMAÑO. EL LIBRO DE SERVICIOS Y CONSERVACION DEL SUELO DEL DEPARTAMENTO DE AGRICULTURA DE LOS ESTADOS UNIDOS (USDA) INDICA UNA MEZCLA DE BARRO ARENOSO. SE REALIZARON (8) PRUEBAS CON AGUJEROS EN EL CENTRO DE LOS LOTES 1, 8, 12, 18, 24, 32, Y 44 (PRUEBAS ADICIONALES NO FUERON NECESARIAS PORQUE EL SUELO ES MUY UNIFORME DENTRO DEL AREA DELIMITADA). EL SUELO ES UNIFORME, DE BARRO ARENOSO EXTENDIDO A MAS DE 24 PULGADAS BAJO EL FONDO DE CUALQUIER EXCAVACION. NO HAY PRESENCIA DE AGUA SUBTERRANEA BAJO LA CAPA DE 24 PULGADAS DE FONDO DE LAS EXCAVACIONES.

EL COSTO ESTIMADO PARA LA INSTALACION DE UN SISTEMA INDIVIDUAL DE FOSAS SEPTICAS POR SOLAR SON US$ 1,000.00 DOLARES, INCLUYENDO EL COSTO DEL PERMISO REQUERIDO Y LICENCIA. EN ESTOS MOMENTOS NINGUNA FOSA SEPTICA HA SIDO INSTALADA EN EL PROCESO DE LA APROBACION FINAL. EL DUEÑO SOMETERA UNA CHEQUE DE DEPOSITO JUNTO CON EL PLANO ORIGINAL AL CONDADO DE HIDALGO PARA CUBRIR EL COSTO TOTAL DE US$ 44,000.00 PARA LA INSTALACION DE TODAS LAS FOSAS SEPTICAS. EL DUEÑO DE LA SUBDIVISION INCLUIRA EL COSTO DE UN SISTEMA DE FOSAS SEPTICAS EN LA VENTA DEL SOLAR. A CUALQUIER MOMENTO QUE EL SOLAR HA SIDO VENDIDO, EL COMPRADOR PUEDE INICIAR LA INSTALACION DE LA FOSA SEPTICA AVISANDO AL DUEÑO POR MEDIO DE UNA CARTA O UNA LLAMADA Y SOLICITADO EL PERMISO DE INSTALACION DEL SISTEMA DE FOSAS SEPTICAS CON EL DEPARTAMENTO DE SALUDO DEL CONDADO DE HIDALGO. SI EN UN SOLAR PERTENECIENTE AL DUEÑO DE LA SUBDIVISION NINGUNA FOSA SEPTICA HA SIDO INSTALADA A PARTIR DEL OCTUBRE 3, 2010, ENTONCES EL SUBDIVIDOR DEBE DE RENOVAR SU CHEQUE DE DEPOSITO CON EL CONDADO DE HIDALGO. SI EL/ELLA DECISION EN NO RENOVAR LA CHEQUE DE DEPOSITO, ENTONCES EL/ELLA DEBEN DE OBTENER LOS PERMISOS APROPIADOS PARA INSTALAR TODAS LAS FOSAS SEPTICAS ANTES DE OCTUBRE 3, 2010. SI EL SUBDIVIDOR FALLA EN RENOVAR SU CHEQUE DE DEPOSITO O DE INSTALAR TODOS LOS SISTEMAS SEPTICOS HA LA FECHA YA INDICADA ANTERIORMENTE, ENTONCES EL CONDADO DE HIDALGO EN ACUERDO CON EL CONTRATO DE CONSTRUCCION INICIARA EL RETIRO DE FONDOS PARA LA INSTALACION DE LOS SISTEMAS PENDIENTES. SI EN UN SOLAR PERTENECIENDO HA ALGUIEN QUE SEA EL DUEÑO DE LA SUBDIVISION NINGON SISTEMA SEPTICO HA SIDO INSTALADO APARTAR DEL OCTUBRE 3, 2010 ENTONCES EL DUEÑO DE LA SUBDIVISION PRIMERO LE RECORDARA AL DUEÑO DEL SOLAR LA DISPONIBILIDAD DEL SISTEMA SEPTICO. AL MENOS QUE EL DUEÑO DEL SOLAR HA INDICADO LA INSTALACION DEL SISTEMA SEPTICO NOTIFICANDO AL DUEÑO DE LA SUBDIVISION Y SOLICITANDO LA APLICACION PARA LA INSTALACION DEL SISTEMA, EL DUEÑO DE LA SUBDIVISION EJERCERA SU DERECHO DE ENTRADA POR MEDIO E UNA CARTA DE PODER PARA QUE EL/ELLA PUEDA INSTALAR EL SISTEMA SEPTICO O EL RENOVAR DE LA CHEQUE DE DEPOSITO PARA ESOS SISTEMAS SEPTICOS QUE A UN NO HAN SIDO INSTALADOS.

DE CUALQUIER MANERA, LOS SISTEMAS SEPTICOS SERAN ENTALLADOS PARA NOVIEMBRE 3, 2009. AL MENOS QUE EL DUEÑO DE LA SUBDIVISIÓN RENUEVE SU CARTA DE CREDITO PARA CUBRIR LOS SISTEMAS QUE NO SE HAN INSTALADO PARA UN TIEMPO ADICIONAL APROBADO POR EL CONDADO DE HIDALGO, LAS FOSAS SEPTICAS TENDRAN QUE ESTAR INSTALADAS ANTES QUE EL CONDADO DE HIDALGO PUEDA APROBAR LA AUTORIZACION DE LUZ Y AGUA.

CERTIFICACION

CON MI FIRMA, CERTIFICO QUE LOS SISTEMA DE DRENAJE, DESCRITOS EN ESTE DOCUMENTO, CUMPLEN CON LAS MODEL SUBDIVISION RULES (LAS REGLAS GOBERNANDO A LAS SUBDIVISIONES), ADOPTADAS EN LA SECCION 16.343 DEL TEXAS WATER CODE (CODIGO DE AGUA DE TEXAS).

DRENAJE: SE ESTIMA QUE LAS FOSAS SEPTICAS (OSSF) COSTARAN US$1,000.00 POR LOTE (TODO INCLUSO) A UN COSTO TOTAL DE US$ 44,000.00 PARA TODA LA SUBDIVISION EN CHEQUE DE DEPOSITO.



EULALIO RAMIREZ
P.E. 77062

1-29-09
DATE

AI-17400 **16.A.**

Elections Service Agreement- City of McAllen

CC REGULAR

Date:	09/15/2009
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of contract for Election Services (Full Service) between Hidalgo County and the City of McAllen for their election to be held on November 03, 2009.

BACKGROUND

(2) originals of Contract for Election Services
(2) originals of Agreement for Election Services

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

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

Attachments

Link: agreement

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	09/09/2009 04:34 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 08:29 AM	APRV
3	Roland Garcia	Rolando Garcia	09/11/2009 04:09 PM	APRV
4	Auditor's Office	Monica Badillo	09/11/2009 05:30 PM	APRV

Form Started By: Veronica Lopez — Started On: 09/09/2009 02:46 PM

Final Approval Date: 09/11/2009

AGREEMENT FOR ELECTION SERVICES
BETWEEN THE COUNTY OF HIDALGO
AND THE CITY OF MCALLEN

THIS AGREEMENT (the "Agreement") is entered into by and between the CITY OF MCALLEN, Texas, acting by and through its City Mayor, Mr. Richard Cortez (hereinafter referred to as "the City") and the County of Hidalgo, a political subdivision of the State of Texas (hereinafter referred to as the "County") duly acting herein by and through its duly authorized representative, the County Elections Administrator, Yvonne Ramón.

WITNESSETH:

WHEREAS, pursuant to Section 31.092(a) of the Texas Election Code, the County Election Officer may contract with the governing body of a political subdivision situated wholly or partly in the county served by the officer to perform election services in any one or more elections ordered by an authority of the political subdivision; and

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the City is a political subdivision in Hidalgo County that desires the County to conduct and supervise the November 3, 2009, election of the City (the "Election"); and

WHEREAS, the County agrees to perform election services for the City; and

NOW, THEREFORE, the County and the City for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to contract, covenant and agree as follows:

1. The County shall be responsible for performing the following duties and shall furnish the following services and equipment:

    a. Procure, provide and distribute all necessary election supplies, including:
        1) Ballots (preparation, programming and distribution only);
        2) Election kits; and
        3) Ballot boxes and voting booths provided free of charge by the County.

    b. Provide all necessary Direct Recording Electronic (DREs) voting systems (iVotronic 8.0.1.0) manufactured by Elections Systems and Software, and certified by the Secretary of State; and DRE ADA voting system equipped to make it accessible to persons with disabilities, including persons who are blind or have low vision, so that the individuals can vote independently and privately. Transport machines and equipment to and from the polling places, and prepare the DREs for use at the polling places.

c. Serve as the Early Voting Clerk.

d. Notify the election judges of the date, time and place of the election school and arrange for a facility for holding the City.

e. Appoint deputy early voting clerks for main and temporary branch early voting polling places established by the City.

f. Arrange for the use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in the preparation of programs and the test materials for the tabulation of the ballots to be used with the voting equipment.

g. Provide the general overall supervision of the Election and provide the advisory services in connection with the decisions to be made and the actions to be taken by the City.

h. Preparation, distribution, and publication of all notices and newspaper advertisements.

i. Preparation of U.S. Department of Justice pre-clearance for the Special Charter election.

j. Prepare any submission of voting changes to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended for the Special Charter election.

k. Notify the election presiding and alternate judges of their appointment by the City for each election precinct.

2. The City shall be responsible for performing the following duties and shall furnish the following services:

a. Payment of all necessary election supplies as required by the County, including but not limited to, ballots and election kits.

b. Pay for the costs of judges and election workers directly from payment vouchers submitted by the County Elections Administrator and the City shall pay the election workers at $9.00 per hour for Election Judge, $8.00 per hour for Alternate Judge and Deputy Early Voting Clerk(s) and $8.00 per hour for clerks, unless the Deputy Early voting Clerks are employees of the City.

c. Reimburse the County for liability insurance coverage for election workers employed for the Elections the School shall reimburse the County upon invoicing for the liability insurance coverage rate.

d. Tabulating of the Election results for canvassing by the City's board of trustees.

3. As stated in Section 31.096 of the Texas Election Code, this Agreement may not change:

(1) the authority with whom applications of candidates for a place on a ballot are filed; (2) the authority with whom documents are filed under Title 15; or (3) the authority to serve as custodian of voted ballots or other election records, except that a contract with a political subdivision other than a city may provide that the County Election Officer will be the custodian of voted ballots. Under this Agreement, the Hidalgo County Elections Administrator shall be the custodian of voted ballots.

4. The County Election Administrator shall be the agent of the City for the purposes of contracting with third parties with respect to the election expenses within the scope of the County Elections Administrator's duties.

5. The County shall file copies of this Agreement with the County Treasurer and the County Auditor.

6. In accordance with Section 31.100(b) of the Texas Election Code, only actual expenses directly attributable to this Agreement may be paid. The County Elections Administrator shall submit the actual costs for items contracted pursuant to this Agreement with the City no later than ten (10) days after the Elections.

7. The City shall submit to the County an administrative fee of ten percent (10%) of the entire cost of the Election. This payment shall be made by the City to the County thirty (30) days after the Elections. (The City agrees to provide the County with copies of all bills that the City paid directly, or a true and accurate certified statement of such bills in order to accurately determine the ten percent (10%) fee.) The payment shall be submitted along with a report of the expenses upon which the payment amount of ten percent (10%) was calculated. Estimate of Cost of Election is attached as Exhibit "A."

8. In the event any section, subsection, paragraph, subparagraph, sentence, phrase or word herein is held invalid, illegal, or unenforceable, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, subparagraph, sentence, phrase and word. In such event there shall be substituted for such deleted provision as similar in terms and in effect to such deleted provision as may be valid, legal and enforceable.

9. This Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

EXCUTED in DUPLICATE this the ____ day of _____, 2009.

ELECTIONS ADMINISTRATOR

BY:_____
Yvonne Ramón

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF MCALLEN
LEASING ENTITY

BY: _____

PRINT: Mr. Richard Cortez

TITLE: Mayor

CITY OF McALLEN
McALLEN, TEXAS

ATTEST

BY: _____

PRINT: Annette Villarreal

TITLE: City Secretary

EXHIBIT "A"

HIDALGO COUNTY ELECTIONS DEPARTMENT **INVOICE**

101 S. 10th St.
P.O. Box 659
Edinburg, Texas 78540
Phone: 956/318-2570
Fax: 956/318-2569

ESTIMATE

DO NOT USE ESTIMATE FOR PAYMENT
PAYMENT MUST BE MADE WITH ORIGINAL INVOICE

SERVICE FOR:
CITY OF MCALLEN

******REVISED*******

JOB DESCRIPTION:
Election Services for **November 3,2009** Election (Please make checks payable to Hidalgo County Elections Department)

DATE	SERVICE DESCRIPTION	AMOUNT	
	iVotronic (voting machine) 4 Early Vote @ $100.00 ea	$400.00	
	iVotronic (ADA voting machine) 4 Early Vote @ $100.00 ea	$400.00	
	iVotronic (voting machine) 6 Election Day @ $100.00 ea	$600.00	
	iVotronic (ADA voting machine) 12 Election Day @ $100.00 ea	$1,200.00	
	Programming of voting equipment	$50.00	
	Ballot Board (other entities)	$150.00	
	Election Judges Kit for Early Vote 4 @ $35.00	$70.00	
	Election Judges Kit for Election Day 12 @ $35.00	$210.00	
	Paper Ballots for mail-in ballots (300 @ .08)	$24.00	
	Combination Forms E.V. 100 forms x .45 each Combination Forms E.D. 200 forms x .45 each	$135.00	
	The Monitor Newspaper	$1,000.00	
	Payroll Election Workers (12) – Early Vote	$5148.00	
	Payroll Election Workers (36) – Election Day	$2,100.00	
	AT & T Wireless Cell Phone E.V.(4 cells x $42.00) AT & T Wireless Cell Phone E.D.(8 cells x $42.00)	$210.00	
	Training – Election Workers E.V. $252.00 Training – Election Workers E.D. $504.00	$378.00	
	Envelopes for Mail-In Ballots 50 x.50 x 4 envelopes	$100.00	
	Postage for Mail-In Ballots 50 x .58	$29.00	
	Liability insurance for 4 workers x $9 x 416hrs x 0.20% - Early Vote – Supervisors	$14.98	
	Liability insurance for 8 workers x $8 x 832hrs x 0.20% - Early Vote – Clerks	$53.25	
	Liability insurance for 12 workers x $9 x 168hrs x 0.20% - Election Day – Presiding Judges	$18.14	
	Liability insurance for 24workers x $8 x 336hrs x 0.20% - Election Day – Clerks	$64.51	
	TOTAL COST OF ELECTION	$12,354.88	
	Administrative Fee (10% x $12,354.88)	$1,235.49	
	TOTAL DUE ELECTIONS DEPARTMENT	$13,590.37	

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

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

RECITALS

WHEREAS, CITY OF MCALLEN , by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on November 3, 2009 and desires that certain election services be provided by ADMINISTRATOR through her Elections Department; and

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

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

NOW, THEREFORE, it is hereby agreed as follows:

ARTICLE I

PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the CITY OF MCALLEN for its election to be held on November 3, 2009, and any Runoff, if applicable.

ARTICLE II

SERVICES

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

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

(B) Prepare and program DRE ballots, including audio;

(C) Prepare paper ballots for mail-in-ballots and provisional ballots;

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

(E) Provide information for election officers;

(F) Provide general advisory services; and

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

ARTICLE III

SCHEDULE FOR PERFORMANCE OF SERVICES

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

ARTICLE IV

SERVICES NOT PROVIDED BY COUNTY

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

ARTICLE V

TERM

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

ARTICLE VI

COST OF SERVICE AND BILLING

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

GENERAL PROVISIONS

8.01. **This Contract shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.**

8.02. **In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.**

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

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

SIGNED this _____ day of _____, 2009

ELECTIONS ADMINISTRATOR

BY: _____
Yvonne Ramón

CITY OF MCALLEN
LEASING ENTITY

BY: _____

PRINT: Mr. Richard Cortez

TITLE: Mayor

ATTEST

BY: _____

PRINT: Annette Villarreal

TITLE: City Secretary

APPROVAL COUNTY OF HIDALGO:

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

ATTEST

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-17379 **17.A.**

Budget Amendment

CC REGULAR

Date:	09/15/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L.Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

1. Approval of Certification of Revenues, as certified by the County Auditor, for the WIC Program.
2. Approval to amend (increase) the 2009 WIC Grant Program budget in the amount of 266,996.45.

BACKGROUND

Increase budget to fund expenditures to end of fiscal year 9/30/09 from surplus earned & purchase surveillance security system for clinics (217,996.45).
Awarded letter from USDA

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $266,996.45 to fund expenditures for surveillance system and year end operating expenditures to close out FY 2009 grant.

Attachments

Link: USDA Approval

Link: REVISED BUDG AMEND

Link: State Approval

Link: Certification of Revenues1

Link: Certification of Revenues2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 01:11 PM	APRV
2	Erika Zamora	Erika Zamora	09/11/2009 02:36 PM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Margarita Gonzalez — Started On: 09/09/2009 10:33 AM

USDA

SEP 0 2 2009

United States Department of Agriculture

Food and Nutrition Service

Southwest Region

1100 Commerce St.
Dallas, TX
75242

Mr. Mike Montgomery, Director
Texas Department of State Health Services
Nutrition Services Section
1100 West 49th Street
Austin, TX 78756-3199

Dear Mr. Montgomery:

In response to your letter dated August 14th, 2009, we are approving the following purchases:

- The Hidalgo County Health & Human Services Department, WIC Local Agency #012, to purchase a surveillance security system for a total cost of $217,996.45.

It is our understanding that the purchase will be done by SimplexGrinnell the company that provided the lowest bid to Hidalgo County for the fiscal year related to projects of this nature.

If you have any questions, please contact Jacqueline Garrett at (214) 290-9860.

Sincerely,

JO ELLEN COLLIN
Acting Regional Director
Supplemental Food Program

DATE: 9/9/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 9.1292.441.00.350.001.9

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

Honorable Commissioner's Court of Hidalgo County :

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

INCREASE OBJECT NUMBERS	ACCOUNT (OBJECT) NAME	AMOUNT
9.1292.441.00.350.001.9.413	Survellance & Security	217,996.45
9.1292.441.00.350.001.9.601	Office Supplies	8,500.00
9.1292.441.00.350.001.9.604	Medical Supplies	10,000.00
9.1292.441.00.350.001.9.535	Postage	6,000.00
9.1292.441.00.350.001.9.531	Telephone	12,000.00
9.1292.441.00.350.001.9.622	Electricity	5,000.00
9.1292.441.00.350.001.9.581	Travel In County	3,000.00
9.1292.441.00.350.001.9.607	Janitorial	1,000.00
9.1292.441.00.350.001.9.339	Other Professional Services	2,000.00
9.1292.441.00.350.001.9.423	Custodial Services	1,500.00
		0.00
	TOTAL FUND BALANCE IMPACT	266,996.45

REASON: To increase budget with earned surplus.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT **DATE:** **ATTEST COUNTY CLERK**

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

September 10, 2009

Norma L. Longoria, WIC Director
LA #012, Hidalgo County Health Dept.
WIC Administrative Office
3105 West University Drive
Edinburg, TX 78539

Dear Ms. Longoria:

The United States Department of Agriculture (USDA) has granted approval for the Hidalgo County Health Department, WIC Local Agency #012, to purchase a surveillance security system from SimplexGrinnell, with total costs not to exceed $217,996.45.

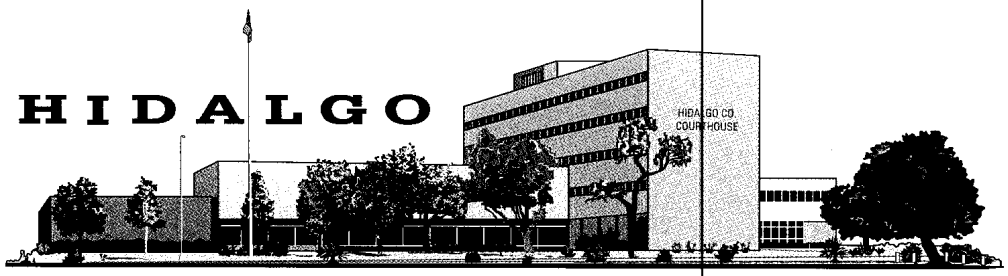
Since this will be paid for with approved extra funds, please submit the reimbursement request on a separate *State of Texas Purchase Voucher* indicating "Extra Funds." This purchase must be in compliance with WIC policies and the Uniform Grant Management Standards. Please maintain all proper documentation for purposes of an audit or fiscal monitoring review.

If you have any questions or require additional information, please contact Alisin Genfan, Contract Development and Support Branch, at (512) 458-7111, extension 3156, or alisin.genfan@dshs.state.tx.us.

Sincerely,

for Mike Montgomery, Section Director
Nutrition Services Section

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

September 10, 2009

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

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the amount of $49,000.00 from the WIC Program grant. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$49,000.00	WIC

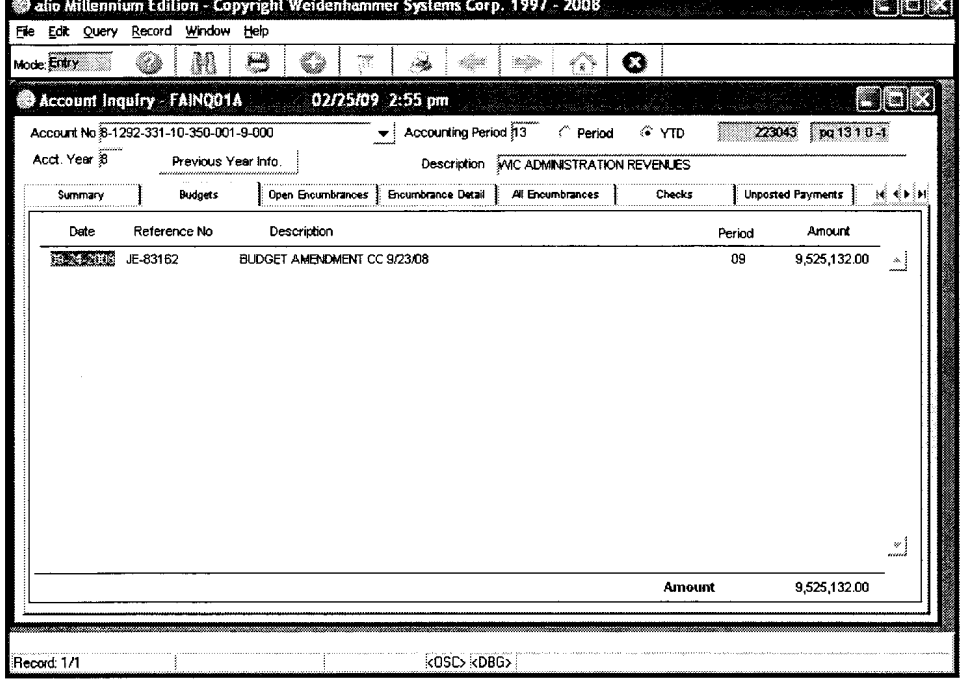
CERTIFIED BY:

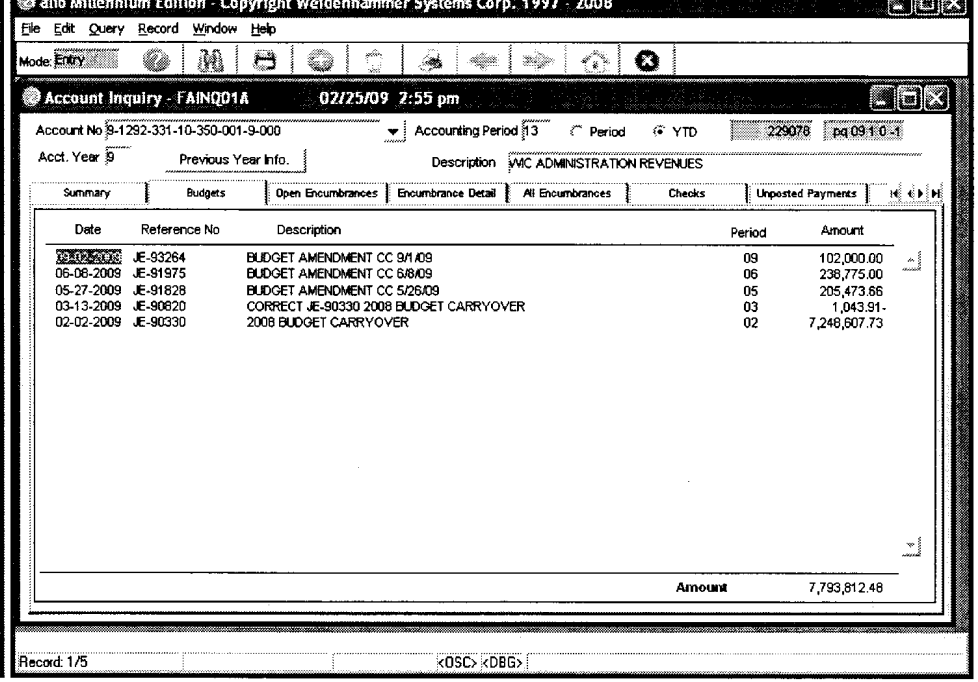
Raymundo Eufracio, CPA
Hidalgo County Auditor

9/11/09
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.





ORIGINAL BUDGET	9,525,132.00	
BUDGET AMENDMENT 05/26/2009	205,473.66	
BUDGET AMENDMENT 09/01/2009	102,000.00	
TOTAL	9,832,605.66	INCREASE IN REVENUE
		$ 49,932.11
PARTICIPANT/EXTENDED HOURS ANALYSIS		
TOTAL REVENUE PROJECTED FOR FY 09	9,882,537.77	

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

Month	FY 2009	
October	75,787	
November	74,800	
December	75,358	
January	75,763	
February	75,616	
March	76,033	
April	74,988	
May	76,296	
June	77,885	
July	79,694	
August	80,597	
September	76,620	*
Totals	**919,437**	
October	$13,026.30	
November	$13,750.42	
December	$13,761.14	
January	$14,222.48	
February	$12,835.03	
March	$12,390.42	
April	$15,351.11	
May	$16,195.83	
June	$12,804.42	
July	$12,710.17	
August	$12,757.30	*
September	$12,757.30	*
Extended Hours:		
Totals	**$162,561.92**	
(Actual) FY 09 - Participants time Rate (10.45) Oct 08 - Mar 09	$4,737,580.65	
(Actual) FY 09 - Participants time Rate (10.69) Apr 09 - Sep 09	$4,982,395.20	
Proj.Revenue FY 09 - Extended Hours	$162,561.92	
Total Revenue Projected for FY 09	**$9,882,537.77**	

* = Projected average from first 11 months participation rates.

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

September 10, 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 funds from the United States Department of Agriculture (USDA) Food and Nutrition Service. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	GRANT
$217,996.45	WIC Surveillance Security System

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

9/11/09
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.

USDA

SEP 02 2009

United States Department of Agriculture

Food and Nutrition Service

Southwest Region

1100 Commerce St.
Dallas, TX
75242

Mr. Mike Montgomery, Director
Texas Department of State Health Services
Nutrition Services Section
1100 West 49th Street
Austin, TX 78756-3199

Dear Mr. Montgomery:

In response to your letter dated August 14th, 2009, we are approving the following purchases:

- The Hidalgo County Health & Human Services Department, WIC Local Agency #012, to purchase a surveillance security system for a total cost of $217,996.45.

It is our understanding that the purchase will be done by SimplexGrinnell the company that provided the lowest bid to Hidalgo County for the fiscal year related to projects of this nature.

If you have any questions, please contact Jacqueline Garrett at (214) 290-9860.

Sincerely,

JO ELLEN COLLIN
Acting Regional Director
Supplemental Food Program

Linda Fong

From: Mike Escaname [mike.escaname@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 10, 2009 5:04 PM
To: 'Linda Fong'
Subject: FW: LA #12: Extra Funding Approval

Linda,

Would this email be enough? Its from Benny Jasso to Norma L.

Mike

From: Norma Longoria [mailto:norma.longoria@wic.co.hidalgo.tx.us]
Sent: Thursday, September 03, 2009 9:34 AM
To: mike.escaname@auditor.co.hidalgo.tx.us; armando.perez@auditor.co.hidalgo.tx.us
Cc: mague.gonzalez@wic.co.hidalgo.tx.us
Subject: Fw: LA #12: Extra Funding Approval

please read email

Norma Longoria, MS, LD
WIC Director
Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, TX 78539
(956) 381-4646

-----Original Message-----
From: "Jasso, Benny" <Benny.Jasso@dshs.state.tx.us>
Sent 5/18/2009 3:29:17 PM
To: "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Cc: "Genfan, Alisin" <Alisin.Genfan@dshs.state.tx.us>
Subject: LA #12: Extra Funding Approval

The State Agency has received your extra funding request for fiscal year 2009. Your funding request in the amount of $ 217,718.30 has been approved. This approval is for funding only. **It does not relieve you of the responsibility of seeking additional approval if required by WIC policy.**

Items which may require additional approval include (but not limited to): computers, supplies with a unit cost of $1000 or more, equipment with a unit cost of $5000 or more, clinic alterations and professional/unprofessional contracts. Please refer to the WIC Accounting policies for further clarification.

Approval requests need to include:

- Three bids or explanation as to why three bids were not received including how many bids were solicited.
- The number of bids received

- How the request for bid was advertised. If three bids were not received a copy of advertisement or RFP must be submitted.
- If lowest bid was not selected, justification for selection of best value
- a statement assuring bids were obtained in compliance with the Uniform Grants Management Standards and WIC Policy

For vehicle request, also include:

- Whether any type of rebate is received. (was rebate reduced from price of vehicle recorded as program income)
- Whether a trade was used and if yes, is the amount of trade in reflected in the bid.

All items requiring additional State or USDA approval must be submitted to the **Contract Development & Support Branch (CDSB)** via email at cdsb@dshs.state.tx.us.

A copy of this approval should be kept on file for audit or review.
If you have any further questions, please feel free to contact me.

Benny Jasso
Quality Assurance Coordinator
Nutrition Services Section
(512) 341-4573
fax: (512) 341-4419
benny.jasso@dshs.state.tx.us

AI-17335 **18.A.**

2010 Sheriff/Constable Fee Schedule

CC REGULAR

Date:	09/15/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval of Sheriff/Constable Fee Schedule for Year 2010

BACKGROUND

We are requesting approval of the Sheriff/Constable Fee Schedule for the County of Hidalgo, pursuant to Local Government Code 118.131. The fees will be effective January 01, 2010 and are to be charged for service or two (2) attempt of service.

Note: Fees are required to be approved/adopted by Commissioners' Court on or before October 01, 2009.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Approval of fee schedule.

Attachments

Link: 2010 fee.schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/08/2009 04:11 PM	APRV
2	Budget & Management	Erika Zamora	09/08/2009 04:52 PM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2009 11:50 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Emilia Uriegas — Started On: 09/04/2009 12:14 PM

Final Approval Date: 09/11/2009

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

		2009 RATES	PROPOSED 2010 RATES	APPROVED 2010 RATES
	JUSTICE OF THE PEACE			
1	CITATION	60.00	60.00	
2	CITATION SCIRE FACIAS	200.00	200.00	
3	DISTRESS WARRANT	75.00	75.00	
4	FORCIBLE ENTRY AND DETAINER	60.00	60.00	
5	INJUNCTION	60.00	60.00	
6	NOTICE	60.00	60.00	
7	SUBPOENA--CIVIL	60.00	60.00	
8	SUBPOENA DUCES TETUM--CIVIL	60.00	60.00	
9	ORDER OF SALE	200.00	200.00	
10	TEMPORARY RESTRAINING ORDER	70.00	70.00	
11	WRIT OF ATTACHMENT--PERSON	80.00	80.00	
12	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
13	WRIT OF EXECUTION	200.00	200.00	
14	WRIT OF GARNISHMENT	70.00	70.00	
15	WRIT OF HABEAS CORPUS	70.00	70.00	
16	WRIT OF POSSESSION	200.00	200.00	
17	WRIT OF RESTITUTION	200.00	200.00	
18	WRIT OF SEQUESTRATION	200.00	200.00	
19	LEVY	20.00	20.00	
20	DEEDS	25.00	25.00	
21	NOTICE OF SALE	50.00	50.00	
22	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	
	SMALL CLAIMS COURTS			
1	NOTICE	50.00	50.00	
2	SMALL CLAIM	50.00	50.00	
3	SUBPOENA--CIVIL	50.00	50.00	
4	SUBPOENA DUCES TECUM--CIVIL	50.00	50.00	
	MISCELLANEOUS FEES			
1	CLEARANCE LETTER	5.00	5.00	
2	INSURANCE REPORTS	1.00	1.00	
3	VIDEO TAPE COPY	55.00	55.00	
4	VIDEO PRINT PICTURE (EACH)	2.00	2.00	
5	35mm PICTURE (EACH)	2.00	2.00	
6	PROCESS BY CERTIFIED MAIL (MAIL CHARGE)	15.00	15.00	
7	BRADY BILL	10.00	10.00	
8	FINGERPRINTING	10.00	10.00	
9	FIRING RANGE USAGE	25.00	25.00	
10	COPY OF CAPIAS (PER PAGE)	2.00	2.00	
11	ALL OTHER COPIES (PER PAGE)	1.00	1.00	
12	RETURNED CHECK FEE	30.00	30.00	
13	PICTURE I.D. FEE	5.00	5.00	
14	AUDIO TAPE OF 911 RECORDING (PER INCIDENT)	20.00	20.00	
	NON OPEN RECORDS REPORTS			

COUNTY OF HIDALGO
FEE SCHEDULE--SHERIFF AND CONSTABLES

	COUNTY AND DISTRICT COURTS	2009 RATES	PROPOSED 2010 RATES	APPROVED 2010 RATES
1	CITATION	60.00	60.00	
2	CITATION BY CERTIFIED MAIL	60.00	60.00	
3	CITATION BY POSTING	50.00	50.00	
4	CITATION BY PUBLICATION	50.00	50.00	
5	CITATION BY SCIRE FACIAS	200.00	200.00	
6	DISTRESS WARRANT	75.00	75.00	
7	FORCIBLE ENTRY AND DETAINER	60.00	60.00	
8	INJUNCTION	60.00	60.00	
9	NOTICE	60.00	60.00	
10	NOTICE BY PUBLICATION	50.00	50.00	
11	NOTICE OF TRUSTEE SALE	30.00	30.00	
12	NOTICE TO TAKE DEPOSITION	60.00	60.00	
13	ORDER	60.00	60.00	
14	ORDER OF SALE	200.00	200.00	
15	PRECEPT TO SERVE	60.00	60.00	
16	SUBPOENA--CIVIL	60.00	60.00	
17	SUBPOENA DUCES TECUM--CIVIL	60.00	60.00	
18	SUMMONS	60.00	60.00	
19	TAX WARRANT	200.00	200.00	
20	TEMPORARY PROTECTIVE ORDER (NOTE: IF FILED UNDER FAMILY LAW CHAPTER 71, NO FEE)	70.00	70.00	
21	TEMPORARY RESTRAINING ORDER	70.00	70.00	
22	WRIT OF ATTACHMENT--PERSON	80.00	80.00	
23	WRIT OF ATTACHMENT--PROPERTY	200.00	200.00	
24	WRIT OF EXECUTION	200.00	200.00	
25	WRIT OF GARNISHMENT	70.00	70.00	
26	WRIT OF HABEAS CORPUS	70.00	70.00	
27	WRIT OF POSSESSION	200.00	200.00	
28	WRIT OF RESTITUTION	200.00	200.00	
29	WRIT OF SEQUESTRATION	200.00	200.00	
30	LEVY	20.00	20.00	
31	DEEDS	25.00	25.00	
32	NOTICE OF SALE	50.00	50.00	
33	LEVY, DEED, AND NOTICE PACKAGE	70.00	70.00	

NOTE: AFTER TWO (2) UNSUCCESSFUL ATTEMPTS OF SERVICE, THE FEE AMOUNT FOR THE SERVICE OF PROCESS IS TO BE COLLECTED.

REVIEWED, APPROVED, AND ADOPTED BY THE HIDALGO COUNTY COMMISSIONERS' COURT ON SEPTEMBER 15, 2009. SUPERSEDES PREVIOUS COURT ORDER REGARDING THESE FEES AND WILL GO INTO EFFECT ON JANUARY 01, 2010.

AI-17420 **18.B.**

Cell Phone Replacements

CC REGULAR

Date:	09/15/2009
Submitted By:	Monica Hinojosa, SHERIFF DEPT.
Submitted For:	Monica Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Requesting approval for the purchase of replacement cellular phones (HGAC Contract # CW05-02) assigned to Sheriff's Office Law Enforcement Division.

Description	Qty	Unit Price	Total
Blackberry Curve	1	$ 49.99	$49.99
Motorola Buzz	50	$ .99	$49.50

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1229-421-00-280-007-0-619

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

BUDGETARY IMPACT:

Funding available as of 9-11-09.

Attachments

Link: form

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/09/2009 04:31 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 08:29 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/11/2009 02:28 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Monica Hinojosa Started On: 09/09/2009 04:23 PM

Final Approval Date: 09/11/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☑ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

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

_____

COUNTY OWNED CELL PHONE ONLY:

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

Quantity: 1

Service: $_____/mo (x) ____ months = $0.00 Account: 9-1229-421-00-280-007-0-~~532~~ 619

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

Requisition Total: $99.49 **Requisition Number:** 161666

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

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

Requisition Total:_____ **Requisition Number:**_____

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

Signature	ANACLETO MARTINEZ Print Name	Date

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

Signature	Print Name	Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

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

Revised: 04/08/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☑ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

☐ Other wireless device: ☐ Data card ☐ GPS ☐ Blackberry ☐ Other:

STIPEND ONLY:

(2) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

(3) Type of duties:

☐Offsite duties ☐On-call duties ☐Law Enforcement / Emergency Response ☐Other:_____

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

_____

COUNTY OWNED CELL PHONE ONLY:

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

Quantity: 50

Service: $_____/mo (x) ____ months = $0.00 Account: 9-1229-421-00-280-007-0-~~532~~ 619

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

Requisition Total: $99.49 **Requisition Number:** 161666

DATA CARDS, GPS or OTHER

(6) Requesting employee/position:_____

Department #:_____ Employee ID #:_____ Office: _____

Service: $_____/mo (x) ____ months = $0.00 Account: _____-532

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

Requisition Total:_____ **Requisition Number:**_____

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

_____	ANACLETO MARTINEZ	_____
Signature	Print Name	Date

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

_____	_____	_____
Signature	Print Name	Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

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

Revised: 04/08/2009

AI-17389 **18.C.**

Sheriff's Office - Local Border Security Program Grant (LBSP)

CC REGULAR

Date:	09/15/2009
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to accept grant period extension for the Local Border Security Program grant administered by the Texas Border Sheriff's Coalition (TBSC). New termination date is August 31, 2010.

BACKGROUND

The prior grant period was March 03, 2009 to August 15, 2009.
GDEM Grant Number: LBSP-08-003

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1284-421-00-280-057-0-XXX

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

BUDGETARY IMPACT:

No budgetary impact. Grant period extension.
New grant termination date is August 31, 2010.

Attachments

Link: LBSP.extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	09/09/2009 04:31 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 08:24 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/10/2009 01:16 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Emilia Uriegas — Started On: 09/09/2009 12:18 PM

Final Approval Date: 09/11/2009

RECEIVED

AUG 31 2009

TBSC

GRANT ADJUSTMENT NOTICE

GOVERNOR'S DIVISION OF EMERGENCY MANAGEMENT

Program Title:	Local Border Security Program FY08/09 (LBSP-08/09)
Funding Instrument:	General Appropriations Act, Rider 60, 80th Legislature General Appropriations Act, Article IX, Section 19.69(c), 80th Legislature
Administered by:	Governor's Division of Emergency Management Texas Department of Public Safety P.O. Box 4087 Austin, Texas 78773-0220
GDEM Grant Number:	LBSP-08-003
Recipient:	Texas Border Sheriff's Coalition (TBSC)
Amount of Grant:	
Period of Grant:	15 February 2008 through 31 August 2010
Type of Action	☐ Increase in Funds ☐ Decrease in Funds ☐ Close-out Document ☒ Grant Period Extension
Grant Adjustment #:	4
AGENCY APPROVAL	
	Jack Colley Chief
Date: 08/12/2009	

AI-17404 **19.A.**

Approval of Payment - San Carlos Drainage Improvement Project
CC REGULAR

Date: 09/15/2009
Submitted By: Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For: Joe Pena
Department: RIGHT OF WAY DEPT.
Agenda Category: Right of Way

Information

CAPTION

Consideration and approval to purchase a certain tract of land described as Parcel # 21 a 3.02 acre tract of land out of lot 4 R. B. Curry Survey No. 4 for the Schunior Drain Extension - Cosme & Aminta Martinez

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-124-064-0-711
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance of $45,000.00 as of 09/10/09.

Attachments

Link: Part 1
Link: Part 2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:20 PM	APRV
2	Olga Garza	Olga Garza	09/10/2009 09:17 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Sandra Garcia — Started On: 09/09/2009 03:13 PM

Final Approval Date: 09/11/2009

HIDALGO COUNTY RIGHT OF WAY DEPARTMENT

MEMO

JOSE N. PEÑA
Director

TO: Commissioners' Court

FROM: J. Benito Rodriguez, Agent
Right of Way Department

DATE: August 25, 2009

RE: San Carlos Drain Improvement Project: Schunior Drain Ditch Extension
Cosme Martinez, Jr. and Aminta Martinez

Appraised Value	$ 43,141.00
Settlement Demand	$ 45,000.00 **
Difference	($1,959.00) ***

*** See attached letter

* The Right of Way Department at this time recommends the submitted Settlement Demand.

Commissioners' Court Executive Session August 25, 2009.

_____Approved

_____Not Approved

509 E. Earling Rd. ★ San Juan, Texas 78589 ★ (956) 283-8134 ★ Fax (956) 283-8402

August 20, 2009

Hidalgo County Right Of Way Department:
Mr. Benito Rodriguez, Agent:

RE: San Carlos Drainage Improvements Project

In reference to our property which legal description is as follows:

The East 19.73 acres of Lot 4 RB Curry Survey No. 4, and that 3.020 acres of this property are being considered for a drainage project , we have considered your offer and have decided to agree on an amount of 45000.00.

As you know, this property has been maintained very well and is used for baling hay. The production yield per acre is very high and considering the loss of income, I think 45000.00 is fair and very close to your original offer.

