AI-18591 **6.D.**

Claim of Teodoro Salazar

CC REGULAR

Date:	11/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Teodoro Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 08:57 AM	APRV
2	Auditor's Office	Linda Fong	11/18/2009 03:37 PM	APRV
3	Purchasing Department	Marty Salazar	11/19/2009 10:45 AM	APRV

Form Started By: Aida Alvarez — Started On: 11/17/2009 01:06 PM

Final Approval Date: 11/19/2009

AI-18584 **6.E.**

Claim Rosa A. Arguelles

CC REGULAR

Date:	11/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Rosa A. Arguelles

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2009 09:08 AM	APRV
2	Auditor's Office	Linda Fong	11/18/2009 03:37 PM	APRV
3	Purchasing Department	Marty Salazar	11/19/2009 10:44 AM	APRV

Form Started By: Aida Alvarez — Started On: 11/17/2009 08:40 AM

Final Approval Date: 11/19/2009

AI-18686 **6.F.**

C-1557-09-C; Alma Sanchez v. Hidalgo County Sheriff's Department and Sheriff Lupe Trevino

CC REGULAR

Date:	11/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-1557-09-C; Alma Sanchez v. Hidalgo County Sheriff's Department and Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 09:47 AM	APRV
2	Auditor's Office	Linda Fong	11/20/2009 04:21 PM	APRV
3	Purchasing Department		11/20/2009 04:56 PM	NEW
Form Started By: Monica Badillo			Started On: 11/20/2009 09:43 AM	
Final Approval Date: 11/20/2009				

AI-18592 **7.D.**

Claim of Teodoro Salazar

CC REGULAR

Date:	11/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Teodoro Salazar

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 08:57 AM	APRV
2	Auditor's Office	Linda Fong	11/18/2009 03:38 PM	APRV
3	Purchasing Department	Marty Salazar	11/19/2009 10:45 AM	APRV

Form Started By: Aida Alvarez — Started On: 11/17/2009 01:07 PM

Final Approval Date: 11/19/2009

AI-18585 **7.E.**

Claim of Rosa A. Arguelles

CC REGULAR

Date:	11/24/2009
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Rosa A. Arguelles

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2009 09:08 AM	APRV
2	Auditor's Office	Linda Fong	11/18/2009 03:38 PM	APRV
3	Purchasing Department	Marty Salazar	11/19/2009 10:44 AM	APRV

Form Started By: Aida Alvarez — Started On: 11/17/2009 08:43 AM

Final Approval Date: 11/19/2009

AI-18687 **7.F.**

C-1557-09-C; Alma Sanchez v. Hidalgo County Sheriff's Department and Sheriff Lupe Trevino

CC REGULAR

Date:	11/24/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-1557-09-C; Alma Sanchez v. Hidalgo County Sheriff's Department and Sheriff Lupe Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 09:48 AM	APRV
2	Auditor's Office	Linda Fong	11/20/2009 04:22 PM	APRV
3	Purchasing Department		11/20/2009 04:56 PM	NEW
Form Started By: Monica Badillo			Started On: 11/20/2009 09:45 AM	
Final Approval Date: 11/20/2009				

AI-18642 **12.A.**

County Judge Signature Authorization
CC REGULAR

Date:	11/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting approval to authorize County Judge as the County's Chief Executive Officer to act in all matters in connection with this grant and the County's participation in the Disaster Recovery Texas Community Development Block Grant Program. TxCDBG Contract No. DRS010068

BACKGROUND

In order to participate in the Disaster Recovery Texas Community Development Block Grant Program, the County must execute the contract and return it to the Texas Department of Rural Affairs Disaster Recovery Texas Community Development Block Grant Program.

Fiscal Impact

Attachments

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 04:49 PM	APRV
2	Perla Lopez	Perla Lopez	11/19/2009 10:47 AM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Estella Webber — Started On: 11/18/2009 04:27 PM

Final Approval Date: 11/20/2009

TEXAS DEPARTMENT OF RURAL AFFAIRS

CONTRACT NO. DRS010068 FOR

CDBG DISASTER RECOVERY ENTITLEMENT GRANT PROGRAM

STATE OF TEXAS

COUNTY OF TRAVIS

SECTION 1. PARTIES TO CONTRACT

This Contract and agreement is made and entered into by and between the Texas Department of Rural Affairs an agency of the State of Texas, referred to as the "TDRA", and the County of Hidalgo, hereinafter referred to as "Grantee". The parties have severally and collectively agreed and by the execution hereof are bound to the terms and conditions of this Contract.

SECTION 2. CONTRACT PERIOD

This Contract and agreement shall commence on December 1, 2009, and shall terminate on November 30, 2011, unless otherwise specifically provided by the terms of this Contract.

SECTION 3. STATEMENT OF SERVICES TO BE PERFORMED

The funds provided under this Contract were appropriated by the Consolidated Security, Disaster Assistance, and Continuing Appropriation Act (Public Law 110-329) enacted on September 30, 2008, to facilitate disaster recovery, restoration and economic revitalization in areas affected by Hurricanes Dolly and Ike, which are Presidentially-declared major disaster areas under title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 *et seq.*).