I hope this negotiation to acquire this parcel of land will be to your satisfaction also and if you have any questions, please contact me.

Sincerely,

Cosme Martinez, Jr

Cosme and Aminta Martinez

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

SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT

SCHUNIOR DRAIN DEED

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

That, We, Cosme Martinez, Jr, and Aminta Martinez, of the County of Hidalgo, State of Texas, hereinafter referred to as Grantor, whether one or more, for and in consideration of the sum of Forty - Five Thousand and No/100ths Dollars ($45,000.00) and other good and valuable consideration to Grantor in hand paid by the County of Hidalgo, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have this day Sold and by these presents do Grant, Give and Convey unto the County of Hidalgo all that certain tract or parcel of land in Hidalgo County, Texas, more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

Grantor reserves all of the oil, gas and sulfur 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 Grantor does hereby bind himself, his 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 31st day of August, 2009.

Cosme Martinez, Jr.

Aminta Martinez

ACKNOWLEDGMENT

THE STATE OF TEXAS

COUNTY OF HIDALGO

BEFORE ME, the undersigned, a Notary Public, on this day personally appeared Cosme Martinez and Aminta Martinez, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the act for the purpose and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31 day of August, 2009.

Notary Public, State of Texas

NOTARY PUBLIC STATE OF TEXAS
I. BENITO RODRIGUEZ
Notary Public, State of Texas
My Commission Expires
09-06-2009

METES AND BOUNDS

HIDALGO COUNTY PRECINCT No.4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
DITCH: SCHUNIOR DRAIN
PARCEL No.: 21

A 3.02 ACRE TRACT OF LAND OUT OF LOT 4, R.B. CURRY SURVEY No.4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 922643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS. REFERENCE TO WHICH IS HERE MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS.

BEGINNING AT A 1/2" IRON ROD WITH PLASTIC CAP STAMPED RPLS 4856 FOUND FOR THE SOUTHEAST CORNER OF LOT 4 AND THE SOUTHEAST CORNER OF THIS TRACT.

THENCE; N 80°51'W, ALONG THE SOUTH LINE OF LOT 4, A DISTANCE OF 877.65 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC STAMPED RPLS 4856 SET FOR THE SOUTHEAST CORNER OF THE FELIPA BRISEÑO TRACT (THE WEST 19.44 ACRES OF LOT 4, R.B. CURRY SURVEY No.4, ACCORDING TO WARRANTY DEED RECORDED IN VOLUME 1445, PAGE 75, DEED RECORDS, HIDALGO COUNTY, TEXAS) AND THE SOUTHWEST CORNER OF THIS TRACT.

THENCE; N 09°14'E, ALONG THE EAST LINE OF THE FELIPA BRISEÑO TRACT, A DISTANCE OF 150.00 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET FOR THE NORTHWEST CORNER OF THIS TRACT.

THENCE; S 80°51'E, A DISTANCE OF 877.65 FEET TO A 1/2" IRON ROD 24" IN LENGTH WITH PLASTIC CAP STAMPED RPLS 4856 SET ON THE EAST LINE OF LOT 4 FOR THE NORTHEAST CORNER OF THIS TRACT.

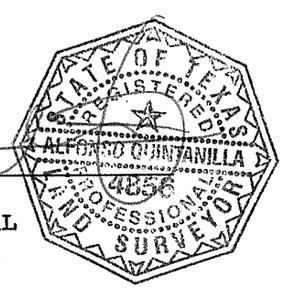
THENCE; S 09°14'W, ALONG THE EAST LINE OF LOT 4, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.02 ACRES OF LAND MORE OR LESS.

BEARINGS ARE IN ACCORDANCE WITH SAN CARLOS ESTATES, RECORDED IN VOLUME 29, PAGE 45, MAP RECORDS, HIDALGO COUNTY, TEXAS.

THE PROPERTY DESCRIBED IN THIS METES AND BOUNDS MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

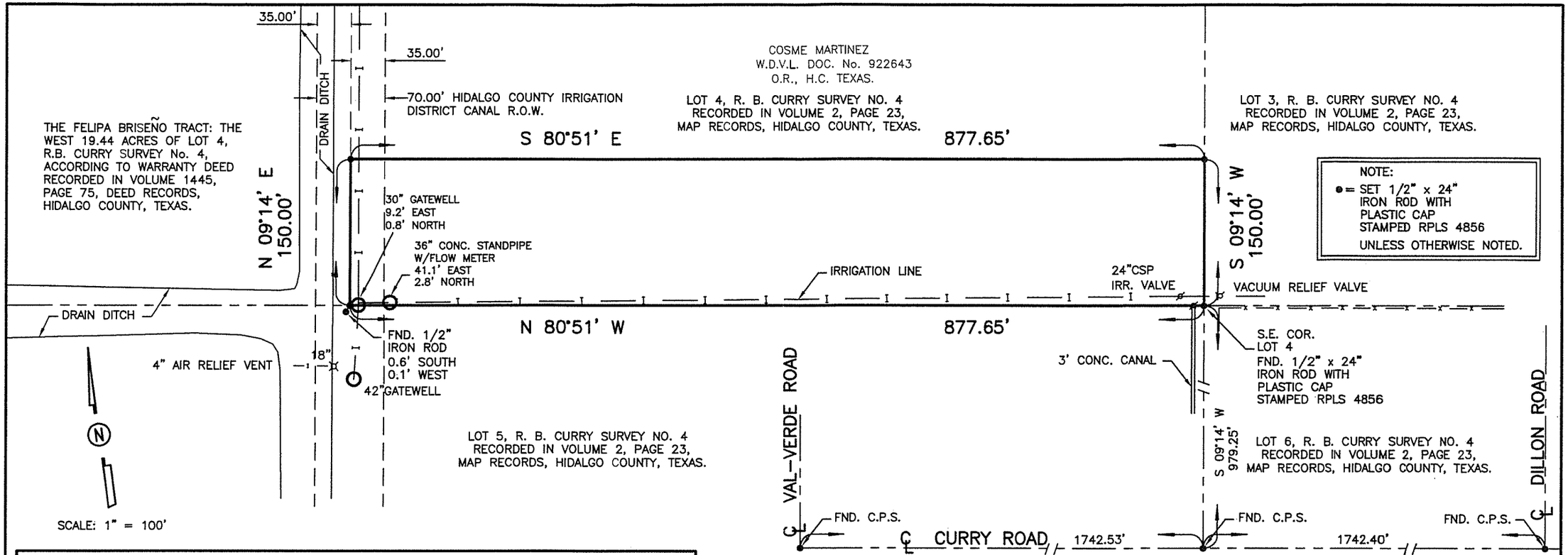
I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THE ABOVE METES AND BOUNDS TO BE TRUE AND CORRECT, AND TO BE THE REPRESENTATION AND RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

DATE PREPARED: July 14, 2009



ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL
LAND SURVEYOR No. 4856

EXHIBIT "A"
1 of 2



HIDALGO COUNTY PRECINCT No. 4
PROJECT: SAN CARLOS DRAINAGE IMPROVEMENTS
SCHUNIOR DRAIN DITCH EXTENSION PARCEL No: 21

NOTE: THIS SURVEY WAS DONE WITHOUT THE BENEFIT OF A TITLE COMMITMENT.

PLAT SHOWING

BEARINGS SHOWN ON THIS SURVEY PLAT ARE IN ACCORDANCE WITH SAN CARLOS ESTATES RECORDED IN VOLUME 29, PAGE 45, MAP RECORDS, HIDALGO COUNTY, TEXAS.

A 3.02 ACRE TRACT OF LAND OUT OF LOT 4, R.B. CURRY SURVEY No. 4, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 23, MAP RECORDS, HIDALGO COUNTY, TEXAS, AND ACCORDING TO WARRANTY DEED WITH VENDOR'S LIEN RECORDED UNDER COUNTY CLERK'S DOCUMENT NUMBER 922643, OFFICIAL RECORDS, HIDALGO COUNTY, TEXAS.

EXHIBIT "A"
2 of 2

FLOOD ZONE DESIGNATION: ZONE "X" (SHADED) AREA OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD.

COMMUNITY-PANEL NUMBER 480334 0325 D

MAP REVISED: MAY 17, 2001 (LOMR)

THE PROPERTY SHOWN ON THIS SURVEY PLAT MAY BE SUBJECT TO THE SUBDIVISION REGULATIONS OF THE COUNTY OF HIDALGO AND/OR ORDINANCES OR GOVERNMENTAL REGULATIONS OF THE CITY IN WHICH THE PROPERTY MAY BE LOCATED OR HOLDING EXTRA TERRITORIAL JURISDICTION.

I, ALFONSO QUINTANILLA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING PLAT TO BE A TRUE AND CORRECT REPRESENTATION OF THE LANDS SHOWN AS THE RESULT OF AN ACTUAL SURVEY DONE ON THE GROUND UNDER MY DIRECTION.

STATE OF TEXAS
REGISTERED
ALFONSO QUINTANILLA
4856
PROFESSIONAL
SURVEYOR

ALFONSO QUINTANILLA
REGISTERED PROFESSIONAL LAND SURVEYOR
No. 4856

VOL. 2 PAGE 23
SURVEYED JULY 14, 2009
OWNER
ADDRESS
JOB No.
BOOK No. T-139 PAGE 20

F:\DATA\PROJECTS\C-HIDALGO COUNTY\PRECINCT 4\S.C. DRAINAGE PROJECT\HOLDING POND\L4S4 RB CURRY

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
124 E. STUBBS ST.
EDINBURG, TEXAS 78539
LAND SURVEYORS
PHONE 956-381-6480
FAX 956-381-0527

AI-17385 **20.A.**

Grievance Committee

CC REGULAR

Date:	09/15/2009
Submitted By:	Delia Rodriguez, COUNTY CLERK
Submitted For:	Delia Rodriguez
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval to select names for the 2009 Grievance Committee

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This agenda item does not require funding; no budgetary impact as of 09-10-09.

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 11:47 AM	APRV
2	Sylvia Solis	Sylvia Solis	09/10/2009 10:07 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Delia Rodriguez — Started On: 09/09/2009 11:18 AM

Final Approval Date: 09/11/2009

AI-17401 **21.A.**

Iowa Road Participation

CC REGULAR

Date: 09/15/2009

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

Requesting approval to accept participation from C.K. and Coylie Koelle in the amount of $9,000.00 for road construction of Iowa Road 1000 ft north of 8 mile line.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:19 PM	APRV
2	Perla Lopez	Perla Lopez	09/09/2009 04:39 PM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW
Form Started By: Norma Ceballos			Started On: 09/09/2009 02:48 PM	
Final Approval Date: 09/11/2009				

AI-17440 **22.A.**

FY 2009 County Allocation-Required Local Match Tropical TX MHMR

CC REGULAR

Date:	09/15/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Tropical Texas Behavioral Health Center MHMR (1100):
1. Approval of 2009 interdepartmental transfer from Countywide Adminstration to Tropical Texas Center MHMR in the amount of $157,162.50.
2. Approval of payment to Tropical Texas Behavioral Health Center MHMR for the fiscal year 2009 local contribution in the amount of $534,825.00 in accordance with Texas Health & Safety Code Chapter 534 Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-444-00-115-031-0-841

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

BUDGETARY IMPACT:

Available Balance as of 9-10-09 $377,662.50. Additional funds in the amount of $157,162.50, pending interdept transfer from Countywide Administration - Contingency, caption item #2.

Attachments

Link: Tropical TX MHMR Request Letter

Link: Tropical TX MHMR FY 09 invoice

Link: Tropical TX MHMR transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/11/2009 07:47 AM	APRV
2	Budget & Management	Erika Zamora	09/11/2009 08:10 AM	APRV
3	Erika Zamora	Erika Zamora	09/11/2009 03:34 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Ivan Cantu Started On: 09/10/2009 03:42 PM

Final Approval Date: 09/11/2009

April 22, 2009

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
P.O. Box 689
Edinburg, Texas 78540-0689

RE: Invoice for Local Contribution for Fiscal Year 2009

Dear Mr. Eufracio:

Enclosed is the invoice from Tropical Texas Behavioral Health for Hidalgo County's local contribution. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A. Health & Safety Code, §534.066.

Your prompt remittance of the payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Encl: Invoice

INVOICE

TO: Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
P.O. Box 689
Edinburg, Texas 78540-0689

4/22/2009	FY 2009 County Allocation of Required Local Match	**$ 534,825.00**
	Total Amount Due	**$ 534,825.00**

THANK YOU

Due Upon Receipt

DATE: September 11, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

DEPARTMENT NAME: Dept of Budget & Mgmt for Tropical TX Center MHMR

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

CONTACT PERSON: Ivan Cantu **PHONE:** (956) 292-7025 Ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
9-1100-415-00-115-002-0- 899	Co. Wide Adm-	Contingency	(157,162.50)
TO			
9-1100-444-00-115-031-0- 841	Tropical TX Center MHMR-	Aid to Govt Agency	157,162.50

AI-17478 **22.B.**

C.O., 2006

CC REGULAR

Date:	09/15/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Certificates of Obligation, Series 2006 (1336):
Approval of interdepartmental transfer within C.O., 2006 from Precinct 2 - J.P./Constables Office to Precinct 4 - Trenton (I Road - FM 493) in the amount of $500,000.00.

BACKGROUND

Fiscal Impact

Attachments

Link: Transfer

Form Routing/Status

Form Started By: Sergio Cruz Started On: 09/11/2009 05:15 PM

Final Approval Date: 09/11/2009

1.

DATE: September 15, 2009

DEPARTMENT HEAD: RAUL SILGUERO, JR.

DEPARTMENT NAME: DEPT. OF BUDGET AND MANAGEMENT

SUBJECT: **Inter-departmental Transfer/s (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following amendments (increases) to my departmental budget in accordance with Local Government Code, Chapter 111 Subchapter C, Section 111.070, Subsection C.

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1336-412-00-122-043-0- 890	C.O., 2006 - PCT. 2 - JP/CONSTABLES- OTHER	(500,000.00)
TO		
9-1336-431-00-124-031-0- 731	C.O., 2006 - PCT. 4 - TRENTON ("I" RD - FM 493) - ROADS	500,000.00
	TOTAL BUDGET INCREASE (DECREASE)	0.00

REASON: **INTERDEPARTMENTAL TRANSFER TO FUND PROJECT EXPENDITURES.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17405 **22.B.2.**

Inter-Departmental Transfer

CC REGULAR

Date:	09/15/2009
Submitted By:	Yolanda Orozco, EMERGENCY SERVICES DIVISION
Submitted For:	A.A. Tony Pena, Jr.
Department:	EMERGENCY SERVICES DIVISION
Agenda Category:	Emergency Services Division

Information

CAPTION

Fire Marshal's (1100):
Approval of inter-departmental transfer from Alamo Fire Department (program 002) to La Joya Fire Department (program 009) in the total of $10,000 to fund fire call expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1100-422-20-300-00X-0-841

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

BUDGETARY IMPACT:

Available balance of $52,695.00 as of 09/10/09.

9-1100-422-20-300-002-0-841-->9-1100-422-20-300-009-0-841 = $10,000.00

Attachments

Link: Inter-Dept Transfer.91509

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/09/2009 04:21 PM	APRV
2	Roland Garcia	Rolando Garcia	09/10/2009 09:32 AM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Yolanda Orozco — Started On: 09/09/2009 03:15 PM

Final Approval Date: 09/11/2009

DATE: September 15, 2009

DEPARTMENT HEAD: A.A. Tony Pena, Jr.

DEPARTMENT NAME: Hidalgo County Fire Marshal

ACCOUNT NUMBER: 9-1100-422-20-300-XXX-0-841

CONTACT PERSON: Yolanda Orozco **Telephone No:** 956/318-2656

SUBJECT: **Inter-Departmental Transfer/s (increase/decrease) in Accordance with Local Government Code, Chapter 111, Subchapter C, Section 111.070, Subsection C.**

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Interdepartmental transfer/s (increase/decrease) in accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM:		
9-1100-422-20-300-002-0-841	Alamo Fire Department	(10,000.00)
TO:		
9-1100-422-20-300-009-0-841	La Joya Fire Department	10,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$0.00

REASON: Transfer from one account to another to cover expenditure of Fire Calls.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-17359 **22.B.3.**

Interdept transfer from Pct. 1 P/U Rd to Pct. 1 North Capisallo (1201)
CC REGULAR

Date:	09/15/2009
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 R & B (1201):
Approval of 2009 interdepartmental transfer from Pct. 1 P/U Rd, program #005, to Pct. 1 North Capisallo, program #495, in the amount of $36.00 to fund project expenditure(s).

BACKGROUND

As requested by Noe Montez, invoice submitted by ROW Dept to Auditor's office in relation to the North Capisallo project needs to get paid. Invoice is for recording fees payable to the Co. Clerk's office in relation to the North Capisallo project.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-XXX-0-XXX

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

BUDGETARY IMPACT:

from program #005 to program #495 in the amount of $36.00; funds available as of 9-8-09.

Attachments

Link: Pct. 1 North Capisallo transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/08/2009 11:43 AM	APRV
2	Budget & Management	Erika Zamora	09/08/2009 02:30 PM	APRV
3	Erika Zamora	Erika Zamora	09/10/2009 09:05 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Ivan Cantu Started On: 09/08/2009 11:27 AM

Final Approval Date: 09/11/2009

DATE: September 8, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Interdepartmental Transfer

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

ACCOUNT NUMBER: 9-1201-431-00-121-XXX-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			
9-1201-431-00-121-005-0- 334	Pct. 1 P/U Rd-	Arch. & Eng. Srv	(36.00)
TO			
9-1201-431-00-121-495-0- 731	Pct. 1-North Capisallo-	Roads	36.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund recording fees payable to the Co. Clerk's office in relation to the North Capisallo subdivision project.

SIGNATURE

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

AI-17475 **22.B.4.**

Interdepartmental Transfer for Constable Pct. #4 Crthse Sec (1100)

CC REGULAR

Date:	09/15/2009
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Courthouse Parking Lot (1100):
Approval of 2009 interdepartmental transfer from Constable Pct. #4-Courthouse Security to Courthouse Parking Lot in the amount of $941.35 to fund salaries and fringes expenditures.

BACKGROUND

This transfer will cover the last pay period posted (PP18) to the Courthouse Parking Lot account.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 9/11/09. Please refer to attached transfer from Constable Pct. #4-Courthouse Security to Courthouse Parking Lot.

9-1100-421-00-294-007-0-XXX --> 9-1100-419-40-115-069-0-XXX $941.35, to fund salaries & fringes for pay period 18.

Attachments

Link: Interdept Trsf

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 04:44 PM	APRV
2	Ivan Cantu	Ivan Cantu	09/11/2009 04:57 PM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Erika Zamora — Started On: 09/11/2009 04:33 PM

Final Approval Date: 09/11/2009

DATE: September 11, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

2009
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Courthouse Parking Lot

ACCOUNT NUMBER: 9-1100-4XX-XX-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			
9-1100-421-00-294-007-0- 113	CONST. PCT.4	CRTHSE SEC-REG F/T EMPLOYEE	(736.91)
9-1100-421-00-294-007-0- 115	CONST. PCT.4	CRTHSE SEC-LONGEVITY PAY	(2.08)
9-1100-421-00-294-007-0- 117	CONST. PCT.4	CRTHSE SEC-SUPPLEMENTAL PAY	(4.56)
9-1100-421-00-294-007-0- 211	CONST. PCT.4	CRTHSE SEC-HEALTH INSURANCE	(71.83)
9-1100-421-00-294-007-0- 212	CONST. PCT.4	CRTHSE SEC-LIFE INSURANCE	(5.25)
9-1100-421-00-294-007-0- 220	CONST. PCT.4	CRTHSE SEC-FICA	(51.01)
9-1100-421-00-294-007-0- 230	CONST. PCT.4	CRTHSE SEC-RETIREMENT	(66.67)
9-1100-421-00-294-007-0- 250	CONST. PCT.4	CRTHSE SEC-UNEMPLOYMENT COM	(3.04)
TO			
9-1100-419-40-115-069-0- 113	CRTHSE PK LOT	REG F/T EMPLOYEES	736.91
9-1100-419-40-115-069-0- 115	CRTHSE PK LOT	LONGEVITY PAY	2.08
9-1100-419-40-115-069-0- 117	CRTHSE PK LOT	SUPPLEMENTAL PAY	4.56
9-1100-419-40-115-069-0- 211	CRTHSE PK LOT	HEALTH INSURANCE	71.83
9-1100-419-40-115-069-0- 212	CRTHSE PK LOT	LIFE INSURANCE	5.25
9-1100-419-40-115-069-0- 220	CRTHSE PK LOT	FICA	51.01
9-1100-419-40-115-069-0- 230	CRTHSE PK LOT	RETIREMENT	66.67
9-1100-419-40-115-069-0- 250	CRTHSE PK LOT	UNEMPLOYMENT COMP	3.04
	TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON: To fund salary expenditures.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-17456 **22.B.5.**

Interdepartmental Transfer for Health & Human Services Department
CC REGULAR

Date: 09/15/2009
Submitted By: Manuel Chapa, BUDGET & MANAGEMENT
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Health & Human Services Department (1100):
Approval of 2009 interdepartmental transfer from Co. Wide Adm. To Health & Human Services Department in the amount of $35,000.00 to fund Pauper Burial Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Funding pending approval of AI#17447 CC 9-15-09.
9-1100-415-00-115-002-0-899-->9-1100-444-00-240-002-0-345 $35,000.00

Attachments

Link: Interdepartmental transfer (1100)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 11:36 AM	APRV
2	Roland Garcia	Rolando Garcia	09/11/2009 04:25 PM	APRV
3	Auditor's Office		09/11/2009 05:30 PM	NEW
Form Started By: Manuel Chapa			Started On: 09/11/2009 11:00 AM	
Final Approval Date: 09/11/2009				

DATE: September 11, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Health & Human Services Department.

AI# 17456

ACCOUNT NUMBER: 9-1100-4XX-00-XXX-002-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1100-415-00-115-002-0-899	Co. Wide Adm - Contingency	(35,000.00)
9-1100-444-00-240-002-0-345	Pauper Burial Services	35,000.00
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Interdepartmental transfer to pay for Pauper Burial Services for the months of September - December.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17463 **22.B.6.**

2009 interdepartmental for C.O. 2004-Pct #2-MPC (1334)

CC REGULAR

Date:	09/15/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	2009 C.O. 2004 (1334)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Certificate of Obligation Series 2004 (1334)
Approval of 2009 interdepartmental transfer within Certificates of Obligation, Series 2004 from various accounts to Precinct 2 - WIC/HHS in the total amount of $792,126.28 to fund a portion of the Multi-Purpose Administration Complex for Precinct 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** Various

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

BUDGETARY IMPACT:

Funding from various sources into 9-1334-441-00-122-041-0-720 in the total amount of $838,716.28. Funding availability is pending numerous PO Cancellations (please see attached) and will become available for transfer.

Attachments

Link: Transfer

Link: PO Cancelation Forms

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 01:41 PM	APRV
2	Roland Garcia	Rolando Garcia	09/11/2009 05:15 PM	APRV
3	Sergio Cruz		09/11/2009 05:30 PM	NEW

Form Started By: Dale Kennan Started On: 09/11/2009 11:51 AM

Final Approval Date: 09/11/2009

DATE: **September 11, 2009**

2009
Transfer

DEPARTMENT HEAD: **Raul Silguero**

DEPARTMENT NAME: **Department of Budget & Management for for C.O. 2004 - Precinct 2 (1334)**

ACCOUNT NUMBER: **9-1334-4XX-X0-XXX-0XX-0-XXX**

Contact: Sergio Cruz **Ph#:** 292-7025 Ext. 5424

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

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following 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
9-1334-412-00-220-010-0-431	CO,2004-CRTHSE-BLDG&OTHR ST R&M SRV	(333.69)
9-1334-412-00-220-010-0-671	CO,2004-CRTHSE-BLDG&OTHR ST R&M SUPPL	(557.50)
9-1334-419-40-220-009-0-334	CO,2004-ADM BLDG-ARCH & ENG SRV	($9,897.00)
9-1334-419-40-220-009-0-431	CO,2004-ADM BLDG-BLDG&OTHR ST R&M SRV	($19,564.42)
9-1334-419-40-220-011-0-452	CO,2004-OLD JAIL-BLDG ADD & RENOV	($401.67)
9-1334-419-40-220-011-0-671	CO,2004-OLD JAIL-BLDG&OTHR ST R&M SUPPL	($326.49)
9-1334-419-40-220-038-0-739	CO,2004-PARKING LOT-OTHER STRUCTURES	($67,500.00)
9-1334-423-00-220-015-0-452	CO,2004-SALLY PORT-BLDG ADD & RENOV	($11,535.00)
9-1334-431-00-122-021-0-719	CO,2004-PCT2-LAND	($10,030.79)
9-1334-431-00-122-021-0-720	CO,2004-PCT2-BUILDINGS	($91,995.29)
9-1334-431-00-122-032-0-741	CO,2004-PCT2 CO SHOP-VEHICLES	($2,043.00)
9-1334-431-00-122-032-0-742	CO,2004-PCT2 CO SHOP-HEAVY EQUIPMENT	($975.00)
9-1334-431-00-122-031-0-731	CO,2004-PCT4 TRENTON (I RD-FM493)-ROADS	($500,000.00)
9-1334-432-00-123-022-0-334	CO,2004-PCT3 LANDFILL-ARCH & ENG SRV	($44,960.00)
9-1334-432-00-123-022-0-719	CO,2004-PCT3 LANDFILL-LAND	($13,408.97)
9-1334-441-00-340-022-0-739	CO,2004-H/D EDBG-OTHER STRUCTURES	($10,757.94)
9-1334-444-00-220-014-0-452	CO,2004-MANSION-BLDG ADD & RENOV	($1,477.58)
9-1334-452-00-220-029-0-452	CO,2004-PCT.1 DELTA LAKE-BLDG ADD &RENOV	($6,361.94)
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	($792,126.28)
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Transfer from various accounts to CO,2004-PCT2-WIC/HHS-BUILDINGS to fund a portion of the Precinct #2 Multi-Purpose Administration complex.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

PURCHASE ORDER CANCELLATION REQUEST

TO: PURCHASING DEPARTMENT

FROM: Budget + Mgmt

DATE: 09/11/09

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IT (THEY) IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS PREVIOUS INVOICE(S) SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
5416168	Dannenbaum Engineering	409,833.00	361,873.00	44,960	110,960
5580854	Tarkus US, Inc.	40,426.31	40,092.61	333.69	333.69
578452	Dealers Electrical Supply	3978.12	3420.62	557.50	557.50
543705	Alcocer Garcia Assoc.	30,775.00	20878.10	9897.00	9897.00
597641	Starr Telecommunications	2220.00	-	2220.00	2220.00
550562	Intro Distributing	1500.00	442.20	386.66	386.66
550780	Sherwin-Williams	850.00	751.24	15.01	15.01

REASON (BRIEFLY EXPLAIN): P.O's no longer needed.

AUTHORIZATION:

DEPARTMENT HEAD _____ DATE _____

APPROVED BY:

PURCHASING DEPARTMENT _____ DATE _____

APPROVED BY:

HIDALGO COUNTY AUDITOR _____ DATE _____

REF: _____

CTY AUDITOR'S FORM: SFA-CA-022
REVISED: 10/22/2001

PURCHASE ORDER CANCELLATION REQUEST

TO: PURCHASING DEPARTMENT

FROM: Budget + Management

DATE: 09/11/09

PLEASE BE ADVISED THAT I AM REQUESTING THAT THE FOLLOWING PURCHASE ORDER(S) BE LIQUIDATED AS IT (THEY) IS (ARE) NO LONGER OUTSTANDING:

PURCHASE ORDER NUMBER	VENDOR NAME	AMOUNT OF ORIGINAL P.O.	LESS PREVIOUS INVOICE(S) SUBMITTED FOR PAYMENT	AMOUNT OUTSTANDING	OUTSTANDING AMOUNT TO BE LIQUIDATED
551146	Rio Grande Plumbing	862.99	536.50	326.49	326.49
590107	Frontera Materials	67,500 -	Ø	67,500.00	67,500 -
584886	W.W. Grainger	1012.20	Ø	1012.20	1012.20

REASON (BRIEFLY EXPLAIN): P.O's no longer needed

AUTHORIZATION:

_____ _____
DEPARTMENT HEAD DATE

APPROVED BY:

_____ _____
PURCHASING DEPARTMENT DATE

APPROVED BY:

_____ _____
HIDALGO COUNTY AUDITOR DATE

REF: _____

AI-17469 **22.C.1.**

Interfund Transfers - Pct.2 Complex

CC REGULAR

Date:	09/15/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Interfund Transfers

Information

CAPTION

TxDot (1315):
A. Approval of 2009 interfund transfer from CO's 2009 Drainage Improvement project (1339) to TxDot (1315) in the amount of $512,612.08 to fund project expenditures.

CO's 2004 (1334):
B. Approval of 2009 interfund transfer from TxDot (1315) to CO's 2004 Pct No.2 (1334) in the amount of $302,907.60 to fund project expenditures.

CO's 2002 (1332):
C. Approval of 2009 interfund transfer from TxDot (1315) to CO's 2002 Pct No.2 (1332) in the amount of $209,704.48 to fund project expenditures.

BACKGROUND

Fiscal Impact

Attachments

Link: CO1332 Transfer

Link: CO1334 Transfer

Link: CO1339 Transfer

Link: exp sum

Form Routing/Status

Form Started By: Rolando Garcia	Started On: 09/11/2009 03:57 PM
Final Approval Date: 09/11/2009	

DATE: _____

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for

2009

ACCOUNT NUMBER: **9-1332-415-15-122-042-0-720**

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1332-415-15-122-042-0 720	**CO,2002-PCT2-TAX OFFICE-BUILDINGS**	**209,704.48**
9-1332-491-01-000-315-0 891	**TRANSFERS OUT-TXDOT PROJECTS**	**(209,704.48)**
9-1315-391-01-000-332-0 000	**TRANSFERS IN-CERT OF OBLIG, 2002**	**(209,704.48)**
	TOTAL BUDGET INCREASE (DECREASE)	**(209,704.48)**

REASON: **To fund Pct.2 Administrative Complex buildings**

_____
DEPARTMENT HEAD SIGNATURE

_____ ____/____/____ _____
APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

DATE: September 11, 2009

DEPARTMENT HEAD: Raul Silguero

2009

DEPARTMENT NAME: Department of Budget & Management for CO's 1334 Pct.2

ACCOUNT NUMBER: **9-1334-415-15-122-042-0-720**

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
9-1334-415-15-122-042-0 720	**CO,2004-PCT2-TAX OFFICE-BUILDINGS**	**302,907.60**
9-1334-491-01-000-315-0 891	**TRANSFERS OUT-TXDOT PROJECTS**	**(302,907.60)**
9-1315-391-01-000-334-0 000	**TRANSFERS IN-CERT OF OBLIG, 2004**	**(302,907.60)**
	TOTAL BUDGET INCREASE (DECREASE)	**(302,907.60)**

REASON: **To fund Pct.2 Administrative Complex buildings**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

DATE: September 11, 2009

2009

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for CO's 1339 - Pct.2

ACCOUNT NUMBER: **9-1315-391-01-000-339-0-000**

CONTACT PERSON: Rolando Garcia Jr. **PHONE:** 292-7025 ext. 5761

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1339-431-00-122-034-0 890	**CO2009-PCT2 DRAIN IMPRV-OTHER**	**(512,612.08)**
9-1339-491-01-000-315-0 891	**TRANSFERS OUT-TXDOT PROJECTS**	**512,612.08**
9-1315-391-01-000-339-0 000	**TRANSFERS IN-CERT OF OBLIG, 2009**	**512,612.08**
	TOTAL BUDGET INCREASE (DECREASE)	**512,612.08**

REASON: **To fund Pct.2 Administrative Complex buildings**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

Account No/Description		Budget	Encumbrance	Expenditures	Available
9-1332-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS				
	*** Beginning Balance**	**581,956.53**	**.00**	**49,824.00**	**532,132.53**
	*** Ending Balance**	**581,956.53**	**.00**	**49,824.00**	**532,132.53**
9-1334-491-01-000-315-0-891	TRANSFERS OUT-TXDOT PROJECTS				
	*** Beginning Balance**	**448,090.07**	**.00**	**145,182.47**	**302,907.60**
	*** Ending Balance**	**448,090.07**	**.00**	**145,182.47**	**302,907.60**
9-1339-431-00-122-034-0-890	CO2009-PCT2 DRAIN IMPRV-OTHER				
	*** Beginning Balance**	**1,751,725.83**	**.00**	**.00**	**1,751,725.83**

* Budget Entries

DATE	REFERENCE	BATCH	DESCRIPTION	
09/02/09	JE-93269	98986	BUDGET AMENDMENT CC 9/1/09	-60,000.00
09/09/09	JE-93330	99069	BUDGET AMENDMENT CC 9/8/09	-20,000.00
			Total	**-80,000.00**
	*** Ending Balance**		**1,671,725.83**	**.00**	**.00**	**1,671,725.83**

AI-17452 **22.D.1.**

Appropriation of revenues received for the Mercedes Interlocal Agreement (1201)-Receipt #131641

CC REGULAR

Date:	09/15/2009
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Noe Montez, Pct. 1
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management
Purchasing only:	Budget Appropriations

Information

CAPTION

Pct. #1 R & B (1201):
a. Approval of certification of revenues, as certified by County Auditor, for revenues received by the City of Mercedes in accordance with interlocal agreement between Hidalgo County and City of Mercedes for the Palm & Florida St paving improvement projects.
b. Approval of 2009 appropriation of funds for the Pct. 1 P/U Rd, program #005, in the amount of $47,854.68 to fund reimbursed expenditures for paving improvements.

BACKGROUND

As requested by Noe Montez, monies need to be appropriated back into the Pct. 1 R & B program #005 budget, since an interdept transfer was made on 5-5-09 (AI #15260, item #14.B.6.) to fund street project expenditures using R & B funds, program #'s 069 & 070.

Receipt #131641 was recorded on 9-4-09 for $52,054.68 received by the City of Mercedes.

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:

Appropriation of funds for revenues received by the City of Mercedes in relation to interlocal agreement for the Palm & Florida St paving improvements, receipt #131641 dated 9-4-09. $52,054.68 were recorded as a receivable in acct #9-1201-126-30-000-002-0-000 "Due from Other Govt-City of Mercedes"

Revenue acct #'s:
9-1201-337-00-121-003-0-000 "R & B Pct. 1-Intgt'l Revenue-Mercedes-Florida St." --$27,563.78

9-1201-337-00-121-004-0-000 "R & B Pct. 1-Intgt'l Revenue-Merdedes-Palm St." -- $20,290.90

From the $52,054.68 receipted, $47,854.68 is revenue recognized, the remaining amount of $4,200.00 is deferred revenue and is recorded in acct #'s:

9-1201-223-00-000-039-0-000 "R & B Pct. 1 Def Rev-Mercedes-Florida St" $2,400.00
9-1201-223-00-000-040-0-000 "R & B Pct. 1 Def Rev-Mercedes-Palm St" $1,800.00

The deferred revenue will be recognized once materials are spent.

Attachments

Link: Pct. 1 R & B appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	09/11/2009 02:14 PM	APRV
2	Budget & Management	Erika Zamora	09/11/2009 03:15 PM	APRV
3	Erika Zamora	Erika Zamora	09/11/2009 04:08 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Ivan Cantu Started On: 09/11/2009 08:52 AM

Final Approval Date: 09/11/2009

DATE: September 11, 2009

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 R & B

ACCOUNT NUMBER: 9-1201-431-00-121-005-0-673

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

2009
Appropriation

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
9-1201-431-00-121-005-0- 673	Pct. 1 P/U Rd-	R & B R & M Supplies	47,854.68
	Total Appropriations		**47,854.68**
9-1201-337-00-121-003-0- 000	R & B Pct. 1-Intgt'l Rev-	Mercedes-Florida St.	27,563.78
9-1201-337-00-121-004-0- 000	R & B Pct. 1-Intgt'l Rev-	Mercedes-Palm St.	20,290.90
	Total Revenues		**47,854.68**
		TOTAL BUDGET INCREASE (DECREASE)	**47,854.68**

REASON: To appropriate revenues received by the City of Mercedes for Pct. 1 R & B, program #005, in relation to the Mercedes Interlocal Agreement for the Florida & Palm St paving improvement projects (receipt #131641, dated 9-4-09). $52,054.68 receipted; $47,854.68 is recognized as revenues, the remaining $4,200.00 is deferred revenue.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-17460 **22.D.2.**

2009 BA for Pct #2 MPC (1334)

CC REGULAR

Date:	09/15/2009
Submitted By:	Dale Kennan, BUDGET & MANAGEMENT
Submitted For:	2009 BA for Pct #2 MPC (1334)
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Certificate of Obligation Series 2004 (1334):
1. Approval of certification of revenues, as certified by County Auditor, for interest earned.
2. Approval of 2009 appropriation of funds for C.O 2004 Pct #2 - WIC/HHS and C.O. 2004 Pct #2 - Tax Office in the total amount of $132,671.81 to fund a portion of the Pct 2 Multi-Purpose Administration Complex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 9-1334-4XX-XX-122-04X-0-720

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

BUDGETARY IMPACT:

BA into 9-1334-415-15-122-042-0-720 & 9-1334-441-00-122-041-0-720 in the amounts of $55,007.23 & $77,664.58 (respectively). Funding available for transfer as of 9/11/09.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	09/11/2009 01:42 PM	APRV
2	Roland Garcia	Rolando Garcia	09/11/2009 05:13 PM	APRV
3	Sergio Cruz		09/11/2009 05:30 PM	PEND

Form Started By: Dale Kennan — Started On: 09/11/2009 11:38 AM

Final Approval Date: 09/11/2009

DATE: September 11, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Dept. of Budget & Mgmt. for C.O. 2004 - Precinct 2 (1334)

ACCOUNT NUMBER: 9-1334-441-00-122-041-0-720

Contact: Sergio Cruz **Ph#:** (956) 292-7025 Ext. 5424

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
9-1334-415-15-122-042-0-720	CO,2004-PCT2-TAX OFFICE-BUILDINGS	8,417.23
9-1334-441-00-122-041-0-720	CO,2004-PCT2-WIC/HHS-BUILDINGS	124,254.58
9-1334-361-10-000-000-0-000	*CERT OF OBLIG,2004-INTEREST EARNINGS*	*16,385.35*
	TOTAL BUDGET INCREASE (DECREASE)	$ 132,671.81

REASON: Appropriation into CO,2004-PCT2-WIC/HHS-BUILDINGS to fund a portion of the Precinct #2 Multi-Purpose Administration complex.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-17472 **22.D.3.**

Emergency Expenditures
CC REGULAR

Date:	09/15/2009
Submitted By:	Sergio Cruz, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Approval of appropriation of funds from General Fund (1100) Fund Balance to Precinct 1 Road and Bridge (1201) in the amount of $250,000.00 and Precinct 4 Drainage Improvement (1204) in the amount of $1,400,000.00 pursuant to emergency appropriation authorized/approved by Commissioners Court on September 8, 2009.

BACKGROUND

Emergency Expenditure approved on 9/8/2009 see AI-17350

Fiscal Impact

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sergio Cruz (Originator)	Sergio Cruz	09/11/2009 05:12 PM	APRV
2	Budget & Management		09/11/2009 05:30 PM	NEW

Form Started By: Sergio Cruz Started On: 09/11/2009 04:09 PM

Final Approval Date: 09/11/2009

DATE: September 15, 2009

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: DEPARTMENT OF BUDGET AND MANAGEMENT

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-491-01-000-201-0-891	TRANSFERS OUT-R&B PCT.1	250,000.00
9-1100-491-01-000-204-0-891	TRANSFERS OUT-R&B PCT.4	1,400,000.00
9-1201-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	250,000.00
9-1201-431-00-121-005-0-731	PCT1 P/U RD-ROADS	250,000.00
9-1204-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	1,400,000.00
9-1204-431-00-124-048-0-719	PCT4 DICKERSON POND-LAND	1,400,000.00
	TOTAL BUDGET INCREASE (DECREASE)	1,650,000.00

REASON: **TO FUND ROAD CONSTRUCTION AND LAND ACQUISITION EXPENDITURES.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-17448 **22.E.1.**

Transfer of Supplemental Pay Allowance from slot 004 to slot 003
CC REGULAR

Date:	09/15/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	County Treasurer
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Purchasing only:** Salary Schedule Changes

Information

CAPTION

a. Approval to transfer supplemental pay allowance in the amount of $2,500.00 from vacant Payroll Assistant Supervisor position, slot no. 004 to Chief Assistant Treasurer/Payroll position, slot no. 003 and pay allowance to employee no. 078328 accordingly.
b. Approval of revised salary schedule.

BACKGROUND

No budgetary impact.
No additional funding required.
Funding transferred from slot 004 to slot 003.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-16-150-001-0-117

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

BUDGETARY IMPACT:

No additional funding requested/ No budgetary impact. Funding available, previously allocated in slot no. 004.rc

Attachments

Link: Fiscal Note
Link: Job Description
Link: PAR
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	09/11/2009 04:01 PM	APRV
2	Budget & Management	Erika Zamora	09/11/2009 04:09 PM	APRV
3	Sylvia Solis	Sylvia Solis	09/11/2009 05:06 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Rosie Cantu

Started On: 09/10/2009 04:29 PM

Final Approval Date: 09/11/2009

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, September 15, 2009 **Agenda Item:** 17448

Summary of request/proposal:
The County Treasurer's Office is requesting approval to transfer supplemental pay allowance in the amount of $2,500.00 from vacant Payroll Assistant Supervisor position, slot no. 004 to Chief Assistant Treasurer/Payroll position, slot no. 003 and pay allowance to employee no. 078328 accordingly.

Fund	Current Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	Chief Assist. Treasurer/ Payroll	N/A	0003	117	$0.00	$2,500.00	$2,500.00
1100	Payroll Assist. Sup.	N/A	0004	117	$2,500.00	$0.00	($2,500.00)
							$0.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
9-1100-415-16-150-001-0-	117	CO TREASURER - SUPPLEMENTAL PAY	$0.00
9-1100-415-16-150-001-0-	211	CO TREASURER - HEALTH INSURANCE	$0.00
9-1100-415-16-150-001-0-	212	CO TREASURER - LIFE INSURANCE	$0.00
9-1100-415-16-150-001-0-	220	CO TREASURER - FICA	$0.00
9-1100-415-16-150-001-0-	230	CO TREASURER - RETIREMENT	$0.00
9-1100-415-16-150-001-0-	250	CO TREASURER - UNEMPLOYMENT COMP	$0.00
9-1100-415-16-150-001-0-	260	CO TREASURER - WORKER'S COMP	$0.00
		2009 Budgetary Impact	$0.00

2010 Budgetary Impact: N/A

Possible Funding Sources: **NO BUDGETARY IMPACT**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
TREASURER'S DEPARTMENT

Job Title: **Chief Assistant Treasurer/Payroll** **FLSA Status:** EXEMPT

Dept No: **150-001** **Civil Service Status:** EXEMPT

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Processing bi-weekly payroll for regular employees.
- Processing semi-monthly payroll for elected officials
- Processing election payroll and other special payments as needed
- Supervising payroll clerk(s) and payroll assistants(s)
- Processing new employees, pay changes, deduction changes, court orders, verification of employment, etc.
- Preparing Bureau of Labor female count
- Preparing new hire report
- Preparing payroll transfers
- Preparing electronic tax deposits
- Preparing bi-weekly payables: Credit Union, Child Support, Student Loans, IRS Wage Levies, Chapter 13, United Way, AFSCME, RGV Police Association, South Texas Deputy Union.
- Preparing monthly payables: Retirement, Major Medical Insurance, AFLAC Insurance, American Heritage Insurance, Texas Dental Insurance, Life-Re Insurance, etc.
- Preparing quarterly reports: Unemployment Insurance Report and IRS 941 reports.
- Preparing annual Reports: Adjust W-2's, Employee Equal Opportunity Commission (EEOC) IRS Section 125 Cafeteria Plans, Time Sheet Payroll Schedules, P-2 Forms and Memorandums, Schedule Retirement Seminars, Surveys, etc.
- Preparing and marinating employee salary schedule.
- Assists in any/all other duties assigned by the Hidalgo County Auditor
- Other duties as 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 duties and responsibilities;

EDUCATION and/or EXPERIENCE

- Degree from an accredited (4) year university with major in accounting or may substitute two years of experience for one year of college.
- At least four years of progressively more responsible accounting and/or payroll experience including two years of supervisory and managerial experience in payroll environment.
- Knowledge of Mainframe computer operations in a payroll environment
- Electronic spreadsheet, word processing, and database experience.

CERTIFICATES, LICENSES, REGISTRATIONS

- Employee must have a current valid Texas Motor Vehicle Operator's License;
- Must be able to be insured by the County's Insurance carrier;

OTHER SKILLS AND ABILITIES

- Knowledge of generally accepted accounting principles; duties may change according to the changing needs of the County;
- Work quickly and accurately with numbers and maintain neat, well organized records;
- Able to operate ten (10) key calculator by touch;
- Able to communicate effectively both orally and in writing;
- Able to use word processing and spreadsheet computerized programs;
- Able to operate personal computer, calculators, cash register, facsimile and telephone;
- Able to establish and maintain effective working relationships with other county employees, officials, and the general public;

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job;

While performing the duties of this job, the employee is required to talk or hear. The employee is required to stand. The employee is required to walk; sit; use hands to finger, handle, or feel objects, tools, or controls; reach with hands and arms; climb or balance; stoop, and kneel;

The employee must occasionally lift and/or move over twenty-five (25) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus;

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job;

The noise level in the work environment is usually moderate;

SAFETY REQUIREMENTS:
Maintain physical condition appropriate to the performance of assigned duties and responsibilities which may include the following:

- sitting for extended periods of time;
- operating assigned equipment;

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- handling financial affairs effectively and honestly;
- maintaining confidentiality;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations;

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 150-001- TREASURER'S OFFICE **DATE:** 09/10/2009

CURRENT POSITION TITLE: CHIEF ASSISTANT TREASURER/ PAYROLL **CURRENT SLOT. #:** 003

REQUESTED POSITION TITLE: N/A
(For new positions or reclassifications)

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☑ Other SUPPLEMENTAL PAY ALLOC.

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ 2,500.00 (Proposed Budgeted Salary) $ 2,500.00 (Net Change)

Position to be funded from one of the following:

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

☑ Other FUNDING AVAILABILITY: SUPPLEM. PAY ALLOW. PREVIOUSLY ALLOCATED IN SLOT 004

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)

This employee was recently promoted from Assistant Payroll Supervisor (Slot #004) to Chief ASsistant Treasurer/Payroll (Slot #003) and is the County Treasurer's designee on the Hidalgo County Bail Bond Board.

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

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

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

The County Treasurer is the secretary of the Bail Bond Board. The Treasurer's designee assists with the responsibilities of the Bail Bond Board secretary which consists of but not limited to being custodian of all bail bond companies applications; verifying adequate collateral for all bondmen; placing concerns on agenda for bail bond meetings and distribute to all board members.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1. Norma G. García	9/11/09	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
DEPARTMENT HEAD	DATE			
2.		PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
HUMAN RESOURCES DIRECTOR	DATE			
3.	9/11/09	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
DEPARTMENT OF BUDGET & MANAGEMENT	DATE			
4.				
COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

1100-415-16-150-001-0

AI - 17448

CO TREASURER

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	COUNTY TREASURER	$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	OFFICE MANAGER	$52,000.00	$0.00	$52,000.00	0.05	$2,600.00	$0.00	$54,600.00	$54,600.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$55,860.00
													$2,500.00			
0003	113	CHIEF ASSISTANT TREASURER/PAYROLL	$47,320.00	$0.00	$47,320.00	0.05	$2,366.00	$0.00	$49,686.00	$49,686.00	$600.00	$0.00	~~$0.00~~	$0.00	$0.00	$50,286.00
													$0.00			
0004	113	PAYROLL ASSISTANT SUPERVISOR	$40,222.00	$0.00	$40,222.00	0.05	$2,011.00	$0.00	$42,233.00	$0.00	$0.00	$0.00	~~$2,500.00~~	$0.00	$0.00	$0.00
0005	113	PAYROLL DATA SPECIALIST	$38,038.00	$0.00	$38,038.00	0.05	$1,901.90	$0.00	$39,939.90	$37,275.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,275.00
0006	113	ACCOUNTS PAYABLE/PAYROLL DATA SPECIALIST	$38,038.00	$0.00	$38,038.00	0.05	$1,901.90	$0.00	$39,939.90	$37,275.00	$360.00	$0.00	$0.00	$0.00	$0.00	$37,635.00
0007	113	ASSISTANT TREASURER/ACCOUNTANT	$33,093.00	$0.00	$33,093.00	0.05	$1,655.00	$0.00	$34,748.00	$34,748.00	$780.00	$0.00	$0.00	$0.00	$0.00	$35,528.00
0008	113	ASSISTANT TREASURER/ACCOUNTANT	$32,911.00	$0.00	$32,911.00	0.05	$1,646.00	$0.00	$34,557.00	$33,075.00	$420.00	$0.00	$0.00	$0.00	$0.00	$33,495.00
0009	113	PAYROLL CLERK	$31,766.00	$0.00	$31,766.00	0.05	$1,588.00	$0.00	$33,354.00	$31,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,744.00
0010	114	ASSISTANT PAYROLL CLERK	$24,500.00	$0.00	$24,500.00	0.05	$1,225.00	$0.00	$25,725.00	$24,675.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,675.00
0011	113	PAYROLL CLERK	$29,744.00	$0.00	$29,744.00	0.05	$1,487.20	$512.80	$31,744.00	$31,744.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,744.00
0012	113	ASSISTANT TREASURER/CASHIER	$31,389.00	$0.00	$31,389.00	0.05	$1,569.00	$0.00	$32,958.00	$32,958.00	$0.00	$0.00	$0.00	$0.00	$0.00	$32,958.00
0013	113	ASSISTANT TREASURER/CASHIER	$33,280.00	$0.00	$33,280.00	0.05	$1,664.00	$0.00	$34,944.00	$34,944.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,944.00
		Total	$509,273.00	$0.00	$509,273.00		$25,464.00	$7,051.80	$541,788.80	$490,084.00	$3,420.00	$0.00	$2,500.00	$8,000.00	$0.00	$501,504.00

Transfer of supplemental pay allowance in the amount of $2,500.00 from vacant Payroll Assistant Supervisor position, slot no. 004 to Chief Assistant Treasurer/Payroll position, slot no. 003 and pay allowance to employee no. 078328 accordingly.

AI-17445 **23.A.4.**

TXMAS C-0-738X020-The Network

CC REGULAR

Date:	09/15/2009
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 utilize, accept proposal and purchase through Hidalgo County's membership/participation with Texas Procurement And Support Services (TPASS) awarded vendor "The NetWork, Inc.-TXMAS-0-738X020" for services requested in connection with Hidalgo County's Fraud Line Service Project in the amount as detailed;

ReportLine Program Investment
One-time Set-Up Fee----------$967.50
Annual Fee----------$6,800.00 (includes Web Intake And Ad-Hoc Reporting Portal)**

**Annual Fee is for employees and general public/non employees. Annual service fee includes up to 170 original Incident Reports per year. Original reports over 170 will be invoiced at $35.00 per report. This also includes 150 General Inquiry Calls (referrals, wrong numbers, etc.). General Inquiry calls above that number will be invoiced at $4.00 per call.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-320

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

BUDGETARY IMPACT:

Available funding as of 09/11/09. rc

Attachments

Link: Proposal Documentation

Link: TXMAS Contract Documentation

Link: Email Correspondence

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/11/2009 02:43 PM	APRV
2	Budget & Management	Erika Zamora	09/11/2009 03:14 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	09/11/2009 05:23 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Vangie Garcia Started On: 09/10/2009 04:25 PM

Final Approval Date: 09/11/2009

THE NETWORK

ReportLine℠

Hotline Services from The Network



PROPOSAL FOR

Adam Newmark

Account Executive

678-248-7242

AdamNewmark@tnwinc.com

September 10th, 2009

Executive Summary

Hidalgo County has outlined the following goals:

- Provide employees with various methods of reporting unethical and irregular activities in the workplace through an anonymous ethics and compliance hotline
    - Ability to contact a live interview specialist 24x7x365. A dedicated toll-free hotline number is provided specifically for Hidalgo County
    - Ability to utilize a secure web-base self-reporting system
- Receive comprehensive incident and summary reports

In order to achieve these goals, The Network proposes the following approach:

- Utilize The Network's ReportLine 24/7/365 operations combined with high-trained, experienced Interview Specialists to consistently produce organized, actionable incident reports.
- Provide a comprehensive Educational and Awareness Communication Program to promote Hidalgo County ethics and compliance hotline to employees

About The Network

With 26 years of experience, The Network is uniquely positioned to provide a superior level of service to Hidalgo County. We engineered the first third-party, anonymous hotline in 1982 and today serve over 2,800 organizations in 120 countries representing over 24 million employees worldwide, including nearly half of the Fortune 500. We have built our business on listening and responding to the unique needs of each organization and providing the most powerful suite of services in the industry.

The Network conducts over one million interviews annually through our 180-employee contact center, the Web, and other feedback mechanisms.

The Network employs industry-leading security and operational processes to ensure client data is secure and programs operate smoothly 24/7/365. In recent system security testing, conducted by Foundstone, The Network was rated “A–Highly Secure” on our penetration test. The Network has a thorough business continuity plan that is tested annually. The plan provides for everything from redundant systems and operating capabilities to the complete relocation of our contact center to a backup facility. The Network has Safe Harbor certification and our business operations are SAS 70 certified, further endorsing our operational excellence.

In conjunction with the Chief Security Officer Executive Council and the Association of Certified Fraud Examiners, The Network produces an annual *Corporate Governance and Compliance Hotline Benchmarking Report*. The 2006 report analyzed the number of “actionable” reports our clients receive, with the data showing more than 65% of our hotline reports warrant an investigation, ensuring you will have the data you need to conduct a comprehensive investigation every time.

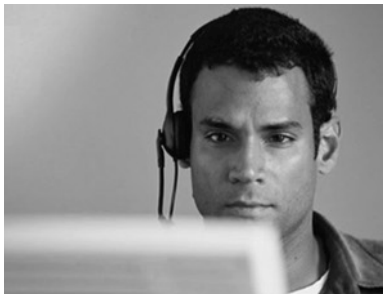
The Network utilizes a Seibel-based customer support system that allows us to execute and follow up on client requests with speed and accuracy unmatched in the industry. The system provides clients with a means to easily communicate with The Network and conveniently check the status of requests.

ReportLine At A Glance



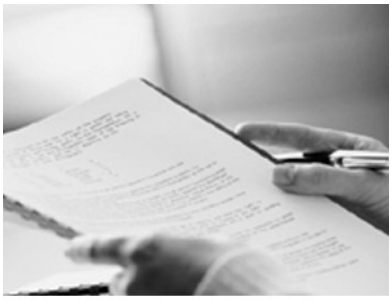
INCIDENT REPORTING
Accessible via any method:

- Phone
- Web
- Fax
- Email
- Mail



THE INTAKE EXPERIENCE

- Rapid, accurate and professional service
- Custom greeting and closing
- Dynamic scripting tailors each interview
- Real-time Quality Assurance ensures accuracy



DISSEMINATION & ESCALATION
Rapid, automated notification via any method:

- Email
- Fax
- Mail
- Immediate, system-driven notification of time-sensitive reports 24/7/365



COMMUNICATION PROGRAM

- Educational and awareness materials in ready-made or custom-made themes
- Pre-launch and continuous education and awareness to promote Hidalgo County ethics and compliance hotline
- Hidalgo County logo and dedicated 800 hotline number included

THE REPORTLINE ADVANTAGE

Overview

The Network will introduce award-winning ReportLine into your operations, combining our advanced, Link2 technology with highly trained, experienced interview specialists to consistently produce organized, actionable incident reports. Phone interviews will begin with a series of open-ended questions. Then, as information is entered, the Link2 system will suggest questions, allowing the interview specialist to clarify and make changes while the caller is still on the phone.

Once the report is received, the Link2 system will analyze each report and flag any inconsistencies, potential errors or places where additional information is needed. These automated, real-time integrity checks are built into the process to ensure that each report you receive is complete, accurate and compliant with your specific requirements. In addition to automated analysis, The Network will apply another layer of quality assurance using a dedicated quality assurance team.

In addition to calling the telephone hotline, your employees will also be able to report anonymously through our secure, Web-based self-reporting system. The format will follow the flow of ReportLine's highly successful telephonic interview process, but use a simplified and user-friendly interface. The reporting form will require the user to respond to certain critical questions in order to complete the report. After submitting a report, the participant will receive a confirmation number as a receipt.

The system will also allow for management to document reports made through internal channels directly into the Link2 system. Submission via fax and regular mail will also be possible. Regardless of reporting mechanism, Link2 technology will direct all reports into one secure database.

The system will automatically convert information into an organized incident report with critical facts identified at the top and more detailed information organized chronologically below. After incident reports are reviewed for quality, they will be automatically disseminated to the recipients designated by Hidalgo County. Incident reports can be sent simultaneously to different departments in your organization, based on the criteria you specify. The Link2 system will automatically flag critical incident reports for dissemination by our escalation team to notify your designated emergency contacts.

Hidalgo County will receive useful summary reports that analyze incidents and hotline activity, recognize trends and "hot spots," document due diligence, identify corrective actions and aid in the development of future communications, policies and training programs.

PROPOSED SERVICES

Service Specifications

To access ReportLine by Telephone:

- Your employees will call Hidalgo County dedicated toll-free number with access throughout the 50 United States, Canada, Puerto Rico and the U.S. Virgin Islands.

- Callers will be immediately greeted in the following ways:
  - Pre-recorded greeting: *"Thank you for calling. For English, please press 1 now."* (Recorded in English.) *"For Spanish, please press 2 now."* (Recorded in Spanish.) *"The Network's Ethics and Compliance Hotline is a confidential, third-party option for reporting illegal and unethical activities. We cannot provide advice or offer opinions on workplace issues. Please remain on the line. All calls are answered in the order they are received."*
  - Live greeting: *"Thank you for calling the Ethics and Compliance Hotline. This is [interview specialist's name]. Are you calling regarding a previous report or do you wish to file a new report?"*

- Company/location/employee information will be obtained unless the employee decides to remain anonymous.

- The Interview Specialist will explain to the caller what to expect during the call. Phone interviews will begin with a series of open-ended questions. Then, as information is documented, the Link2 system will suggest questions, allowing the interview specialist to clarify and make changes while the caller is still on the phone. Information documented will include:

  - Identification of person(s) involved and their title(s)
  - When the issue occurred
  - Where the issue occurred
  - Details of how the issue occurred
  - How long it has been occurring
  - How often it has been occurring
  - How the caller knows about the issue
  - If there is documentation that would help the company's investigation
  - Others who have knowledge of the issue
  - If a supervisor has already been notified of the issue
  - What steps, if any, have already been taken to address the issue

- As part of the incident documentation, the interview specialist will assign an incident code based on the primary issue reported by the caller. To ensure accurate and consistent use of incident codes, the Link2 system displays a definition and examples for each of the codes. Interview specialists receive extensive training on proper application of incident codes. ReportLine's 24 standard incident codes are based on The Network's nearly 25 years of experience working with anonymous hotlines:

  - Accounting/audit irregularities
  - Conflicts of interest

- Customer relations
- Discrimination
- Employee relations
- Falsification of company records
- Fraud
- Fraudulent insurance claims
- Improper loans to executives
- Insider trading
- Kickbacks
- Policy issues
- Product quality concern
- Release of proprietary information
- Retaliation against whistleblowers
- Safety issues and sanitation
- Sexual harassment
- Substance abuse
- Theft of cash
- Theft of goods/services
- Theft of time
- Unauthorized discounts
- Wage/Hour issues
- Workplace violence/threats

- Real-time quality assurance will take place during the interview, as the Link2 system monitors information intake. The report cannot be completed until every data requirement is met.

- The interview specialist will confirm the caller is satisfied that all the information they called to report has been conveyed. Callers who give their names will be provided a report number and asked to call back if they have information they wish to add to their report. The interview specialist will conclude the call by saying: *"We appreciate your call. Since you have provided your name and contact information, your company now has the option to contact you should they have questions or require additional information. Allow me to give you a report number as a record of your call today; your report number is [XXXXX]. You will need this number if you call back to add information to this report."*

  Anonymous callers will be given a report number to reference in subsequent calls and will be asked to call back two weeks from the date of their call. The interview specialist will conclude the call by saying: *"We appreciate your call. Allow me to give you a report number. Do you have a pen? Your report number is [XXXXX]. Please call us back on [Date] with the report number in order to see if the company has any additional questions to ask."*

ReportLine Process By Web:

Individuals wishing to file a report will log on to the Web form. The Welcome screen will display:

- A message regarding confidentiality of the data and the ability of the individual making the report to provide his or her name or remain anonymous. A link to a Privacy Policy will be provided for more information regarding confidentiality.

- Instructions for completing the report. The individual will be advised to complete all screens and provide all required information. Required information will be identified in bold type and set off by a symbol.
- The web forms are designed to collect accurate and detailed information asking all of the questions that a live Interview Specialist would.
- Information regarding reporting emergencies. The individual making the report will be advised to contact emergency services should they need to report a critical situation.
- Information about how to access assistance with their report. The individual is advised that the best and easiest way to report concerns is through calling the hotline where a specially trained operator will confidentially document their concerns and make sure all important details are included.

The Web reporting system will offer your hotline participants the option of reporting issues in the following languages:

- English
- Chinese
- Dutch
- French
- French Canadian
- German
- Italian
- Japanese
- Korean
- Malay
- Portuguese
- Russian
- Spanish
- Thai
- Vietnamese

Dissemination and Escalation

Standard incident reports will be disseminated within an average of two hours. All reports are guaranteed dissemination within one business day via e-mail to all designated recipients.

Our dedicated dissemination team will monitor all dissemination activity to ensure the successful transmission of all incident reports.

Reports requiring escalation will follow a different dissemination process. We will immediately call your designated personnel if we receive an incident report that meets the following criteria:

- Threat or harm to employees, customers or operations
- Any significant incident projected to reoccur within 24 hours

Our dedicated dissemination team will monitor all dissemination activity to ensure the successful transmission of all incident reports.

If one of the following ten incident codes is assigned to a report, the interview specialist will automatically be prompted to ask if the incident will happen again within the next 24 hours. If the caller believes it will, then escalation will automatically be triggered. Those incident codes are:

- Falsification of Company Records
- Fraud
- Fraudulent Insurance Claims
- Kickbacks
- Release of Proprietary Information
- Substance Abuse
- Theft of Cash
- Theft of Goods/Services
- Product Quality Concern
- Workplace Violence/Threats

The interview specialist or our quality assurance team can also override the Link2 system and designate a report for escalation at their discretion. These reports will be checked by the escalation team prior to escalating. Once a report designated for escalation is complete, it will automatically be relayed to our dedicated escalation team for immediate notification of the designated person. The Link2 system provides the escalation team with the list of the best three emergency contacts that you provide, which contains: (1) The contacts' telephone numbers (pager, work, cell and home); (2) Information as to where the contacts can be reached during business hours, holidays and weekends, and (3) The order in which the contacts should be called.

The escalation team will use the following escalation process:

- Calls will be made to the first contact within an average of 15 minutes of completion of the report by calling pager, work, cell and home numbers.
- If the first contact cannot be reached, a message will be left and the same procedure will be followed for the two additional contacts.

- Once a contact is reached, a summary of the report can be read, e-mailed or faxed and the escalation of the Incident Report will be complete.
- Escalated Incident Reports will also be disseminated via e-mail to your designated contacts through the normal dissemination process. (On the incident report, a priority level of “1” will designate a high priority report that has been escalated.)

Comprehensive Summary Reports

Each month your designated contacts will receive Summary Reports via e-mail as a PDF attachment.

Summary Reports will include:

- Executive Summary Report: This report will show the total incidents for the month and year-to-date tabulated by type and frequency, the percentage of issues that were previously reported to a manager and an issue type summary showing the number of calls per incident code. As a means of trend analysis, these percentages are also reported using ReportLine’s entire client base (“Market”). The top ten issues will be shown in a graph.

- Activity Report: This report will detail all call activity for the month by location and type of concern reported, including call location (city and state), report number and date, if the incident was previously reported to management and a brief summary of the incident (incident code, caller name and name of the reported individual).

Case Management

The Link2 system’s Web-based Case Management system will allow you to document all activities in a single, centralized database. It will help you oversee investigations, manage workflow and track trends across your organization. The system puts you in control allowing you to manage certain aspects of user profiles, reset passwords and reactivate users. It will also provide you with a historical record of your investigation – from initial notification through final resolution. Case Management from The Network offers the flexibility to be adapted to any organization while providing a standard process to collect and report on the information you receive.

The ability to customize the Case Management system provides Hidalgo County with control over how information is captured and reported. The Case Management Administrator for Hidalgo County will have the ability to customize the system to capture, organize, report and analyze the data in accordance with your specific requirements. Other users within your organization will be able to view and populate the system fields, but will not have the rights to change the fields themselves.

REPORTING PORTAL

Overview

The Network's robust reporting solution blends state-of-the-art features with an easy-to-use interface and provides you with the tools necessary to run detail reports as well as conduct data mining. With reporting tools and analytics, you have:

- Online access to critical program data
- Rich graphical interface that helps users interpret data and analyze trends
- Drill-through capabilities allowing user to move from a summary report to a detail report with just a few clicks
- The ability to quickly review and report on the information you need to monitor the program, evaluate results and trends, and make necessary adjustments.

In addition, users will have the ability to select pre-written standard reports, apply filters to those reports and produce reports for print or electronic distribution.

Specifications

With the Reporting Portal Web site, you have instant access to report folders, reports, user guides, and e-mail links to support and feedback. The report folders contain the most standard reports in the industry. Access to reports is defined by the user's rights to data, the user's role in Link2 and by the group that has been established for the client within the reporting portal.

Standard Reporting

- **Activity by Incident Type Summary with Geographic Filters –** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports subtotaled by Incident Type. This report may be grouped and/or filtered by Program, City, State, Country and Top Incident Types. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.

- **Activity by Incident Type Summary with Hierarchy/DBA Filters –** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports subtotaled by Incident Type. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Top Incident Types. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.

- **Activity Report with Geographic Filters -** This report provides incident detail for original reports for the custom time period selected.

This report may be grouped and/or filtered by Incident Type, City, State, Country and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report

- **Activity Report with Hierarchy/DBA Filters -** This report provides incident detail for original reports for the custom time period selected. This report may be grouped and/or filtered by Incident Type, Hierarchy 1-5, DBA and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report

- **Activity Report with Location ID Filter -** This report provides incident detail for original reports for the custom time period selected. This report may be grouped and/or filtered by Incident Type, Location ID and Entry Method. The Report Numbers are linked allowing you to drill through to the Incident Details Report. The Caller and Location IDs are linked allowing you to render a new Activity Report

- **Anonymity Summary Report with Geographic Filters -** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to anonymity of the reporting party. This report may be grouped and/or filtered by Program, City, State, Country and Incident Type. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.

- **Anonymity Summary Report with Hierarchy/DBA Filters -** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to anonymity of the reporting party. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Incident Type. The chart is linked to the tabular report that provides the counts and percentages used to generate the chart. The counts are linked allowing you to drill through to the Activity Report.

- **Incident Details Report -** The incident report will allow you to review incident detail similar to the PDF incident reports that you receive in e-mail today. Going directly to this report will allow you to review one incident at a time by searching by the incident number.

- **Total Call Summary with Geographic Filters -** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports, callbacks and general inquiries. This report may be grouped and/or filtered by Program, City, State, Country and Entry Method. The chart is linked to table summaries of original, callback and general inquiry sub activity detail. The counts are linked allowing you to drill through to the Activity Report.

- **Total Call Summary with Hierarchy/DBA Filters -** This report provides graphical representation with the ability to compare counts from one up to four custom date periods relating to the activity for original reports, callbacks and general inquiries. This report may be grouped and/or filtered by Program, Hierarchy 1-5, DBA and Entry Method. The chart is linked to table summaries of original, callback and general inquiry sub activity detail. The counts are linked allowing you to drill through to the Activity Report.

EDUCATIONAL AND AWARENESS COMMUNICATION PROGRAM

Overview

Your employees are your company's strongest defense against illegal and unethical activity. Providing a hotline helps your company identify and respond to potentially damaging issues. A comprehensive employee awareness and education program is essential to a successful Ethics and Compliance program. Your employees need to know an Ethics and Compliance program exists and understand from management the purpose and tools of the program. The Network provides all the tools you need for a comprehensive feedback and communication program.

For 25 years, The Network's mPower Communications agency has helped organizations of all sizes create engaging communication campaigns to inspire, educate and motivate. We view a successful campaign as a continuous loop. Unlike other agencies that may end the engagement once a campaign is launched, mPower Communications works with you every step of the way and continues to do so even after the campaign has launched – monitoring progress and fine-tuning your campaign to meet your organization's goals. Our award-winning agency uses a proven 5 step engagement process to ensure your program gets results.

- Step 1: Consults and defines goals and objectives to understand your needs
- Step 2: Discovers your organizational culture by focusing on your employee population
- Step 3: Maps out a plan be evaluating communications tools and industry best practices
- Step 4: Creates a strong campaign based on information gathered
- Step 5: Calculates program results and introduces refinements to keep your program growing

ReportLine Program Investment

One-time Set-Up Fee.....$967.50

Annual Fee…….$6,800
(Includes Web Intake and Ad-Hoc Reporting Portal)

**Annual Fee is for employees and general public / non employees. Annual service fee includes up to 170 original Incident Reports per year. Original reports over 170 will be invoiced at $35.00 per report. This also includes 150 General Inquiry Calls (referrals, wrong numbers, etc.). General Inquiry calls above that number will be invoiced at $4.00 per call.*

ReportLine Program Agreement and Terms

This Agreement for Program Services (the "Agreement"), dated September 10th 2009 (the "Effective Date"), is between The Network, Inc. ("Provider" or "The Network"), located at 333 Research Court, Norcross, GA 30092, and Hidalgo County ("Client"), located at 100 N. Closner Blvd. Edinburg, TX 78539.

A. Services

The parties agree that Provider will provide Hotline Program Services (the "Services") for Client pursuant to the terms of the description of services and fees shown herein.

B. Use of Hotline

ReportLine is offered as an option for employees and former employees to report any illegal and unethical activity that causes loss or harm to a company, its employees, or customers. Client will present ReportLine as an option for reporting these incidents to an independent third party, should an individual feel uncomfortable with reporting such incidents directly to people at the Client.

C. Effective Date and Term

Provider will perform the Services from the Effective Date through 10/1/10 (the "Term"). This Agreement will automatically renew for successive twelve (12) month periods unless earlier terminated in accordance with this Agreement.

D. Termination

This Agreement may be terminated by either party (a) in the event of a "Default" after the expiration of notice and cure periods; or (b) by either party without cause upon forty-five (45) days' advance written notice to the other party. Following such expiration or termination, Client will immediately return to Provider or destroy all materials in its possession, custody or control, which promote or describe the Services.

E. Confidential Information

1. Confidentiality. Each party will maintain the confidentiality of "Confidential Information" by not using or disclosing it or otherwise making it available except to its partners and as necessary to carry out the purposes of this Agreement for however long the information remains a Trade Secret, as defined under Georgia law, or for a period of three (3) years after the termination of this Agreement for Confidential Information which is confidential but does not constitute a Trade Secret. "Confidential Information" means any information (a) identifying a hotline caller or the content of his/her call or contained in a Client-provided database used in processing calls (the "Client Data"); (b) related to the Services which is not otherwise available to the public, including either party's product development information or plans for future products or services, or (c) identified as confidential by Provider or

Client. In addition, each party agrees to maintain the confidentiality of any Confidential Information received from the other party, at least to the same extent and manner as the recipient party protects its own confidential information, and in no event using less than a reasonable standard of care.

2. Data Retention and Aggregation. All Incident Report data is retained for a period of twelve (12) months from the date of the original Incident Report. With the exception of selected data, after this period all Incident Report data is purged. Selected Incident Report data is archived for billing purposes, and may be aggregated for statistical reporting and benchmarking purposes. Such aggregation shall be done in a manner that neither the Client nor Client Data can be reasonably identified. Once report data has been archived, it cannot be restored to its original form.

3. Data Processor. For purposes of all applicable laws relating to data privacy, personal data, transborder data flow and data protection (collectively, "Privacy Laws"), the parties acknowledge and agree that as between the parties, Provider will be and remain the processor of the Client Data and Client will be and remain the owner/controller of the Client Data, and nothing in this Agreement will restrict or limit Client's rights or obligations as owner/controller of the Client Data for such purposes.

F. Audits

Client will have the right, with 45 days advance written notice, to conduct an annual audit to verify that Provider is providing the Services detailed herein and that adequate processes and controls are in place to ensure the integrity and security of Client's data. Such audit may include the review of relevant systems, security (both physical and system security), Client reports, and compliance with pertinent laws and regulations.

G. Intellectual Property

Each party mutually reserves, and agrees to recognize, respect and preserve any and all intellectual property rights the other party has or may be entitled to claim in any Created Works. "Created Works" are defined as all works in any medium which are authored, co-authored, developed, refined, completed, obtained, owned or possessed by the party, including all copyrights, trademarks, service marks, and patents which apply thereto, and any derivative work based thereon. Provider's Created Works include, but are not limited to, its posters, brochures, flyers, and other documents that promote the availability of Provider's services, hotline number, and/or website to Client's employees and others. Client agrees that any use of any of Provider's trademarks will inure solely to the benefit of Provider and that Client will not at any time acquire any rights in Provider's trademarks.

H. Default

Any of the following will constitute a “Default” under this Agreement:

1. A breach of a material covenant of this Agreement which continues without cure for a thirty (30) day period after either party’s receipt of written notice thereof; or
2. The filing of a petition for bankruptcy by a party, the insolvency of a party, or the filing of an involuntary petition for bankruptcy against a party will entitle the other party, upon twenty-four (24) hours written notice, to terminate this Agreement; or
3. Client’s failure to perform its payment obligation.

I. Representations and Warranties

1. The Parties represent and warrant to each other that:
   a. The execution, delivery and performance of this Agreement by each Party (i) has been duly authorized by that Party, (ii) will not conflict with, result in a breach of or constitute a default under any other agreement to which that Party is bound, and (iii) that Party has obtained all applicable authorizations and consents required in connection with its performance under this Agreement;
   b. Each Party is duly licensed, authorized or qualified to do business and is in good standing in every jurisdiction in which a license, authorization or qualification is required for the transaction of business of the character transacted by it, except where the failure to be so licensed, authorized or qualified would not have a material adverse effect on that Party’s ability to fulfill its obligations under this Agreement; and
   c. Each Party is in compliance with all laws applicable to its business and operations including international data privacy laws.

2. Disclaimer of Warranties. Except as expressly provided herein, neither Party makes any warranty of any kind whether express, implied statutory, or otherwise. Each Party hereby specifically disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose, to the maximum extent permitted by applicable law.

J. Indemnity

Each party (the "Indemnitor") will indemnify and hold harmless the other party (the "Indemnitee") from and against any and all claims, damages, demands, actions, losses, costs and expenses, including attorney's fees reasonably and actually incurred ("Claims") arising out of or related to the performance or non-performance by the Indemnitor (except for Claims caused by the negligence or willful misconduct of the Indemnitee), or the Indemnitor's material breach of its obligations under this Agreement.

K. Limitation of Liability

The parties agree that in no event will they be liable to each other for any indirect, incidental, special, exemplary, punitive or consequential damages, including loss of profits, business, revenue, goodwill, data, or use, whether in an action in contract, breach of warranty or tort, strict liability or negligence, In no event will Provider's liability to Client ever exceed all amounts payable by Client under this Agreement during the then current annual term, regardless of the form of action, whether in contract, negligence, tort or otherwise.

L. Disclaimer

Provider will utilize good faith efforts to perform the Services, although Provider will not be liable for the mistakes or errors in the performance of the Services unless they are caused by the negligence or willful misconduct of Provider. Provider will not be responsible for the verification or review of the accuracy, relevance, or legality of information contained in reports of hotline calls provided to Client and Client waives any claim related thereto.

M. Notice

Any notice required or allowed under this Agreement will be in writing to the addresses shown in this Agreement and will be deemed given or made on the date delivered.

Designated location for notice:

The Network, Inc.
333 Research Court
Norcross, GA 30092
Attn: Mr. Jim Ganley

Hidalgo County
100 N. Closner Blvd.
Edinburg, TX 78539
Attn: Evangelina Garcia

N. Payments

Budget is valid for 90 days from date of proposal. Payments are due net 30 upon receipt of invoices. Total Budget will be invoiced upon proposal acceptance. The Annual Renewal Package Fee will be invoiced annually 60 days prior to the renewal date. Education and Awareness Materials' shipping and handling fees will be invoiced upon delivery to client.

O. Collection and Disputes

Client agrees to pay Provider according to the terms on the invoices. Amounts not paid within thirty (30) days after the date of invoice will be considered past due. On past due accounts, Client agrees to pay a finance charge on any unpaid balance in the amount of 1.5% per month. Provider will be entitled to recover any cost of collection, including reasonable attorney fees.

P. General

1. Governing Law. This Agreement is governed by the laws of the State of Georgia, without reference to its choice of law provisions. Each party hereby consents to the jurisdiction of any federal or state court within the State of Georgia, USA.

2. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. A specific waiver by either party of any of the terms and conditions of this Agreement will not constitute a waiver of the same or other provisions of the Agreement at any time in the future.

3. Approvals. Any approvals required by either party to this Agreement will not be unreasonably withheld.

4. Force Majeure. Neither party will be responsible for any damage or delay which is caused by an Act of God, government regulation, disaster, fire, flood, war, or civil disorder which is beyond the control of either of the parties to this Agreement, and which makes it illegal or impossible to perform the Agreement or any of its terms.

5. Injunctive Relief. Either Party may seek interim or permanent injunctive relief to enforce or protect its intellectual property rights or its rights under Section E or Section G.

6. Counterparts. This Agreement may be signed in one or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

7. Relationship of the Parties. The parties acknowledge that in performing their obligations, each is acting as an independent contractor. The parties do not intend to create any employment relationship, and nothing in this Agreement will be construed to make either Party an employee of the other.

Q. Terms

The following is important information either provided by Client or assumed by Provider in order to develop a budget and prepare for efficient implementation of the proposed service. ***Any and all revisions, additions or deletions to these terms may result in a revised budget and/or implementation timeline.***

ReportLine Service Terms:

The number of employees calling Provider from North America (U.S., Canada, Puerto Rico and U.S. Virgin Islands) is 3,000 to 4,000.

Provider's ability to translate calls is subject to Tele-Interpreters' translator availability.

Program period: 10/2/09 – 10/1/10

Schedule of Deliverables: Once Provider has received a signed Agreement for the Services and all information to be supplied by

Client, the Service will be implemented within a two to four week time period.

In order to receive incident and monthly summary reports in PDF format, Client must have access to, or gain access to, Adobe Acrobat Reader software prior to program set-up. Provider can provide Client assistance in gaining access to Adobe Acrobat Reader software if necessary.

Case Management System Terms:

Use of Case Management System includes up to 200Mb of file attachment storage per year. Provider will notify Client when usage is within 5% of 200Mb. Each attached file may be up to 5Mb in size, and may include all common file types with the exception of executable files. Unless Provider is notified otherwise, every licensed Case Management System user will have the ability to add attachments, but only Super Users (if applicable) will have the ability to delete attachments. Attached documents will be stored in accordance with Client's data retention period.

Education and Awareness Terms:

The number of locations is: 85 departments, 4 precincts

The number of employees per language is:

English 4,000

Quantities over that immediately required by the number of locations or employees may have been budgeted to ensure material availability for new employees, lost or damaged material and/or unforeseen needs.

Creative charges include applicable development research, copy writing, translation, use of Provider’s copyrighted art and language, new artwork, graphic design, typesetting, one black and white proof, one set of proof changes, digitizing and colorization of artwork.

Production charges include proofreading, film or mechanical, stat work/logo scanning, press plates, color keys, trimming, folding and packaging.

Whenever possible, budgets are based on printing materials all at once to achieve the lowest possible costs. As such, budgets, as well as delivery dates are contingent upon Client meeting their respective production deadlines.

Schedule of Deliverables: Once Provider has received a signed Agreement and all information and content required, Education and Awareness materials will be delivered to Client within 4-6 weeks. Materials and/or content required for subsequent monthly materials will be due a minimum of 4 weeks prior to desired delivery date.

R. Entire Agreement

This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements and understandings of any kind and every nature between them pertaining to such subject matter.

IN WITNESS WHEREOF, the duly authorized representatives of each of the parties hereto have executed this Agreement as of the day and year first written above.

Provider: The Network	**Client: Hidalgo County**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

ReportLine Program Timeline

Due Date	Event/Task Description	Who
TBD – at least 2-4 weeks prior to start date	Signed agreement to The Network	Hidalgo County
TBD – at least 2 weeks prior to program start date	Dissemination, contact and other information for program set-up to The Network	Hidalgo County
TBD – at least 1 week prior to program start date	Location Database to The Network	Hidalgo County
45-60 days prior to start date for each international phone line (based on telephone service provider)	International calling options determined	The Network and Hidalgo County
TBD – always on a Friday	Program Live (start) Date	The Network
TBD – First month after program start date (this is a **calendar** month, not a program month)	First Month's Management Summary Reports	The Network
TBD – as needed, at least 5 business days notice required	Escalation Information Updates	Hidalgo County and The Network
TBD – as needed, at least 5 business days notice required	Dissemination and Location Database Information Changes	Hidalgo County and The Network
TBD – as needed, at least 24 hours (business day) notice required	Location Database Information Updates (standard only)	Hidalgo County and The Network
45 days prior to program year-end renewal date	Annual Program Evaluation and Renewal	Hidalgo County and The Network

Window on State Government Susan Combs Texas Comptroller of Public Accounts

Search TXMAS Contracts: Search

Rebates: Pursuant to Texas Government Code § 2155.510(b), rebates generated from TXMAS contract purchases made using federal funds must be reported to the federal funding agency for reporting and reconciliation purchases. Each quarter of the State's fiscal year, TXMAS contractors rebate .75% of their TXMAS sales to the State of Texas via the Texas Comptroller of Public Accounts (CPA). It is the purchasing entity's responsibility to report the amount of rebate using the above percent based on the total dollar value of the TXMAS purchase order.

Example: A purchasing entity receives and uses federal funds of $50,000 to purchase items/services on a TXMAS contract. The purchasing entity must report to the federal fund-provider that a sales rebate of $375 ($50,000 * .75% = $375) will be paid to the State of Texas by the TXMAS contractor.

TXMAS

THE NETWORK
Contract TXMAS-0-738X020

On-Line Catalog/Order Processing

HOTLINE SERVICE

Corporate Office: THE NETWORK 333 RESEARCH COURT NORCROSS GA 30092 USA	Delivery:	TO BE NEGOTIATED BETWEEN THE CONTRACTOR AND THE PURCHASING ENTITY
	FOB Point:	DESTINATION
	Terms:	NET 30 DAYS
Send PO to: THE NETWORK 333 RESEARCH COURT NORCROSS GA 30092 USA Vendor ID: 15815117416	Remit To:	THE NETWORK 333 RESEARCH COURT NORCROSS GA 30092 USA Vendor ID:
	Vendor ID:	15815117416
Invoice From: THE NETWORK 333 RESEARCH COURT NORCROSS GA 30092 USA Vendor ID:	Business Type:	Large
	DUNS #:	132362922
	Effective: Expires:	8/7/2009 9/13/2010

CONTACT: ADAM NEWMARK
Phone 678-248-7242
ADAMNEWMARK@TNWINC.COM

Effective Date: This Texas Multiple Award Schedule (TXMAS) contract is effective beginning 8/7/2009 through 9/13/2010 and is automatically renewed on the date that the General Services Administration (GSA) exercises the renewal option. All State of Texas terms and conditions will continue and apply to all renewal periods by mutual agreement. The contractor has certified that the prices reflected in the contractor's catalog are the same as the prices contained in the most current modification to GSA Contract No. GS-02F-0220R.

Placement of Orders: Purchasing entities must use both the instructions on the contractor's web page and the terms and conditions in the federal supply schedule to place orders. Purchasing entities may use a either a departmental purchase order or the contractor's on-line ordering system to place orders. Purchasing entities may opt out of using the contractor's on-line ordering system if it is incompatible with the entity's purchasing procedures. The contractor is not required to accept orders below the minimum listed below. Orders between the minimum and maximum listed below are subject to GSA preferred customer pricing. For orders above the maximum, purchasing entities are entitled to negotiate for lower prices than those listed on the on-line federal supply schedule price list.

Order Limitation:
Minimum Order: $100
Maximum Order: $1,000,000

Approved Products/Services: Only products or services listed in the CPA approved GSA contract may be purchased from this TXMAS contract, with one exception. Incidental, off-schedule items may be purchased as "best value, open market" items provided that they are necessary for product integration or product completeness. The purchasing entity is responsible for ensuring that the quoted price for such incidental items is fair and reasonable. These incidental items may be added to the TXMAS purchase order if they are clearly labeled as "open market (OM), best value" items.