A. Grantee Performance

1. Grantee shall conduct, in a satisfactory manner as determined by TDRA, the activities and projects set forth in Exhibit A, the Performance Statement that is attached hereto and made a part of this Contract. These project and activity services are for emergency in the Hurricanes Dolly and Ike Federally-declared disaster areas. Grantee shall perform all projects and activities in accordance with Exhibit A and the terms set forth in the following attached exhibits that are made a part of this Contract: Exhibit B, the Budget; Exhibit C, the Certifications; Exhibit D, the Applicable Laws and Regulations; Exhibit E, the Project Implementation Schedule; and the assurances, certifications, and all other statements made by Grantee in its application for funding under this Contract. Grantee shall accomplish all tasks in accordance with Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. Sec. 5301 *et seq.*), hereinafter referred to as "the Act", and the regulations promulgated thereunder pertaining to the State's Program at 24 CFR Part 570, hereinafter referred to as "the Regulations", subject to applicable statutory and/or regulatory waivers or alternative requirements; and with all other terms, provisions, and requirements set forth in this Contract.

2. Grantee shall ensure that the projects described in Exhibit A, the Performance Statement, were either directly damaged or experienced a failure to function as designed as a result of either Hurricane Dolly on July 23, 2008 or Hurricane Ike on September 13, 2008. Grantee shall ensure that all funds expended under this Contract are used in accordance with the approved Methods of Distribution established by the appropriate county and/or Council of Government.

3. Grantee shall ensure that the persons to benefit from the activities described in Exhibit A, Performance Statement, are receiving the service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled and before submitting the Project Completion Report to TDRA. If the persons to benefit from the activities described in Exhibit A are not receiving the service or a benefit, Grantee is liable to repay to TDRA any associated disallowed costs.

4. Grantee shall adhere to the Project Implementation Schedule timelines for key project activities as shown in Exhibit E. TDRA may require Grantee to submit written justification for any contract activity that is not completed by the end of the month specified on the schedule in Exhibit E. These key activities include Procurement of Professional Services Completed, Plans and Specifications Completed/Submitted for Approval, Environmental Review Services Completed, Clearance of Special Conditions, Wage Rate Request/Decision/10-Day Call, Bid Advertisement/Construction Contact Awarded, Construction- 50 percent TxCDBG project complete, Construction- 50 percent of TxCDBG funds requested from TDRA, Construction-75 percent of TxCDBG project complete, Construction-75 percent of TxCDBG funds requested from TDRA, Construction-90 percent of TxCDBG project complete, Construction-90 percent of TxCDBG funds requested from TDRA, Final Inspections Completed, and Close-out documents submitted to TDRA.

5. Grantee shall fully cooperate with TDRA's Project Management Firm or Company (hereinafter referred to as "PMC") as requested, in all efforts related to the administration of the Disaster Recovery Program. In the event of the failure to perform, in whole or in part, of Grantee's design engineer, TDRA reserves the right to assign the PMC to step into this role to complete a project(s), and Grantee will bear this cost as an assessment against Grantee's grant award.

6. Grantee shall refund to TDRA any sum of money which has been paid to Grantee by TDRA, which TDRA determines has resulted in overpayment to Grantee, or which TDRA determines has not been spent by Grantee strictly in accordance with the terms of this Contract. Such refund shall be made by Grantee to TDRA within thirty (30) working days after such refund is requested by TDRA.

B. TDRA Obligations

Measure of Liability

In consideration of full and satisfactory performance of the activities referred to in Section 3(A) of this Contract, TDRA shall be liable for actual and reasonable costs incurred by Grantee during the contract period for performances rendered under this Contract by Grantee, subject to the limitations set forth in this Section 3(B).

1. I t is expressly understood and agreed by the parties that TDRA's obligations under this Section 3(B) are contingent upon the actual receipt of adequate state or federal funds to meet TDRA's liabilities under this Contract. If adequate funds are not available to make payments under this Contract, TDRA shall notify Grantee in writing within a reasonable time after such fact is determined. Upon Grantee's receipt of such notice, TDRA or Grantee may terminate this Contract and neither will be liable to the other for any Contract obligations thereafter. The Grantee shall not be liable for performing any of its Contract obligations if TDRA does not have the funding to pay for them.

2. TDRA shall not be liable to Grantee for any costs incurred by Grantee, or any portion thereof, which has been paid to Grantee or is subject to payment to Grantee, or has been reimbursed to Grantee or is subject to reimbursement to Grantee, by any source other than TDRA or Grantee.

3. TDRA shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in Section 6 (A) of this Contract.

4. TDRA shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this Contract, including the terms of Exhibit A, Exhibit B, Exhibit C, Exhibit D, and Exhibit E of this Contract.

5. TDRA shall not be liable to Grantee for any costs incurred by Grantee in the performance of this Contract which have not been billed to TDRA by Grantee within sixty (60) days following termination of this Contract unless otherwise provided for in the Certificate of Expenditures referred to in Section 8 (C) of this Contract.

6. TDRA shall not be liable for costs incurred or performances rendered by Grantee before commencement of this Contract or after termination of this Contract unless: (a) the costs are specifically identified in Exhibit A, Performance Statement and Exhibit B, Budget, of this Contract; (b) the costs incurred by Grantee were for otherwise allowable pre-agreement program costs as set forth in Section 22(J) of this Contract; (c) Grantee has complied with all TDRA's requirements applicable to the Disaster Recovery Grants provided under Public Law 110-329, including: all applicable state and federal laws, such as procurement procedures, applicable environmental, labor, civil rights and acquisition requirements; all provisions of this Contract; and all applicable Texas Community Development Block Grant (CDBG) Disaster Recovery Supplemental funding (TxCDBG-DRS) policies and procedures.

7. TDRA shall not be liable for costs incurred and reserved on the Certificate of Expenditures if such costs are not billed to TDRA within ninety (90) days after the contract's termination date. An exception will be made for the reserved funds for the final 5% administrative drawdown for programmatic closure. Audit funds reserved on the Certificate of Expenditures eligible for reimbursement under the provisions of Section 19 of this Contract shall be billed to TDRA within twelve months after the end of Grantee's fiscal year that follows the termination date of this Contract. TDRA shall de-obligate all reserved funds not requested under this subsection.