State Contracts: All Texas Council for Purchasing from People with Disabilities contracts and Texas Correctional Industries (TCI) term contracts take

precedence over this TXMAS contract. If similar products or services are listed on this TXMAS contract and a CPA term contract, a determination should be made that will result in a best value purchase.

Payment Due Date: Payment will be due on the thirtieth (30) calendar day after the later of: (a) the date the State actually receives a proper invoice at the office designated in the applicable purchase order to receive it; or (b) the date the State accepts the products or services. The post mark date on the envelope for the State warrant (State's equivalent to a check) or banking information showing when a direct deposit transaction was received will be considered the date payment is made. Interest starts accruing on the first day that payment is late. The rate of interest for late payments is set at one percent per month.

Special Note: The State of Texas, including but not limited to its Agencies, cooperative purchasing members and any local governmental entity authorized by law to use the Texas Multiple Award Schedule method for purchasing is not obligated to procure any products or services from this TXMAS contract. This schedule contract shall not be construed to prevent the State from purchasing products or services using other procurement methods as authorized by law.

Contact Us

If you have any suggestions on how to improve TXMAS or this web site, please send an email to txmas@cpa.state.tx.us or call 512-463-8839 or 512-463-3421.

Texas Online | Statewide Search from the Texas State Library | State Link Policy | Texas Homeland Security

Susan Combs, Texas Comptroller • Window on State Government • Contact Us

Privacy and Security Policy | Accessibility Policy | Link Policy | Public Information Act | Compact with Texans

Evangelina Garcia

From: Adam Newmark [AdamNewmark@tnwinc.com]
Sent: Thursday, September 10, 2009 2:57 PM
To: karina cardoza; Evangelina Garcia
Subject: The Network/ReportLine Proposal
Attachments: Hidalgo County ReportLine Proposal.doc

Hi Vangie, Karina,

Per my conversation with Karina, please find the proposal for the Hidalgo County hotline program attached for your review. I understand you will be sharing this information with the County Commission Court on Tuesday. Between now and Tuesday please feel free to give me a call with any questions.

I look forward to our further development and implementing a successful program.

Thanks and Kind Regards,

Adam

Adam Newmark
Account Executive
The Network Inc.
333 Research Court
Norcross GA, 30092
Office: 678-248-7242
Fax: 770-441-3634
AdamNewmark@tnwinc.com

AI-17443 **23.A.5.**

Year End Purchase Deadlines-Major and Day to Day

CC REGULAR

Date:	09/15/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation and concurrence by Hidalgo County Purchasing Agent, Budget Officer and County Auditor for approval of "ORDERS" for all General Fund Budgets and any other applicable budgets for the following:

A. Cut-off date for the submission of Requisitions by Friday, October 16, 2009 on goods and/or services that require sufficient time to order and receive prior to 12-31-09, i.e., MAJOR PURCHASES, vehicles, furniture and/or equipment; and

B. Cut-off date for the submission of Requisitions by Friday, December 4, 2009 on goods and/or services that require sufficient time to order and receive prior to 12-31-09, i.e., DAY TO DAY PURCHASES, items necessary for daily operations;

C. Approval to notify all applicable departments that open purchase orders at 12-31-09 for which there is not a proper invoice and physical receipt of goods and/or services will be charged to the 2010 budgets.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All departments must make budgetary arrangements to be able to purchase.

No funding required for this item, only a notice. rc

Attachments

Link: Memo-Day to Day Purchases

Link: Memo-Major Purchases

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/11/2009 02:15 PM	APRV

2	Budget & Management	Erika Zamora	09/11/2009 03:14 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/11/2009 04:34 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Marty Salazar

Started On: 09/10/2009 04:19 PM

Final Approval Date: 09/11/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUND - Elected Officials/Dept. Heads**

From: **Martha L. Salazar** — **H/C Purchasing Agent**; **Raymundo Eufracio, CPA** — **H/C Auditor**; **Raul Silguero** — **H/C Budget Officer**

DATE: **September 15, 2009**

RE: **"Order" for Requisition Submission Date Deadline -"DAY TO DAY PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, September 15, 2009, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, December 4, 2009 at 5:00 p.m.** for the submission of the following:

Goods and/or Services for the Day to Day Operations of your department/program/agency and NOT those Goods and/or Services (Major Purchases, i.e., vehicles, furniture, equipment, etc.) for which a DEADLINE of 10-16-09 was ORDERED by Commissioners Court in the MEMO you received from this department and dated 09-15-09.

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2009) fiscal/calendar year for those goods and/or services necessary to carry on and conduct the day to day operations of your department, program or agency;

b) **the proper funding of all line items through the Budget Office will be required prior to the submission of requisitions for day to day purchases with the deadline of 12-04-09;**

c) All goods and/or services must be received and rendered by December 31, 2009 to qualify for payment under your 2009 budgets;

d) **All open Purchase Orders from the 2009 budgets** for which goods were not received or services not rendered by December 31, 2009 **will lapse** and **those Purchase Orders will be charged from the 2010 budgets**;

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item or object code through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of December 4, 2009.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 12-04-09 VIA FAX TO 956-318-2629.

_____ **Date:** _____

Signature - elected official/department head/or authorized designee

_____ _____

Printed Name/Title **Department**

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM
COMMISSIONERS COURT "ORDER"
IMMEDIATE REVIEW & ACKNOWLEDGMENT OF RECEIPT REQUIRED

To: **All GENERAL FUND and/or APPLICABLE FUNDS - Elected Officials/Dept. Heads**

From: **Martha L. Salazar** — **H/C Purchasing Agent**; **Raymundo Eufracio, CPA** — **H/C Auditor**; **Raul Silguero** — **H/C Budget Officer**

DATE: **September 15, 2009**

RE: **"Order" for Requisition Submission Date Deadline -"MAJOR PURCHASES"**

Pursuant to action taken by Hidalgo County Commissioners Court on Tuesday, September 15, 2009, this will serve as your **NOTICE** of an approved **"Order"** setting a **deadline of Friday, October 16, 2009 at 5:00 p.m.** for the submission of the following:

a) the submission of all requisitions in order to obtain a properly executed Purchase Order(s) from the Purchasing Department for the acquisition of all goods or services for this (2009) fiscal/calendar year **FOR MAJOR PURCHASES (i.e., vehicles, furniture, equipment, etc.) THAT REQUIRE SUFFICIENT/AMPLE TIME FOR DELIVERY BEFORE 12-31-09**;

b) the proper funding of all line items prior to the submission of requisitions through the Budget Office will be required;

c) All goods and/or services must be received and rendered by December 31, 2009 to qualify for payment under your 2009 budgets;

d) **All open Purchase Orders from the 2009 budgets** for which goods were not received or services not rendered by December 31, 2009 **will lapse** and **those Purchase Orders will be charged from the 2010 budgets**;

THEREFORE, WE STRONGLY RECOMMEND, SUGGEST AND URGE YOU TO:

1) Immediately review your department needs to prioritize the goods and/or services you require;
2) Review your department budget in order to request the proper line-item funding or creation of the proper line-item through the Budget Office;
3) Begin the requisition process in order to obtain your properly executed Purchase Order(s);

Situations or circumstances that **you** feel require further consideration or review will be examined on a **CASE BY CASE BASIS** through a presentation **by your department** to Commissioners Court for direction and action. However, these also need **IMMEDIATE** notice to one of the three departments listed above in order to place on the Court's agenda prior to the deadline of October 16, 2009.

ACKNOWLEDGE RECEIPT OF NOTICE & ORDER OF DEADLINE OF 10-16-09 VIA FAX TO 956-318-2629.

_____ _____

Signature - elected official/department head/or authorized designee **Date**

_____ _____

Printed Name/Title **Department**

AI-17419 **23.A.6.**

Bid Award/Approval of Contract-Record and Delay Broadcast of Commissioners Court Meetings

CC REGULAR

Date:	09/15/2009
Submitted By:	Darlene Betancourt, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to sole bid received meeting all specifications and/or requirements as attached hereto for-Hidalgo County-Record and Delay Broadcast of Commissioners Court Meetings-Project No 2009-296-07-29-YZV.

BACKGROUND

Draft contract document has been sent to legal counsel for review and approval as to form

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-413-30-115-017-0-320

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

BUDGETARY IMPACT:

$24,000.00 available balance as of 09/10/09. rc
3yr contract, funding available only for 2009.

Attachments

Link: bid tab sheet

Link: draft contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 03:53 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 03:57 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/11/2009 08:35 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Darlene Betancourt — Started On: 09/09/2009 04:19 PM

Final Approval Date: 09/11/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: JULY 29, 2009 | **BID OPENING TIME:** 9:30 A.M.

DESCRIPTION OF BID: "Record & Delay Broadcast of Commissioners Court Meetings"

BID NO: 2009-296-07-29-YZV | **BUYER:** Yolanda Z. Velasquez

BID #	NAME OF COMPANY	BID OPTIONS		TOTAL PRICE	ACKNOWLEDGED
#1	RGV Educational Broadcasting INC. KMBH DT-38	A	1ST Year	$80,400.00	√
		B	2nd Year	$84,420.00	√
		C	3rd Year	$88,641.00	√
		D	Yearly Public Announcement	-0-	√

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET

DESCRIPTION OF BID: "Record & Delay Broadcast of Commissioners Court Meetings"

BID NO: 2009-296-07-29-YZV | **BUYER:** Yolanda Z. Velasquez

BID #	NAME OF COMPANY	BID OPTIONS		TOTAL PRICE 2009	BID OPTIONS		TOTAL PRICE
#1	RGV Educational Broadcasting INC. KMBH DT-38	A	1ST Year	$80,400.00	A	1ST Year	$52,000.00
		B	2nd Year	$84,420.00	B	2nd Year	52,000.00
		C	3rd Year	$88,641.00	C	3rd Year	$52.000.00
		D	Yearly Public Announcement	-0-	D	N/A	N/A

2009 THREE (3) YEAR COST FOR PRODUCTION			PREVIOUS YEARS COST ON THREE (3) YEAR PRODUCTION	
YEARLY	PER WEEK	Percentage Increase	YEARLY	PER WEEK
$80,400.00	$1,546.15	5461%↑	$52,000.00	$1,000.00
$84,420.00	$1,623.46	6234%↑	$52,000.00	$1,000.00
$88,641.00	$1,704.63	.7046%↑	$52,000.00	$1,000.00
$253,461.00			**$156,000.00**	

TOTAL COST MORE FOR THREE (3) YEAR PRODUCTION: $97,461.00

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON SHEET

DESCRIPTION OF BID: "Record & Delay Broadcast of Commissioners Court Meetings"

BID NO: 2009-296-07-29-YZV | **BUYER:** Yolanda Z. Velasquez

BID #	NAME OF COMPANY	BID OPTIONS		TOTAL PRICE 2009	BID OPTIONS		TOTAL PRICE
#1	RGV Educational Broadcasting INC. KMBH DT-38	A	1ST Year	$80,400.00	A	1ST Year	$52,000.00
		B	2nd Year	$84,420.00	B	2nd Year	52,000.00
		C	3rd Year	$88,641.00	C	3rd Year	$52.000.00
		D	Yearly Public Announcement	-0-	D	N/A	N/A

2009 THREE (3) YEAR COST FOR PRODUCTION	PREVIOUS YEARS COST ON THREE (3) YEAR PRODUCTION
$80,400.00 $84,420.00 $88,641.00 **$253,461.00**	$52,000.00 $52,000.00 $52,000.00 **$156,000.00**

TOTAL COST MORE FOR THREE (3) YEAR PRODUCTION: $97,461.00

Exhibit "B"

"Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings - Hidalgo County"

Bid No. 2009-074-07-01-YZV

OPENED 9:58 am 7/29/09 Witnessed

BID PAGE

Program/Series: "Hidalgo County Commissioner's Court Meetings"

Air Time: 8:00 p.m. to 10:00p.m.

Air Date Schedule: Thursday

Recorded on Site: Hidalgo County Administration Building, 1st Floor- Edinburg, TX

Term of Contract: The contract will be in effect for a period of one (1) year from bid award date with County's option to renew (2) one year terms.

Bid Options:

A) 1st Year Production Underwriting Price: $ 80,400.00

B) 2nd Year Production Underwriting Price: $ 84,420.00

C) 3rd Year Production Underwriting Price: $ 88,641.00

D) Yearly Public Service Announcement Price : $ -0-

Bidder/Company Name: RGV Educational Broadcasting Inc. KMBH DT-38

Address: 1701 Tennessee Avenue,

City/State/Zip Code: Harlingen, Texas 78550

Phone Nº 956-421-4111 Fax Nº 956-421-4150 Cell Nº 956-497-1082

Authorized Signature:

Printed Name: Pedro Briseno

Title: President/General Manager

"EXHIBIT A"

Record and Delay Broadcast of Hidalgo County Commissioners' Court Meetings and other related Services
Hidalgo County
Bid No: 2009-296-07-29-YZV

REQUIREMENTS

1. Hidalgo County is seeking a qualified vendor to record and delay broadcast the Hidalgo County Drainage District #1 Board of Directors and Commissioners' Court Meetings;

   a) Pursuant to Article §81.005 (a) (Term of Court Meetings) of the Texas Local Government Code, Hidalgo County Commissioners' Court "Regular Term" meetings for 2009. **This action made upon by Hidalgo County Commissioners Court on a yearly basis and may not follow current schedule:**

Week of the Month:	***Last Week of the Month***
Day of the Week:	Tuesday
Time of the day:	**1:30 p.m.**

   Hidalgo County Drainage District #1 holds meetings in accordance with Chapter 551, Texas Government Code; which are currently scheduled for 1:00 p.m. or otherwise directed by HCDD#1 on all Tuesdays *or as otherwise directed by HCDD #1.*

   b) Hidalgo County holds "Special Meetings" in accordance with Chapter 551, Texas Government Code; which currently are scheduled @ **1:30 p.m. or otherwise directed by Hidalgo County on all other Tuesdays or *as otherwise directed by Hidalgo County*.** However, these are subject to change if necessary and at the sole discretion of Hidalgo County/Hidalgo County Drainage District #1 and applicable statutes as to the posting of such meetings. **All special meetings will follow the term of Commissioners' Court.**

2. Contractor must possess all equipment necessary to render services required. All installation of any such equipment will be at contractor's expense including all repair maintenance of said equipment.

3. The initial term of the contract will be for a two (2) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year period under the same rates/fees, terms and conditions.

4. Hidalgo County reserves the right to continue this bid for an additional ninety (90) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract.

5. Hidalgo County will not allow the contractor to pre-empt any schedule broadcast of this program. Provider and Hidalgo County reserve the right to seek underwriting for the program.

6. All arrangements for on-air broadcast of this program are subject to the regulations of the Federal Communications Commission (FCC), to other laws governing broadcasting, and to standard broadcasting practice.

7. Either party may terminate the agreement within thirty (30) days upon written notice. Contractor will continue providing services until new vendor is awarded in the event that contractor exercises the 30-day written termination notice.

8. On-air credit consists of up to at least three (3) credits at the open and close of the program. Each credit should be at least twenty (20) seconds long.

9. Hidalgo's County Drainage District #1 and Commissioners Court meetings will be broadcast in their entirety.

10. In the event of a cancellation of an Hidalgo County Hidalgo County Drainage District #1 and/or Commissioners' Court Meeting slated for Recording and Delay Broadcasting, Hidalgo County will notify, in writing, the awarded vendor/company, via e-mail the cancellation of such meeting by 5:00 pm (CST) the Monday before said meeting is scheduled to be held. Notification will be made *by Monica Badillo, Hidalgo County Court Administrator, phone: (956) 292-7025; Fax (956) 292-7034 to:*

_____.
Awarded Company

11. Hidalgo County will be provided the following copies:

    a) Five (5) DVD unedited copies (if produced)
    b) Five (5) DVD edited copies (if produced)
    c) Audio and Wave File

12. Hidalgo County Commissioners' Court meetings are to be broadcast Valley wide particularly in Hidalgo County.

13. Current air time for the delay broadcast of entire Commissioners Court meetings is on Tuesday evening at 10:00 pm. Hidalgo County wishes to improve the air time slot for the delay broadcast of the Commissioners Court meetings.

    Bidders are asked to designate & commit to an earlier time slot from 7:00 p.m. to 9:00

pm but in no event commencing later than the current 10:00 pm air time. Delay broadcast must occur after Commissioners Court meetings Tuesday through Friday of the same week.

Hidalgo County additionally requires an additional 30 minutes time allotment for Public Information Purposes on the 1st week of the month) to air on the same day of the week, between the hours of 7 PM to 10PM with 9:30 PM being the latest, throughout the term of the contract.

14. Commissioners Court, at its sole discretion may consider an earlier time slot (from its present air time of 10:00 pm) as a determining factor in awarding the bid in order to make the Commissioners Court meeting delay broadcast more accessible to all Hidalgo County residents.

The Hidalgo County Drainage District No. 1 Board of Director's may, at their option, utilize the "Record and Delay Broadcast of Hidalgo County and Hidalgo County Commissioners' Court minutes and related Services" Provider(s) selected by Hidalgo County for Hidalgo County Drainage District No. 1. Should the Board of Director's of Hidalgo County Drainage District No. 1 decide the bid awarded as the Provider is the same as the one selected by Hidalgo County, the awarded bidder shall offer Hidalgo County Drainage District No. 1 the same terms and provisions as it offers Hidalgo County.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids proposals or statements or qualifications be addressed to, Yolanda Velasquez Buyer, Physical Address: 2802 S. Business Hwy. 281, Edinburg, TX Postal/Mailing Address: 2812 South Business Hwy 281, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIEES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIREIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, JULY 22, 2009 BY 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, JULY 24, 2009 by 5:00 p.m.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-296-08-11

THIS CONTRACT is made and entered into this **11th** day of **August, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **RGV Educational Broadcasting, INC.,** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"The Recording and Delay Broadcast of Hidalgo County Commissioners' Court Meetings"** (the "Service"); 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 **Hidalgo County** for a two (2) year term. 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

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term of this Contract and shall be obligated to render and provide the Services in accordance with the specifications within Hidalgo County. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the services, and devote such time as is necessary to safety and efficiently provide the Services.

3. This Contract shall be for a period beginning August 11, 2009 and ending on August 10, 2011 and may be extended at the sole discretion of County for an additional ninety (90) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend the contract for an additional year.

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

DRAFT

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

DRAFT

If to Company **RGV Educational Broadcasting INC.**
Attn. Pedro Briseno
1701 Tenneessee Avenue
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 County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners' Court on _____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

DRAFT

EXHIBIT "A"

REQUEST FOR BIDS (RFB)

PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

DRAFT

BID PAGE

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

AI-17370 **23.A.7.**

Award-Repair/Removal/Installation- Mobile Radios/Computers/& Other Emergency Misc. Equipment

CC REGULAR

Date:	09/15/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Presentation of bids received for the purposes of award with approval of contract to the bidder meeting all the specifications and/or requirements as attached hereto for "Hidalgo County-Repair, Removal & Installation of Mobile Radios, Computers & Other Emergency Misc. Equipment"- Bid #2009-163-08-19-SMA.

BACKGROUND

1. Current Contract expires on September 27, 2009
2. Contract Document has been sent to legal counsel for review and approval as to form.
3. Recommended Vendor is "VSL, Inc."

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** VARIOUS

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

BUDGETARY IMPACT:

See attached expenditure report for availability of funds. rc

Attachments

Link: Participation,tabulation,dept's recommendation

Link: dept's recommendation

Link: expenditure report- object code 432

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 11:32 AM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 11:37 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2009 03:58 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Sandra Montalvo Started On: 09/09/2009 08:34 AM

Final Approval Date: 09/11/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER=S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: August 19, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County-"Repairs, Removal & Installation of Mobile Radios, Computers And Other Emergency Miscellaneous Equipment"

BID NO.: 2009-163-08-19-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1) COMMUNICATIONS ETC. Attn: Eddie Guerra	BLM	Sandra Montalvo	08/04/09	421 S. Broadway McAllen, Texas 78501 956-631-8597 (office) communicationsetc@sbcglobal.net
2) TRI COUNTY COMMUNICATIONS Attn: David Champion	BLM	Sandra Montalvo	08/04/09	1421 East Pike Blvd. Weslaco, Tx 78596 956-447-8440 (office) 956-227-0205 (cell) dchampion@tri-countycom.com
3) SOUTH TEXAS COMMUNICATIONS Attn: Sid Basandua	BLM	Sandra Montalvo	08/04/09	709 E. Pecan McAllen, Texas 78501 956-687-8591 (office) 956-687-1735 (fax) sidb@stcradios.com
4) VSL, INC. Attn: Diana or Valentin	BLM	Sandra Montalvo	08/04/09	3716 S.Bus. Hwy 281 Edinburg, Tx 78539 956-383-6855-Office) 956-380-1513(Fax) Vslinc@aol.com
5) MANLEY SOLUTIONS INC. ATTN: Sarah Bos	EMR	Sandra Montalvo	08/04/09	27702 Crown Valley Pkwy, Ste. D4#262 Ladera Ranch, CA 92694 1-877-262-6539 ext 706 949-606-0312 Fax sbos@manleysolutions.com
6) GENESIS NETWORKS, INC. ATTN: Shon Goodman	EMR	Sandra Montalvo	0806/09	600 N. Loop 1604 E San Antonio, Tx 210-489-6671 (office) 210-872-1368 (cell) Shon.goodman@genesisnet.com
7) CAM MUSHROOM NETWORK ATTN: Marianne Costabile	EMR	Sandra Montalvo	08/06/09	5703 Oberlin Dr.. Suite 208 San Diego, CA 92121 888-842-1231 ext 705 714-319-3359 mcostabile@mushroomnetworks.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County (county wide)	
BID OPENING DATE: AUGUST 19, 2009	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "Repair, Removal & Installation Of Mobile Radios, Computers & Other Emergency Misc. Equipment"	
BID No.: 2009-163-08-19-SMA	**BUYER: Sandra Montalvo**

NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
VSL, INC	✓
South Texas Communications	✓

HIDALGO COUNTY
"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"
Bid No.: 2009-163-08-19-SMA
BID TABULATION

DESCRIPTION	PARTICIPATING VENDORS									
	VSL. INC.					SOUTH TEXAS COMMUNICATION				
ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
RADIOS										
Motorola Syntor (X, 9000, Etc)	$ 21.50	$ 40.00	$ 29.95	13%		$ 22.53	$ 42.81	$ 60.00	10%	60 days
Motorola Maxtrac	$ 10.50	$ 21.00	$ 29.95	13%		$ 22.53	$ 42.81	$ 60.00	10%	60 days
Johnson Line Radios	$ 10.50	$ 21.00	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
EF Johnson Line Radios	$ 21.50	$ 40.00	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
Vertex Line Radios	$ 10.50	$ 21.00	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.50	$ 21.00	$ 29.95	13%	SEE ATTACH	$ 11.26	$ 22.53	$ 60.00	10%	60 days
Jensen Line Radios	$ 0.01	$ 0.01	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
Midland Line Radios	$ 0.01	$ 0.01	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
Sp-130 Scanning Radio	$ 0.01	$ 0.01	$ 29.95	13%		$ 11.26	$ 22.53	$ 60.00	10%	60 days
Antennas	$ 7.00	$ 13.00	$ 29.95	13%		$7.87	$ 13.51	$ 60.00	10%	60 days
Ma-Comm Line Radios (mobile & portable)	$ 21.50	$ 40.00	$ 29.95	13%		No bid	No bid	$ 60.00	10%	60 days
LIGHT BAR										
Code 3 Excalibur Package	$ 19.50	$ 55.00	$ 29.95	13%		$ 20.27	$ 55.21	$ 40.00	10%	60 days
Whelen Edge 9004 SL	$ 19.50	$ 55.00	$ 29.95	13%		$ 20.27	$ 55.21	$ 40.00	10%	60 days
Federal Signal Jet Sonic	$ 19.50	$ 55.00	$ 29.95	13%	SEE ATTACH	$ 20.27	$ 55.21	$ 40.00	10%	60 days
Federal Signal Jet Stream	$ 19.55	$ 55.00	$ 29.95	13%		$ 20.37	$ 55.21	$ 40.00	10%	60 days
Directional Light Bar	$ 15.00	$ 25.00	$ 29.95	13%		$ 12.38	$ 35.21	$ 40.00	10%	60 days
SIRENS										
12 Volt Sirens	$ 13.00	$ 25.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days
Siren Speakers Push Bar Mounted	$ 12.00	$ 18.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days
Siren Speakers Concealed Mounted	$ 12.00	$ 18.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days
Siren with PA (295SL100)	$ 15.00	$ 30.00	$ 29.95	13%	SEE ATTACH	$ 7.87	$ 18.02	$ 40.00	10%	60 days
Siren Control Head (model #1295HFRSA)	$ 15.00	$ 30.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days
Undercover Siren with position switch	$ 13.00	$ 25.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days
OTHER MISC. ITEMS										
Video Camera System	$ 18.00	$ 89.00	$ 29.95	13%		$ 20.27	$ 55.21	$ 40.00	10%	60 days
Radars with Antennas	$ 15.00	$ 60.00	$ 29.95	13%		$ 20.27	$ 55.21	$ 40.00	10%	60 days
Mobile Data Computers & stands with power supply	$ 30.00	$ 95.00	$ 29.95	13%		$ 20.27	$ 55.21	$ 40.00	10%	60 days
QPA-1125 Dual Slot Charger	$ 0.01	$ 0.01	$ 29.95	13%	SEE ATTACH	$ 12.38	$ 27.03	$ 40.00	10%	60 days
Grille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	13%		$ 12.38	$ 27.03	$ 40.00	10%	60 days
Rear Deck Lights	$ 11.00	$ 25.00	$ 29.95	13%		$ 10.13	$ 21.40	$ 40.00	10%	60 days
Dash Lights	$ 7.00	$ 16.00	$ 29.95	13%		$ 9.00	$ 16.89	$ 40.00	10%	60 days
Prisoner Cages	$ 15.00	$ 29.00	$ 29.95	13%		$ 18.02	$ 29.79	$ 40.00	10%	60 days
Shotgun/Rifle Rack (all mounts & types)	$ 9.00	$ 18.00	$ 29.95	13%		$ 9.00	$ 18.02	$ 40.00	10%	60 days
LED Lights	$ 11.00	$ 25.00	$ 29.95	13%		$ 12.38	$ 27.03	$ 40.00	10%	60 days
Grille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	13%		$ 12.38	$ 27.03	$ 40.00	10%	60 days
LED Dash Lights	$ 11.00	$ 25.00	$ 29.95	13%		$ 9.00	$ 16.89	$ 40.00	10%	60 days
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.00	$ 20.00	$ 29.95	13%		$ 10.13	$ 20.27	$ 40.00	10%	60 days
Fuse Panel	$ 10.00	$ 19.00	$ 29.95	13%		$ 10.13	$ 19.14	$ 40.00	10%	60 days
Strobe Power Supplies	$ 10.00	$ 16.00	$ 29.95	13%	SEE ATTACH	$ 10.13	$ 19.13	$ 40.00	10%	60 days
Wig-Wag Flasher	$ 10.00	$ 14.00	$ 29.95	13%		$ 18.02	$ 14.63	$ 40.00	10%	60 days
Flash Light Charger	$ 5.00	$ 11.00	$ 29.95	13%		$ 5.62	$ 14.63	$ 40.00	10%	60 days
Push Bumpers	$ 15.00	$ 25.00	$ 29.95	13%		$ 16.33	$ 18.02	$ 40.00	10%	60 days
Center Console	$ 15.00	$ 25.00	$ 29.95	13%		$ 7.87	$ 18.02	$ 40.00	10%	60 days

NOTE: All services will be performed at the attached rate with a minimum invoice of one hour per invoice.

VSL INC.
3716 S. US HWY 281
EDINBURG, TX. 78539
(956) 383-6855
FAX (956) 380-1513

TO: HIDALGO COUNTY PURCHASING DEPARTMENT.

VSL INC WARRANTIES ALL REMOVAL AND INSTALLATIONS FOR 2 YEARS AGAINST DEFECTS ON OUR LABOR. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

VSL INC WARRANTIES OUR REPAIRS FOR ONE YEAR ON LABOR AND MANUFACTURER WARRANTIES ON PARTS. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

MARKUP PRICE IN REPAIR PARTS 13%.

VSL INC
VALENTIN CARDENAS

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Department Heads

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: August 25, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-163-08-19-SMA
HIDALGO COUNTY-"Repair, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the Tabulation Sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Friday, August 29, 2009 @ 10:00 a.m. to be able to present to Commissioner's Court on September 08, 2009. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. VSL	Better, Cheaper Prices & Better Warranties. Good Workmanship.
2. S TX Comm.	Bad Experiences with this Vendor's work
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 9-1100-421-00-291-001-0-432

Blanca I Sanchez Constable Pct. 1 8-26-09
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Department Heads

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: August 25, 2009

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. VSL	Better prices
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 41100-431-00-292-001-0-432

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Frank Sanchez	Constable Pct 2	8/27/09

Enclosures

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

Aug 28 09 03:28p p.2

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Department Heads

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: August 25, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-163-08-19-SMA
HIDALGO COUNTY-"Repair, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. VSL. INC.	PRICE / workmanship / WARRANTY
2.	
3. So. Tx. Comm. – Not Recommended due to price & poor work quality	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 9-1100-421-00-294-061-0-

AUTHORIZED SIGNATURE | PRINTED NAME: Joel Rivera | DEPARTMENT: Constable Pct. 4 | DATE: 8/25/09

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Department Heads

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: August 25, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-163-08-19-SMA
HIDALGO COUNTY-"Repair, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. USL LNC	prices are cheaper and the warranty is longer.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 9-1100-421-00-295-001-0-432

Daniel Marichalar Constable Pct. 5 8/26/09
AUTHORIZED SIGNATURE PRINTED NAME DEPARTMENT DATE

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: All Department Heads

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: August 25, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-163-08-19-SMA
HIDALGO COUNTY-"Repair, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. VSL	Cheaper prices, warranty is better and fast service.
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 9-1100-421-00-293-001-0-432

Horacio Sanchez | Horacio Sanchez | Constables office pct #3 | 8-27-09
AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
9-1100-421-00-291-001-0-432	CONSTABLE PCT.1-EQUIP&VEH R&M SRV	10,772.82	1,359.03	6,197.97	6,197.97	3,215.82	70.15
9-1100-421-00-292-001-0-432	CONSTABLE PCT.2-EQUIP&VEH R&M SRV	7,200.83	4,565.69	1,400.02	1,400.02	1,235.12	82.85
9-1100-421-00-293-001-0-432	CONSTABLE PCT.3-EQUIP&VEH R&M SRV	19,307.15	956.45	5,130.27	5,130.27	13,220.43	31.53
9-1100-421-00-294-001-0-432	CONSTABLE PCT.4-EQUIP&VEH R&M SRV	12,859.00	900.00	7,531.08	7,531.08	4,427.92	65.57
9-1100-421-00-294-007-0-432	CONST. PCT.4-CRTHSE SEC-EQUIP&VEH R&M SR	1,139.52	.00	.00	.00	1,139.52	.00
9-1100-421-00-295-001-0-432	CONSTABLE PCT.5-EQUIP&VEH R&M SRV	3,122.92	2,300.25	256.07	256.07	566.60	81.86

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-163-09-15

THIS CONTRACT is made and entered into this 15th day of **September, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **VSL, INC.** d/b/a **Video, Sound & Light, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Removal & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to within **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County**. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year**, commencing on **September 28, 2009** and expiring on **September 27, 2010** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of

such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano, 2nd Floor (Admin. Bldg) Edinburg, Texas 78539
If to Company:	VSL, INC. Attn: Valentin Cardenas, President or Diana Cardenas, Vice President 3716 South US Hwy 281 Edinburg, Texas 78539

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM
Atlas & Hall, LLP

By:_____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
VSL, INC.

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY

"Repairs, Removal & Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"
BID No. 2009-163-08-19-SMA

1. **Request for Bid Letter, consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A"- Specifications, consisting of __6__pages.**

4. **Exhibit "B"- Bid Form, consisting of__3__pages.**
   (Must be submitted with bid)

5. **Exhibit "C"- Insurance Requirements, consisting of ___5___ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__ pages.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of __7__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment, consisting of __2__ pages.**
   (Must be submitted with bid)

9. **Draft Service Contract, consisting of __9__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 3, 2009
Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 3, 2009

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids -**"Repairs, Removal & Installation of Mobile Radios, Computers and other Emergency Misc. Equipment"**
Bid No: 2009-163-08-19 -SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

Bid No: 2009-163-08-12-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"

BID OPENING DATE
AUGUST 19, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"** 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-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, AUGUST 19 , 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-2009-163-08-19-SMA-HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful bidder
        b) Name and address of receiving department or official
        c) Purchase Order Number (if any)
        d) Notation - **"HIDALGO COUNTY- REPAIR, REMOVAL AND INSTALLATION OF MOBILE RADIOS, COMPUTERS & OTHER EMERGENCY MISCELLANOUS EQUIPMENT"** 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
2802 S. BUSINESS HWY 281
Edinburg, Texas 78539
956-318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**AUGUST 19, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.

- 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
"REPAIR, REMOVAL & INSTALLTION OF MOBILE RADIOS, COMPUTERS AND OTHER EMERGENCY MISCELLANEOUS EQUIPMENT"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

EXHIBIT "A"

HIDALGO COUNTY

"Repair, Removal, & Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment"

Bid No.: 2009-163-08-19-SMA

SPECIFICATIONS

PROJECT OVERVIEW

Hidalgo County is seeking to contract with a qualified bidder to conduct all "Repairs, Removal and Installation of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment" **on an as needed basis**. But not limited to

SPECIFICATIONS, TERMS AND CONDITIONS:

1. The bid contract will be for mobile radios, computers & other miscellaneous equipment that is currently installed in, or will be installed on County vehicles. This bid will exclude repairs to base radio consoles, tower site repeaters or equipment, or specialty surveillance equipment.

2. The contract shall be for a period of one (1) year with the County's option to extend for an additional two (2) one year terms under the same rates, terms and conditions. The new contract will not take effect until the last day of the existing contract.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for new contract term.

4. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

5. Vendors submitting bid should be currently performing repairs, removals and installations for other law enforcement and emergency response agencies.

6. Vendor(s) must use only certified service technicians in performing repairs, installations and/or removals (proof of certification must be submitted with packet).

7. Vendor(s) shall have a covered working area to protect vehicles and equipment against inclement weather and ample space to store property being repaired, removed and/or installed while conducting repairs, installations and removals.

8. Vendor(s) shall be able to refurbish and/or repair any and all non-working overhead light bars, radios, sirens, and emergency miscellaneous equipment unless equipment is beyond repair.

9. Vendor(s) must be able to complete a vehicle installation in two (2) working days and a removal in one (1) working day.

10. Vendor(s) must be able to work on multiple vehicles at one time.

11. Vendor(s) must have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather condition.

12. Vendor(s) must have a service facility to be able to complete work specified located in Hidalgo County and have ample space to store property being repaired, removed and/or installed and the ability to tract and document the storage of property.

13. Vendor must have an area to keep vehicles secured for overnight and weekends.

14. Vendor must guarantee work performed.

15. **Vendors must be able to come and conduct repairs, installations and removals at any of the departments' locations on an emergency basis**. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call within this bid.

16. Vendor must be able to pickup and/or deliver vehicles to and from any Hidalgo County department upon request and only when necessary.

17. If a unit price or extension already entered is to be altered, it shall be crossed out and initialed in ink by the BIDDER.

18. All charges for repairs, removals and installations' shall be included in the bid price. Unless other-wise stated

19. Equipment used can change on a day-to-day basis depending on new product lines available. The enclosed list does not limit the scope of repairs to those items only. The repairs will be for anything installed or assigned to a County unit, both marked and unmarked, that is considered emergency equipment. Other miscellaneous equipment includes flashlight chargers, additional power sources, shotgun racks and vehicle floor mounting brackets.

20. Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. Incomplete submittals shall be considered a probable cause for disqualification.

21. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.

22. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.

23. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

QUALIFICATIONS/REQUIREMENTS:

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.

2. Vendor must have a service facility within Hidalgo County where all work will be performed.

3. A list of a minimum of four (4) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid for qualification. Information should include, but not limited to the following:
   a) Company
   b) Contact Person
   c) Phone Number
   d) Work Performed
   e) Contract Term

4. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

PART I- REPAIRS

REPAIRS on Mobile two-way Radios, Portable (handheld) two-way radios, Computers and Other Emergency Miscellaneous Equipment installed in Hidalgo County vehicles. (to exclude Sheriff's Office)

Hidalgo County has the following equipment installed in its vehicles.

RADIOS	LIGHTBARS	OTHER MISC. ITEMS
Motorola Syntor X	Code 3 Excalibar Package	Sho-Me Grille Lights
Motorola Syntor 9000	Whelen Edge 9004 SL	Whelen Strobes
Motorola Maxtrac	Federal Signal Jet Sonic	Whelen Cen Com Gold
Motorola Radias Line Radios	Federal Signal Jet Stream	Whelen siren with PA 295SL100
Vertex Line Radios	Whelen Lightbar 500 Series/Liberty Light Bar LED	Whelen Siren Control Head Model 1295 HFRSA
Motorola Astro Spectra Radio	Federal Signal Corp Aero Dynic	Code Three
Motorola XTL 1500 Astro	Federal Signal Corp Street Hawk	Motorola Antennas for Radios
Jensen Line Radios	Code 3 MX 7000	Galls Wig Wag Flashers
Midland Line Radios		Galls Strobe Power Supplies
EF Johnson/Johnson Line Radios		Push Bumpers
SP-130 Scanning Radio		LED flashing lights (various models)
QPA-Dual Slot Charger		
Ma-Comm Line Radios (mobile & portable)		

PART II- REMOVAL

REMOVAL of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to remove compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

  Below is a list of the radios currently installed in our County vehicles.

  1. Motorola Syntor (X, 9000, Etc.)
  2. Motorola Maxtrac
  3. Johnson Line Radios
  4. EF Johnson Line Radios
  5. Vertex Line Radios
  6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
  7. Jensen Line Radios
  8. Midland Line Radios
  9. Sp-130 Scanning Radio
  10. QPA-1125 Dual Slot Charger

- **ANTENNAS:** (to include disguise antennas)

- **SIRENS:** **12 volt sirens, to include but not limited to siren speakers mounted under the grill**

- **LIGHTS & LIGHTBARS:** (to include power cable and control panels)
  - **GRILLE LIGHTS:** (halogen, led or strobe)
  - **REAR DECK LIGHTS:** (halogen, led or strobe)
  - **DASH LIGHTS:** (Either mounted on dash or roof area near sun visor)
  - **STROBE OR LED LIGHT INSERTS By Pairs, Front or Back**
  - **HALOGEN LIGHT INSERTS By Pairs Front or Back**
  - **FUSE PANEL**
  - **STROBE POWER SUPPLIES**
  - **INTERIOR MOUNTED DIRECTIONAL LIGHT BARS**
  - **WIG-WAG FLASHER**

- **OTHER**
  - **PRISONER CAGES**
  - **SHOTGUN/ RIFLE RACK** (floor or ceiling mounted)
  - **SHOTGUN/ RIFLE RACK** (trunk lid mounted non-electrical)
  - **FLASHLIGHT CHARGER**
  - **PUSH BUMPERS**
  - **CENTER CONSOLE**
  - **VIDEO CAMERA SYSTEM**
  - **RADARS WITH ANTENNAS**
  - **MOBILE DATA COMPUTERS AND STANDS WITH POWER SUPPLY**

PART III- INSTALLATION

INSTALLATION of Mobile Radios, Computers and Other Emergency Miscellaneous Equipment in Hidalgo County vehicles. (to exclude Sheriff's Office)

- **RADIO:** The departments use a variety of radios. Some radios are easier to install compared to the others. The interested vendor must give the price per radio and all radios must include the power cables and interfaces.

1. Motorola Syntor (X, 9000, Etc.)
2. Motorola Maxtrac
3. Johnson Line Radios
4. EF Johnson Line Radios
5. Vertex Line Radios
6. Motorola Radius Line Radios (GM 300, M 120, M 1225 Etc.)
7. Jensen Line Radios
8. Midland Line Radios
9. Sp-130 Scanning Radio
10. QPA-1125 Dual Slot Charger
11. **MaComm Brand Radios**

- **ANTENNAS:** (to include disguised antennas)
- **SIRENS: 12 volt sirens, grill mounted, light bar mounted, and disguised mounted**
  - **SIREN SPEAKERS PUSH BAR MOUNTED**
  - **SIREN SPEAKERS CONCEALED MOUNTED**
- **LIGHTBAR:** To include interface cables to console and include the installation and interface with switch panels.
  - **CODE 3 EXCALIBAR PACKAGE** (with interface box and switch)
  - **WHELEN EDGE 9004 SL** (with interface box and switch)
  - **FEDERAL SIGNAL JET SONIC**
  - **FEDERAL SIGNAL JET STREAM**
  - **DIRECTIONAL LIGHTBAR** (Federal Signal, Code Three)
  - **HALOGEN OR LED GRILL LIGHTS** (to include flasher and interface with the switch panel)
  - **STROBE GRILL LIGHTS** (to include interface with strobe power supply)
  - **HALOGEN OR LED REAR DECK LIGHTS** (to include flasher and interface with the switch panel)
  - **STROBE REAR DECK LIGHTS** (to include interface with strobe power supply)
  - **DASH LIGHTS** (to include strobe, halogen or LED, either mounted on dash or roof area near sun visor to include interface with switch panel)
  - **STROBE LIGHT INSERTS by Pairs, Front or Back** (to include interface with the strobe power supply)
  - **HALOGEN OR LED LIGHT INSERTS by Pairs Front or Back** (to include flasher and interface with switch panel)
  - **FUSE PANEL**
  - **STROBE POWER SUPPLY** (to include interface to switch panel)
  - **WIG-WAY FLASHER** (to include interface with switch panel)
- **OTHER**
  - **PRISONER CAGES** (to include lower extension and side panels)
  - **SHOTGUN/ RIFLE RACK FLOOR MOUNT** (interface with the switch panel and lock timers available)
  - **SHOTGUN/ RIFLE RACK OVERHEAD MOUNT** (interface with the switch panel and lock timers if available)
  - **SHOTGUN/ RIFLE RACK TRUNK LID MOUNT** (non-electrical)
  - **FLASHLIGHT CHARGER**
  - **PUSH BUMPER**
  - **CENTER CONSOLE**
  - **WIG-WAG FLASHER**
  - **VIDEO CAMERA SYSTEM**
  - **RADARS WITH ANTENNAS**

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. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN WEDNESDAY, AUGUST 12, 2009 BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later than FRIDAY, AUGUST 14, 2009 BY 5:00 P.M.**

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
RADIOS					
Motorola Syntor (X, 9000, Etc)	$	$	$	$	
Motorola Maxtrac	$	$	$	$	
Johnson Line Radios	$	$	$	$	
EF Johnson Line Radios	$	$	$	$	
Vertex Line Radios	$	$	$	$	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$	$	$	$	
Jensen Line Radios	$	$	$	$	
Midland Line Radios	$	$	$	$	
Sp-130 Scanning Radio	$	$	$	$	
Antennas	$	$	$	$	
Ma-Comm Line Radios (mobile & portable)	$	$	$	$	
LIGHT BAR					
Code 3 Excalibur Package	$	$	$	$	
Whelen Edge 9004 SI	$	$	$	$	
Federal Signal Jet Sonic	$	$	$	$	
Federal Signal Jet Stream	$	$	$	$	
Directional Light Bar	$	$	$	$	
SIRENS					
12 Volt Sirens	$	$	$	$	
Siren Speakers Push Bar Mounted	$	$	$	$	
Siren Speakers Concealed Mounted	$	$	$	$	
Siren with PA (295SL100)	$	$	$	$	
Siren Control Head (model #1295HFRSA)	$	$	$	$	
Undercover Siren with position switch	$	$	$	$	
OTHER MISC. ITEMS					
Video Camera System	$	$	$	$	
Radars with Antennas	$	$	$	$	
Mobile Data Computers & stands with power supply	$	$	$	$	
QPA-1125 Dual Slot Charger	$	$	$	$	
Grille Lights (Halogen, LED or Strobe)	$	$	$	$	
Rear Deck Lights	$	$	$	$	
Dash Lights	$	$	$	$	
Prisoner Cages	$	$	$	$	
Shotgun/Rifle Rack (all mounts & types)	$	$	$	$	
LED Lights	$	$	$	$	
Grille Lights (Halogen, LED or Strobe)	$	$	$	$	
LED Dash Lights	$	$	$	$	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$	$	$	$	
Fuse Panel	$	$	$	$	
Strobe Power Supplies	$	$	$	$	
Wig-Wag Flasher	$	$	$	$	
Flash Light Charger	$	$	$	$	
Push Bumpers	$	$	$	$	
Center Console	$	$	$	$	

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt — Black American — Native American; Less than 250,000 annual gross receipt — Hispanic American — Women; Less than 499,000 annual gross receipt — Asian Pacific American — Other; More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** Yes No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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,

(THIS PAGE MUST BE SUBMITTED WITH BID)

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

ITEMS	REMOVAL PRICE	INSTALLATION PRICE	REPAIR PRICE (PER HOUR)	MARK UP RATE WITH PARTS	LIST ALL WARRANTIES
RADIOS					
Motorola Syntor (X, 9000, Etc)	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
Motorola Maxtrac	$ 10.50	$ 21.00	$ 29.95	$ 13 %	See
Johnson Line Radios	$ 10.50	$ 21.00	$ 29.95	$ 13 %	Attach.
EF Johnson Line Radios	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
Vertex Line Radios	$ 10.50	$ 21.00	$ 29.95	$ 13 %	
Motorola Radius Line Radios (GM 300, M120, M1225 etc.)	$ 10.50	$ 21.00	$ 29.95	$ 13 %	
Jensen Line Radios	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
Midland Line Radios	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
Sp-130 Scanning Radio	$ 0.01	$ 0.01	$ 29.95	$ 13 %	
Antennas	$ 7.00	$ 13.00	$ 29.95	$ 13 %	
Ma-Comm Line Radios (mobile & portable)	$ 21.50	$ 40.00	$ 29.95	$ 13 %	
LIGHT BAR					
Code 3 Excalibur Package	$ 19.50	$ 55.00	$ 29.95	$ 13 %	
Whelen Edge 9004 SL	$ 19.50	$ 55.00	$ 29.95	$ 13 %	See
Federal Signal Jet Sonic	$ 19.50	$ 55.00	$ 29.95	$ 13 %	Attach
Federal Signal Jet Stream	$ 19.55	$ 55.00	$ 29.95	$ 13 %	
Directional Light Bar	$ 15.00	$ 25.00	$ 29.95	$ 13 %	
SIRENS					
12 Volt Sirens	$ 13.00	$ 25.00	$ 29.95	$ 13 %	
Siren Speakers Push Bar Mounted	$ 12.00	$ 18.00	$ 29.95	$ 13 %	
Siren Speakers Concealed Mounted	$ 12.00	$ 18.00	$ 29.95	$ 13 %	See
Siren with PA (295SL100)	$ 15.00	$ 30.00	$ 29.95	$ 13 %	Attach
Siren Control Head (model #1295HFRSA)	$ 15.00	$ 30.00	$ 29.95	$ 13 %	
Undercover Siren with position switch	$ 13.00	$ 25.00	$ 29.95	$ 13 %	
OTHER MISC. ITEMS					
Video Camera System	$ 18.00	$ 89.00	$ 29.95	$ 13 %	
Radars with Antennas	$ 15.00	$ 60.00	$ 29.95	$ 13 %	
Mobile Data Computers & stands with power supply	$ 30.00	$ 95.00	$ 29.95	$ 13 %	See
QPA-1125 Dual Slot Charger	$ 0.01	$ 0.01	$ 29.95	$ 13 %	Attach.
Grille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
Rear Deck Lights	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
Dash Lights	$ 7.00	$ 16.00	$ 29.95	$ 13 %	
Prisoner Cages	$ 15.00	$ 29.00	$ 29.95	$ 13 %	
Shotgun/Rifle Rack (all mounts & types)	$ 9.00	$ 18.00	$ 29.95	$ 13 %	
LED Lights	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
Grille Lights (Halogen, LED or Strobe)	$ 11.00	$ 25.00	$ 29.95	$ 13 %	
LED Dash Lights	$ 11.00	$ 20.00	$ 29.95	$ 13 %	
Light Inserts by Pairs, Front or Back (Halogen, LED or Strobe)	$ 10.00	$ 20.00	$ 29.95	$ 13 %	OPENED
Fuse Panel	$ 10.00	$ 19.00	$ 29.95	$ 13 %	
Strobe Power Supplies	$ 10.00	$ 16.00	$ 29.95	$ 13 %	9:46 am
Wig-Wag Flasher	$ 10.00	$ 14.00	$ 29.95	$ 13 %	
Flash Light Charger	$ 5.00	$ 11.00	$ 29.95	$ 13 %	8-19-08
Push Bumpers	$ 15.00	$ 25.00	$ 29.95	$ 13 %	
Center Console	$ 15.00	$ 25.00	$ 29.95	$ 13 %	Witnessed

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID FORM

HIDALGO COUNTY

"Repairs, Removal and Installation of Mobile Radios, Computers & Other Emergency Miscellaneous Equipment"

BID NO. 2008-163-08-19-SMA

BIDDER /COMPANY'S NAME: VSL INC

ADDRESS: 3716 S. US Hwy 281

CITY/STATE/ZIP CODE: Edinburg TX 78539.

PHONE NUMBER/: 956 383 6855

CELLULAR NUMBER: 956 239 6855

FAX NUMBER: 956 380 1513.

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: VSLINC@AOL.COM.

PRINTED NAME: VALENTIN A CARDENAS.

TITLE: V. PRESIDENT.

DATE: 08/18/09.

(THIS PAGE MUST BE SUBMITTED WITH BID)

VSL INC.
3716 S. US HWY 281
EDINBURG, TX. 78539
(956) 383-6855
FAX (956) 380-1513

TO: HIDALGO COUNTY PURCHASING DEPARTMENT.

VSL INC WARRANTIES ALL REMOVAL AND INSTALLATIONS FOR 2 YEARS AGAINST DEFECTS ON OUR LABOR. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

VSL INC WARRANTIES OUR REPAIRS FOR ONE YEAR ON LABOR AND MANUFACTURER WARRANTIES ON PARTS. OUR WARRANTIE DOES NOT EXTEND TO THIRD PARTY INVOLMENT AND ANY FORCE OF NATURE AND ACTS OF GOD.

MARKUP PRICE IN REPAIR PARTS 13%.

VSL INC
VALENTIN CARDENAS

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/2009

PRODUCER 512.451.6551 FAX 512.454.0183
Central Insurance Agency, Inc.
6000 N. Lamar Blvd
Austin, TX 78752

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 VSL, Inc
DBA: Video, Sound & Lights
3716 S US HWY 281
EDINBURG, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: First National Ins Co of Am	24724
INSURER B: Progressive County Mutual	29203
INSURER C: Texas Mutual Insurance Company	055
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: [X] POLICY [ ] PRO-JECT [ ] LOC	25CC25267310	12/20/2008	12/20/2009	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 $ 200,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	06117138-1	12/20/2008	12/20/2009	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? Y / N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	SBP-0001186743 20071221	12/21/2008	12/21/2009	[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

CERTIFICATE HOLDER

BID ONLY
THIS CERTIFICATE TO BE REPLACED WITH
CERTIFICATE HOLDER'S NAME AND ADDRESS
WHEN THE BID IS ACCEPTED

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 00 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

SIGNATURE INTENTIONALLY LEFT BLANK

ACORD 25 (2009/01)

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AI-17436 **23.B.1.**

Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W-Pct. 1

CC REGULAR

Date:	09/15/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Requesting approval of the following with contracted vendor, Closner Construction Company. in connection with the construction of "Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W" with contract #C-08-320B-01-20-PO #619358 as submitted/certified by project engineer, Dos Logistics Inc.;

a. Final Pay Application-$31,753.65;
b. Retainage Fee-$22,900.55;
c. Substantial Completion with date of July 25, 2009;
d. Certificate Of Construction Completion with date of September 2, 2009

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-055-0-733

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

BUDGETARY IMPACT:

Amount available in PO# 619358 $33,424.90 as of 9/11/09 for Closner Construction Co. Note: $1,671.25 will be paid from this PO as it relates to the retainage payable. Total contract amount $458,010.90. Work has been completed as certified by engineer.

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-206-00-000-001-0-000

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

BUDGETARY IMPACT:

Amount available as of 9/10/09 $21,229.30 for Closner Construction retainage payable. Note: Total retainage fee is in the amount of $22,900.55 of which $1,671.25 will be paid out of PO#619358. Work has been completed as certified by engineer.

Attachments

Link: Final Pay Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Purchasing Department	Marty Salazar	09/10/2009 04:12 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 04:41 PM	APRV
3	Erika Zamora	Erika Zamora	09/11/2009 09:30 AM	APRV
4	Ivan Cantu	Ivan Cantu	09/11/2009 09:33 AM	APRV
5	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Vangie Garcia

Started On: 09/10/2009 03:03 PM

Final Approval Date: 09/11/2009

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

September 8, 2009

Mr. Noe Montez
Hidalgo County Precinct #1
1902 Joe Stevens Ave.
Weslaco, Texas 78596

Re: ***Hidalgo County Precinct # 1***
Bid No. 2008-320B-01-20
"Culvert Crossing & Drainage Improvements Project Mile 13 North & Mile 6 West"

Mr. Montez

Please find attached the Certificate of Completion, Final Application and Release of Retainage from Closner Construction Co. L.C., for the reference project for your review and approval.

Also, please note that a final Walk-Through Inspection was done, on Wednesday, September 2, 2009 at 11:00 am, and all work was performed according to plans and specifications.

Your cooperation with this matter is greatly appreciated. Should you have any questions or need additional information please call me at, 956.968.8800.

Sincerely,

Jose G. Reyes, P.E.
Project Manager

212 W. 3rd Street, Weslaco, Texas 78596 ♦ Phone: 956.968.8800 ♦ Fax: 956.447.8194
www.doslogistics.com

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576

Work Completed
From: June 22, 2009
To: July 25, 2009
Date: July 25, 2009

Final Pay Application

Culvert Crossing & Drainage Imp.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
	Roadway Improvements						
A1	7"Flexible Base (New)(TYD GR3)	1,326	CY	$ 23.15	$ 30,696.90	1326	$ 30,696.90
A2	6"Lime Treated Subgrade(6%Lime)	6,821	SY	$ 5.75	$ 39,220.75	6821	$ 39,220.75
A3	Salvage Caliche	934	CY	$ 1.50	$ 1,401.00	934	$ 1,401.00
A4	Hydromulch Seeding	1,895	SY	$ 2.50	$ 4,737.50	1895	$ 4,737.50
A5	Signs	3	EA	$ 425.00	$ 1,275.00	3	$ 1,275.00
A6	Traffic Controll	1	LS	$ 3,700.00	$ 3,700.00	1	$ 3,700.00
A7	Gavel Bedding	300	CY	$ 36.00	$ 10,800.00	300	$ 10,800.00
A8	Cement Stabilized Sand/ 846 tons +-	596	CY	$ 48.00	$ 28,608.00	596	$ 28,608.00
A9	Select Backfill	1,478	CY	$ 11.45	$ 16,923.10	1478	$ 16,923.10
	Total Roadway Improvements				**$ 137,362.25**		**$ 137,362.25**
	Storm Water Improvements						
B1	30"Polyme Coated Corrugated Metal Pipe(M246)	142	LF	$ 112.85	$ 16,024.70	142	$ 16,024.70
B2	36" Polymer Coarted Corrugated Metal Pipe (M246)	70	LF	$ 135.22	$ 9,465.40	70	$ 9,465.40
B3	60" Reinforced Concrete Pipe Class III Rubber Gasket	126	LF	$ 208.15	$ 26,226.90	126	$ 26,226.90
B4	24" A.D.S. Pipe	826	LF	$ 33.00	$ 27,258.00	826	$ 27,258.00
B5	30" A.D.S.	47	LF	$ 45.25	$ 2,126.75	47	$ 2,126.75
B6	18" R.C.P.	10	LF	$ 29.00	$ 290.00	10	$ 290.00
B7	2'x3' Road & Hwy. Structure	7	EA	$ 1,750.00	$ 12,250.00	7	$ 12,250.00
B8	Concrete Headwall (24")	3	EA	$ 975.00	$ 2,925.00	3	$ 2,925.00
B9	Concrete Collar (18")	1	EA	$ 625.00	$ 625.00	1	$ 625.00
B10	24" Flap Gate Valve	2	EA	$ 2,300.00	$ 4,600.00	2	$ 4,600.00
B11	30" Flap Gate Valve	1	EA	$ 2,900.00	$ 2,900.00	1	$ 2,900.00
B12	Silt Fence for Storm Water Polluton Prevention	4,240	LF	$ 2.50	$ 10,600.00	4240	$ 10,600.00
B13	Conc. Rip-Rap Slope Protection	325	CY	$ 300.00	$ 97,500.00	325	$ 97,500.00
B14	Trench Safety for Stormwater	1	LS	$ 10,000.00	$ 10,000.00	1	$ 10,000.00
B15	Channel Excavation for regarading Ditch	900	LF	$ 35.00	$ 31,500.00	900	$ 31,500.00
B16	RCP Demo & Removal	200	LF	$ 15.00	$ 3,000.00	200	$ 3,000.00
B17	Exist. Fence Removal	575	LF	$ 6.00	$ 3,450.00	575	$ 3,450.00
B18	Exist. Fence Remove/Replace	75	LF	$ 25.00	$ 1,875.00	75	$ 1,875.00
B19	Metal Beam Guard Fence	300	LF	$ 37.50	$ 11,250.00	300	$ 11,250.00
B20	Bypass System	1	LS	$ 20,000.00	$ 20,000.00	1	$ 20,000.00
B21	Ditch Clearing	2,200	LF	$ 10.00	$ 22,000.00	2200	$ 22,000.00
	Total Strom Water Improvements				**$ 315,866.75**		**$ 315,866.75**
	Total Amount of Project				$ 453,229.00		$ 453,229.00

Change Order #1

Roadway

A1	7" Flex Base (New)(TYD GR3)	178.00	CY	$ 23.15	$ 4,120.70	$ 178.00	$ 4,120.70
A7	Gravel Bedding	-85.00	CY	$ 36.00	$ (3,060.00)	$ (85.00)	$ (3,060.00)
A8	Cement Stabilized Sand	-296.00	CY	$ 48.00	$ (14,208.00)	$ (296.00)	$ (14,208.00)
	Lime for Caliche	6,821.00	SY	$ 2.70	$ 18,416.70	$ 6,821.00	$ 18,416.70
	Total				$ 5,269.40		**$ 5,269.40**

Drainage

B10	24" Flap Gate Valve	-2	EA	$ 2,300.00	$ (4,600.00)	$ (2.00)	$ (4,600.00)
B11	30" Flap Gate Valve	2	EA	$ 2,900.00	$ 5,800.00	$ 2.00	$ 5,800.00
B12	Silt Fence for Storm Water Pollution Prevention	-3,390	LF	$ 2.50	$ (8,475.00)	$ (3,390.00)	$ (8,475.00)
B19	Metal Beam Guard Fence	181	LF	$ 37.50	$ 6,787.50	181	$ 6,787.50
	Total				$ (487.50)		**$ (487.50)**

Contract Amount	$ 453,229.00
Change Orders	$ 4,781.90
Adjusted Contract Amount	$ 458,010.90
Completed to Date	$ 458,010.90
Less 5% Retainage	$ 22,900.55
Less Previous Pymt	$ 403,356.71
Total Due this Invoice	$ 31,753.65

Closner Construction
Jaime Closner

INVOICE RECEIVED BY
N.O.E. Morfer on 9/10/09
GOODS/SERVICES RECEIVED BY:
TRAVIS on 9/10/09
AM NM

NM

9-1339-431-00-121-055-0-733
PO 619358

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576

Work Completed
From: June 22, 2009
To: July 25, 2009
Date: July 25, 2009

Retainage

Culvert Crossing & Drainage Imp.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
	Roadway Improvements						
A1	7"Flexible Base (New)(TYD GR3)	1,326	CY	$ 23.15	$ 30,696.90	1326	$ 30,696.90
A2	6"Lime Treated Subgrade(6%Lime)	6,821	SY	$ 5.75	$ 39,220.75	6821	$ 39,220.75
A3	Salvage Caliche	934	CY	$ 1.50	$ 1,401.00	934	$ 1,401.00
A4	Hydromulch Seeding	1,895	SY	$ 2.50	$ 4,737.50	1895	$ 4,737.50
A5	Signs	3	EA	$ 425.00	$ 1,275.00	3	$ 1,275.00
A6	Traffic Controll	1	LS	$ 3,700.00	$ 3,700.00	1	$ 3,700.00
A7	Gavel Bedding	300	CY	$ 36.00	$ 10,800.00	300	$ 10,800.00
A8	Cement Stabilized Sand/ 846 tons +-	596	CY	$ 48.00	$ 28,608.00	596	$ 28,608.00
A9	Select Backfill	1,478	CY	$ 11.45	$ 16,923.10	1478	$ 16,923.10
	Total Roadway Improvements				**$ 137,362.25**		**$ 137,362.25**
	Storm Water Improvements						
B1	30"Polyme Coated Corrugated Metal Pipe(M246)	142	LF	$ 112.85	$ 16,024.70	142	$ 16,024.70
B2	36" Polymer Coarted Corrugated Metal Pipe (M246)	70	LF	$ 135.22	$ 9,465.40	70	$ 9,465.40
B3	60" Reinforced Concrete Pipe Class III Rubber Gasket	126	LF	$ 208.15	$ 26,226.90	126	$ 26,226.90
B4	24" A.D.S. Pipe	826	LF	$ 33.00	$ 27,258.00	826	$ 27,258.00
B5	30" A.D.S.	47	LF	$ 45.25	$ 2,126.75	47	$ 2,126.75
B6	18" R.C.P.	10	LF	$ 29.00	$ 290.00	10	$ 290.00
B7	2'x3' Road & Hwy. Structure	7	EA	$ 1,750.00	$ 12,250.00	7	$ 12,250.00
B8	Concrete Headwall (24")	3	EA	$ 975.00	$ 2,925.00	3	$ 2,925.00
B9	Concrete Collar (18")	1	EA	$ 625.00	$ 625.00	1	$ 625.00
B10	24" Flap Gate Valve	2	EA	$ 2,300.00	$ 4,600.00	2	$ 4,600.00
B11	30" Flap Gate Valve	1	EA	$ 2,900.00	$ 2,900.00	1	$ 2,900.00
B12	Silt Fence for Storm Water Polluton Prevention	4,240	LF	$ 2.50	$ 10,600.00	4240	$ 10,600.00
B13	Conc. Rip-Rap Slope Protection	325	CY	$ 300.00	$ 97,500.00	325	$ 97,500.00
B14	Trench Safety for Stormwater	1	LS	$ 10,000.00	$ 10,000.00	1	$ 10,000.00
B15	Channel Excavation for regarading Ditch	900	LF	$ 35.00	$ 31,500.00	900	$ 31,500.00
B16	RCP Demo & Removal	200	LF	$ 15.00	$ 3,000.00	200	$ 3,000.00
B17	Exist. Fence Removal	575	LF	$ 6.00	$ 3,450.00	575	$ 3,450.00
B18	Exist. Fence Remove/Replace	75	LF	$ 25.00	$ 1,875.00	75	$ 1,875.00
B19	Metal Beam Guard Fence	300	LF	$ 37.50	$ 11,250.00	300	$ 11,250.00
B20	Bypass System	1	LS	$ 20,000.00	$ 20,000.00	1	$ 20,000.00
B21	Ditch Clearing	2,200	LF	$ 10.00	$ 22,000.00	2200	$ 22,000.00
	Total Strom Water Improvements				**$ 315,866.75**		**$ 315,866.75**
	Total Amount of Project				$ 453,229.00		$ 453,229.00

Change Order #1

Roadway

A1	7" Flex Base (New)(TYD GR3)	178.00	CY	$ 23.15	$ 4,120.70	$ 178.00	$ 4,120.70
A7	Gravel Bedding	-85.00	CY	$ 36.00	$ (3,060.00)	$ (85.00)	$ (3,060.00)
A8	Cement Stabilized Sand	-296.00	CY	$ 48.00	$ (14,208.00)	$ (296.00)	$ (14,208.00)
	Lime for Caliche	6,821.00	SY	$ 2.70	$ 18,416.70	$ 6,821.00	$ 18,416.70
	Total				$ 5,269.40		**$ 5,269.40**

Drainage

B10	24" Flap Gate Valve	-2	EA	$ 2,300.00	$ (4,600.00)	$ (2.00)	$ (4,600.00)
B11	30" Flap Gate Valve	2	EA	$ 2,900.00	$ 5,800.00	$ 2.00	$ 5,800.00
B12	Silt Fence for Storm Water Pollution Prevention	-3,390	LF	$ 2.50	$ (8,475.00)	$ (3,390.00)	$ (8,475.00)
B19	Metal Beam Guard Fence	181	LF	$ 37.50	$ 6,787.50	181	$ 6,787.50
	Total				$ (487.50)		**$ (487.50)**

Contract Amount	$ 453,229.00
Change Orders	$ 4,781.90
Adjusted Contract Amount	$ 458,010.90
Completed to Date	$ 458,010.90
Less 5% Retainage	
Less Previous Pymt	$ 435,110.35
Total Due this Invoice	$ 22,900.55

Closner Construction
Jaime Closner

INVOICE RECEIVED BY
Noe Montes on 9/10/09
GOODS/SERVICES RECEIVED BY:
PR Aide on 9/10/09

9-1339-431-00-121-055-0-733
P.O. 619358

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2ND DAY OF SEPTEMBER A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: January 20, 2009
OWNER: Hidalgo County, Precinct # 1
CONSTRUCTION CONTRACTOR: Closner Construction Co., L.C.
OF THE CITY OF La Feria STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: Culvert Crossing & Drainage Improvement Project Mile 13 & Mile 6 West

CONTRACT NO: C-2008-320B-01-20
Located in or near the City/Precinct Of Weslaco, Texas

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 $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$453,229.00
Present Amount of Contract	$458,010.90
Total Amount of earned to Date	$458,010.90
Less: previous payments	$435,110.35
Balance	$22,900.55
Authorized deductions	$0.00
AMOUNTY OF FINAL PAYMENT	$22,900.55

Exhibit E-M

6. That the final payment in the amount of **$22, 900.55** is now due and payable.

Engineer's Signature

CONCURRED BY:

Contractor's Name

By: Jaime Closner

Title: President

CONCURRED BY:

City/Precinct

By: _____

Title: _____

Exhibit E-M

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



To: Jose G. Reyes
Project: Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W
Date: July 29, 2009

SUBSTANTIAL COMPLETION

This is to certify that substantial completion has been achieved on the "Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W." We have completed all of the roadway improvements and storm water improvements contained in the scope of work. This has been completed as of July 25, 2009. Please accept this letter as our cutoff date as stated. Feel free to call me with any questions you might have.

Sincerely,

David Lopez

David Lopez
Closner Construction Co. L.C.
2809 W. Exp 83
La Feria, TX 78559
956-797-0546
956-797-0576 Fax

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008

NAME OF CONTRACTOR [ ] OR SUBCONTRACTOR [X]: CLOSNER CONSTRUCTION

ADDRESS: P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL No.: 13

FOR WEEK ENDING: 06/21/09

PROJECT AND LOCATION: V5023-Culvert Crossing Weslaco

PROJECT/CONTRACT NO.:

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Mon 6/15	Tue 6/16	Wed 6/17	Thu 6/18	Fri 6/19	Sat 6/20	Sun 6/21	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
ALANIZ, LUIS R 3403 JINEBRA DR. PHARR, TX 78577 558-13-0578	M-0	PIPELAYER	OT	0	0	0	0	5	0	0	5	$ 12.98	$ 588.23	$ 14.00	$ 10.85	$ 46.39	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 71.24	$ 677.02
			ST	9	9.5	0	9	3	0	0	30.5	$ 8.65	$748.26							
GONZALEZ GARCIA, HORACIO 313 E. THELMA ST. S UAN, TX 78589 4 7-7130	M-0	MOTOR GRADER OPERATOR	OT	0	0	0	0	7.5	0	0	7.5	$ 19.88	$ 804.98	$ 98.00	$ 19.84	$ 84.82	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 202.66	$1,165.41
			ST	10	9.5	9.5	10	1	0	0	40	$ 13.25	$1,368.07							
GUERRERO, ERNESTO 302 SALLY SAN JUAN, TX 78589 451-97-8635	M-0	BACKHOE OPERATOR	OT										$ -	$ -	$ -	$ -	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ -	$ -
			ST	0	0	0	9.5	8	0	0	17.5	$ -	$-							
GUTIERREZ, DANIEL 2302 CHAMPION DONNA, TX 78537 455-02-8184	M-2	PIPELAYER	OT	0	0	0	0	5	0	0	5	$ 13.50	$ 697.50	$ -	$ 11.29	$ 48.27	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 59.56	$ 718.94
			ST	9	9.5	9.5	9	3	0	0	40	$ 9.00	$778.50							
MEZA, JR., GABRIEL 7617 LA FE DRIVE MISSION, TX 78574 640-07-1634	M-1	LABORER	OT										$ 392.19	$ -	$ 7.57	$ 32.35	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 39.92	$ 481.77
			ST	9	0	0	9	8	0	0	26	$ 7.69	$521.69							
MOLINA, ESTEBAN 1421 SCOTTY ST. SAN JUAN, TX 78539 457-63-4301	M-0	FRONT END LOADER	OT	0	0	0	0	5	0	0	5	$ 12.92	$ 667.30	$ 64.00	$ 10.78	$ 46.11	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 120.89	$ 622.91
			ST	9	9.5	9.5	9	3	0	0	40	$ 8.61	$743.80							
MOLINA, JR., MATIAS P.O. BOX 2713 SAN JUAN, TX 78589 7 46-4139	M-0	BACKHOE OPERATOR	OT	0	0	0	0	7.5	0	0	7.5	$ 18.00	$ 999.00	$ 61.00	$ 16.27	$ 69.57	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 146.84	$ 975.16
			ST	9.5	10	10	9.5	1	0	0	40	$ 12.00	$1,122.00							
ERO ROBLEDO, FRANCISCO J. 402 CHEROKEE LN ALAMO, TX 78516 636-86-4598	M-3	BACKHOE OPERATOR	OT	0	0	0	0	0	5	0	5	$ 16.25	$ 81.25	$ 27.00	$ 18.81	$ 80.42	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 126.23	$1,170.80
			ST										$1,297.03							
SALINAS, GERARDO 902 PAISANO DR. SAN JUAN, TX 78589 451-31-3540	M-1	WATER TRUCK DRIVER	OT	0	0	0	0	5	0	0	5	$ 13.79	$ 519.26	$ 25.00	$ 12.37	$ 52.88	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 90.25	$ 762.64
			ST	9.5	9	9	9.5	3	0	0	40	$ 9.19	$852.89							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#2 Union Dues
#3 Medical
#4 Garnishments

Date: **07/24/2009**

I, **CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Weslaco V5023-Culvert Crossing Weslaco** ; that during the payroll period commencing on the **15** day of **June, 2009**, and ending the **21** day of **June, 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 **CLOSNER CONSTRUCTION** from the full weekly 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 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR	Caroline C Romero

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.

Revised December 2008, Expires 12/31/2011.

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008

NAME OF CONTRACTOR ☐ OR SUBCONTRACTOR ☒ CLOSNER CONSTRUCTION

ADDRESS: P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044

OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL No. 14 | FOR WEEK ENDING 06/28/09 | PROJECT AND LOCATION: V5023-Culvert Crossing Weslaco | PROJECT/CONTRACT NO.

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Mon 6/22	Tue 6/23	Wed 6/24	Thu 6/25	Fri 6/26	Sat 6/27	Sun 6/28	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
				HOURS WORKED EACH DAY																
ALANIZ, LUIS R 3403 JINEBRA DR. PHARR, TX 78577 558-13-0578	M-0	PIPELAYER	OT ST	9	9	7	5	0	0	0	30	$ 8.65	$ 523.33 $748.26	$ 14.00	$ 10.85	$ 46.39	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 71.24	$ 677.02
GONZALEZ GARCIA, HORACIO 313 E. THELMA ST. S UAN, TX 78589 4. 7-7130	M-0	MOTOR GRADER OPERATOR	OT ST	9.5	0	0	0	0	0	0	9.5	$ 13.25	$ 655.88 $1,368.07	$ 98.00	$ 19.84	$ 84.82	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 202.66	$1,165.41
GUERRERO, ERNESTO 302 SALLY SAN JUAN, TX 78589 451-97-8635	M-0	Equip. Opers.	OT ST	9	0	0	0	0	0	0	9	$ -	$ - $-	$ -	$ -	$ -	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ -	$ -
GUTIERREZ, DANIEL 2302 CHAMPION DONNA, TX 78537 455-02-8184	M-2	PIPELAYER	OT ST	9	9	7	5	0	0	0	30	$ 9.00	$ 630.00 $778.50	$ -	$ 11.29	$ 48.27	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 59.56	$ 718.94
MEZA, JR., GABRIEL 7617 LA FE DRIVE MISSION, TX 78574 640-07-1634	M-1	LABORER	OT ST	9	9	7	0	0	0	0	25	$ 7.69	$ 392.19 $521.69	$ -	$ 7.57	$ 32.35	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 39.92	$ 481.77
MOLINA, ESTEBAN 1421 SCOTTY ST. SAN JUAN, TX 78539 457-63-4301	M-0	FRONT END LOADER	OT ST	9	9	7	5	0	0	0	30	$ 8.61	$ 602.70 $743.80	$ 64.00	$ 10.78	$ 46.11	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 120.89	$ 622.91
MOLINA, JR., MATIAS P.O. BOX 2713 SAN JUAN, TX 78589 2 46-4139	M-0	BACKHOE OPERATOR	OT ST	9.5	9.5	7.5	5.5	0	0	0	32	$ 12.00	$ 864.00 $1,122.00	$ 61.00	$ 16.27	$ 69.57	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 146.84	$ 975.16
IAS, GERARDO 902 PAISANO DR. SAN JUAN, TX 78589 451-31-3540	M-1	WATER TRUCK DRIVER	OT ST	9	0	0	0	0	0	0	9	$ 9.19	$ 450.31 $852.89	$ 25.00	$ 12.37	$ 52.88	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 90.25	$ 762.64
			OT ST															#1 #2 #3 #4		
			OT ST															#1 #2 #3 #4		
			OT ST															#1 #2 #3 #4		

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#2 Union Dues
#3 Medical
#4 Garnishments

Date: **07/24/2009**

I, **CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Weslaco V5023-Culvert Crossing Weslaco** ; that during the payroll period commencing on the **22** day of **June, 2009**, and ending the **28** day of **June, 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 **CLOSNER CONSTRUCTION** from the full weekly 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 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR	Caroline Romero

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.

Revised December 2008, Expires 12/31/2011.

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

Rev. Dec. 2008

NAME OF CONTRACTOR	OR SUBCONTRACTOR	ADDRESS	OMB No.: 1215-0149
CLOSNER CONSTRUCTION	X	P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044	Expires: 12/31/2011

PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
15	07/05/09	V5023-Culvert Crossing Weslaco	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE: Mon 6/29	Tue 6/30	Wed 7/1	Thu 7/2	Fri 7/3	Sat 7/4	Sun 7/5 HOURS WORKED EACH DAY	(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS: FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	(9) NET WAGES PAID FOR WEEK
ALANIZ, LUIS R 3403 JINEBRA DR. PHARR, TX 78577 558-13-0578	M-0	PIPELAYER	OT										$ 64.88	$ 9.00	$ 10.16	$ 43.44	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 62.60	$ 638.10
			ST	0	0	7.5	0	0	0	0	7.5	$ 8.65	$700.70							
ALANIZ, RICK LEO 2311 SARA AVE MERCEDES, TX 78596 457-93-1096	M-2	ROLLER OPERATOR	OT	0	0	0	0	2.5	4.5	5.5	12.5	$ 12.00	$ 470.00	$ 38.00	$ 12.33	$ 52.70	$ -	#1 $153.23 #2 $ - #3 $ - #4 $ -	$ 256.26	$ 593.74
			ST	0	0	10	7	3	0	0	20	$ 8.00	$850.00							
GUTIERREZ, DANIEL 2302 CHAMPION DONNA, TX 78537 455-02-8184	M-2	PIPELAYER	OT										$ 67.50	$ -	$ 10.18	$ 43.52	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 53.70	$ 648.30
			ST	0	0	7.5	0	0	0	0	7.5	$ 9.00	$702.00							
MATA, JOSE E. 2001 FRESNO MCALLEN, TX 78501 628-01-0895	M-2	Front End Loader ~~Equip. Opers.~~	OT										$ 72.00	$ -	$ 7.17	$ 30.69	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 37.86	$ 457.14
			ST	0	0	8	0	0	0	0	8	$ 9.00	$495.00							
MOLINA, ESTEBAN 1421 SCOTTY ST. SAN JUAN, TX 78539 457-63-4301	M-0	BACKHOE OPERATOR	OT										$ 81.23	$ 58.00	$ 10.24	$ 43.77	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 112.01	$ 593.97
			ST	0	0	7.5	0	0	0	0	7.5	$ 10.83	$705.98							
MOLINA, JR., MATIAS P.O. BOX 2713 SAN JUAN, TX 78589 221-46-4139	M-0	BACKHOE OPERATOR	OT										$ 96.00	$ 49.00	$ 15.09	$ 64.54	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 128.63	$ 912.37
			ST	0	0	8	0	0	0	0	8	$ 12.00	$1,041.00							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:
#1 Child Support
#2 Union Dues
#3 Medical
#4 Garnishments

104219

CLOSNER CONSTRUCTION CO. LC.
PAYROLL ACCOUNT
P.O. BOX 2707
LAREDO, TX 78044
(956) 712-3964

FALCON INTERNATIONAL BANK
88-1580-1149

7/1/2009

PAY TO THE ORDER OF ERNESTO GUERRERO $ **492.50

Four Hundred Ninety-Two and 50/100********** DOLLARS

ERNESTO GUERRERO
302 SALLY
SAN JUAN, TX 78589

MEMO Pay Period: 06/15/2009 - 06/28/2009

AUTHORIZED SIGNATURE

⑈104219⑈ ⑆114915803⑆ 0122725419⑈

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT 104219

Employee	SSN	Status (Fed/State)	Allowances/Extra
ERNESTO GUERRERO, 302 SALLY, SAN JUAN, TX 78589	***-**-8635	Single/(none)	Fed-0/0/TX-0/0
	Pay Period: 06/15/2009 - 06/28/2009		Pay Date: 07/01/2009

Earnings and Hours	Qty	Rate	Current	YTD Amount
SPR-BACKHOE	17.50	10.83	189.53	2,902.45
Hourly Rate	40.00	8.00	320.00	6,076.00
Overtime	5.50	12.00	66.00	888.00
SPROT-BACKHOE			0.00	585.01
			575.53	10,451.46

Taxes	Current	YTD Amount
Federal Withholding	-39.00	-1,006.00
Social Security Employee	-35.68	-647.99
Medicare Employee	-8.35	-151.55
	-83.03	-1,805.54
Net Pay	492.50	8,645.92

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT 104219

Employee	SSN	Status (Fed/State)	Allowances/Extra
ERNESTO GUERRERO, 302 SALLY, SAN JUAN, TX 78589	***-**-8635	Single/(none)	Fed-0/0/TX-0/0
	Pay Period: 06/15/2009 - 06/28/2009		Pay Date: 07/01/2009

Earnings and Hours	Qty	Rate	Current	YTD Amount
SPR-BACKHOE	17.50	10.83	189.53	2,902.45
Hourly Rate	40.00	8.00	320.00	6,076.00
Overtime	5.50	12.00	66.00	888.00
SPROT-BACKHOE			0.00	585.01
			575.53	10,451.46

Taxes	Current	YTD Amount
Federal Withholding	-39.00	-1,006.00
Social Security Employee	-35.68	-647.99
Medicare Employee	-8.35	-151.55
	-83.03	-1,805.54
Net Pay	492.50	8,645.92

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

PAYMENT RECORD

DELUXE CORP 1+800-328-0304 www.deluxeforms.com

Date: **07/24/2009**

I, **CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Weslaco V5023-Culvert Crossing Weslaco** ; that during the payroll period commencing on the **29** day of **June, 2009**, and ending the **05** day of **July, 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 **CLOSNER CONSTRUCTION** from the full weekly 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 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR	Caroline C Romero

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.

Revised December 2008, Expires 12/31/2011.

U. S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL

(For Contractor's Optional Use: See Instructions, Form WH-347 Inst.)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number

WHD U.S. Wage and Hour Division

Rev. Dec. 2008

OMB No.: 1215-0149

Expires: 12/31/2011

NAME OF CONTRACTOR		OR SUBCONTRACTOR	X	ADDRESS	PAYROLL No.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT/CONTRACT NO.
		CLOSNER CONSTRUCTION		P. O. BOX 2707 LAREDO, TX 78044-2707 LAREDO, TEXAS 78044	16	07/12/09	V5023-Culvert Crossing Weslaco	

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	# Withholding Exemptions	(3) WORK CLASSIFICATION	Overtime or Straight Time	(4) DAY AND DATE HOURS WORKED EACH DAY							(5) TOTAL HOURS	(6) RATE OF PAY/CASH FRINGES	(7) GROSS AMOUNT EARNED - THIS JOB/ALL JOBS	(8) DEDUCTIONS - BASED ON GROSS WAGES FOR ALL PROJECTS						(9) NET WAGES PAID FOR WEEK
				Mon 7/6	Tue 7/7	Wed 7/8	Thu 7/9	Fri 7/10	Sat 7/11	Sun 7/12				FWH	MCARE	FICA	STWH	OTHER	TOTAL DEDUCTIONS	
ALANIZ, RICK LEO 2311 SARA AVE WESLACO, TX 78596 457-93-1096	M-2	ROLLER OPERATOR	OT										$ 320.00	$ 38.00	$ 12.33	$ 52.70	$ -	#1 $153.23 #2 $ - #3 $ - #4 $ -	$ 256.26	$ 593.74
			ST	0	0	10	10	0	0	0	20	$ 8.00	$850.00							
HERNANDEZ, AGUSTIN 13304 WANE ST. EDINBURG, TX 78539 (6-0145	M-2	LABORER	OT										$ 21.42	$ -	$ 5.07	$ 21.69	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 26.76	$ 323.02
			ST	0	0	0	3	0	0	0	3	$ 7.14	$349.78							
QUINTERO ROBLEDO, FRANCISCO J. 402 CHEROKEE LN ALAMO, TX 78516 636-86-4598	M-3	BACKHOE OPERATOR	OT										$ 32.49	$ -	$ 9.10	$ 38.94	$ -	#1 $ - #2 $ - #3 $ - #4 $ -	$ 48.04	$ 580.11
			ST	0	0	0	3	0	0	0	3	$ 10.83	$628.15							
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	
			OT															#1 #2 #3 #4		
			ST																	

OTHER DEDUCTIONS KEY CODING:

#1 Child Support
#2 Union Dues
#3 Medical
#4 Garnishments

Date: **07/24/2009**

I, **CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR** do hereby state:

(1) That I pay or supervise the payment of the persons employed by **CLOSNER CONSTRUCTION** on the **V5023-Culvert Crossing Weslaco V5023-Culvert Crossing Weslaco** ; that during the payroll period commencing on the **06** day of **July, 2009**, and ending the **12** day of **July, 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 **CLOSNER CONSTRUCTION** from the full weekly 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 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:
Deductions are based on gross wages and include but are not limited to: Federal Withholding, FICA, Medicare, State Withholding, State Disability Insurance, Union Deductions, Child Support or Other Garnishments. Explanations for deductions listed in the "Other" Column are described on the Certified Payroll Report.

(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.

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(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

PAID BI-WEEKLY

NAME AND TITLE	SIGNATURE
CAROLINE ROMERO , HUMAN RESOURCE DIRECTOR	Caroline C Romero

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Revised December 2008, Expires 12/31/2011.

104265

CLOSNER CONSTRUCTION CO. LC.
PAYROLL ACCOUNT
P.O. BOX 2707
LAREDO, TX 78044
(956) 712-3964

FALCON INTERNATIONAL BANK
88-1580-1149

7/24/2009

PAY TO THE ORDER OF AGUSTIN HERNANDEZ $ **1.53

One and 53/100********** DOLLARS

AGUSTIN HERNANDEZ
13304 WANE ST.
EDINBURG, TX 78539

MEMO Pay Period: 06/29/2009 - 07/12/2009

AUTHORIZED SIGNATURE

Security features. Details on back.