8. P erformances rendered by Grantee which are not strictly in accordance with Public Law 110-329, the applicable CDBG regulations, and other U. S. Department of Housing and Urban Development (HUD) requirements that govern the use of the funds provided under this Contract.

SECTION 4. CONTRACT AMOUNT AND FUND ALLOCATION

Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by TDRA under this Contract shall not exceed the sum of Five Million and No/100 Dollars ($5,000,000) reflecting the total allocation of disaster recovery funds to Grantee.

SECTION 5. METHOD OF PAYMENT

A. Grantee shall request payment under this Contract by submitting to TDRA—at the designated office location—a completed Request for Payment form accompanied by detailed documentation supporting the request, and a State of Texas Purchase Voucher, as specified by TDRA. TDRA shall determine the reasonableness of each payment amount requested by Grantee. Grantee shall review the document(s) for accuracy, then sign and return such document(s) to TDRA. Upon receipt of the signed document(s), TDRA shall disburse payment to Grantee.

B. Grantee's requests for the advance of funds shall be limited to the minimum amounts needed for effective operation of programs under this Contract, and shall be timed as closely as possible to be in accord with actual cash requirements. Grantee shall establish procedures to minimize the time elapsing between the transfers of funds from TDRA to Grantee and shall ensure that such funds are disbursed as soon as administratively possible.

C. Notwithstanding the provisions of Section 5 (A) of this Contract, it is expressly understood and agreed by the parties that payments under this Contract are contingent upon Grantee's full and satisfactory performance of its obligations under this Contract.

D. It is expressly understood and agreed by the parties that any right or remedy provided for in this Section 5 or in any other provision of this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any provision of law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies. Failure to exercise any right or remedy shall not constitute a waiver of the right to exercise that or any other right or remedy at any time.

SECTION 6. UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND PROGRAM INCOME

A. Except as specifically modified by law or the provisions of this Contract, Grantee shall, in performing under this Contract, comply with the Regulations in Exhibit D and, for matters not addressed therein, with 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" (referred to as the "Common Rule"), as modified by the rules promulgated by the Office of the Governor under the Uniform Grant and Contract Management Act (TEX. GOV'T CODE Chapter 783). The allowability of costs incurred for performances rendered shall be determined in accordance with Office of Management and Budget (OMB) Circular A-87, as supplemented by the Uniform Grant Management Standards (UGMS) and the terms and conditions of this Contract.

B. Grantee shall comply with the requirements set forth in 24 CFR Section 570.489(e) of the Regulations to account for program income related to activities financed in whole or in part with funds provided under this Contract.

C. Grantee shall maintain records of the receipt and accrual of all program income in the same manner as required for all other funds under this Contract, and Grantee shall provide reports of program income to TDRA with each form submitted by Grantee in accordance with Section 8 of this Contract. All program income must be returned to TDRA on at least a quarterly basis and must be reported to TDRA in perpetuity.

SECTION 7. RETENTION AND ACCESSIBILITY OF RECORDS

A. Grantee shall maintain fiscal records and supporting documentation for all expenditures of funds made under this Contract in a manner which conforms to OMB Circular A-87, 24 CFR Section 570.490 of the Regulations in Exhibit D, and this Contract. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Contract. Grantee shall retain such records, and any supporting documentation, for the greater of these three (3) periods: (i) three (3) years from closeout of the HUD disaster recovery grant to the state of Texas, not the closeout of this Contract; (ii) a date consistent with the period required by other applicable laws and regulations as described in 24 CFR 570.487 and 570.488; or, (iii) if notified by TDRA that audit issues have not been fully resolved, the date TDRA accepts Grantee's audit or TDRA resolves to its satisfaction the audit issues. If an expenditure or audit report has been waived, the retention period is based on the other two (2) dates alone.

B. Grantee shall give the United States Department of Housing and Urban Development, the Inspector General, the Government Accountability Office, the Auditor of the State of Texas, an office or agency of the State of Texas, TDRA, the PMC, or any of TDRA's other duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Grantee pertaining to this Contract. Such rights to access shall continue as long as the records are retained by Grantee. Grantee agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act (TEX. GOV'T CODE Chapter 552).

C. Grantee shall include the substance of this Section 7 in all subcontracts.

SECTION 8. REPORTING REQUIREMENTS

A. Grantee shall submit to TDRA such reports on the operation and performance of this Contract as may be required by TDRA including but not limited to the reports specified in this Section 8.

B. Grantee shall submit a Quarterly Progress Report to TDRA no later than the fifteenth day of the month after the end of each calendar quarter of the contract period specified in Section 2, and continuing until all funds have been expended and all expenditures reported. The Quarterly Progress Report shall be in a format prescribed by TDRA and shall include a report of the progress, in narrative form, of all construction and non-construction activities by budget categories performed pursuant to Exhibit A, Performance Statement, and of the expenditures and obligations of funds by budget category made pursuant to Exhibit B, Budget. The Quarterly Progress Report may also include information about the uses of funds during the applicable quarter including (but not limited to) the project names; activity descriptions, locations, and beginning/ending dates; national objective compliance; non-CDBG funding source information; and performance measure details.

C. Grantee shall submit a Certificate of Expenditures to TDRA no later than sixty (60) days after the contract termination date or at the conclusion of all contract activities as determined by TDRA. The Certificate of Expenditures shall be in a format prescribed by TDRA and shall be accompanied by a final Project Completion Report of all activities performed under this Contract.