⑈104265⑈ ⑆114915803⑆ 0122725419⑈

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT 104265

Employee	SSN	Status (Fed/State)	Allowances/Extra
AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853	***-**-0145	Married using Single Rate/(no	Fed-2/0/TX-0/0
	Pay Period: 06/29/2009 - 07/12/2009		Pay Date: 07/24/2009

Earnings and Hours	Qty	Rate	Current	YTD Amount
SPR-LABORER	3.00	0.55	1.65	717.93
Overtime			0.00	1,214.05
Hourly Rate			0.00	6,727.47
SPROT-LABORER			0.00	18.81
			1.65	8,678.26

Taxes	Current	YTD Amount
Federal Withholding	0.00	-164.00
Social Security Employee	-0.10	-538.05
Medicare Employee	-0.02	-125.83
	-0.12	-827.88

Net Pay	1.53	7,850.38

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

CLOSNER CONSTRUCTION CO. LC. PAYROLL ACCOUNT 104265

Employee	SSN	Status (Fed/State)	Allowances/Extra
AGUSTIN HERNANDEZ, 13304 WANE ST., EDINBURG, TX 7853	***-**-0145	Married using Single Rate/(no	Fed-2/0/TX-0/0
	Pay Period: 06/29/2009 - 07/12/2009		Pay Date: 07/24/2009

Earnings and Hours	Qty	Rate	Current	YTD Amount
SPR-LABORER	3.00	0.55	1.65	717.93
Overtime			0.00	1,214.05
Hourly Rate			0.00	6,727.47
SPROT-LABORER			0.00	18.81
			1.65	8,678.26

Taxes	Current	YTD Amount
Federal Withholding	0.00	-164.00
Social Security Employee	-0.10	-538.05
Medicare Employee	-0.02	-125.83
	-0.12	-827.88

Net Pay	1.53	7,850.38

CLOSNER CONSTRUCTION CO., L.C., P. O. BOX 2707, LAREDO, TEXAS 78044-2707

PAYMENT RECORD

DELUXE CORP 1+800-328-0304 www.deluxeforms.com

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
1991037

Date Received
Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Apr 21,2009 at 03:38P
As a Recordins
Document Number: 1991037
Total Fees : 14.00
Receipt Number - 1032425
By,
Vanessa Uresti, Deputy

1 **Name of person who has a business relationship with local governmental entity.**

Closner Construction Co., L.C.

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.**

N/A
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach 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

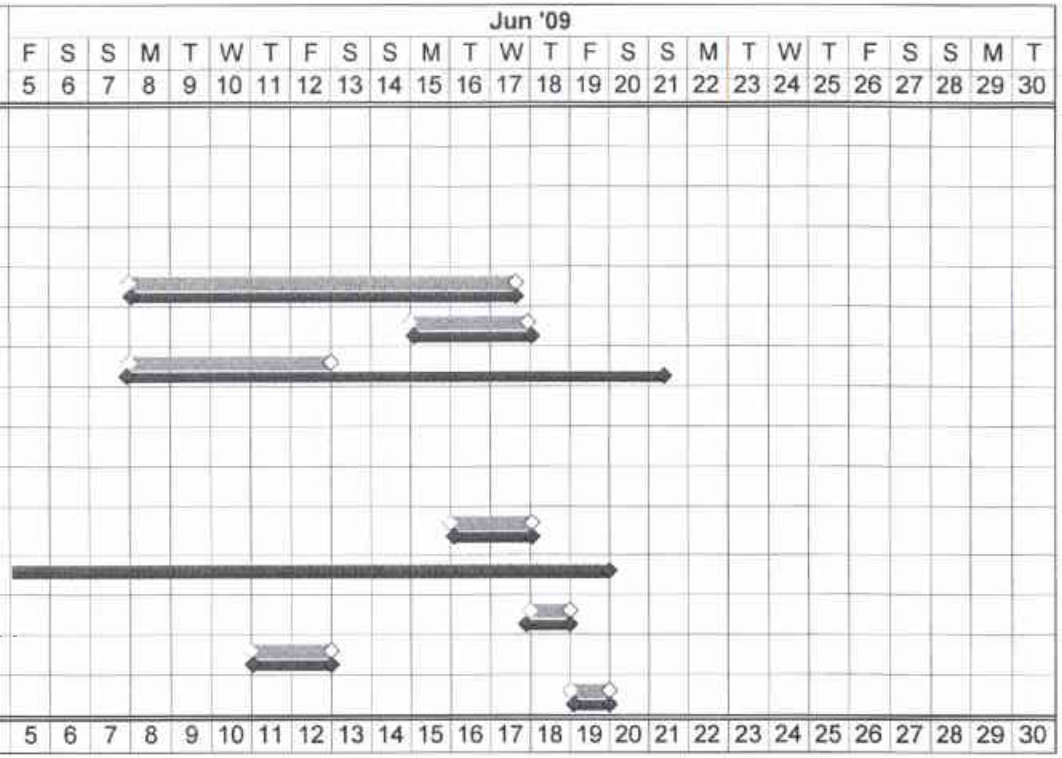
Signature of person doing business with the governmental entity

4-21-09
Date

Adopted 06/29/2007

MILE 13 CULVERT CROSSING

Activity Name	% Complete	Start Date	Finish Date
CONCRETE AND ADS PIPING			
FLAP GATES			
RIP-RAP			
ROAD SUBGRADE/CALICHE	100%	6/8/09	6/17/09
MBGR	100%	6/15/09	6/17/09
CLEAN-UP	100%	6/8/09	6/12/09
brush			
concrete pipe			
mud			
HYDROMULCH-LEO talk with inspector	100%	6/16/09	6/18/09
REQUEST FINAL for 6-19-09	100%	6/5/09	6/19/09
SIGNS	100%	6/18/09	6/18/09
REMOVE AND REPLACE FENCING	100%	6/11/09	6/12/09
FINAL	100%	6/19/09	6/19/09



CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

PROJECT: Culvert Crossing + Drainage Imp. Project PROJECT NO.
OWNER: Hidalgo County Pct 1
CONTRACTOR: Closner Construction Co. LC.
ENGINEER: Dos Logistics, Inc.

The Contractor, in accordance with the Contract Documents, and in consideration for the full and final payment to the Contractor for all services in connection with the project, does hereby waive and release any and all liens, or any and all claims to liens which the Contractor may have on or affecting the project as a result of its contract(s) for the Project or for performing labor and/or furnishing materials in any way connected with the construction of any aspect of the project. The Contractor further certifies and warrants that all subcontractors of labor and/or materials for the Project, except as listed below, have been paid in full for all labor and/or materials supplied to, for through or at the direct or indirect request of the Contractor prior to, through and including the date of this affidavit.

EXCEPTIONS: (If none, write "NONE". The Contractor shall furnish a bond acceptable to the Owner for each exception.)

NONE

CONTRACTOR

By: [signature]

Title President

Subscribed and sworn to before me this 29th day of July

Notary Public:

My Commission Expires: 10/16/2010

NOTARY PUBLIC STATE OF TEXAS
CAROLINE C. ROMERO
MY COMMISSION EXPIRES
OCTOBER 16, 2010

Form L

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576



August 21, 2009

RE: Culvert Crossing

List of Suppliers:

Cantu Trucking
205 Wagon Trail Rd.
Palmhurst, TX 78573

Alamo Concrete Products
P.O. Box 1538
San Antonio, TX 78295

Rio Valley Pipe
7301 W. Exp 83
Mission, TX 78572

HD Supply Waterworks
P.O. Box 1419
Thomasville, GA 31799-1419

Rio Grande Steel
P.O. Box 5178
McAllen, TX 78502

Texas Corrugators
P.O. BOX 938
ROUND ROCK, TX. 78680

Chemical Lime
5274 PAYSPHERE CIRCLE
CHICAGO, IL. 60674

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Weslaco, Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR($ -0-) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

HILDA G CANTU
My Commission Expires
June 24, 2012

Cantu & Son's Trucking, Inc.
Supplier

BY: Owner Jesus Cantu
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18 day of August, 2009 to certify which witness my hand and seal of office.

Hilda G. Cantu
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: June 24, 2012

Exhibit E-1

71156

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Weslaco, Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR($ -0-)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

ALAMO CONCRETE
Supplier

BY: Veronica S Ramos
TITLE OFFICE MANAGER

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 20th day of Aug ,2007 to certify which witness my hand and seal of office.

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 6/27/2012

NOTARY PUBLIC STATE OF TEXAS
AL LONGORIA
My Commission Expires
June 27, 2012

Exhibit E-I

Final Waiver of Lien

To whom it may concern:

WHEREAS, the undersigned **Rio Valley Pipe, LTD** has been employed by **CLOSNER CONSTRUCTION** to furnish labor and/or materials for the **CULVERT CROSSING & DRAINAGE IMPR. PROJECT Items** for the construction at **CULVERT CROSSING & DRAINAGE IMPR. PROJECT in Weslaco, TX.**

NOW, THEREFORE, for and in consideration of and other valuable considerations, the receipt whereof is hereby acknowledge, the undersigned does hereby waive and release any and all lien or claim or right of lien on the above described premises and the improvements thereon, under the Statures of the State in which the aforesaid building is located relating to mechanics' liens, and on the monies or other consideration due or to become due from the owner, and on account of labor or materials, or both, or which may be furnished by the undersigned to or on account of the said individual or firm therein named for the said premises or improvements.

Balance Remaining with Rio Valley Pipe, LTD for this Project: $ 0.00

Dated: 08-19-09

NOTORIZATION REQUIRED

Rio Valley Pipe, LTD
(Company Name)

State of TEXAS

County of HIDALGO

By: Victor L.
(Signature of Sole Owner or Legal Rep.)

Signed and sworn to before me this 19th **day of** AUGUST, **20** 09

O/R MGR.
(Title)

Ernesto Saenz
(Notary Public Signature)

My Commission Expires 10-11-2011

ERNESTO SAENZ
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 10-11-2011

V5023

Unconditional Final Release of Claim

Project: CULVER XING

Job #: V5023

The undersigned, has received final payment for materials, supplies or equipment supplied to CLOSNER CONSTRUCTION, on construction or repair of the improvements of property for HIDALGO COUNTY PCT #1.

This waiver and release covers all claims and rights for materials to CLOSNER CONSTRUCTION on the job of: CULVER XING located at EXIT WESTGATE GO N TO MILE 13 , PASS MILE 13 ABOUT 1/2 1ST CALICHE RD TURN L , WESLACO , TX 78596

This release is in effect when the check has been properly endorsed and has been paid by the bank upon which it is drawn.

8/17/2009

HD SUPPLY WATERWORKS, LTD.

Pam Hughes

Pam Hughes, Sr. Credit Associate

STATE OF AZ

COUNTY OF Maricopa

SWORN TO AND SUBSCRIBED BEFORE ME on this date 8/17/2009 , to which witness my hand and seal of office.

State of Arizona
Maricopa County
Susan I Salyer
My Commission Expires
06/19/2013

Susan I Salyer

Notary Public in and for the State of AZ

Notice: This document waives rights unconditionally and states that you have been paid for giving up those rights. This document is enforceable against you if you sign it, even if you have not been paid. If you have not been paid, use a conditional release form.

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Weslaco, Hidalgo County, Texas, and owned by Hidalgo County Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR($ -0-) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

8/18/09

Rio Grande Steel Ltd.

BY: Juan.

TITLE

SWORN TO AND SUBSCRIBED BEFORE ME. on this the 19th day of Aug. ,2009 to certify which witness my hand and seal of office.

Joel A. Garza

NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 3/27/2013

JOEL ALEJANDRO GARZA
Notary Public, State of Texas
My Commission Expires
March 27, 2013

Exhibit E-1

PARTIAL/FINAL WAIVER OF LEIN

THE STATE OF TEXAS

COUNTY OF Hidalgo

The undersigned contracted with Closner Construction to furnish Material - gravel, caliche in connection with certain improvements to real property located in Weslaco, Hidalgo County, Texas, and owned by Hidalgo County
Which improvements are described as follows:

Culvert Crossing & Drainage Improvements

In consideration of Pay Estimate No Final in the amount of Paid in Full Zero Balance DOLLAR($ -0-)and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the undersigned does hereby waive and release any mechanic's lien or materialmen's lien or claims of lien that the undersigned has or hereafter has on the above mentioned real property on account of any labor performed or materials furnished or to be furnished or labor performed and materials furnished by the undersigned pursuant to the above-mentioned contract or any constitutional lien that the undersigned may have.

Undersigned hereby guarantees that all bids for labor performed and/or materials furnished in the erection and construction of such improvements on the Property have been fully paid and satisfied and Undersigned does further guarantee that if for any reason a lien or liens are filed for material or labor against said Property arising out of any bills for material or labor in connection with the erection or construction of said improvements thereon, Undersigned will obtain a settlement of such lien or liens and a proper release thereof shall be obtained.

TEXAS CORRUGATORS, INC
Supplier

BY: [signature] ACCOUNTS RECEIVABLE
TITLE

SWORN TO AND SUBSCRIBED BEFORE ME, on this the 18 day of August, 2009 to certify which witness my hand and seal of office.

Kathy Morgan
NOTARY PUBLIC in and for the State of Texas

My Commission Expires: 4-19-09

KATHY MORGAN
NOTARY PUBLIC STATE OF TEXAS
COMMISSION EXPIRES
APRIL 19, 2010

Exhibit E-1

SUPPLIER'S FINAL WAIVER OF LIEN

TO WHOM IT MAY CONCERN:

For and in consideration of the receipt of **$21,214.13** for invoices 1191405314, 1191405702, 1191405893, 1191406309, 1191406674, 1191406837 and 301420511, Chemical Lime Company does hereby waive and relinquish any and all claims and rights of lien to the extent of the amount hereon the work, labor, materials, machinery or other goods, equipment or services done, performed or furnished as to **Closner Construction (general contractor)** located at the site hereinafter described to wit, **CULVERT CROSSING, WESLACO, TX** for shipments through **June 30, 2009.**

In witness wherefore, the undersigned has caused these present to be duly executed this **17th** day of **August, 2009.**

CHEMICAL LIME COMPANY

By: Alice Barboza, CCE
Authorized Agent: Alice Barboza, CCE
Title: Credit Specialist

STATE OF TEXAS
COUNTY OF TARRANT KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME the undersigned authority, a notary public in and for the State of Texas, on this day personally appeared Alice Barboza, Credit Analyst of Chemical Lime Company, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office this **17th** day of **August, 2009.**

DAX COOPMAN
MY COMMISSION EXPIRES
November 9, 2011

Notary Public, State of Texas

AI-17397 **23.B.2.**

Purchase & Application of Hydro-Mulch Material-Sunrise Hill Park

CC REGULAR

Date:	09/15/2009
Submitted By:	Sandra Montalvo, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Prct. 1

Information

CAPTION

Award of bid and approval of contract to lowest bidder meeting all specifications and/or requirements as attached hereto for: "Hidalgo County Precinct No. 1-Purchase and Application of Hydro-Mulch Material for Sunrise Hill Park- Bid #2009-368-09-09-SMA.

BACKGROUND

1. Contract Document has been sent to legal counsel for review and approval as to form.
2. Recommended vendor is "RGV Hydromulching"

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-439

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

BUDGETARY IMPACT:

$36,805.00 available balance as of 09/10/09. rc

Attachments

Link: dept's recommendation, participation, tabulation

Link: contract

Link: addendum

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 02:42 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 03:53 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2009 04:54 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Sandra Montalvo Started On: 09/09/2009 02:25 PM

Final Approval Date: 09/11/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: Commissioner Sylvia Handy
Hidalgo County Pct. 1

ATTN: Noe Montez/Marcos Lopez/Joseph Palacios

via email: noe.montez@co.hidalgo.tx.us
via email: joseph.palacios@co.hidalgo.tx.us
via email: marcos.lopez@co.hidalgo.tx.us

FROM: Sandra Montalvo, Buyer
Hidalgo County Purchasing Department

DATE: September 09, 2009

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2009-368-09-09-SMA-Hidalgo County Precinct No. 1-"Purchase & Application of Hydro-Mulch Material at Sunrise Hill Park"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Wednesday, **September 09, 2009 @ 3:00 p.m.** to be able to present to Commissioner's Court **on September 15, 2009.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandra.montalvo@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. RGV HYDROMULCHING	Lowest Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 9-1211-452-00-121-013-0-439

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Joseph Palacios	Hidalgo Co. Pct. 1	

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: September 09, 2009 **BID OPENING TIME:** 9:30 A.M.

DEPARTMENT/BID DESCRIPTION: Hidalgo County Precinct No. 1-" Purchase and Application of Hydro-Mulch Material at Sunrise Hill Park

BID NO.: 2009-368-09-09-SMA

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1) SOIL TECH Attn: Patty Klement or Robert Garza	BLM	Sandra Montalvo	08/24/09	709 W. Expressway 83 Pharr, Tx 78577 956-787-2533 956-787-2618 956-239-2415 cell-Robert Pharr, Tx 78577 Pklement1@aol.com
2) SOUTHERN LANDSCAPES Attn: Jon Klement	BLM	Sandra Montalvo	08/24/09	821 East Beech McAllen, Tx 78501 956-618-1899 (o) 956-618-0850 Fax jon@southernlandscapes.com
3) R.G.V. HYDRO MULCHING Attn: Robert Trevino Jr.	BLM	Sandra Montalvo	08/24/09	2115 Liberty St. Mission, Tx 78573 956-534-7151 (cell) rgvhydromulching@yahoo.com
4) VAN TECH Attn Mark De Leon	BLM	Sandra Montalvo	08/24/09	1222 –A East Expressway 83 San Juan, Tx 956-782-6700 Madeleonx1@aol.com
5) G & G CONTRACTORS Attn: Gabriel Ramirez	EMR	Sandra Montalvo	08/26/09	5125 S. Bus. 281 Edinburg, Tx 78572 956-283-7040 (office) 956-844-6826 (cell) Ram_gabe@hotmail.com
6) BWI- Schulenburg Attn: Justin Potthoff	EMR	Sandra Montalvo	08/27/09	P.O. BOX 459 Schulenburg, Tx 78956 justinpotthoff@bwicompanies.com

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1

BID OPENING DATE: SEPTEMBER 09, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"

BID NO:2009- 368-09-09-SMA	**BUYER: SANDRA MONTALVO**

	PARTICIPATING VENDORS	DAYS OF COMPLETION	QUANTITY	UNIT PRICE	TOTAL BID PRICE	ADDENDUM No. 1 submitted
1.	√ R.G.V. HYDROMULCHING	7	560,072 sq. ft.	$ 0.0375	$ 21,002.70	Yes
2.	SOIL-TECH, INC.	4	560,072 sq. ft.	$ .044	$ 24,643.17	Yes
3.						
4.						
5.						
6.						
7.						

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-368-09-15

THIS CONTRACT is made and entered into this **15th** day of **September, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Roberto Trevino, Jr.** d/b/a **RGV Hydromulching** the ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Purchase and Application of Hydro-Mulch Material for Sunrise Hill Park"** (the "Services") and;

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 1**. 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 Precinct No. 1** 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. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall commence upon Commissioner's Court approval. Term of this agreement is upon acceptance of work by the Precinct with completion date by no later than September 30, 2009, unless otherwise extended by Hidalgo County.

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 agree 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:	Roberto Trevino, Jr. d/b/a RGV Hydromulching Attn: Roberto Trevino, Jr. 2115 Liberty Street Mission, Texas 78573

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

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

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2009.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Roberto Trevino, Jr. d/b/a **RGV Hydromulching**

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST
HIDALGO COUNTY PRECINCT NO. 1

"TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"
BID NO. 2009-368-09-09-SMA

1. **Request for Bid Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A"- Specifications, consisting of __5__pages.**

4. **Exhibit "B"- Bid Form, consisting of__2__pages.**
   (Must be submitted with bid)

5. **Exhibit "C"- Insurance Requirements, consisting of __5__ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __2__ pages.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of __7__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment, consisting of __2__ pages.**
   (Must be submitted with bid)

9. **Draft Service Contract, consisting of __10__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB
Purchasing Agent

August 24, 2009
Date

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

PURCHASING DEPARTMENT
County Of Hidalgo

August 24, 2009

(Company's name and address)

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 1**
Request for Bids -**"Turnkey Project for Purchase and Application of Hydro-Mulch Material at Sunrise Hill Park"**
Bid No: 2009-368-09-09 -SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

Bid No: 2009-368-09-09-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 ext, 4865

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1
"TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"

BID OPENING DATE
SEPTEMBER 09, 2009 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956- 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 1- TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"** 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-2009-368-09-09-SMA-HIDALGO COUNTY PRECINCT NO. 1-TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"** and in County's Purchasing Department, with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy., 281, New Administration Building, Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, SEPTEMBER 09, 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-2009-368-09-09-SMA-HIDALGO COUNTY PRECINCT NO. 1-TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) Reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
    - If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**
    - Invoices must include:
        a) Name and address of successful bidder
        b) Name and address of receiving department or official
        c) Purchase Order Number (if any)
        d) Notation - **"HIDALGO COUNTY PRECINCT NO. 1-TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"** 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
1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733
Attn: Noe Montez

17. **SCHEDULE OF EVENTS**

PRE-BID CONFERENCE @ 10:30AM	**SEPTEMBER 03, 2009**
Bid Opening @ 9:30 AM	**SEPTEMBER 09, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to

transact business in Texas.

- 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 PRECINCT NO. 1
"TURNKEY PROJECT FOR PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL AT SUNRISE HILL PARK"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID PACKET)

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Turnkey Project for Purchase and Application of Hydro-Mulch Material for Sunrise Hill Park"
BID No. 2009-368-09-09-SMA
SPECIFICATIONS

INTENT:

It is the intent of this bid to secure, on a competitive basis, the services of a bidder to provide all labor, materials, equipment, supplies, transportation and management to perform Hydro mulching Services required by Hidalgo County Precinct No. 1 on "AN AS NEEDED BASIS".

PRE BID CONFERENCE:

A pre-bid meeting has been scheduled for **THURSDAY, SEPTEMBER 03, 2009, 10:30 A.M.** at Hidalgo County Purchasing Department Conference Room. The Purpose of the conference is to inform vendors of our needs, clarify ambiguities or differing interpretations, and to evaluate vendor recommendations concerning changes. Please use this to ask any questions you may have.

SCOPE OF WORK

Hidalgo County Precinct No. 1 is requesting a Turnkey project for the purchase and application of approximately 560,072 square feet of Hydro-Mulch Material for Sunrise Hill Park (including baseball fields located at FM 1015 & Mile 11 North & ½ mile east of 1015, Mercedes, Texas.

The following are the minimum specifications for the hydro-mulch product to be supplied and applied by awarded vendor:

SPECIFICATIONS

1. **MULCH**-Hydro-seeding Mulch manufactured from 100% recycled paper under strict quality control processes.

Moisture	12+3%
Ash	1.5%(max)
pH	6.5=1
Weight	50lbs
Water holding capacity	12X fiber weight
Growth Inhibiting Matter	None
Packaged	4 mil plastic wrapped bales
Dye	Green-food quality dye
Performance Standards	Meets or exceeds requirements for paper-based mulch
Coverage	Meets or exceeds coverage other paper mulches mixes and flows easily through tank and hose; Spreads evenly without leaving clumps
Weed Seed	none

2. **FERTILIZER:**

50 lbs. 15-5-10 fertilizer will be applied in the hydro-mulch before application with a mechanical powered spreader. Fertilizer will not be applied after mulch is applied. The guaranteed analysis showing the minimum percent of plant food claimed in the following form:

Total nitrogen (N)	15.00%
Available phosphate (P2O5)	5.00%
Soluble Potash (K2O)	10.00%
Sulfur(S)	15.00%

3. **SEED:**

Kind	BERMUNDA GRASS
Variety	(HULLED) VNS
Lot No.	B08014-6
Hulled	BERMUDA
Pure Seed	95.00% or better
Crop Seed	00.75%

Inert	04.15%
Weed Seed	00.10%
Noxious Weed Seed	NONE FOUND
Origin	CALIFORNIA
Test Date	Seed will be no later than one (1) yr from current date on seed label
Germination	85% or better
Net Weight	50 LBS

4. Vendor must comply with timeline by not later than September 30, 2009. Unless otherwise extended by Hidalgo County.

5. Prospective bidder will furnish to Hidalgo County Precinct No. 1 representative, certification of materials purchased for work performed, or permit Hidalgo County Precinct No. 1 field operator to inspect materials used during or before applications.

6. **WATERING**: watering of an area must be done until the seeded areas have at least one (1) inch of grass growth on 80% of the area hydro mulched. Bidder will guarantee a minimum of 85% live coverage of grass on areas hydro- mulched.
Hidalgo County Precinct No. 1 will be supplying the water for the areas.

TERM AND CONDITIONS:

1. This Contract shall commence upon Commissioner's Court approval. Term of this agreement is upon acceptance of work by the Precinct with completion date by no later than September 30, 2009, unless otherwise extended by Hidalgo County.

2. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty days written notice prior to cancellation.

3. Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable. Incomplete submittals shall be considered a probable cause for disqualification.

4. Hidalgo County reserves the right to award this contract on the basis of **lowest and best bid** in accordance with the laws of the State of Texas, to waive any formality or irregularity, and/or to reject any or all bids.

5. Hidalgo County reserves the right to award this contract to more than one (1) vendor at the County's discretion.

6. Unless otherwise specified, any reference to make, manufacturer and/or model used in the bid specifications is merely descriptive and not restrictive, and is used only to indicate type, style, or quality of material desired.

REQUIREMENTS:

1. Vendor shall have been in business (in this field) for a minimum of three (3) years.

2. Vendor must have appropriate insurance to operate our vehicles. Vendor must comply and submit all insurances as specified in Exhibit "C".

3. Prospective bidder must prove beyond any doubt to Hidalgo County Precinct No. 1 that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

4. **SITE CLEAN-UP**
Any remaining peat, soil, sand, rock or similar material which has been brought onto the site by work operations or otherwise, will be removed, and all other remaining debris will be disposed of. All ground area

disturbed as a result of the sodding operations will be renovated to its original condition or to the required new condition.

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. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

Hidalgo County Precinct No. 1
"Turnkey Project for Purchase and Application of Hydro-Mulch Material for Sunrise Hill Park"
BID No. 2009-368-09-09-SMA
SPECIFICATIONS

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, 2812 S. Business Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE TO (956) 292-7612 OR VIA E-MAIL TO sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN Friday September 02, BY 5:00 P.M. Responses will be sent to all applicants via facsimile or e-mail by no **later thanWednesday, September 04, 2009 5:00 P.M.**

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT NO. 1

"Turnkey Project for Purchase and Application of Hydro-Mulch Material at Sunrise Hill Park"

BID NO. 2009-368-09-09-SMA

The Bid Price should include all costs: labor, materials, transportation, fuel etc.. Installation and services required for the complete and proper shaping of the work in strict conformity-turnkey.

Hydro-Mulching Services for Hidalgo County Precinct No. 1 is for approximately 560,072 square feet.

LOCATION	QUANTITY	Days of Completion	UNIT PRICE	TOTAL BID PRICE
Sunrise Hill Park	560,072 square feet		$	$

LIST ANY GUARANTEES (if any): _____

_____

_____

_____

BIDDER /COMPANY'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE-POLICY LIMIT $
	OTHER				

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

	OFFICE USE ONLY
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.	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 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address: **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)**
Less than 125,000 annual gross receipt — Black American — Native American
Less than 250,000 annual gross receipt — Hispanic American — Women
Less than 499,000 annual gross receipt — Asian Pacific American — Other
More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: Yes No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):
Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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,

(THIS PAGE MUST BE SUBMITTED WITH BID)

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"

BID FORM

HIDALGO COUNTY PRECINCT NO. 1

"Turnkey Project for Purchase and Application of Hydro-Mulch Material at Sunrise Hill Park"

BID NO. 2009-368-09-09-SMA

The Bid Price should include all costs: labor, materials, transportation, fuel etc.. Installation and services required for the complete and proper shaping of the work in strict conformity-turnkey.

Hydro-Mulching Services for Hidalgo County Precinct No. 1 is for approximately 560,072 square feet.

LOCATION	QUANTITY	Days of Completion	UNIT PRICE	TOTAL BID PRICE
Sunrise Hill Park	560,072 square feet	7	$ 0.0375	$ 21,002.70

LIST ANY GUARANTEES (if any): Guarantee as specified in specifications, 80% grass growth on hydromulched areas.

BIDDER /COMPANY'S NAME: RGV Hydromulching

ADDRESS: 2115 Liberty St.

CITY/STATE/ZIP CODE: Mission, TX 78573

PHONE NUMBER/: 956-534-7151

CELLULAR NUMBER: 956-534-7151

FAX NUMBER: 956-585-5699

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: rgvhydromulching@yahoo.com

PRINTED NAME: Roberto Trevino Jr.

TITLE: Owner

DATE: Sept. 8, 2009

OPENED
9/9/09
9:43AM
Witnessed

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID SW RGVHY-1 | DATE (MM/DD/YYYY) 09/09/09

PRODUCER

Mission/Duncan Ins Agency
P O Box 753
Mission TX 78573-0753
Phone: 956-581-2183 Fax:956-581-4226

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

Roberto Trevino Jr.
dba RGV Hydromulching
2115 Liberty St
Mission TX 78573

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Republic-Vanguard Insurance	
INSURER B: Southern County Mutual Ins. Co	
INSURER C: Texas Mutual Insurance Co.	
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	X	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	RGL371991	11/02/08	11/02/09	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5000 $ 1,000,000 $ 1,000,000 $ Not Incl
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC574733-01	11/02/08	11/02/09	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ 1000001 $
		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	SBP-000120370620090807	08/07/09	08/07/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100000 $ 100000 $ 500000
		OTHER					

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

Certificate Holder is Additional Insured.

CERTIFICATE HOLDER

HIDALGC

Hidalgo County Purchasing Department
2812 S Highway Bus 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Joe Haviland

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ADDENDUM NO. 1
SEPTEMBER 04, 2009

HIDALGO COUNTY PRECINCT NO. 1
"PURCHASE AND APPLICATION OF HYDRO-MULCH MATERIAL FOR SUNRISE HILL PARK"
RFB NO. 2009-368-09-09-SMA

PLEASE NOTE THE FOLLOWING CHANGES:

1. OMIT/DISREGARD the description- "TURNKEY PROJECT" to all forms included in the bid packet.

2. EXHIBIT "A" - Pages 2 & 3 NOTE THE ADDITIONAL INFORMATION:

SPECIFICATIONS-

Item No. - 1. MULCH-minimum quantity is 2000 lbs. per acre

Item No. -2. FERTILIZER- minimum quantity is 400 lbs. per acre

Item No. -3. SEED- minimum quantity is 50 lbs. per acre

Item No. - 6. WATERING-the current paragraph shall be omitted and will read as follows:
1. Hidalgo County Precinct No. 1 will be providing water system for the care of hydro-mulch.
2. Hidalgo County Precinct No. 1 is requesting a watering schedule from contractors to be included with your bid response to insure proper maintenance of hydro-mulch.

TERM AND CONDITIONS:

Item No. - 1. OMIT - September 30, 2009
REPLACE with OCTOBER 15, 2009

I, Roberto Trevino Jr., acknowledge receipt of ADDENDUM No. 1 dated, SEPTEMBER 04, 2009 for RFB NO.: 2009-368-09-09-SMA- **"Hidalgo County Precinct No. 1 – Purchase and Application Of Hydro-Mulch Material For Sunrise Hill Park"**

RGV Hydromulching
Print VENDOR's Name

9/8/09
Date

NOTE: THIS ORIGINAL ADDENDUM MUST BE SUBMITTED WITH YOUR PROCUREMENT PACKET RESPONSE .

RGV Hydromulching
2115 Liberty Street
Mission, Texas 78573

Tel: 956-534-7151
Fax: 956-585-5699

September 9, 2009

RE: Bid-2009-368-09-09-SMA Hidalgo County Precinct No. 1 Turnkey Project for Purchase and Application of Hydromulch Material at Sunrise Hill Park

Watering Schedule

RGV Hydromulching hereby submits the following watering schedule:

First 15 Days	Twice a Day	20-30 minutes per Period
Second 15 Days	Once a Day	20-30 minutes per Period

Areas to be watered are hydromulched areas.
For the first fifteen days watering can be performed in the morning and afternoon. The goal of watering for the first fifteen days is to get about one inch of the soil with moisture and to maintain that moisture. The second fifteen days watering should be done in the afternoons.

If you have any questions or comments please feel free to contact me at 956-534-7151.

Sincerely,

Roberto Treviño Jr.
Owner

AI-17378 **23.C.1.**

Award- WIC Program Surveillance Cameras

CC REGULAR

Date:	09/15/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	WIC

Information

CAPTION

Award of proposal submitted by SimplexGrinnell LP through Hidalgo County's membership/participation with the Texas Multiple Award Schedule (TXMAS Contract-5-84070) in the amount of $217,996.45 for a Turnkey Solution-"Purchase and Installation of Surveillance Security System for all WIC Clinics/Office" to include, but not limited to, equipment, labor, installation set up and any other accessories as may be necessary.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-9-413

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

BUDGETARY IMPACT:

Funding is pending appropriation to account # 9-1292-441-00-350-001-9-413 in the amount of $217,996.45 on AI# 17379 CC 9-15-09.

Attachments

Link: USDA Approval

Link: Simplex Grinnell Proposal

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 02:46 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 03:53 PM	APRV
3	Erika Zamora	Erika Zamora	09/11/2009 02:17 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Moises Salazar Started On: 09/09/2009 10:27 AM

Final Approval Date: 09/11/2009

USDA

SEP 0 2 2009

United States Department of Agriculture

Food and Nutrition Service

Southwest Region

1100 Commerce St.
Dallas, TX
75242

Mr. Mike Montgomery, Director
Texas Department of State Health Services
Nutrition Services Section
1100 West 49th Street
Austin, TX 78756-3199

Dear Mr. Montgomery:

In response to your letter dated August 14th, 2009, we are approving the following purchases:

- The Hidalgo County Health & Human Services Department, WIC Local Agency #012, to purchase a surveillance security system for a total cost of $217,996.45.

It is our understanding that the purchase will be done by SimplexGrinnell the company that provided the lowest bid to Hidalgo County for the fiscal year related to projects of this nature.

If you have any questions, please contact Jacqueline Garrett at (214) 290-9860.

Sincerely,

JO ELLEN COLLIN
Acting Regional Director
Supplemental Food Program

SimplexGrinnell
BE SAFE.

1200 E Hackberry
Suite A
Mcallen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Hidalgo County Bldg & Grounds
2803 S Business 281
Edinburg, TX 78539

Project: WIC CLINICS - VALLEY WIDE
Customer Reference:
SimplexGrinnell Reference: 493407311
Date: 07/27/2009

*ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that **the unit prices shown on this quotation are for reference only.** Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.*

* TXMAS CONTRACT # TXMAS-4-84070
* GSA STATE CONTRACT # GS-07F-0396M

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		WIC CLINIC # 1216	
		WIC CLINIC # 1216	
1	ADEDVR004016	EDVR,4CNL,CDRW,160GB,NTSC/PAL	1,263.25
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	479.16
2	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	538.56
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	90.59
	DPSUB	SUBCONTRACTING LABOR	2,640.02
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,320.90
1	DPSEC	PANIC BUTTON	149.60
		SIAMESE CAMERA WIRE / PANIC WR	
		Sundry Items - WIC CLINIC # 1216	
	FREIGHT		107.24
		WIC CLINIC # 1243	
		WIC CLINIC # 1243	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,240.61
3	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,163.64
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	653.94
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	73.33
	DPSUB	SUBCONTRACTING LABOR	2,137.12
1	DPSEC	PANIC BUTTON	121.10
3	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,603.89
1	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	1,132.68
		MAGNETIC LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		ACCESS CONTROL WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	641.13
		VIDEO PHONE & MONITOR INCLD.	
		Sundry Items - WIC CLINIC # 1243	
	FREIGHT		164.25
		WIC CLINIC # 1244	
		WIC CLINIC # 1244	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,400.35
3	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,313.52
1	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	246.06
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	82.77
	DPSUB	SUBCONTRACTING LABOR	2,412.33
1	DPSEC	PANIC BUTTON	136.70
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,206.96
1	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	1,278.53
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV WIRE / CABLE	
1	DPS	ENFORCER / AIPHONE SYSTEM	723.70
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1244	
	FREIGHT		130.77
		WIC CLINIC # 1214	
		WIC CLINIC # 1214	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,369.71
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	856.50
2	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	481.34
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	80.96
	DPSUB	SUBCONTRACTING LABOR	2,202.22
1	DPSEC	PANIC BUTTON	133.71
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,180.54
2	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	2,501.10
		2 MAGNETIC DOOR LOCKS	
		2 MAG LOCK POWER SUPPLIES	
		2 REQUEST TO EXIT BUTTONS	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV WIRE / CABLE	
		Sundry Items - WIC CLINIC # 1214	
	FREIGHT		125.61
		WIC CLINIC # 1231	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		WIC CLINIC # 1231	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,316.29
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	823.12
5	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,156.45
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	77.81
	DPSUB	SUBCONTRACTING LABOR	2,267.52
1	DPSEC	PANIC BUTTON	128.49
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,134.52
1	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	1,201.79
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV WIRE / CABLE	
1	DPS	ENFORCER / AIPHONE SYSTEM	680.26
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1231	
	FREIGHT		145.44
		WIC CLINIC # 1217	
		WIC CLINIC # 1217	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,598.18
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	499.69
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	842.46
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.47
	DPSUB	SUBCONTRACTING LABOR	2,569.57
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	688.74
1	DPSEC	PANIC BUTTON	156.01
1	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	1,459.15
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	825.93
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1217	
	FREIGHT		100.20
		WIC CLINIC # 1202	
		WIC CLINIC # 1202	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,585.05
4	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,114.04
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	93.69
	DPSUB	SUBCONTRACTING LABOR	2,366.42
1	DPSEC	PANIC BUTTON	154.73
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	683.07
3	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	4,341.45
		3 MAGNETIC DOOR LOCKS	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		3 MAG LOCK POWER SUPPLIES	
		3 REQUEST TO EXIT BUTTONS	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1202	
	FREIGHT		95.05
		WIC CLINIC # 1206	
		WIC CLINIC # 1206	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,602.01
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,001.76
4	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,125.96
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.69
	DPSUB	SUBCONTRACTING LABOR	2,759.69
1	DPSEC	PANIC BUTTON	156.38
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	690.38
1	DPS	ENFORCER / AIPHONE SYSTEM	827.91
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1206	
	FREIGHT		118.57
		WIC CLINIC # 1215	
		WIC CLINIC # 1215	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,600.21
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,000.66
2	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	562.36
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.59
	DPSUB	SUBCONTRACTING LABOR	2,572.83
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,379.22
1	DPSEC	PANIC BUTTON	156.21
1	DPIM	IEI W/P KEYPAD - ACCESS SYSTEM	1,461.01
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	826.99
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1215	
	FREIGHT		125.61
		WIC CLINIC # 1229	
		WIC CLINIC # 1229	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,601.19
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	500.63
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	844.05
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.65

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
	DPSUB	SUBCONTRACTING LABOR	2,574.41
1	DPSEC	PANIC BUTTON	156.30
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	690.03
1	DPS	ENFORCER / AIPHONE SYSTEM	827.49
		VIDEO PHONE & MONITOR INCLUDED	
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1229	
	FREIGHT		100.20
		WIC CLINIC # 1210	
		WIC CLINIC # 1210	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,606.38
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,004.50
1	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	282.26
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.95
	DPSUB	SUBCONTRACTING LABOR	2,213.78
1	DPSEC	PANIC BUTTON	156.81
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,384.54
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1210	
	FREIGHT		119.00
		WIC CLINIC # 1212	
		WIC CLINIC # 1212	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,606.13
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	502.17
2	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	564.42
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.94
	DPSUB	SUBCONTRACTING LABOR	2,213.43
1	DPSEC	PANIC BUTTON	156.78
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,384.32
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1212	
	FREIGHT		113.85
		WIC CLINIC # 1227	
		WIC CLINIC # 1227	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,600.92
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,001.10
4	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,125.20
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.63
	DPSUB	SUBCONTRACTING LABOR	2,757.84
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,379.84
1	DPIM	IEI W/P KEYPAD ACCESS SYSTEM	1,461.65
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	827.35
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1227	
	FREIGHT		138.83
		WIC CLINIC # 1207	
		WIC CLINIC # 1207	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,602.95
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	501.18
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	844.98
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.75
	DPSUB	SUBCONTRACTING LABOR	2,577.25
1	DPSEC	PANIC BUTTON	156.48
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,381.60
1	DPS	ENFORCER / AIPHONE SYSTEM	828.40
		VIDEO PHONE & MONITOR INCLUDED	
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1207	
	FREIGHT		120.46
		WIC CLINIC # 1200	
		WIC CLINIC # 1200	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,604.31
4	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	2,006.40
1	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	281.89
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.83
	DPSUB	SUBCONTRACTING LABOR	2,763.66
1	DPSEC	PANIC BUTTON	156.61
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	691.37
		SIAMESE CABLE / WIRE	
		EXCLUDES THE WIRELESS CAMERA	
		Sundry Items - WIC CLINIC # 1200	
	FREIGHT		122.26
		WIC CLINIC # 1204	
		WIC CLINIC # 1204	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,603.70
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,002.84
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	845.37
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.80
	DPSUB	SUBCONTRACTING LABOR	2,762.62
1	DPSEC	PANIC BUTTON	156.55
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	691.12
		SIAMESE CCTV CABLE / WIRE	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		Sundry Items - WIC CLINIC # 1204	
	FREIGHT		111.96
		WIC CLINIC # 1226	
		WIC CLINIC # 1226	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,604.33
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	501.61
5	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,409.50
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.83
	DPSUB	SUBCONTRACTING LABOR	2,579.47
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	691.39
1	DPSEC	PANIC BUTTON	156.61
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1226	
	FREIGHT		113.42
		WIC CLINIC # 1209	
		WIC CLINIC # 1209	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,603.19
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,002.50
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	845.07
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.76
	DPSUB	SUBCONTRACTING LABOR	2,761.72
1	DPSEC	PANIC BUTTON	156.50
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,381.78
1	DPS	ENFORCER / AIPHONE SYSTEM	828.51
		VIDEO PHONE & MONITOR INCLUDED	
		SIAMESE CCTV CABLE / WIRE	
		Sundry Items - WIC CLINIC # 1209	
	FREIGHT		132.22
		WIC CLINIC # 1208	
		WIC CLINIC # 1208	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,597.49
5	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	1,403.50
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.43
	DPSUB	SUBCONTRACTING LABOR	2,751.95
1	DPSEC	PANIC BUTTON	155.94
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,376.90
2	DPIM	IEI W/P KEYPAD ACCESS SYSTEM	2,917.08
		2 MAGNETIC DOOR LOCKS	
		2 MAG LOCK POWER SUPPLIES	
		2 REQUEST TO EXIT BUTTONS	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	825.59
		VIDEO PHONE & MONITOR INCLUDED	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		Sundry Items - WIC CLINIC # 1208	
	FREIGHT		121.92
		WIC CLINIC # 1211	
		WIC CLINIC # 1211	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,598.18
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	499.69
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	842.46
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.47
	DPSUB	SUBCONTRACTING LABOR	2,569.57
1	DPSEC	PANIC BUTTON	156.01
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	688.74
1	DPIM	EIE W/P KEYPAD ACCESS SYSTEM	1,459.15
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	825.93
		VIDEO PHONE & MONITOR INCLUDED	
		Sundry Items - WIC CLINIC # 1211	
	FREIGHT		100.20
		WIC CLINIC # 1205	
		WIC CLINIC # 1205	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,600.73
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	500.49
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	843.78
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.62
	DPSUB	SUBCONTRACTING LABOR	2,757.50
1	DPSEC	PANIC BUTTON	156.26
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,379.66
1	DPIM	IEI W/P ACCESS SYSTEM	1,461.47
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		Technical Services - WIC CLINIC # 1205	
	TECH LAB	TECHNICAL SERVICE	198.54
		Sundry Items - WIC CLINIC # 1205	
	FREIGHT		120.46
		WIC CLINIC # 1218	
		WIC CLINIC # 1218	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,597.55
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	499.49
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	842.13

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.43
	DPSUB	SUBCONTRACTING LABOR	2,752.03
1	DPSEC	PANIC BUTTON	155.95
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	688.47
1	DPIM	IEI W/P KEYPAD ACCESS SYSTEM	1,458.58
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	825.61
		VIDEO PHONE & MONITOR INCLUDED	
		Technical Services - WIC CLINIC # 1218	
	TECH LAB	TECHNICAL SERVICE	198.14
		Sundry Items - WIC CLINIC # 1218	
	FREIGHT		100.20
		WIC CLINIC # 1230	
		WIC CLINIC # 1230	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,598.16
3	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	1,499.07
2	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	561.64
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.47
	DPSUB	SUBCONTRACTING LABOR	2,753.10
1	DPSEC	PANIC BUTTON	156.01
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,377.46
2	DPIM	IEI W/P KEYPAD ACCESS SYSTEMS	2,918.28
		2 MAGNETIC DOOR LOCKS	
		2 MAG LOCK POWER SUPPLIES	
		2 REQUEST TO EXIT BUTTONS	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
1	DPS	ENFORCER / AIPHONE SYSTEM	825.93
		VIDEO PHONE & MONITOR INCLUDED	
		Technical Services - WIC CLINIC # 1230	
	TECH LAB	TECHNICAL SERVICE	198.22
		Sundry Items - WIC CLINIC # 1230	
	FREIGHT		137.37
		WIC CLINIC # 1201	
		WIC CLINIC # 1201	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	1,601.09
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	500.60
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	843.99
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	94.64
	DPSUB	SUBCONTRACTING LABOR	2,574.25
1	DPSEC	PANIC BUTTON	156.29
2	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	1,379.98

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
1	DPIM	IEI W/P KEYPAD ACCESS SYSTEM	1,461.81
		MAGNETIC DOOR LOCK	
		MAG LOCK POWER SUPPLY	
		REQUEST TO EXIT BUTTON	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
		Technical Services - WIC CLINIC # 1201	
	TECH LAB	TECHNICAL SERVICE	198.58
		Sundry Items - WIC CLINIC # 1201	
	FREIGHT		120.46
		WIC CLINIC # 1219	
		WIC CLINIC # 1219	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	
	DPSUB	SUBCONTRACTING LABOR	
1	DPSEC	PANIC BUTTON	
1	DPS	ENFORCER / AIPHONE SYSTEM	
		VIDEO PHONE & MONITOR INCLUDED	
		SIAMESE CCTV CABLE / WIRE	
		Technical Services - WIC CLINIC # 1219	
	TECH LAB	TECHNICAL SERVICE	
		Sundry Items - WIC CLINIC # 1219	
	FREIGHT		91.70
		WIC CLINIC # 1203	
		WIC CLINIC # 1203	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	
3	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	
4	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	
	DPSUB	SUBCONTRACTING LABOR	
1	DPSEC	PANIC BUTTON	
		SIAMESE CCTV CABLE / WIRE	
		Technical Services - WIC CLINIC # 1203	
	TECH LAB	TECHNICAL SERVICE	
		Sundry Items - WIC CLINIC # 1203	
	FREIGHT		110.07
		WIC CLINIC # 1224	
		WIC CLINIC # 1224	
1	ADEDVR009016	EDVR,9CNL,CDRW,160GB,NTSC/PAL	
1	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	
3	ADCPWH3895CN	DISCOVER INDOOR, MINI-DOME, 54	
1	ADC824UL	CAMERA POWER SUPPLY 8 OUTPUTS	

SimplexGrinnell Quotation

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
	DPSUB	SUBCONTRACTING LABOR	
1	DPSEC	PANIC BUTTON	
1	UML-19P-90	MONITOR,LCD,19 IN,VGA, DVI,120	
1	DPIM	IEI W/P KEYPAD ACCESS SYSTEM	
		2 MAGNETIC DOOR LOCKS	
		2 MAG LOCK POWER SUPPLIES	
		2 REQUEST TO EXIT BUTTONS	
		ACCESS CONTROL WIRE	
		SIAMESE CCTV CABLE / WIRE	
		Technical Services - WIC CLINIC # 1224	
	TECH LAB	TECHNICAL SERVICE	
		Sundry Items - WIC CLINIC # 1224	
	FREIGHT		100.20

Total net selling price, FOB shipping point, $209,830.00

Comments

EXLUDES SALES TAX. EXCLUDES CUTTING, PATCHING & PAINTING. CUSTOMER TO PROVIDE POWER FOR DVR'S, MONITORS, POWER SUPPLIES (ACCESS, ENFORCER / AIPHONE & CCTV), DEDICATED I.P. ADDRESS FOR OFF-SITE VIEWING OF SURVEILLANCE SYSTEMS. SG TO TAKE PANIC WIRE TO EXISTING SECURITY PANELS, BUT IS UP TO CUSTOMER TO HAVE MONITORING COMPANY CONNECT PANIC BUTTON WIRE. SG TO TAKE ACCESS CONTROL WIRE TO EXISTING FIRE PANEL FOR MAG LOCK DOOR RELEASE, BUT IT IS UP TO CUSTOMER TO HAVE MONITORING COMPANY TIE ACCESS CONTROL WIRE INTO FIRE PANEL.