D. In addition to the limitations on liability otherwise specified in this Contract, it is expressly understood and agreed by the parties that if Grantee fails to submit to TDRA in a timely and satisfactory manner any report required by this Contract, TDRA may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee. If TDRA withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefore. Payments withheld pursuant to this paragraph may be held by TDRA until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

E. Grantee is required to immediately report to TDRA any incident of criminal misapplication of TxCDBG-DRS funds, or other instances of fraud affecting TxCDBG-DRS funds or related projects, associated with this Contract.

SECTION 9. MONITORING

TDRA reserves the right to perform periodic on-site monitoring of Grantee's compliance with the terms and conditions of this Contract, assurance of non-duplication of beneficiaries and of the adequacy and timeliness of Grantee's performances under this Contract. After each monitoring visit, TDRA shall provide Grantee with a written report of the monitor's findings. If the monitoring reports note deficiencies in Grantee's performances under the terms of this Contract, the monitoring report shall include requirements for the timely correction of such deficiencies by Grantee. Failure by Grantee to take action specified in the monitoring report may be cause for suspension or termination of this Contract, as provided in Sections 17 and 18 of this Contract.

SECTION 10. INDEPENDENT GRANTEE

It is expressly understood and agreed by the parties that TDRA is contracting with Grantee as an Independent Grantee, and that Grantee, as such, agrees to the extent allowed by law to hold TDRA harmless and to indemnify TDRA from and against any and all claims, demands, and causes of action of every kind and character which may be asserted by any third party occurring or in any way incident to, arising out of, or in connection with the services to be performed by Grantee under this Contract.

SECTION 11. SUBCONTRACTS

A. Except for subcontracts to which the federal labor standards requirements apply, Grantee may subcontract for certain performances described in this Contract without obtaining TDRA's prior written approval. For subcontracts to which the federal labor standards requirements apply, Grantee shall submit a Subcontractor Eligibility form, as specified by TDRA, for each proposed subcontract, and obtain TDRA's prior written approval. Grantee, in subcontracting for any performances described in this Contract, expressly understands that in entering into such subcontracts, TDRA is in no way liable to Grantee's subcontractor(s).

B. In no event shall any provision of this Section 11, specifically the requirement that Grantee obtain TDRA's prior written approval of a subcontractor's eligibility, be construed as relieving Grantee of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Grantee. TDRA's approval under Section 11 does not constitute adoption, ratification, or acceptance of Grantee's or subcontractor's performance. TDRA maintains the right to insist upon Grantee's full compliance with the terms of this Contract, and by the act of approval under Section 11, TDRA does not waive any right of action which may exist or which may subsequently accrue to TDRA under this Contract.

C. Grantee shall comply with 24 CFR Section 85.36, this Contract and all applicable federal, state and local laws, regulations, and ordinances for making procurements under this Contract.

D. Grantee shall retain the amount of five percent (5%) of each construction or rehabilitation subcontract entered into by Grantee until TDRA determines that the Federal labor standards requirements applicable to each such subcontract have been satisfied.

SECTION 12. CONFLICT OF INTEREST

A. Grantee shall ensure that no employee, officer, or agent of Grantee shall participate in the selection, or in the award or administration of a subcontract supported by funds provided if a conflict of interest, real or apparent, would be involved. Such conflict of interest would arise when: 1) the employee, officer, or agent; 2) any member of his or her immediate family; 3) his or her partner; or 4) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract. Grantee shall comply with Chapter 171, Texas Local Government Code and 24 CFR 570.489(h) of the federal regulations.

B. In all cases not governed by Subsection (A) of this Section, no persons specified in subsection (C) of this Section who exercise or have exercised any functions or responsibilities with respect to the activities assisted under this Contract or any other CDBG contract, or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one (1) year thereafter.

C. The conflict of interest provisions of Subsection (B) apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of Grantee or of a subcontractor of Grantee.

D. Grantee shall include the substance of this section in all subcontracts.

SECTION 13. NONDISCRIMINATION, RELIGIOUS ACTIVITY, AND FAITH-BASED ORGANIZATIONS

A. Grantee shall ensure that no person shall on the ground of race, color, national origin, religion, sex, age, or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under or be denied access to any program or activity funded in whole or in part with funds made available under this Contract.

B. Organizations that are religious or faith-based are eligible, on the same basis as any other organization, to participate in this program and activities funded under this Contract. Grantee shall not discriminate against an organization on the basis of the organizations' religious character or affiliation. None of the performances rendered by Grantee under this Contract shall involve, nor shall any portion of the funds received by Grantee under this Contract, be used to engage in inherently religious activities. Funds made available under this Contract may not be used for the acquisition, construction, or rehabilitation of structures to the extent that those structures are used for inherently religious activities. Funds made available under this Contract may be used for the acquisition, construction, or rehabilitation of structures only to the extent that those structures are used for conducting eligible activities. Where a structure is used for both eligible and inherently religious activities, funds made available under this Contract may not exceed the cost of those portions of the acquisition, construction, or rehabilitation that are attributable to eligible activities in accordance with the cost accounting requirements applicable to funds provided under this Contract. Grantee shall comply with the regulations promulgated by the U.S. Department of Housing and Urban Development on faith-based activities at 24 CFR §570.200(j).

SECTION 14. LEGAL AUTHORITY

A. Grantee assures and guarantees that Grantee possesses the legal authority to enter into this Contract, receive funds authorized by this Contract, and to perform the services Grantee has obligated itself to perform.

B. The person or persons signing and executing this Contract on behalf of Grantee, or representing themselves as signing and executing this Contract on behalf of Grantee, do hereby warrant and guarantee that he, she or they have been duly authorized by Grantee to execute this Contract on behalf of Grantee and to validly and legally bind Grantee to all terms, performances, and provisions set forth.