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT

(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

FAX: 956-686-9045

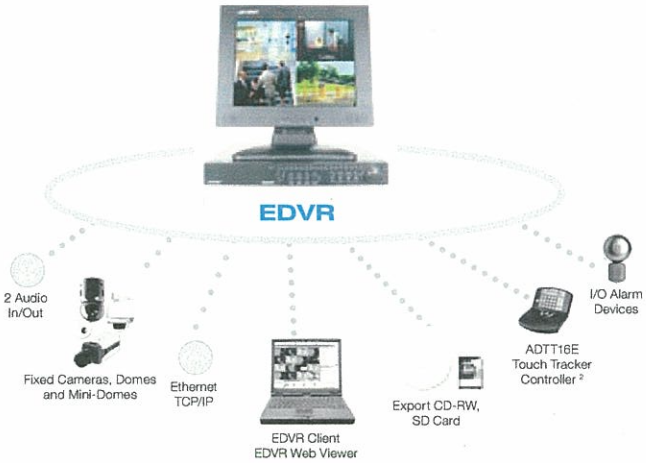
Offered By: SimplexGrinnell LP License#: 1200 E Hackberry Suite A Mcallen, TX 78501 Telephone: ~~(361) 289-6174~~ 956-618-5284 Representative: CHRIS MACDONALD	Accepted By: (Customer) Company: Address: Signature: Title: P.O.#: Date:

AMERICAN DYNAMICS

SPECIFICATIONS

Basic System Diagram

From the powerful SpeedDome® Ultra 8 Programmable Dome Camera to the high-performance Discover™ Mini-Domes, the American Dynamics EDVR can record images from any camera or dome in the American Dynamics portfolio. For added convenience, your customers can control domes and cameras directly from the EDVR front panel, from the ADTT16E Touch Tracker® Controller[2], or from the EDVR client. With complete pan, tilt, or zoom capabilities, your customers can get a better view and, therefore, better security.



General

System Design . . . . . Non PC-based, embedded operating system with DSP hardware and upgradeable system firmware
Archiving . . . . . 80 GB, 160 GB, 320 GB and 640 GB Hard Drive (Full/Alarm/Select); SD memory card (.JPG or .AVI format); CD-RW
Video Input . . . . . 1.0 Vpp (signal 714mV, sync 286mV) 75 ohms (BNC unbalanced) AGC Range: 0.5~2.0Vpp Chrominance: 0.286 Vpp Color sub-carrier lock range: +/-200Hz
Video Output Level . . . . . 1.0 Vpp +/-10%, 75 ohms (BNC unbalanced)
Video Output Frequency . . . . -3dB +/-1dB at 3 MHz 30 IPS NTSC/25 ips PAL, best recording mode
Video Output Burst Level. . . . 286mv +/-10% or Vector +/- 10°
Compression Pixel Quality. . . 720 x 240 NTSC (720 x 288 PAL)
Impedance. . . . . 75 ohms/Hi-impedance x 16 switchable
Number of Audio Tracks . . . . Two
Audio Compression. . . . . 8/22/44 kHz sampling, µ-law
Audio Input . . . . . 10k ohms, 2.6Vp-p (RCA)
Audio Output . . . . . 1k ohms, 2.6Vp-p, 100~2k Hz (RCA)
Audio Output Level . . . . . -15dBs +/-4dBs (input –8dBs 1kHz sine wave)
Network Interface . . . . . Ethernet (RJ-45, 10/100M)
Network Protocol. . . . . TCP/IP, DHCP, HTTP, UDP
Network Capabilities . . . . . Live/Playback/PTZ control/System Setup Serial Port . . . . . RS-232, RS-485–variable bit rate from 1200 up to 115200 bps, 8 data bits, no parity, 1 stop bit. RS-485 signals are provided to the rear panel with a push-in type terminal block connector
Recording Rate . . . . . 60 ips for 720 x 240 (NTSC) / 50 ips for 720 x 288 (PAL)
Password Protection . . . . . Menu Setup, Remote Access
Software Upgrade . . . . . Via SD memory card
Picture Compression. . . . . M-JPEG
Recording Capacity. . . . . 80, 160, 320 or 640 GB (1 or 2 fixed HDD) 1 CD-RW
Memory Card. . . . . Supports SD memory card

Physical

Weight . . . . . 15.45 lbs/7.00 kg (two hard drives)
Dimensions . . . . . 430 x 55 x 405 mm (17 x 2 x 16 in), desktop or EIA (19 in) rack mountable

Environmental

Operating Temperature . . . . . 5°C to 40°C (41°F to 104°F)
Humidity . . . . . 30% to 80%
Storage Conditions . . . . . -20°C to 60°C (-4°F to 140°F)

Electrical

Power Interrupt . . . . . Auto recovered to recording mode
Power Supply (adapter) . . . . . Input AC 100~240V, 47~63 Hz Output DC 12V, 5 A
Power Consumption . . . . . 55 watts (12 VDC, 4.6 A)

Regulatory

Emissions . . . . . FCC 15b, Class B EN55022: 1998/A1:2000/A2:2003 Class B EN61000-3 2:1995/A1:1998/A2:2003 EN61000-3-3:1995/A1:2001
Immunity EN50130-4 (1996)
Safety. . . . . CE UL 60950-1 TUV EN 60950-1: 2001+A11 C-Tick Australia PSE Japan

Minimum Specifications for the EDVR Client Software

Processor . . . . . Intel Pentium III 750 MHz
Memory . . . . . 256 MB RAM
Operating System . . . . . Windows® 98, NT, ME, 2000, and XP
Video Card. . . . . 4 MB of RAM capable of 24-bit true color display
Free Hard Disk Space . . . . . 160 MB for software installation
Network Card . . . . . 10Base-T network for LAN operation

Model Number Configuration for EDVRs

	BRAND	FEATURES	FAMILY	CHANNELS	STORAGE	
EXAMPLE	**AD**	**E**	**DVR**	**004**	**080**	
	AD	Embedded	Digital Video Recorder	004 = 4 channels 009 = 9 channels 016 = 16 channels	080 = 080 GB 016 = 160 GB	032 = 320 GB 064 = 640 GB

(2) Not compatible with any other American Dynamics controller.

Product offerings and specifications are subject to change without notice. Actual products may vary from photos. Not all products include all features. Availability varies by region; contact your sales representative. Certain product names mentioned herein may be trade names and/or registered trademarks of other companies.

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AMERICAN DYNAMICS™

DATA SHEET



EDVR

Embedded Digital Video Recorder

Features That Make a Difference:

- Full triplex operation allows simultaneous live or playback viewing and recording operations
- Available in 4, 9 & 16 channel desktop or rack mountable configurations with 2 audio channels
- Effectively manage video storage with adjustable camera settings, duration settings, and four hard drive configurations (80 GB, 160 GB, 320 GB, & 640 GB capacities)
- Embedded proprietary operating system ensures high reliability
- Remotely manage your system with the client software or a web browser
- Create up to 8 recording schedules and select the speed at which you view the recorded video
- Powerful search capabilities, including first-in-its-class thumbnail searches, make it easy to find the right video clip
- Supports adjustable motion detection and covert cameras
- Unalterable digital signatures of recorded video ensure authenticity
- Pre-alarm image recording puts your video clips in context
- User selectable NTSC and PAL video output
- Built-in CD-RW and Secure Digital (SD) card slot make it easy to export video clips and keep the system up to date
- Exports video clips in AVI format with digital signatures
- Available in English, Spanish, French, Italian and German

The American Dynamics EDVR is an extremely reliable, easy-to-install digital video recorder that provides enormous benefits over recording video on traditional VCRs with their cumbersome and degradable tapes. The EDVR delivers essential video recording features in an economical package, providing the best solution for small retail stores, health care facilities and other small to mid-sized offices.

Providing standard DVR functions at a fraction of the price of a full featured digital video management system (DVMS), the EDVR includes four live viewing modes including basic live view, freeze, 2X digital zoom, and custom sequencing. Additionally, you can set up to 8 recording schedules and play back the recorded video as quickly, or slowly, as desired—from 1/100th to 100X the original speed. The EDVR provides superior image resolution recorded at 60 ips NTSC (50 ips PAL) and stores video as MJPEG images. It also offers four storage configurations (80 GB, 160 GB, 320 GB and 640 GB) for added convenience.

The intuitive EDVR front panel provides immediate control of all recording, searching and management functions. In addition to controlling PTZ, camera calls, and display modes, you can remotely monitor, search for, and configure alarm notifications. Searches can be highly refined with multiple search modes and conditions including event list, time, alarm list, and filter. First-in-its-class thumbnail searches with eight different time intervals make it quick and easy to find specific video clips.

The EDVR can easily be added to an existing network via TCP/IP or viewed via a web browser to easily search for video, monitor and configure cameras, and receive alarm notifications from a remote workstation using a built-in web server.

Available in 4, 9 & 16 channel desktop or rack mountable configurations with 2 audio channels, the EDVR provides a solution that is exactly right for your security needs.

tyco / Fire & Security

AMERICAN DYNAMICS™

SPECIFICATIONS

	Super High Resolution Cameras		True Day/Night Cameras	
	ADCSHR2412N ADCSHR2412P	ADCSHR0230P	ADCTDN2412N ADCTDN2412P	ADCTDN0230P
Operational				
Imager	Interline Transfer 1/3-inch CCD	Interline Transfer 1/3-inch CCD	Interline Transfer 1/3-inch CCD	Interline Transfer 1/3-inch CCD
Video Output	1.0 Vp-p/75Ω, Composite	1.0 Vp-p/75Ω, Composite	1.0 Vp-p/75Ω, Composite	1.0 Vp-p/75Ω, Composite
Active Pixel Count (H x V)	NTSC: 768 x 494	N/A	NTSC: 768 x 494	N/A
	PAL: 752 x 582	PAL: 752 x 582	PAL: 752 x 582	PAL: 752 x 582
Minimum Scene Illumination Color Mode Black & White Mode	 0.7 lux, f1.2, AGC on 0.5 lux, f1.2, AGC on	 0.7 lux, f1.2, AGC on 0.5 lux, f1.2, AGC on	 0.4 lux, f1.2, AGC on 0.02 lux, f1.2, AGC on	 0.4 lux, f1.2, AGC on 0.02 lux, f1.2, AGC on
Horizontal Resolution	540 TVL	540 TVL	540 TVL	540 TVL
Auto Iris Lens Type	Video iris/DC iris	Video iris/DC iris	Video iris/DC iris	Video iris/DC iris
Backlight Compensation	On/Off	On/Off	4 zones/Off	4 zones/Off
Synchronization	Internal/Line-lock	Internal/Line-lock	Internal/Line-lock	Internal/Line-lock
White Balance	ATW or Manual mode (adjustable)	ATW or Manual mode (adjustable)	ATW/ATW wide AWC (one touch) Manual mode (adjustable)	ATW/ATW wide AWC (one touch) Manual mode (adjustable)
S/N Ratio	-50 dB	-50 dB	-50 dB	-50 dB
Connectors				
Input Power	2-pin Screw Terminal	Line cord with Euro plug	2-pin Screw Terminal	Line cord with Euro plug
Composite Video	BNC	BNC	BNC	BNC
Auxiliary Input/Output	N/A	N/A	2-pin Push Terminal	2-pin Push Terminal
DC/Video Auto Iris	4-pin Square	4-pin Square	4-pin Square	4-pin Square
Electrical				
AC Voltage	NTSC: 24 VAC (+20%, -20%) @ 60 Hz	N/A	NTSC: 24 VAC (+20%, -20%) @ 60 Hz	N/A
	PAL: 24 VAC (+20%, -20%) @ 50/60 Hz	PAL: 230 VAC (220 to 240 VAC) @ 50/60 Hz	PAL: 24 VAC (+20%, -20%) @ 50/60 Hz	PAL: 230 VAC (220 to 240 VAC) @ 50/60 Hz
DC Voltage	12 VDC (+10%, -10%)		12 VDC (+10%, -10%)	
Power Consumption	4.7 watts (380 mA)	57 mA	4.8 watts (400 mA)	75 mA
Physical				
Lens Mount	C/CS	C/CS	C/CS	C/CS
Camera Mount	1/4-inch x 20 (top or bottom)	1/4-inch x 20 (top or bottom)	1/4-inch x 20 (top or bottom)	1/4-inch x 20 (top or bottom)
Dimensions (W x H x L)	52 x 58 x 126 mm	67 x 63 x 126 mm	67 x 63 x 126 mm	67 x 63 x 126 mm
	(2.0 x 2.28 x 4.96 in)	(2.56 x 2.48 x 4.96 in)	(2.56 x 2.48 x 4.96 in)	(2.56 x 2.48 x 4.96 in)
Unit Weight	370 g (0.82 lbs)	713 g (1.57 lbs)	480 g (1.06 lbs)	700 g (1.54 lbs)
Shipping Weight	600 g (1.32 lbs)	1.0 kg (2.2 lbs)	700 g (1.54 lbs)	1.1 kg (2.42 lbs)
Body Color	Light Gray (Pantone 427c)	Light Gray (Pantone 427c)	Light Gray (Pantone 427c)	Light Gray (Pantone 427c)
Environmental				
Operating Temperature	-10° to 50°C (14° to 122°F)	-10° to 50°C (14° to 122°F)	-10° to 50°C (14° to 122°F)	-10° to 50°C (14° to 122°F)
Storage Temperature	-30° to 60°C (22° to 140°F)	-30° to 60°C (22° to 140°F)	-30° to 60°C (22° to 140°F)	-30° to 60°C (22° to 140°F))
Humidity	<90% RH (noncondensing)	<90% RH (noncondensing)	<90% RH (noncondensing)	<90% RH (noncondensing)
Regulatory				
Emissions	NTSC: FCC Part 15 Class B	N/A	NTSC: FCC Part 15 Class B	N/A
	ICES-003	N/A	ICES-003	N/A
	PAL: EN61000-6-3	EN61000-6-3	PAL: EN61000-6-3	EN61000-6-3
		EN61000-3-2, EN61000-3-3		EN61000-3-2, EN61000-3-3
Immunity	PAL: EN50130-4	EN50130-4	PAL: EN50130-4	EN50130-4
Safety	NTSC: UL2044; CSA C22.2	EN60950-1	NTSC: UL2044; CSA C22.2	EN60950-1

To complete your camera solution with mounts, lenses, housings, accessories or pre-packs, please refer to our other product data sheets.

Product offerings and specifications are subject to change without notice. Actual products may vary from photos. Not all products include all features. Availability varies by region; contact your sales representative. Certain product names mentioned herein may be trade names and/or registered trademarks of other companies.

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AMERICAN DYNAMICS™

DATA SHEET

540 TVL Super High Resolution Fixed Cameras and 540 TVL True Day/Night Fixed Cameras



ADCSHR2412 Series
Camera shown with lens attached*



ADCTDN2412 Series
Camera shown with lens attached*

Features That Make a Difference:

- 540 TVL models with Night-Saver mode and True Day/Night models with moving mechanical IR cut filter
- Available in 24 VAC/12 VDC NTSC, 24 VAC/12 VDC PAL or mains 230 VAC PAL
- Superior low-light performance
- Auto white balance (AWB) adjusts for accurate colors across a multitude of lighting conditions
- Automatic gain control (AGC), automatic electronic shutter (AES), and backlight compensation (BLC)
- Phase adjustable line-lock or internal synchronization
- Compatible with C/CS lenses, video, or DC auto iris versions, including choice of IR corrected, vari-focal lenses for use with True Day/Night camera models
- Available as camera pre-packs for easy ordering and installation
- Day/Night models also include:
  - Focus adjust mode for ease of installation and focus accuracy
  - On-screen menu display for easy programming (such as camera titles)
  - Monitor mode to optimize output for CRT or LCD displays
  - Advanced pixel correction
  - Factory default settings
  - Auxiliary input and output
  - Selectable 4 zone BLC
  - Manual shutter mode

ADCSHR series fixed cameras are the ideal choice for applications requiring 540 TVL to provide super, high resolution images and true color rendition. Depending upon the scene and lighting conditions, the camera offers AWB, AGC, AES, and BLC controls which you can set to optimize image performance. The Night-Saver mode automatically switches the cameras to B/W in scenes with less lighting to provide you with better low-light detail performance. These cameras feature internal and phase adjustable line-lock options for "roll-free" switching. The cameras are available in NTSC or PAL formats with 24 VAC/12 VDC voltages to meet a variety of application requirements. A 230 VAC mains version is also available in a PAL format.

ADCTDN cameras offer the same features as the ADCSHR series but also include a moving mechanical IR cut filter that provides True Day/Night functionality. For scenes with typical lighting such as daylight or lit indoor applications, the camera provides a 540 TVL super, high resolution image. When light levels drop, the camera automatically removes its' IR cut filter and switches from color to B/W to capture images in very low light. This action can also be triggered manually via an auxiliary input or can trigger an auxiliary output to turn on optional accessories such as IR illuminators. ADCTDN cameras also offer many advanced, easy-to-use features, like on-screen menu programming with default settings. Advanced pixel correction, focus adjust mode for focus accuracy, selectable four zone BLC, manual shutter mode, and a monitor mode to optimize for CRT or LCD displays are also included. For a total solution, IR corrected lenses are available for use with the ADCTDN series.

Both series of American Dynamics cameras are extremely reliable, easy-to-install, and designed for use in a wide variety of applications. These cameras are ideally suited for use in areas where high performance in a variety of lighting conditions is required.

(*) lenses sold separately

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SPECIFICATIONS

	ADMNM17LCD	ADMNM19LCD
General		
Viewing Area (H x V)	337.92 x 270.34 mm (13.30 x 10.64 in)	376.32 x 301.056 mm (14.82 x 11.85 in)
Viewing Angle (H x V)	160° (H) x 160° (V)	140° (H) x 135° (V)
Response Time	8 ms	12 ms
Pixel Pitch	0.264 x 0.264 mm (.01 x .01 in)	0.294 x 0.294 mm (.012 x .012 in)
Brightness	420 cd/m2	450 cd/m2
Contrast Ratio	500:1	450:1
Mechanical		
Without Base (H x W x D)	354 x 387 x 99 mm (13.94 x 15.26 x 3.7 in)	393 x 425 x 99 mm (15.47 x 16.73 x 3.7 in)
With Base (H x W x D)	424.9 x 387 x 195.7 mm (16.7 x 15.26 x 7.7 in)	440.2 x 425 x 195.7 mm (17.33 x 16.73 x 7.7 in)
Unit Weight		
With Base	10.25 kg (22.60 lbs)	10.70 kg (23.6 lbs)
Without Base	7.62 kg (16.8 lbs)	8.07 kg (17.8 lbs)
Shipping Information		
Dimensions (H x W x D)	584.2 x 622.3 x 184.2 mm (23 x 24.5 x 7.25 in)	584.2 x 622.3 x 184.2 mm (23 x 24.5 x 7.25 in)
Weight	11.1 kg (24.5 lbs)	12.8 kg (28.3 lbs)

Common Specifications for the 17" and 19" LCD Flat Panel Monitors

General	
Resolution	1280 x 1024
Aspect Ratio	4:3
Backlight Type	4CCFL
Backlight Hours	50,000 hr (typical)
Display Color	16.2 million
Sync. Format	NTSC, PAL, SECAM
Frequency (Horizontal)	PC input: 31.5 KHz to 80 KHz; Video input: 15750 Hz (NTSC)/15625 Hz (PAL)
Frequency (Vertical)	PC input: 56 Hz to 75 Hz; Video input: 60 Hz (NTSC)/50 Hz (PAL)
Video Interface	D-Sub 15 In x 1, Video In x 2 (BNC), Video Out x 2 (BNC), S-Video In x 1
VGA	Yes, x 1
CVBS	Yes, x 2
S-Video	Yes, x 1
Audio Interface	Audio in x 2, PC Phone in x 1
Input Power	AC Socket In x 1
Input Signal Video Format	Composite signal 0.5-2 Vpp/75 ohm (auto termination), Y signal 1 Vpp, C signal 0.3 Vpp
Integrated Speakers & Output	Yes, 2W + 2W
Front Panel Controls	Power, adjust up/down/left/right, menu, exit, input
Indicators	LED, power on, stand by, sleep
VESA Mount	VESA 75 / VESA 100
Tilt Angle	+/- 15° (up or down)
Comb Filter	3D (NTSC, PAL)
Anti-Glare Glass	Yes
Noise Reduction	3D
Auto Signal Searching	Yes
RS-485	Yes

PIP & VOV	VOV + PIP
De-interlace	3D (NTSC / PAL)
Power Failure Auto Recover	Yes
Power Latching	Yes
Power on Option	CVBS1 / CVBS2 / S Video / VGA
PVM Expand	No
Languages	English, German, French, Spanish, Japanese Chinese
Power Type	AC 100 to 240 VAC 50/60Hz
Power Supply	Internal
Environmental	
Operating Temperature	0 to 35°C (32 to 95°F)
Humidity	20% to 80% RH (noncondensing)
Storage Conditions	-10 to 60°C (-4 to 140°F)
Maximum Operating Altitude	50°C
Color Temperature	9300 K/6500 K user-definable
Regulatory	
Emissions	FCC Class B,CE
Immunity	CE
Safety	UL/cUL
Model Numbers	
ADMNM17LCD	LCD monitor, color, 17", (1280 x 1024), multimode, (NTSC, PAL, SECAM), composite
ADMNM19LCD	LCD monitor, color, 19", (1280 x 1024), multimode, (NTSC, PAL, SECAM), composite
Accessories	
ADMNRKT17	Rack mount kit for the ADMNM17LCD
ADMNRKT19	Rack mount kit for the ADMNM19LCD

Product offerings and specifications are subject to change without notice. Actual products may vary from photos. Not all products include all features. Availability varies by region; contact your sales representative. Certain product names mentioned herein may be trade names and/or registered trademarks of other companies.

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www.americandynamics.net

RoHS 2002/95/EC

CE

tyco / Fire & Security

AMERICAN DYNAMICS™

DATA SHEET



17" and 19" LCD Flat Panel Monitors

Features That Make a Difference:

- Support up to 1280 x 1024 resolution
- Outstanding color and clarity
- High brightness and contrast ratio
- Fast response time
- Auto termination on looping video
- NTSC/PAL auto detect
- Built-in speakers
- Convenient front-panel controls
- Low power consumption
- Desktop and rack mountable

American Dynamics™ 17 and 19 inch high resolution LCD monitors provide exceptional picture quality and features multiple input modes to support various situations. Both monitors offer 1280 x 1024 resolution high contrast ratios (500:1 ADMNM17LCD and 450:1 ADMNM19LCD) and can display over 16 million colors. These features along with 3D comb filtering, allows us to set the industry bar with the bright and sharp picture experience. ADMNM17LCD and ADMNM19LCD flat panel LCD monitors complement any security application from small single camera systems to large multi-camera matrix and DVR systems.

The monitor's fast response time delivers images without ghosting or blurring. The large viewing angle reduces positional distortion. Push button controls are easy to use and accessible. Auto terminating connectors are quickly located on the back panel of each monitor. Detachable bases, integrated power supplies and 75/100 mm VESA mounting enables easy adaptation to a variety of mounting requirements. Rack mount kits with 15° of tilt are also available to further customize your monitoring system.

tyco / Fire & Security

ENFORCER® Video

Video Door Phone

DP-121Q *B/W, Simple 4-wire Installation*

The Video Door Phone displays an image of a visitor shown in real-time on the phone's monitor, while a built-in microphone and speaker on the camera unit lets users communicate with visitors. Authorized visitors can then be granted entry with the push of a single button.



Features:

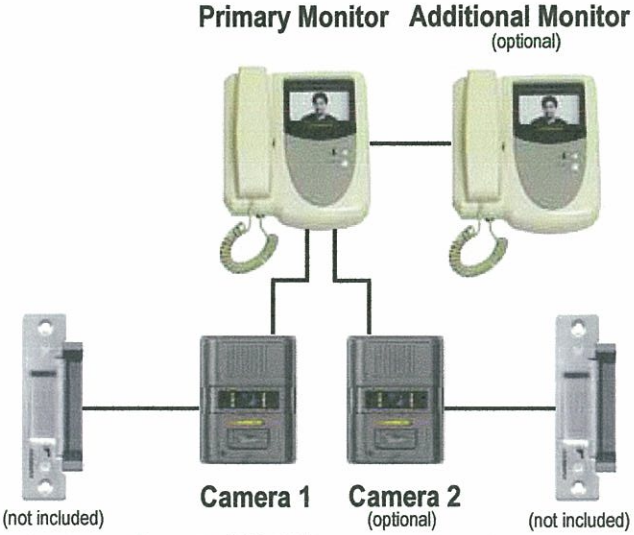
- For home or business use.
- Camera has 6 LEDs for nighttime operation.
- Remotely and securely talk to visitors.
- Remotely unlock doors, gates, etc. from the monitor.
- Simple 4-wire connection.
- Easy surface-mount installation.
- Camera and monitor turn on and off with the push of a button.
- Camera and monitor turn off automatically when not in use.
- Adjustable contrast, brightness, and ringer volume.
- LED indicators for power and operation.
- Camera contains a built-in angle adjustment.

Easily connect an additional monitor and/or an additional camera
Additional Monitor: ***DP-121-SQ***
Additional Camera: ***DP-121-CQ***

Specifications:

Camera	
Type	B/W Camera
Chip	CCD
Resolution	380 TV lines
Relay output	1 Amp@12VDC max. dry contact
Lens	3.6mm
Min. illumination	0.8 Lux
Weight	8 oz. (220g)
Dimensions	$5^{1}/_{4}$" x $3^{15}/_{16}$" x $1^{1}/_{2}$" (134 x 100 x 38 mm)
Monitor	
Display	CRT
Weight	2 lb. 8 oz. (1.1kg)
Power consumption	800mA@15~18 VDC
Power Source	15VDC +/- 15%
Dimensions	$9^{5}/_{8}$" x $7^{11}/_{16}$" x $3^{1}/_{8}$" (245 x 196 x 79 mm)

Sample Application:



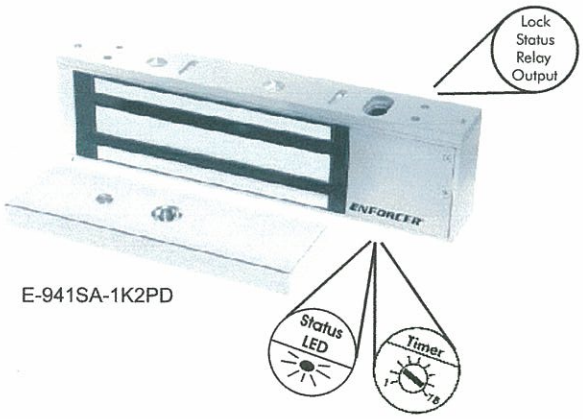
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SECO-LARM®
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Tel: 1-800-662-0800 (Domestic U.S. & Canada)
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Email: info@seco-larm.com
Fax: 1-949-261-7326
Website: www.seco-larm.com

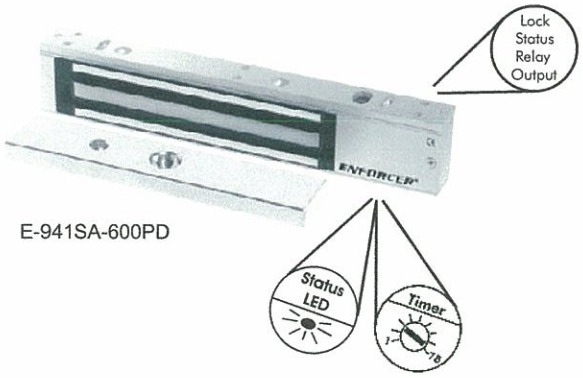
600-lb. & 1,200-lb. with Relay, LED, Timer

E-941SA-1K2PD 1,200-lb. Electromagnetic Lock, Featuring Status-Monitor LED & Relay Output, plus Programmable Timer

E-941SA-600PD 600-lb. Electromagnetic Lock, Featuring Status-Monitor LED & Relay Output, plus Programmable Timer



E-941SA-1K2PD



E-941SA-600PD

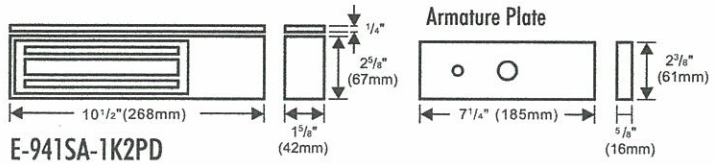
- Anodized aluminum housing (US 28).
- Dual voltage: 12 or 24 VDC (selectable).
- No residual magnetism.
- Detachable faceplate.
- Adjustable mounting bracket.
- Built-in status sensor with 3 Amp dry relay output, for monitoring if door is opened or closed.
- Built-in 2-color LED shows lock/unlock status.
- Built-in timer to adjust the door relock time (1 to 78 seconds).
- MOV surge protection.
- Complete mounting hardware included.
- "L" brackets and "Z" brackets available for easy mounting (See page 17).

Includes:

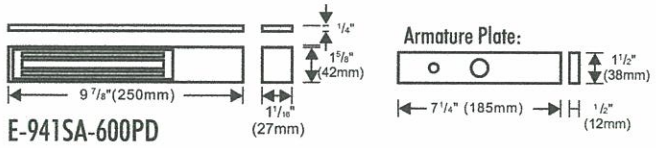
- **Status LED** -- Lights green when the door is locked, red when the door is unlocked.
- **Timer** -- Adjusts the time it takes the door to relock from 1 to 78 seconds.
- **Door Lock Monitor Relay Output** -- Remotely monitors the door lock/unlock status. Relay is 3A @ 12VDC, N.O./N.C.

CE

Dimensions:



E-941SA-1K2PD



E-941SA-600PD

Specifications	E-941SA-1K2PD	E-941SA-600PD
Operating Voltage	12 or 24 VDC	
Holding Force	1,200-lb. (545 kg)	600-lb. (272 kg)
Current Draw	500mA @ 12VDC, 250mA@ 24VDC	
Voltage Tolerance	±10%	
Temperature	14°~131° F (-10°~55° C)	
Status Sensor	SPDT Relay: 3A@12VDC	
Status LED (2-Color)	Locked (Green) /Unlocked (Red)	
Door Relock Timer	Adjustable 1-78 seconds	
Weight (Approx.)	11lbs. (5kg)	4lbs., 6oz. (2kg)



W SERIES
212w, 232w

Flush Mount Weather Resistant Keypad

- Single gang design
- 212 style – 1 SPDT 8 amp relay and three 50mA negative voltage outputs
- 1.70" x 2.60" x 1.125"
- 1.70" x 2.60" x1.675" w/293 relay module)
- 10-30 VDC; 12-24 VAC – auto adjusting
- Optional printer interface

The 212 Series keypads are designed for basic access control or code control for up to four individual devices (model dependent). These keypads are the perfect choice for controlling electric or magnetic locks, security systems, elevator control, gate controls, or other types of equipment requiring on/off or momentary control inputs.

FEATURES

- 120 users
- Input trigger for Request to Exit or other open circuit contact
- Up to 4 independent outputs (model dependent)
- All outputs programmable for latched or timed operation.
- Keypad programmable

The 232 Series keypads are designed to meet most residential, commercial, and industrial single door access control requirements. Each 232 Keypad provides two inputs and four outputs, factory set access control.

FEATURES

- 120 users
- Request to Exit input
- Door Monitoring input
- Relay outputs
  - Lock release
  - Door forced
  - Door propped
  - Alarm shunt
- Keypad programmable

SimplexGrinnell
BE SAFE.

1200 E Hackberry
Suite A
Mcallen, TX 78501
(361) 289-6174
FAX: (361) 289-6458
www.simplexgrinnell.com

SimplexGrinnell Quotation

TO:
Hidalgo County Building & Grou
P O Box 1356
Edinburg, TX 78539

Project: WIC Clinic - Admin - OPTIONAL
Customer Reference:
SimplexGrinnell Reference: 493407313
Date: 08/03/2009

ATTENTION: Upon your request, we are providing you with line item pricing for all of the components of the system proposed. Please be aware, however, that the unit prices shown on this quotation are for reference only. Due to variations in shipping costs and potential adjustments in system configuration, the line item prices shown may or may not reflect the exact unit costs ultimately invoiced and/or those quoted in the future. The total system price displayed on this quotation will, however, remain as stated unless an authorized change order is processed.

— TX MAS STATE CONTRACT # TXMAS-4-04870

— GSA STATE CONTRACT # GS-07F-0396M

SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION	EXTENDED PRICE
		WIC Clinic - Admin - OPTIONAL	
		WIC Clinic - Admin - OPTIONAL	
2	CPAKO3305-50	EXT CAMPAK LORES CLR W/VAR 5M	852.66
2	DPSEC	Wireless Video & Camera Cntrl	6,498.78
		System for 2 Wireless Cams at Admininistration Building	
		2 - 12 Volt Power Supplies	
1	DPSUB	SUBCONTRACTING LABOR	782.98
		Sundry Items - WIC Clinic - Admin - OPTIONAL	
	FREIGHT		32.03

Total net selling price, FOB shipping point, $8,166.45

Comments

EXCLUDES SALES TAX. CUSTOMER TO SUPPLY POWER FOR 12 VOLT POWER SUPPLIES. EXCLUDES CUTTING, PATCHING & PAINTING. SG TO INSTALL & CONNECT 2 WIRELESS CAMERAS & WIRELESS VIDEO & CAMERA CONTROL SYSTEMS.

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.
Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert.

It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of SimplexGrinnell's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, SimplexGrinnell and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom.

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of

SALE AND INSTALLATION AGREEMENT
(continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against the Seller unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of fumishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and

SALE AND INSTALLATION AGREEMENT
(continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned.

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

27. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

28. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, Ca, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, 78752-4422, 512-424-7710. License numbers available at www.simplexgrinnell.com or contact your local SimplexGrinnell office.

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

FAX: 956-686-9045

Offered By:	Accepted By: (Customer)
SimplexGrinnell LP License#:	
1200 E Hackberry Suite A Mcallen, TX 78501	Company:
Telephone: ~~(361) 289-6174~~ 956-239-2241	Address:
Representative: CHRIS MACDONALD	Signature:
	Title:
	P.O.#: Date:

ORIGINAL

PURCHASING DEPARTMENT
County Of Hidalgo

July 6, 2009

RE: ADDENDUM NO.1
FOR PROJECT No.:2009-201-07-08-MSS
Hidalgo County WIC Program -"Purchase and Installation of Surveillance Security Systems for All WIC Program Clinics/Offices"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 1** in connection with **Hidalgo County WIC Program** -request for Sealed Quotes/Proposals for: **-"Purchase and Installation of Surveillance Security Systems for all WIC Clinics/Offices".**
Please add this **ADDENDUM NO. 1** to your procurement packet, so as to permit your company to submit a complete proposal. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 1** by signing and returning this notice by no later than Tuesday July 7, 2009 at 5:00 PM via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your procurement packet for **Hidalgo County WIC Program -"Purchase and Installation of Surveillance Security Systems for all WIC Clinics/Offices"**
Thank you for your prompt attention to this matter.

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____

ADDENDUM NO. 1
ACKNOWLEDGMENT OF RECEIPT

MLS/mss
Enclosures

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

ADDENDUM NO. 1

July 6, 2009
Hidalgo County WIC Program
"Purchase and Installation of Surveillance Security Systems for All WIC Program Clinics/Offices"
RFP No.: 2009-201-07-08-MSS

NEW PROJECT DATES

NOTE FOLLOWING CHANGES:

1. WALK THRU NEW DATE:

   INITIAL WALK THRU WILL BE HELD ON **MONDAY, JULY 20, 2009 AT 9:00 AM** IN THE WIC CLINIC ADMINISTRATION OFFICE LOCATED AT 3105 W. UNIVERSITY DRIVE, EDINBURG, TX 78539.

2. SEALED PROPOSALS NEW DUE DATE:

   SEALED PROPOSALS ARE DUE BY **WEDNESDAY, JULY 29, 2009 AT 9:30 AM.**

I, CHRIS MACDONALD, acknowledge receipt of ADDENDUM NO. 1 dated, July 6, 2009, for RFP-2009-201-07-08-MSS - **"Purchase and Installation of Surveillance Security Systems for all WIC Program Clinics/Offices"**

SIMPLEX GRINNELL

CHRIS MACDONALD — Printed Vendor Name

7-6-09 — Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

ADDENDUM NO. 2

July 22, 2009
Hidalgo County WIC Program
"Purchase and Installation of Surveillance Security Systems for All WIC Program Clinics/Offices"
RFP No.: 2009-201-07-08-MSS

NEW PROJECT DATES

NOTE FOLLOWING CHANGES:

1. SEALED PROPOSALS NEW DUE DATE:

   AS DISCUSSED DURING WALK THRU, SEALED PROPOSALS WILL BE DUE BY **MONDAY, JULY 27, 2009 AT 5:00 PM.**

I, CHRIS MACDONALD, acknowledge receipt of ADDENDUM NO. 2 dated, July 27, 2009, for RFP-2009-201-07-08-MSS - **"Purchase and Installation of Surveillance Security Systems for all WIC Program Clinics/Offices"**

SIMPLEX GRINNELL

CHRIS MACDONALD — Printed Vendor Name

7-22-09 — Date

NOTE: PLEASE SUBMIT THIS ORIGINAL ADDENDUM WITH YOUR PROPOSAL PACKET....

PURCHASING DEPARTMENT
County Of Hidalgo

July 22, 2009

RE: ADDENDUM NO. 2
FOR PROJECT No.:2009-201-07-08-MSS
Hidalgo County WIC Program -"Purchase and Installation of Surveillance Security Systems for All WIC Program Clinics/Offices"

Dear Gentlemen:

Attached you will find **ADDENDUM NO. 2** in connection with **Hidalgo County WIC Program** -request for Sealed Quotes/Proposals for: **-"Purchase and Installation of Surveillance Security Systems for all WIC Clinics/Offices".**
Please add this **ADDENDUM NO. 2** to your procurement packet, so as to permit your company to submit a complete proposal. See original procurement packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of **ADDENDUM NO. 2** by signing and returning this notice by no later than Thursday July 23, 2009 at 5:00 PM via e-mail to moises.salazar@co.hidalgo.tx.us or via fax to (956) 318-2629.

If you do not receive all pages of **ADDENDUM NO. 2** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 2** will complete your procurement packet for **Hidalgo County WIC Program -"Purchase and Installation of Surveillance Security Systems for all WIC Clinics/Offices"**
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/mss
Enclosures

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

AI-17336 **23.D.1.**

BCAP Work Authorization-Raba Kistner Round 2- Pct 2

CC REGULAR

Date:	09/15/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.2

Information

CAPTION

Acceptance and approval of Work Authorization No. 4 (with a proposed fee of $13,364.84) with Raba-Kistner Consultants, Inc. to provide Construction Materials Testing to Hidalgo County Precinct No. 2 for Various Border Colonia Access Program Round II Projects.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-X-339

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

BUDGETARY IMPACT:

please attached Expenditure Summary with available balances for:
El Charro #2, Pentecostal, Morning Sun, and Southside Village.

Attachments

Link: wrk auth no4

Link: Exp Summ

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 11:19 AM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 11:35 AM	APRV
3	Roland Garcia	Rolando Garcia	09/11/2009 08:21 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Yvette Islas Started On: 09/04/2009 01:41 PM

Final Approval Date: 09/11/2009

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-CAP-08-023-09-02
Work Authorization Form

WORK AUTHORIZATION NO. 4

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, Raba-Kistner Consultants, Inc. Professional Laboratories of McAllen Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for El Charro #2, Pentecostal Subdivision, Morning Sun Subdivision and Southside Subdivision in Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHITIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $ 13,364.84. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as **EXIBIT "D".**

PART 3. PAYMENT

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

PART 4. FUNDING

This Work Authorization No. 4 shall be funded through funding source:

Account No.

Requisition Number _____ (MUST BE INCLUDED AFTER CC APPROVAL)

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization or (DATE).

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement.**

WA _____

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No _____.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2008.

THE LABORATORY:
RABA-KISTNER CONSULTANTS, INC.

_____
BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

_____
Juan D. Salinas III, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General

The Owner will provide to the Laboratory the following:

1) Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.
2) Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.
3) Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.
4) Provide any available relevant data the Owner may have on file concerning the projects.
5) Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.
6) Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.
7) Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing geotechnical Laboratory services, construction materials testing services, construction observation services and environmental services for the Hidalgo County Colonia Access Program - Precinct #2 Projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.
2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Border Colonia Access Program Project Round 2
El Charro #2, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	3	$ 584.25
5VR8G	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	3	$ 212.25
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	2	$ 95.50
5WKR5	4	Sieve Analysis - Flelible Base Material	$ 47.75	ea.	1	$ 47.75
5QT04	5	Proof Rolling Observation	$ 41.60	hr.	6	$ 249.60
5QT00	6	Technician Time – Sampling	$ 41.60	hr.	8	$ 332.80
5QOMO	7	Nuclear Field Density Tests	$ 17.75	ea.	39	$ 692.25
5QT05	8	Technician Time – Density Testing	$ 41.60	hr.	18	$ 748.80
5QFXE	9	Concrete Compressive Strength Tests	$ 13.00	ea.	40	$ 520.00
5QT06	10	Technician Time - Concrete Testing	$ 41.60	hr.	24	$ 998.40
5QBT0	11	Air Content for Concrete	$ 24.25	ea.	8	$ 194.00
5Q055	12	Technician Time - Pick-Up Specimen(s)	$ 41.60	hr.	8	$ 332.80
5RT01	13	Vehicle Travel Charge	$ 20.75	trip	34	$ 705.50
5Q0R5	14	Coring of Asphaltic Concrete to Determine Thickness Density	$ 75.00	ea.	9	$ 675.00
5Q401	15	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	20	$ 990.00
5UIBMH	16	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.50	ea.	2	$ 479.00
5UBSO	17	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	2	$ 196.50
5Z512	18	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 805.44
Estimated Total Cost of Services						$ 8,859.84

CONSTRUCTION MATERIALS TESTING UNIT RATES
Border Colonia Access Program Project Round 2
Morning Sun Subdivision, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	2	$ 389.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	2	$ 141.50
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	1	$ 47.75
5QT00	4	Technician Time – Sampling	$ 41.60	hr.	1	$ 41.60
5QOMO	5	Nuclear Field Density Tests	$ 17.75	ea.	4	$ 71.00
5QT05	6	Technician Time – Density Testing	$ 41.60	hr.	1.25	$ 52.00
5RT01	7	Vehicle Travel Charge	$ 20.75	trip	3	$ 62.25
5Q401	8	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	0.5	$ 24.75
5UIBMH	9	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.50	ea.	1	$ 239.50
5UBSO	10	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	1	$ 98.25
5Z512	11	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 116.81
Estimated Total Cost of Services						$ 1,284.91

CONSTRUCTION MATERIALS TESTING UNIT RATES
Border Colonia Access Program Project Round 2
Pentecostal Subdivision, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	2	$ 389.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	2	$ 141.50
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	2	$ 95.50
5QT00	4	Technician Time – Sampling	$ 41.60	hr.	1	$ 41.60
5QOMO	5	Nuclear Field Density Tests	$ 17.75	ea.	4	$ 71.00
5QT05	6	Technician Time – Density Testing	$ 41.60	hr.	2.25	$ 93.60
5QFXE	7	Concrete Compressive Strength Tests	$ 13.00	ea.	5	$ 65.00
5QT06	8	Technician Time - Concrete Testing	$ 41.60	hr.	1	$ 41.60
5QBT0	9	Air Content for Concrete	$ 24.25	ea.	1	$ 24.25
5Q055	10	Technician Time - Pick-Up Specimen(s)	$ 41.60	hr.	1	$ 41.60
5RT01	11	Vehicle Travel Charge	$ 20.75	trip	5	$ 103.75
5Z512	12	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 110.89
Estimated Total Cost of Services						$ 1,219.79

CONSTRUCTION MATERIALS TESTING UNIT RATES
Border Colonia Access Program Project Round 2
Southside Village, Hidalgo County, Texas

Internal Codes		Description	Unit Fees		Estimated Quantity	Estimated Cost
5VRSF	1	Moisture/Density Relationship Proctor (ASTM/AASHTO)	$ 194.75	ea.	2	$ 389.50
5VRBG	2	Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$ 70.75	ea.	2	$ 141.50
5WKR8	3	Sieve Analysis –200	$ 47.75	ea.	2	$ 95.50
5QT00	4	Technician Time – Sampling	$ 41.60	hr.	1.5	$ 62.40
5QOMO	5	Nuclear Field Density Tests	$ 17.75	ea.	6	$ 106.50
5QT05	6	Technician Time – Density Testing	$ 41.60	hr.	4	$ 166.40
5QFXE	7	Concrete Compressive Strength Tests	$ 13.00	ea.	10	$ 130.00
5QT06	8	Technician Time - Concrete Testing	$ 41.60	hr.	2	$ 83.20
5QBT0	9	Air Content for Concrete	$ 24.25	ea.	2	$ 48.50
5Q055	10	Technician Time - Pick-Up Specimen(s)	$ 41.60	hr.	2	$ 83.20
5RT01	11	Vehicle Travel Charge	$ 20.75	trip	6	$ 124.50
5Q401	12	Asphaltic Concrete Laydown Observation	$ 49.50	hr.	1	$ 49.50
5UIBMH	13	Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$ 239.50	ea.	1	$ 239.50
5UBSO	14	Maximum Theoretical Specific Gravity of Asphalt	$ 98.25	ea.	1	$ 98.25
5Z512	15	Project Administration (Markup of Invoiced Billing Cycle)	10%			$ 181.85
Estimated Total Cost of Services						$ 2,000.30

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
9-1311-431-00-122-240-1-339	EL CHARRO #2-OTHER PROF SRV	8,859.84	5,292.75	.00	.00	3,567.09	59.74
9-1311-431-00-122-484-1-339	MORNING SUN-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-122-557-1-339	PENTECOSTAL-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
9-1311-431-00-122-693-0-339	SOUTH SIDE VILLAGE-OTHER PROF SRV	2,000.00	.00	.00	.00	2,000.00	.00
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**14,859.84**	**5,292.75**	**.00**	**.00**	**9,567.09**	**35.62**
9 YEAR		**14,859.84**	**5,292.75**	**.00**	**.00**	**9,567.09**	**35.62**

AI-17331 **23.E.1.**

Approval of Final Construction Contract - Jessan Subdivision
CC REGULAR

Date:	09/15/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agaptio Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: CAP Pct.3

Information

CAPTION

Approval of final construction contract (awarded by CC on 05-05-09) for C-CAP-09-131-05-05 Road & Drainage Construction for Jessan Subdivision between Hidalgo County and M Construction, LTD in the amount of $46,783.02.

BACKGROUND

NOTE:
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.
Project Engineer: Hinojosa Engineering Inc.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-350-0-731/733
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Refer to Requisition No. 155030. (Pending approval of Final Construction Contract)
Obj. Code 731 Available balance as of 9/10/09 is $25,366.30.
Obj. Code 733 Available balance as of 9/10/09 is $13,544.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-350-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Refer to Requisition No. 155030. (Pending approval of Final Construction Contract)
Available balance as of 9/10/09 is $7,872.72.

Attachments

Link: ai request 17331
Link: COST
Link: CONTRACT

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 11:12 AM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 11:19 AM	APRV
3	Perla Lopez	Perla Lopez	09/10/2009 01:49 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Yvette Islas Started On: 09/04/2009 11:01 AM

Final Approval Date: 09/11/2009

ai # 17331

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Thursday, September 03, 2009 4:18 PM
To: 'Yvette Islas'; Marty
Cc: Norma Ceballos ; M-I-N-G-O; katia.garcia@auditor.co.hidalgo.tx.us; Marcie Jackson; 'Valde Guerra'; 'Agapito Vargas'; dina.trevino@co.hidalgo.tx.us
Subject: Approval of Final Negotiated BCAP Contract
Attachments: Cost Breakdown jessan subd.xls; contract jessan.PDF

Yvette, please place the following item on CC agenda for Tuesday 15th September 2009:

Approval of final negotiated contract for Precinct 3 - 2nd Call Border Colonias Project: Jessan Subdivision (CSJ: 2C1080350)

Contractor: "M" Company, Mission, TX
Project Engineer: Ricardo Hinojosa Engineering
Account: 9-1311-431-00-123-350-0-731 & 733 & 9-1203-431-00-123-350-0-731

Thanks,

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

Please refrain from printing this email unless completely necessary. Go Green!

Jessan Subdivision
CSJ: 2C1080350
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Exacavation	4.26	STA	$600.00	$2,556.00
134	Backfill (Type "A")	4.26	STA	$200.00	$852.00
247	Flexible Base (Complete in Place) (Type "D" Grade VI) (8")	294.49	CY	$28.00	$8,245.72
251	Rewrk Base Mtrl (DC)(TYD CL 2)	294.49	CY	$6.50	$1,914.19
262	Lime Treatment for Base Course (New Base)	1481.17	SY	$1.50	$2,221.76
262	Lime Treatment (Type A slurry) (Type B or C)	6.305	TON	$150.00	$945.75
502	Barricades, Signs and Traffic Handling	1.5	MO	$500.00	$750.00
506	Construction Exits (TY 2) (Install)	72	SY	$15.00	$1,080.00
506	Construction Exits (TY 2) (Remove)	72	SY	$7.00	$504.00
5249	Temporary Sediment Control Fence (Install)	104	LF	$5.00	$520.00
5249	Temporary Sediment Control Fence (Remove)	104	LF	$4.00	$416.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$17.00	$1,224.00
	SubTotal Base Bid →				**$21,229.41**
	ALTERNATE NO.1				
310	Asphalt Material (MC-30)	296.23	GAL	$7.00	$2,073.61
310	Asphalt Concrete (Type "D")	1242	SY	$8.00	$9,936.00
	SubTotal Alternate No.1 →				**$12,009.61**
	Total Base Bid and Alternate No.1 →				**$33,239.02**
	DRAINAGE				
464	RCP (CL III) (18")	84	LF	$22.00	$1,848.00
464	RCP (CL III) (15")	272	LF	$18.00	$4,896.00
467	Safety End Treatment (Pre-Cast)	2	EA	$800.00	$1,600.00
530	Driveways (Asphalt, Concrete, Pavement)	315	SY	$15.00	$4,725.00
530	Driveways (Concrete)	19	SY	$25.00	$475.00
	SubTotal Drainage →				**$13,544.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$34,773.41**
	GrandTotal Roadwork Base Bid and Drainage and Alternate 1 →				**$46,783.02**

Roadwork Allocation:	$ 21,961.80	Drainage Allocation:	$ 9,412.20
25% Transfer Increase	$ 3,404.50	Transfer:	$ 4,131.80
Total Allocation and Transfer	$ 25,366.30	Total Available:	$ 13,544.00
Road and Bridge Account:	$ 7,872.72	Low Bid Drainage:	$13,544.00
Total Allocation, Transfer and Road and Bridge:	$ 33,239.02	Overrun/Underrun	$ -
Low Base Bid Roadwork:	$33,239.02		

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONSTRUCTION CONTRACT
CONTRACT NO: C-CAP-09-131-05-05

This Agreement, entered in to this 5th day of May, 2009 by and between Hidalgo County Precinct No. 3 (hereinafter called the "Owner," and M Construction ,LTD (A Corporation Texas corporation), of County of Hidalgo, and State of Texas, hereinafter called "Contractor".

WITNESSETH

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

HIDALGO COUNTY – ROAD AND DRAINAGE CONSTRUCTION FOR JESSAN SUBDIVISION

Hereinafter called "the project", for the sum of Forty Six Thousand Seven Hundred Eighty-Three dollars and 02/100 ($46,783.02) and all extra work in connection therewith, under the terms and stated in the General and Special Conditions printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by Hinojosa Engineering, Inc., entitled the Architect/Engineer, and as enumerated in Paragraph 1.01.A.12 of the General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in written "Notice to Proceed" of the OWNER and to fully complete the project within 45 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 WHEREOF, the parties to these present have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

APPROVED BY COMMISIONERS COURT ON, _____, 2009.

CONTRACTOR: _____
Print Name & Title: HUGO A MARTINEZ OWNER
Name of Firm : M CONSTRUCTION LTD
Address: P.O BOX 450
MCALLEN TX 78505
Fed. I.D. #/ SS# : 20-4037204 635-04-4420

STATE OF TEXAS

COUNTY OF HIDALGO

This instrument was acknowledged before me on this the 13th day of August, 2009, by Hugo A. Martinez, member of M Construction Ltd General Partner of M Construction Management Inc. (Title) of and on behalf of A Texas Limited Partnership (A corporation)

CARMEN D. SOLIS
Notary Public, State of Texas
My Commission Expires
03/09/2013

_____
Notary Public Signature

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.
800 Pecan
McAllen, Texas 78504

BY: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COUNTY OF HIDALGO:

_____
Juan D. Salinas III, County Judge

AI-17371 **23.F.1.**

Lease and/or Lease Purchase with Edinburg Real Estate Network, Inc.
CC REGULAR

Date:	09/15/2009
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Hidalgo County

Information

CAPTION

Approval of the final contract/lease document for: Lease and/or Lease Purchase Office Space for Hidalgo County with Edinburg Real Estate Network Inc., aka, the Mediplex Facility awarded by CC on 6-8-09 with authority for County Judge or Court Member to excute and thus permitting vendor to commence the renovations with phased timeline as presented and approved by CC on 9-8-09.

BACKGROUND

$ 103,712.00 avaiable funds as of 09/03/09. rc

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-115-002-0-441

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

BUDGETARY IMPACT:

$103,712.00 available balance as of 09/10/09. rc

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	09/10/2009 01:57 PM	APRV
2	Budget & Management	Erika Zamora	09/10/2009 02:10 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/10/2009 04:52 PM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Nielda Cavazos — Started On: 09/09/2009 08:42 AM

Final Approval Date: 09/11/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE

THIS LEASE is made and entered into by and between Edinburg Real Estate Network Inc., referred to in this Lease as "Lessor", and **THE COUNTY OF HIDALGO**, referred to in this Lease as "Lessee."

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises" and are deemed for the purposes of this Lease to contain 23, 600 square feet.

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a two (2) year term commencing on the date of occupancy by Lessee (the "Commencement Date") and ending two (2) years thereafter, unless sooner terminated or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than six (6) months remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to six (6) months from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of

this Lease for an additional one (1) year term, under the same rates, terms and conditions. Lessee reserves the right to continue this lease for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid. If Lessee desires to renew and extend the term of this Lease for a renewal period, Lessee must give Lessor written notice of such renewal at least sixty (60) days prior to the termination of the initial lease term or any extension thereof. Any renewal or extension of this Lease shall be on the terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.2 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.2 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.3 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor sixty (60) days written notice. Upon Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its

expiration.

Lessor's Warranty of Quiet Enjoyment

1.4. Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation by Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to a One Dollar ($1.00) per square feet, and not to exceed Twenty-Three Thousand Six Hundred Dollars and no/100ths ($23,600.00) per month (the "Base Rent") as shown on Lessor's bid, a copy of which is attached hereto as Exhibit B. Lessee agrees to pay as additional rent (after receipt of copy of billing from the utility providing services)for the use and occupancy of the Leased Premises during the Term of this Lease Agreement all utilities that become due for use of the Leased Premises including but not limited to water and sewerage, electricity, and telephone service. As Lessor is occupying a portion of the building containing the Premises, Lessor and Lessee deem Lessees' share of utility charges for the purpose of additional rent shall be a ninety percent (90%) of the utility charge as shown on the utility's statement. Additionally, Lessee agrees to pay as additional rent the taxes and insurance for the Leased Premises as provided in Section 6.01 and Article 7 hereto. As Lessor is occupying a portion of the building containing the

Premises, Lessor and Lessee deem Lessees' share of taxes and insurance charges for the purpose of additional rent shall be a ninety percent (90%) of the taxes and insurance for the Premises calculated from the taxes and insurance statement. Lessee agrees to pay as additional rent (after receipt of evidence of payment from Lessor) ninety percent (90%) of Lessor's general maintenance staff provided Lessees' monthly additional rent for Lessor's maintenance staff shall not exceed monthly the sum of $_____. Additional rental shall be calculated and determined on a calendar month basis and only for the time period while Lessee is occupying the Premises during the term. In the event the Commencement Date is a day other than the first day of the month, the rent and additional rental for the period from the Commencement Date to the last day of the month shall be prorated by dividing the monthly rental and additional rent by thirty (30) days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date. Lessee has the option to purchase the premises which is the subject of these specifications. All Base Rent lease payments shall be applied to the purchase price of the Premises should the Lessee exercise its option to purchase the Premises (see "Exhibit D").

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the first business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **1615 S. Closner, Ste. A, Edinburg, Texas 78539,** or such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof

shall be prorated on the basis of a thirty (30) day month.

Taxes

2.3 Lessee shall, reimburse Lessor against paid receipt ninety percent (90%) of all taxes, special assessments, and governmental charges of every character imposed during the Term of this Lease Agreement upon the Leased Premises and paid by Lessor and on any of the personal property or fixtures located on or in the Leased Premises. All such reimbursement for taxes shall be prorated to the dates Lessee occupies the Premises. Lessee waives all rights to protest the appraised value of the Leased Premises or to appeal the same and all rights to receive notices of reappraisal as set forth in sections 41.413 and 42.015 of the Texas Tax Code. If there is presently in effect or hereafter adopted any nature of sales tax or use tax or other tax on rents or other sums received by Lessor under this Lease Agreement (herein referred to as "Rent Sales Tax"), then in addition to all rent and other payments to be made by Lessee as provided above, Lessee will also pay Lessor a sum equal to the amount of such Rent Sales Tax. The Term "Rent Sales Tax" shall not include any income taxes applicable to Lessor.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises caused by Lessee's negligent used of Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials. Lessee shall grant Lessor and Lessor's agents access to the mechanical room located in the Premises for the purpose of repairs and maintenance of the equipment located therein.

LESSOR'S AND LESSEE'S DUTIES TO REPAIR

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and air conditioning systems (HVAC) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

LESSOR'S DUTY

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good-working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

(8) Landscaping (all greenery, watering, and maintainance).

(9) Parking Lot (including painting, striping, paving, etc.)

Lessee's Right to Repair for Lessor or Vacate

4.4 If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days

following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent, terminate this Lease Agreement as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease. For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall reimburse Lessor ninety percent (90%) of the utility charges (following presentment by Lessor of the utility's charges for each such month during the Term hereof) including but not limited to, electricity and water, used in and about the Leased Premises during the term of this Lease.

ARTICLE 6. LESSOR'S RENOVATIONS

6.1 Lessor prior to the date of Lessee occupying the Premises, agrees to purchase and/or install at Lessor's sole cost and expense Lessee's desired improvements to the Premises as directed by Lessee in writing.

Consent of Lessor

6.2 Lessee shall not make any alterations, additions, or improvements to the Leased Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.3 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that

Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install signs on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, Lessee will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 At all times during the Term of this Lease Agreement, Lessor shall keep

the Leased Premises insured against loss or damage by fire, vandalism and malicious mischief, with extended coverage endorsement or its equivalent with an insurer acceptable to Lessor. Lessee shall reimburse Lessor against paid insurance premium receipt, as additional rental ninety percent (90%) of the cost of such insurance paid by Lessor prorated for the days Lessee occupies the Premises and such property insurance shall be in amounts not less than one hundred percent (100%) of the full replacement value of the Leased Premises, which may be provided under a blanket policy. Such policy or policies of insurance shall name both Lessor and Lessee as a named insured and all proceeds payable thereunder shall be paid to Lessor and held by Lessor in trust, and shall be made available for reconstruction on repair, as the case may be, of any damage to or destruction of the Leased Premises, or any portion thereof, and shall be paid out by Lessor from time-to-time subject to the provisions hereof for the reasonable cost of such reconstruction or repair. Any excess proceeds of insurance remaining after the completion of the restoration or reconstruction of the Leased Premises (or in the event neither Lessor nor Lessee is required or elects to repair and restore, all such insurance proceeds) shall be retained by Lessor free and clear upon completion of any such repair and restoration. All salvage resulting from any risk covered by such insurance shall belong to Lessor except that any salvage relating to Lessee's personal property shall belong to Lessee.

General Liability Insurance

9.2 **Lessor**. Lessor, shall provide and maintain in force during the term of this Lease, liability insurance with limits of at least Five Hundred Thousand Dollar ($500,000.00), naming Lessee as additional insured. Lessee shall reimburse against paid

receipt, as additional rental, ninety percent (90%) of the cost of such general liability insurance paid by Lessor prorated for the days Lessee occupies the Premises. Prior to occupancy of the Premises, Lessor shall provide Lessee with evidence of such insurance.

9.3 **Lessee.** Lessee, at its own expense, shall provide and maintain in force during the term of this Lease, liability insurance in the amounts deemed adequate by Lessee.

Remedy for Failure to Provide Insurance

9.3 Lessor and Lessee shall each furnish with the original of all insurance policies required by this Article. If either Lessor or Lessee does not provide such policies or proof of such insurance within ten (10) days of the execution of this Lease, or if either Lessor or Lessee allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if either Lessor or Lessee fails to deliver proof of insurance showing coverages prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of the party responsible under this Lease to acquire insurance under this Lease; or the party not responsible under this Lease to so acquire the insurance may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with the defaulting party's obligations under the provisions of this Article. The party responsible for so acquiring the insurance agrees to reimburse the other party all amounts spent by the other party having to procure and maintain such insurance within fifteen (15) days after demand from such party having to acquire such insurance. Failure to pay such amount when due shall be a default of the party responsible to acquire insurance under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding is necessary, this Lease Agreement, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can reasonably be completed with thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final six (6) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final six (6) months of the lease term, Lessor shall not be required to rebuild or repair such damage. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification at such time to

Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Section 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and re-let the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relet after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of reletting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may elect that: Upon Lessee's notice

to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within thirty (30) days following written notice from Lessee, Lessee may vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, with the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease

terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. OPTION TO PURCHASE

14.1 Provided Lessee is not in default under any provisions of this lease agreement, Lessee shall have the option to purchase the Premises for the price of Two Million Eight Hundred Fifty Thousand No/100ths Dollars ($2,850,000.00) (the "Option Price"). Such Option to Purchase may be exercised at any time after the Commencement Date of this Lease by Lessee giving sixty (60) days notice to Lessor, such notice evidenced by an executed Earnest Money Contract delivered to Lessor, an unsigned copy of which is attached hereto as Exhibit "C" (The "Purchase Contract"). All Base Rent paid by Hidalgo County through the date of closing (as defined in the Purchase Contract) in accordance with this Lease shall be credited toward the Purchase Price (as defined in the Purchase Contract).

ARTICLE 15. MISCELLANEOUS

Notices and Addresses

15.1 All notices required under this Lease will be deemed delivered when

deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Edinburg Real Estate Network, Inc. Attn: Oscar Cortes, MD 1615 S. Closner, Ste. A Edinburg, Texas 78539	County of Hidalgo Attn: County Judge P.O. Box 1356 Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party written notice of the new address in the manner provided in this section.

Parties Bound

15.2 This Lease Agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this Lease Agreement.

Texas Law to Apply

15.3 This Lease Agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

15.4 In case any one or more of the provisions contained in this Lease Agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the Lease Agreement, and this Lease Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the Lease Agreement.

Prior Agreements Superseded

15.5 This Lease Agreement constitutes the sole and only agreement of the parties and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this Lease Agreement.

Amendment

15.6 No amendment, modification, or alteration of the terms of this Lease Agreement shall be binding unless it is in writing, dated subsequent to the date of this Lease Agreement, and duly executed by the parties to this Lease Agreement.

Rights and Remedies Cumulative

15.7 The rights and remedies provided by this Lease Agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

15.8 If, as a result of a breach of this Lease Agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

15.9 Neither Lessor nor Lessee shall be required to perform any term, condition, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor

restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

15.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

15.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

15.12 Time is of the essence of this Lease Agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease Agreement on the day of 09/04/ 2009.

HIDALGO COUNTY

Juan D. Salinas, III, County Judge

COMPANY:

Edinburg Real Estate Network Inc.

Printed Name: Oscar Cortez, M.D.

ATTEST:

_____

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____

Stephen L. Crain

AI-17434 **23.F.2.**

Hidalgo County - Concrete Mix and Delivery Services

CC REGULAR

Date:	09/15/2009
Submitted By:	Eric Trevino, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

A. Recommending to reject the sole non-responsive bid received and authority to re-advertise with modified specifications and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: "Hidalgo County - Concrete Mix and Delivery Services" Bid No.: 2009-199-10-07-ERT;

B. Approval for County to exercise the 60 day grace period extension option as provided in the specifications of the current contract for: E-08-428-09-30-Concrete Mix and Delivery Services" for Hidalgo County, under the same rates, terms and conditions with "Alamo Concrete Products, LTD", formerly known as "APC Valley, LTD dba South-Tex Concrete" effective-October 09, 2009 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Proposed Schedule of Events:
1st Advertisement: September 19, 2009
2nd Advertisement: September 26, 2009
Bid Opening Date: October 7, 2009

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $22,077.27.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $92,545.02.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $102,668.90.

FISCAL YEAR: 2009 **ACCT. #:** 9-1211-452-00-121-013-0-739

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $2,594.16.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-739

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $2,432.00 in p.o.# 610268.

FISCAL YEAR: 2009 **ACCT. #:** 9-1201-431-00-121-005-0-739

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

BUDGETARY IMPACT:

Available balance as of 8/11/09 is $3,390.10

Attachments

Link: MEMO, LEGAL NOTICE,SPECS, DRAFT CONTRACT

Link: ext. contract

Link: backup

Link: cert

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/10/2009 05:03 PM	APRV
2	Budget & Management	Erika Zamora	09/11/2009 08:08 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	09/11/2009 11:41 AM	APRV
4	Auditor's Office		09/11/2009 05:30 PM	NEW

Form Started By: Eric Trevino Started On: 09/10/2009 11:50 AM

Final Approval Date: 09/11/2009

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS, PRECINCT NO 1**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: **Approval of Specifications For: Hidalgo County – "Concrete Mix and Delivery Services" Bid No. 2009-199-00-00-ERT**

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	☑	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☑ PLEASE ADD WIRE MESH TYPE		

Funds Availability: (YES) _____ NO/_____

Other (Specify) _____

Budget Account No.: 9-1211-452-00-121-013-0-739 – 9-1201-431-00-121-005-0-739
9-1100-432-00-121-001-0-739

Nde Montes — Noe Montes — Pct 1 — 8/10/09
SIGNATURE — PRINTED NAME — DEPARTMENT — DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us **by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.**
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS, PRECINCT NO 2**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: **Approval of Specifications For: Hidalgo County – "Concrete Mix and Delivery Services" Bid No. 2009-199-00-00-ERT**

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	☑ as per Ricardo Cuellar	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: _____ YES / Yes NO/ _____

Other (Specify) Accounts Varies due to a project that is being worked on.

Budget Account No.: 9-1202-431-00-122-006-0-673

Yolanda Cisneros	Yolanda Cisneros	Pct. 2	8/5/09
SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us **by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.**
Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS, PRECINCT NO 3**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: **Approval of Specifications For: Hidalgo County – "Concrete Mix and Delivery Services" Bid No. 2009-199-00-00-ERT**

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	✓	DISAPPROVE	
APPROVE WITH MODIFICATIONS			

Funds Availability: _____ YES ✓ _____ NO/ _____

Other (Specify) _____

Budget Account No.: 9-[illegible]

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Joe M. Flores, Commissioner	Pct #3	8/6/09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS, PRECINCT NO 4**

FROM: Eric Trevino
Hidalgo County Purchasing Department

DATE: August 4, 2009

RE: **Approval of Specifications For: Hidalgo County – "Concrete Mix and Delivery Services"**
Bid No. 2009-199-00-00-ERT

We are currently in the process of putting together a county wide bid for "Concrete Mix and Delivery Services". I have attached the draft specifications. Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If your answer is **DISAPPROVE**, please modify as necessary in order to meet your specifications and return the revised copy via fax to the designated Buyer in the Purchasing Department.

If you have any questions, please call us at (956) 318-2626 ext # 4882 (Eric)

APPROVE	X	DISAPPROVE	☐
APPROVE WITH MODIFICATIONS	☐		

Funds Availability: ✓ YES / _____ NO/ _____

Other (Specify) _____

Budget Account No.: 9-1204-431-00-124-007-0-673

SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Juan M. Carranza	Juan M. Carranza	Pct. #4	8-11-09

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: eric.trevino@co.hidalgo.tx.us by no later than August 7, 2009 @ 5:00 P.M or as soon as possible.
Enclosures

Bid No: 2009-199-10-07-ERT	Buyer: Eric Trevino	Tel. No: (956) 318-2626 Ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
BID OPENING DATE:
October 7, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE

BID NO: 2009-199-10-07-ERT

1. Sealed bids will be received for **"HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2009-199-10-07-ERT- HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, October 7, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2009-199-10-07-ERT-HIDALGO COUNTY-CONCRETE MIX AND DELIVERY SERVICES."**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A). separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation - **"HIDALGO COUNTY–CONCRETE MIX AND DELIVERY SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx 78539
(956) 318-2511

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**October 7, 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 there under, 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 (30) 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
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO.: 2009-199-10-07-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS
"CONCRETE MIX AND DELIVERY SERVICES"
RFB No. 2009-199-10-07-ERT

EXHIBIT "A"

HIDALGO COUNTY
"CONCRETE MIX AND DELIVERY SERVICES"
BID NO: 2009-199-10-07-ERT

SPECIFICATIONS, REQUIREMENTS AND OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

The services contract will encompass all project-related supplying and delivery of concrete mix for the County of Hidalgo including, but not limited to, the following:

1. 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.

2. Supplying of Concrete Mix and Delivery Services will be on an **as needed and as requested basis only.**

3. Concrete Mix 3000 PSI & 4000 PSI (Slump 1-7) will be supplied and delivered from your plant to different locations within Hidalgo County as requested.

4. Delivery hours will be arranged with requestor when requiring "Concrete Mix & Delivery Services".

5. Bid price must be per cubic yard basis with a minimum of 5 cubic yards per request.

6. 3000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Fiber Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only.**

7. 4000 PSI (Slump 1-7) Concrete Mix and Delivery Services with 1 ½ lb Fiber Mesh per cubic yard is **OPTIONAL** as shown on Exhibit "B" Bid Page and it will be on an **as needed and as requested basis only.**

8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for Concrete Mix and Delivery Services for **Hidalgo County.**

9. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

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

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

12. 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.

13. **HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.**

14. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

15. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

16. Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

17. 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.

18. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(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.

19. 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.

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.

ADDITIONAL INFORMATION:

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 September 28, 2009 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday October 2, 2009 by 5:00 p.m.

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"CONCRETE MIX & DELIVERY SERVICES"** 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" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); 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 at **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 **Commissioners' Court** or their 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 year with the County's option to extend for an additional year beginning_____ and ending on_____ and may be extended at the sole discretion of County for an additional sixty (60) days, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY:_____

By:_____

Printed Name:_____

Title:_____

APPROVED BY COMMISSIONES COURT:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2008

South-Tex Concrete
Al Longoria, Representative
PO Box 1518
Edinburg, TX 78573-1086

Via Fax (956) 383-5854

Re: C-07-344-10-09-Concrete Mix & Delivery Services for Hidalgo County

Dear Mr. Longoria:

Commissioners' Court will take applicable action (Tuesday, September 30, 2008) in connection with the Hidalgo County's option to extend/renew for an additional one (1) year period as provided in the current lease agreement (under the same rates, terms and conditions). Effective date of renew/extension is of October 10, 2008. Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, September 26, 5:00 p.m., via facsimile to (956) 956-318-2629.

By: _____ Date: _____

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,

Rocio Villarreal
Hidalgo County Contracts Manager

REQUIREMENTS AGREEMENT
C-07-344-10-09

THIS AGREEMENT (the "Agreement") is entered into effective as of **October 09, 2007** by and between **APC Valley, LTD dba South-Tex Concrete,** a Texas Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County for**" Concrete Mix & Delivery Services",** 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 **" Concrete Mix 3000PSI & 4000 PSI (Slum 1-7)"** in the areas of **HIDALGO COUNTY** projects for a period of **one (1) year** from **October 9, 2007 to October 9, 2008** with the option to renew for an additional one (1) year(If applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as

to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
South Texas Concrete
Attention: Mr. Al Longoria
PO Box 1518
Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes 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, October 09, 2008

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By: _____

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Vendor: South Texas Concrete
By: _____

Printed Name: AL Longoria

Title: Representative

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT "A"

HIDALGO COUNTY
"CONCRETE MIX & DELIVERY SERVICES"
BID NO: 07-344-08-29-YSI

SPECIFICATIONS, REQUIREMENTS & OTHER TERMS AND CONDITIONS

SCOPE OF SERVICES:

The services contract will encompass all project-related supplying and delivery of concrete mix for the County of Hidalgo including, but not limited to, the following:

1. 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.

2. Supplying of Concrete Mix and Delivery Services will be on an **as needed and as requested basis only.**

3. Concrete Mix 3000 PSI & 4000 PSI (Slum 1-7) will be supplied and delivered from your plant to different locations within Hidalgo County as requested.

4. Delivery hours will be arranged with requestor when requiring "Concrete Mix & Delivery Services".

5. Bid price must be per cubic yard basis with a minnimum of 5 cubic yards per request.

6. Hidalgo County reserves the right to award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

7. The contract will be in effect for a period of (1) one year from bid award date with the County's option to extend for an additional year under the same terms and conditions.

8. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

9. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

10. 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.

11. **Insurance (requirements) certificates** must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to **Exhibit "C" attached**.

12. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** for retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possesses all the necessary licenses and permits to perform the services and that the subcontractor has obtained the required insurance coverages as outlined in Exhibit "C".

13. **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:

Further information required for this project can be addressed to, Yvette Islas, Buyer, Hidalgo County Purchasing Department (956) 318-2626. 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, 100 E. Cano, 4th Floor, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 22, 2007, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M., Friday, August 24, 2007 .

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"

RECEIVED
AUG 2 9 2007
PURCHASING DEPT.

BID FORM

HIDALGO COUNTY
"CONCRETE MIX & DELIVERY SERVICES"
BID NO: 07-344-08-29-YSI

Part I. AWARD WILL BE BASED ON THE LOWEST BID PER CUBIC YARD MEETING ALL REQUIRED SPECIFICATIONS.

SAMPLE:	*$ 3.00*	*25%*	*.75*
Location of Plant/Concrete Mix Materials:	**Total Cost Per Cubic Yard:**	**Fuel Costs Percentage Per Cubic Yard:**	**Current / Base Fuel Cost**
3000 PSI (Slum 1-7) Concrete Mix & Delivery Services	$ 70.00	%	$ 6.00 per truc
4000 PSI (Slum 1-7) Concrete Mix & Delivery Services	$ 73.00	%	$ 6.00 per truc

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY

At the time of bid opening South Texas is expected to experience high fuel prices. Therefore, Hidalgo County is requesting pricin adjustments based on the following:

Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2007. For each 10% (increase or decrease) in the OPI Index of August 27,2007 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per abov samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 an $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County will only honor the change if a copy of th OPIS report on which the change is based accompanies the invoice. Additionally, Hidalgo County reserves the right to independently verify change in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, the appropriate OPIS Index is the index issued of the date of the invoice.

Agreement to Bid Price Adjustment Part I & II for the term of the contract includes any grace period extension.

BIDDER/COMPANY NAME : South. Tex Concrete

ADDRESS: P. O. Box 1518

CITY/STATE/ZIP CODE: Edinburg Tx 78540

PHONE AND FAX No: 956) 381-9886 FAX 956) 383-5854

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: AL Longoria

TITLE: Representative

EXHIBIT "C"
INSURANCE

MARSH

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER
CLE-001631707-03

PRODUCER
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360

927483--CAS-08-09

INSURED
ACP VALLEY, LTD.
DBA SOUTH-TEX CONCRETE
6055 W. GREEN MOUNTAIN ROAD
P.O. BOX 34807
SAN ANTONIO, TX 78265

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.

COMPANIES AFFORDING COVERAGE

COMPANY A SENTRY INSURANCE A MUTUAL CO

COMPANY B AMERICAN GUARANTEE & LIABILITY INSURANCE COMPANY

COMPANY C THE AMERICAN INSURANCE COMPANY

COMPANY D

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below. 1

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	90-15373-06	01/01/08	01/01/09	GENERAL AGGREGATE	$ 2,000,000
	[X] COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] CLAIMS MADE [X] OCCUR				PERSONAL & ADV INJURY	$ 2,000,000
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$ 2,000,000
					FIRE DAMAGE (Any one fire)	$ 500,000
					MED EXP (Any one person)	$ 5,000
A	AUTOMOBILE LIABILITY	90-15373-07	01/01/08	01/01/09	COMBINED SINGLE LIMIT	$ 2,000,000
	[X] ANY AUTO					
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					
					PROPERTY DAMAGE	$ 5,000
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
B	EXCESS LIABILITY	TBD	01/01/08	01/01/09	EACH OCCURRENCE	$ 2,000,000
	[X] UMBRELLA FORM				AGGREGATE	$ 2,000,000
	OTHER THAN UMBRELLA FORM					$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	90-15373-07	01/01/08	01/01/09	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: [X] INCL [ ] EXCL				EL EACH ACCIDENT	$ 1,000,000
					EL DISEASE-POLICY LIMIT	$ 1,000,000
					EL DISEASE-EACH EMPLOYEE	$ 1,000,000
C	OTHER EXCESS LAYER LIABILITY	TBD	01/01/08	01/01/09		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
It is agreed that The County of Hidalgo is included as an Additional Insured as respects to General Liability where required by written contract.

CERTIFICATE HOLDER

The County of Hidalgo
100 E. Cano 4th Fl. Adm. Bldg.
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

MARSH USA INC.
BY: Mary Radaszewski Mary Radaszewski

MM1(3/02) VALID AS OF: 01/02/08

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

September 11, 2009

Mr. David Garza, Sales Representative
Alamo Concrete Products, fka South Texas Concrete
P.O. Box 531808
Harlingen, Texas 78553-1808

Re: **E-08-428-09-30**
Concrete Mix and Delivery Services-Hidalgo County

Dear Mr. Garza:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term as provided in the specifications of the RFB. Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of **September 15, 2009** for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than **Friday, September 11, 2009** via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

Please forward the "Certificate Of Insurances" under Alamo Concrete Products as required by Hidalgo County (see Exhibit C).

By: _____ Date: 9/11/09

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.

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

cc:

department
auditors

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/24/2009

PRODUCER
Marsh USA Inc.
TWO LOGAN SQUARE
PHILADELPHIA, PA 19103-2797
Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360

927483--CAS-09-10

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
ALAMO CONCRETE PRODUCTS
6055 W. GREEN MOUNTAIN ROAD
PO BOX 34807
SAN ANTONIO, TX 78265

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Sentry Casualty Company	28460
INSURER B: N/A	N/A
INSURER C: N/A	N/A
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 GENERAL AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	90-15373-06	01/01/09	01/01/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 50,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	90-15373-07	01/01/09	01/01/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	90-15373-05	01/01/09	01/01/10	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 CLE-002382981-01

Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78239

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE of Marsh USA Inc.
Mary Radaszewski

Mary Radaszewski

ACORD 25 (2001/08)

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