C. TDRA shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Grantee or the person signing this Contract to enter into this Contract or to render performances. Grantee is liable to TDRA for any money it has received from TDRA for performance of the provisions of this Contract, if TDRA has suspended or terminated this Contract for reasons enumerated in this Section 14.

SECTION 15. LITIGATION AND CLAIMS

Grantee shall give TDRA immediate notice in writing of 1) any action, including any proceeding before an administrative agency, filed against Grantee arising out the performance of any subcontract; and 2) any claim against Grantee, the cost and expense of which Grantee may be entitled to be reimbursed by TDRA. Except as otherwise directed by TDRA, Grantee shall furnish immediately to TDRA copies of all pertinent papers received by Grantee with respect to such action or claim.

SECTION 16. CHANGES AND AMENDMENTS

A. Except as specifically provided otherwise in this Contract, any alterations, additions, or deletions to the terms of this Contract shall be by amendment in writing and executed by both parties to this Contract.

B. It is understood and agreed by the parties that performances under this Contract must be rendered in accordance with the Act, applicable regulations, assurances and certifications made to TDRA by Grantee, and the assurances and certifications made to the United States Department of Housing and Urban Development by the State of Texas regarding the operation of the TxCDBG-DRS Program.

Accordingly, and in order to ensure the legal and effective performance of this Contract by both parties, the parties agree that the provisions of the TxCDBG Project Implementation Manual apply to this Contract, and that any amendments thereto are automatically incorporated into this Contract without written amendment as follows: TDRA may from time to time during the period of performance of this Contract issue policy directives which serve to establish, interpret, or clarify performance requirements under this Contract. Such policy directives shall be promulgated by TDRA in the form of TxCDBG-DRS issuances, and shall have the effect of qualifying the terms of this Contract and shall be binding upon Grantee, as if written herein. However, such policy directives and any amendments to the TxCDBG Project Implementation Manual shall not alter the terms of this Contract so as to release TDRA of any obligation specified in Section 4 of this Contract to reimburse costs incurred by Grantee prior to the effective date of the amendments or policy directives.

C. Any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal or State law or regulations are automatically incorporated into this Contract without written amendment, and shall become effective on the date designated by such law or regulation.

D. Notwithstanding Subsection A of this Section 16, Grantee may make transfers of funds between or among budget categories of Exhibit B, Budget, without requiring an amendment to this Contract, or otherwise requiring TDRA's prior written approval provided that:

1. The cumulative dollar amount of all transfers among direct budget categories is equal to or less than ten percent (10%) of the total amount of this Contract as specified in Section 4, but does not exceed $25,000;

2. The transfer will not change the scope or objective of the projects funded under this Contract; and

3. Grantee submits a budget revision report to TDRA, on a form specified by TDRA, simultaneously with the submission of Grantee's first request for payment following any such transfers made in accordance with this Subsection D.

SECTION 17. SUSPENSION

To the extent permitted by TEX. GOV'T CODE Section 2251.003(3), in the event that Grantee fails to comply with any term of this Contract, TDRA may, upon written notification to Grantee, suspend this Contract in whole or in part and withhold further payments to Grantee, and prohibit Grantee from incurring additional obligations of funds under this Contract.

SECTION 18. TERMINATION

A. TDRA may terminate this Contract for cause based upon the failure of Grantee to comply with the terms and/or conditions of the contract, provided that TDRA give Grantee written notice specifying Grantee's failure. If within thirty (30) days after receipt of such notice, Grantee has not either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceed diligently to complete such correction and thereafter maintain agreed upon performance standards, then TDRA may, at its option, give notice of default to Grantee and terminate this Contract on the date specified in such notice. However, if TDRA determines that Grantee is ineligible to receive the contract, TDRA may immediately terminate the contract without further obligation to Grantee.

B. Either of the parties to this Contract shall have the right to terminate this Contract, in whole or in part, when both parties agree that the continuation of the activities funded under this Contract would not produce beneficial results commensurate with the further expenditure of funds; provided that both parties agree, in writing, upon the termination conditions, including the effective date of such termination; and in the case of partial termination, the portion of the contract to be terminated.

C. Upon termination or receipt of notice to terminate, whichever occurs first, Grantee shall cancel, withdraw, or otherwise terminate any outstanding orders or subcontracts related to the performance of this Contract or the part of this Contract to be terminated, and shall cease to incur costs thereunder. TDRA shall not be liable to Grantee or to Grantee's creditors for costs incurred after termination of this Contract.

D. Notwithstanding any exercise by TDRA of its right to suspension under Section 17 of this Contract or of early termination pursuant to this Section 18, Grantee shall not be relieved of any liability to TDRA for damages due to TDRA for which it is legally liable resulting from any breach of this Contract by Grantee. TDRA may withhold payments to Grantee until such time as the exact amount of damages due to TDRA from Grantee is agreed upon or is otherwise determined.

SECTION 19. AUDIT

A. Grantee shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. (a) Audit Required-Federal Awards. Grantees expending $500,000 or more in Federal financial assistance for any fiscal year, beginning with fiscal years ending January 31, 2004 and after, shall have a single audit conducted in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133 - Revised as of June 27, 2007 "Audits of States, Local Governments, and Non-Profit Organizations." Alternatively, TDRA may require a program specific audit for certain situations and when the Single Audit Act does not apply. For purposes of this Section 19, "Federal Financial Assistance" means assistance that non-Federal entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance, but does not include amounts received as reimbursement for services rendered to individuals as described in OMB Circular A-133 §__.205(h) and §__205(i). The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government.

(b) Audit Required-State Financial Assistance. Grantees that expended $500,000 or more in State Financial Assistance for any fiscal year, beginning with fiscal years *ending January 31, 2004 and after, shall have a single or program specific audit* conducted for that year in accordance with provisions of the State of Texas Single Audit Circular and the Uniform Grant Management Standards as adopted June 2004. For purposes of this Section 19, "State Financial Assistance" (or cost reimbursement contract) means assistance that non-state entities receive or administer in the form of grants, loans, loan guarantee, property (including donated surplus properties), cooperative agreements, interest subsidies, insurance, food commodities, and other assistance, but does not include amounts received as a reimbursement for services rendered to individuals as described in §__.205 (f). "State Financial Assistance" (or cost reimbursement contract) is received directly from state awarding agencies or indirectly from pass-through entities under a federal block grant. State financial assistance also does not include federal awards as defined by OMB Circular A-133.

2. Audit Expenses. Notwithstanding Section 4, Grantee may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by TDRA under this Contract, provided however that TDRA shall not make payment for the cost of such audit services until TDRA has received a satisfactory audit report and invoice, as determined by TDRA, from Grantee; the invoice submitted for reimbursement should clearly show the percentage of cost relative to the total single audit cost of the audit services. Therefore, when submitting a request for audit fees reimbursement, Grantee shall submit an invoice that clearly shows the total cost of the audit and the corresponding prorated charge per funding source. In addition, when applicable, an explanation shall be submitted with the reimbursement request supporting why the percentage of audit fee charges exceeds the percentage amount of TxCDBG-DRS funds expended of the total funds expended by Grantee.

3. Grantee shall submit one (1) copy of the report of such audit to TDRA within thirty (30) days after the completion of the audit, but no later than nine (9) months after the end of Grantee's audit period (i.e., after Grantee's fiscal year end). Grantee shall ensure that the audit report is made available for public inspection within thirty (30) days after completion of the audit. Audits performed under Subsection A of this Section 19 are subject to review and resolution by TDRA or its authorized representative. Grantee shall ensure the Audit Report submitted include either in the report or as part of the cover letter, auditor and Grantee contact information, including contact person, mailing address, telephone, fax number and e-mail address. Grantee shall ensure the Audit Report submitted also includes the submission of the CPA Management Letter if a Management Letter was issued to Grantee by its CPA firm. Failure by Grantee to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

4. Notwithstanding the requirements after paragraphs "A-1 through 3" of this Section 19, Grantee shall submit within sixty (60) days after its fiscal year end an Audit Certification Form (ACF) or a similar statement. The ACF or statement will include information indicating if Grantee has or has not met the $500,000 expenditure threshold that will require a Single Audit Report in accordance with the UGMS, Subpart C-Post Award Requirements, §__.26 Audit, item (d). If Grantee did not exceed the threshold, Grantee shall include with the ACF or statement, a list of all open TDRA contracts providing financial assistance and the corresponding activity. Failure by Grantee to submit an ACF or a similar statement or failure to submit a completed single audit package as described in the audit requirements by the required due date could affect funding for all existing contracts, eligibility to apply under any TxCDBG Program, and the issuance of new contracts for funding awards.

5. Pursuant to Title 1 of the Texas Administrative Code (TAC) §5.167(c), "Chapter 2105, Texas Government Code, requires that all subrecipients of federal block grants be included under the provisions of the Uniform Grant and Contract Management Standards". UGMS §__.400 requires "Recipients who are required to have a single audit and receive state or federal awards for more than one state agency shall have a state single audit coordinating agency. The governor's office shall designate a state single audit coordinating agency based upon the state awarding agency that provides the predominant amount of direct funding to a recipient and other factors, as appropriate, to ensure equitable and manageable workloads." Grantee has the responsibility to make this request to the governor's office pursuant to 1 TAC §5.167(c)(2) which states: "To have a state single audit coordinating agency designated a recipient must submit a written request to the Governor's Budget and Planning Office, P.O. Box 12428, Austin, Texas 78711. This request must list the state

agencies providing financial assistance with the grant amounts for the year to be audited and indicate that the governing body has authorized the initiation of the single audit."

B. Notwithstanding Subsection A of this Section 19, TDRA reserves the right to conduct an annual financial and compliance review of funds received and performances rendered under this Contract. Grantee agrees to permit TDRA or its authorized representative to audit Grantee's records and to obtain any documents, materials, or information necessary to facilitate such review.

C. Grantee understands and agrees that it shall be liable to TDRA for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Grantee further understands and agrees that reimbursement to TDRA of such disallowed costs shall be paid by Grantee from funds which were not provided or otherwise made available to Grantee under this Contract.

D. Grantee shall take such action to facilitate the performance of such audit or audits conducted pursuant to this Section 19 as TDRA may require of Grantee. Grantee shall establish written standard operating procedures and internal controls to include the timely procurement of a CPA firm to start and complete the year end single audit report if applicable, in order to comply with contractual and regulatory requirements. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of any audit report required by this Section 19.

E. Grantee shall procure audit services through an open, competitive process at least once every four (4) years. The auditor shall retain working papers and reports for a minimum of three (3) years after the date of issuance of the auditor's report to the auditee. Audit working papers shall be made available upon request to TDRA at the completion of the audit, as a part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this part. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

F. Grantee understands that acceptance of funds under this Contract acts as acceptance of the authority of the State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Grantee further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Grantee will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Grantee and the requirement to cooperate is included in any subcontract it awards.

SECTION 20. ENVIRONMENTAL CLEARANCE REQUIREMENTS

A. Grantee understands and agrees that by signing this Contract Grantee shall assume the responsibilities for environmental review, decision making, and other action required of responsible entities in the assumption of authority for decision-making and action delegated by the U.S. Department of Housing and Urban Development (HUD) under the National Environmental Policy Act (NEPA), other provisions of law that further the purpose of NEPA, as specified in 24 CFR Part 58, and with all other terms, provisions, and requirements set forth in this Contract. Grantee shall ensure that an environmental review or written assessment of its projects is prepared in accordance with 24 CFR Part 58 and the TxCDBG Project Implementation Manual. Grantee must also ensure that the necessary steps are taken and applicable procedures followed to ensure compliance with NEPA. Grantee shall maintain a written Environmental Review Record (ERR), of the review undertaken for its projects, including all supporting source documentation, and provide a copy of the ERR, including all related source documentation, to TDRA.

B. In accordance with Section 58.77(b) of such regulations, Grantee further understands and agrees that Grantee shall handle inquiries and complaints from persons and agencies seeking redress in relation to environmental reviews covered by approved certifications.

C. Funds provided under this Contract may be obligated and expended before the actions specified in this Section occur only for the following eligible activities:

1. The payment of reasonable planning and administrative costs related to the project.

2. Environmental studies, including environmental clearance activities required by this Section; and

3. The payment or reimbursement of reasonable project engineering and design costs incurred for this project.

SECTION 21. CITIZEN PARTICIPATION WAIVER AND ALTERNATIVE REQUIREMENTS

A. Provisions of Federal Notice [Docket No. FR-5256-N-01] entitled "Allocations and Common Application and Reporting Waivers Granted to and Alternative Requirements for Community Development Block Grant (CDBG) Appropriations", and relating to the supplemental funding for natural disasters that occurred in 2008 (Public Law 110-329) expressly provides that the citizen participation requirement is waived. This waiver removes the mandate for public hearings or meetings, at either the state or local government level, as the method for disseminating information or collecting citizen comments about proposed projects under this funding. However, while public hearing or meeting requirements are waived, Grantee must ensure that all citizens have equal and ongoing access to information about the projects; including, but not limited to, ensuring that project information is available in the appropriate languages for the geographical area served by the jurisdiction. Information furnished to citizens shall include, but not be limited to:

1. The amount of TxCDBG-DRS funds expected to be made available;

2. The range of activities that may be undertaken with the TxCDBG-DRS funds;

3. The estimated amount of the TxCDBG-DRS funds proposed to be used for activities that will meet the national objective of benefit to low and moderate income persons; and

4. The proposed TxCDBG-DRS activities likely to result in displacement and the entity's anti-displacement and relocation plan.

B. Complaint Procedures: Grantee must have written citizen complaint procedures that provide a timely written response (within fifteen (15) working days) to complaints and grievances. Citizens must be made aware of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.

C. Technical Assistance: When requested, Grantee shall provide technical assistance to group's representative of persons of low and moderate income in developing proposals for the use of TxCDBG-DRS funds. The level and type of assistance shall be determined by the applicant/recipient based upon the specific needs of the community's residents.

D. Grantee shall maintain a citizen participation file which includes a copy of the Plan Requirements described in the "2008 Supplemental Disaster Recovery Fund: Hurricanes Dolly and Ike Non-Housing Activities Application Guide"; Grantee's complaint procedures; any technical assistance provided by Grantee; and public notices, minutes, and attendance lists for public hearings, if any.

SECTION 22. SPECIAL CONDITIONS

A. As provided for in Public Law 110-329, the contract funds may not be used for activities reimbursable by or for which funds are made available by the Federal Emergency Management Agency (FEMA), the Army Corps of Engineers (Corps), any other federal funding source, or covered by insurance. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a fund request for costs for activities reimbursable by or for which funds are made available by FEMA, the Corps, any other federal funding source, or covered by insurance. Further, none of the funds made available under this Contract may be used by Grantee as a matching requirement, share, or contribution for any other federal program.

B. TDRA shall not release any funds for any costs incurred by Grantee under this Contract until TDRA has received a copy of Grantee's previous fiscal year audit report or certification from Grantee that its fiscal control and fund accounting procedures are adequate to assure the proper disbursal of and accounting for funds provided under this Contract. TDRA shall specify the content and form of such certification.

C. TDRA shall not be liable to Grantee for any costs incurred by Grantee under this Contract until TDRA receives a properly completed Depository/Authorized Signators Form, as specified by TDRA from Grantee.

D. Grantee shall not advertise or solicit bids for construction or rehabilitation of a project assisted with funds provided under this Contract until Grantee has received the applicable prevailing wage rates from TDRA.

E. In accordance with Section 18 of this Contract, this Contract shall terminate six (6) months after the commencement date specified in Section 2 unless activities specified in Section 20 of this Contract have begun by such date.

F. TDRA shall not be obligated to release any funds for any costs incurred by Grantee under this Contract until Grantee has provided to TDRA any additional information related to the project described in Exhibit A that TDRA determines necessary to complete the application or to otherwise satisfy any TxCDBG-DRS program or Texas Disaster Recovery Grant Action Plan requirement.

G. Grantee shall ensure that any request for payment submitted to TDRA under this Contract does not include a request for funds for costs that have been reimbursed from other sources.

H. Grantee shall, to the fullest extent necessary, pursue resolution of all compliance findings, collect identified disallowed costs, submit timely bankruptcy filings, provide any required documentation, attend administrative hearings, provide court testimony, and submit documentation to the Texas Attorney General for further collection efforts and participate in the process provided under applicable HUD regulations for any actions that HUD may take to address corrective and remedial actions associated with funding provided under this Contract.

I. Grantee must take steps, as directed by TDRA, to avoid or mitigate occurrences of fraud, abuse, and mismanagement, especially with respect to the financial management of this Contract and

procurements made under this Contract. Upon the discovery of such alleged or suspected fraud, the Contractor shall immediately notify TDRA and appropriate law enforcement authorities, if necessary, of the theft of any assets provided for under this Contract, malfeasance, abuse of power or authority, kickbacks, or the embezzlement or loss of any funds under this Contract.

J. Public buildings, facilities, and centers constructed with TDRA TxCDBG-DRS assistance shall have permanent signage placed in a prominent visible public area with the wording provided below. The formatting of such signage will be at local discretion to best fit the architectural design of the facility constructed but should be legible from at least three (3) feet distance.

Other construction projects, e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation, etc. utilizing TDRA TxCDBG-DRS funding shall have temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality as directed by the owner.

Project Sign Wording:

"This project is funded by the Texas Department of Rural Affairs of the State of Texas, to provide for disaster recovery and restoration of infrastructure for communities impacted by the 2008 hurricanes. Funds allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant Program."

K. Pre-Agreement Costs. Notwithstanding Section 3(B)(10), Grantee shall be allowed to incur costs prior to the commencement date specified in Section 2, but not prior to July 23, 2008 for damages caused by Hurricane Dolly or September 13, 2008 for damages caused by Hurricane Ike. Such costs may only be incurred for activities described in Exhibit A, Performance Statement, provided that these activities meet the requirements of 24 CFR Part 570, Subpart I and 24 CFR Part 58.

L. Memoranda of Understanding/Interlocal Agreements. Prior to TDRA's release of funds, in any case where Grantee is acting as the representative of or on behalf of other local government entities or private service providers, Grantee and each other local government entity or private service provider being represented shall enter into a Memorandum of Understanding (MOU) or Interlocal Agreement which contains provisions defining: (1) the relationship between Grantee, the other local government entity or private service provider and TDRA; (2) the path of communication to be used between Grantee, the other local government entity or private service provider and TDRA; (3) a mechanism for resolving conflicts or disputes; (4) clear delineation of access rights being given and rights of way being shared as relate to activities specified in Exhibit A, Performance Statement; (5) the maintenance by Grantee of receipts and documentation pertinent to this Contract, including furnishing such records to TDRA as required; and (6) the manner in which projected annual operations and maintenance expenses associated with the project(s) will be handled.

M. National Flood Insurance Program Compliance. Grantee shall provide documentation to TDRA prior to release of funds which indicates that it has received approval from the Texas Water Development Board (TWDB), the National Flood Insurance Program (NFIP) State Coordinating Agency, that appropriate ordinances or orders necessary for Grantee to be eligible to participate in the NFIP have been adopted.

Grantee understands and agrees that, where activities specified in Exhibit A, Performance Statement involve structures that are located in Special Flood Hazard Areas (SFHA), flood insurance may be required. In those instances, such flood insurance must be obtained prior to contract termination and maintained as evidenced by a policy declaration form. A copy of the policy declaration form is to be provided to TDRA and kept as part of the contract documentation.

N. Project Mapping/Design Information. Grantee shall receive, from the Engineer(s) that provide design engineering services for Grantee, and maintain a copy (in written and/or digital format) of the final project record drawing(s) engineering schematics, as constructed using funds under this Contract.

O. Sewer System Improvements. Prior to TDRA's release of funds for the construction of the sewer system improvements described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide certification to TDRA that plans, specifications, and related documents for the specified sewer system improvements have been prepared by the engineer selected for such activities from the Master List of Qualified Engineering Firms, or their duly authorized representative, or Grantee's other registered professional engineer (as described in Section 4) and that the review of such plans, specifications, and related documents meet the applicable Texas Commission on Environmental Quality (TCEQ) review requirements described in 30 Texas Administrative Code, Chapter 217. Further, prior to TDRA's release of funds for construction of sewer lines/additional service connections described in Exhibit A, Performance Statement, of this Contract, Grantee shall provide to TDRA notification of start of construction of any sewer treatment plant or other system-related improvements included in this Contract.

P. Use of Local Funds. Prior to TDRA's release of funds, Grantee shall submit to TDRA documentation (i.e., a resolution) of its local funding commitment of $189,700 for completion of the project funded under this Contract.

Q. Street Lighting for Colonias. Grantee shall comply with 10 TAC §255.1(w) and shall allocate for the colonia(s) described in Exhibit A, Performance Statement of this Contract, not less than five percent (5%) but not more than fifteen percent (15%) of the total funds targeted for street improvement for the installation of adequate street lighting, if street lighting is absent or needed. Grantee shall issue a written determination of whether street lighting is necessary or not and shall submit that determination to TDRA prior to the preparation of the construction bid package

R. Flood Insurance.

Grantee is hereby notified and understands and agrees that the subject property is located within a floodplain and that following terms and conditions apply:

1. Under the Flood Disaster Protection Act of 1973, as amended (42 U.S.C. 4001–4128), Federal financial assistance for acquisition and construction purposes (including rehabilitation) may not be used in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards, unless:

   a. The community in which the area is situated is participating in the National Flood Insurance Program (see, 44 CFR parts 59 through 79), or less than one (1) year has passed since the FEMA notification regarding such hazards; and

   b. The community is participating in the National Flood Insurance Program, flood insurance protection is to be obtained as a condition of the approval of financial assistance to the property owner.

2. Where the community is participating in the National Flood Insurance Program and the recipient provides financial assistance for acquisition or construction purposes (including rehabilitation) for property located in an area identified by FEMA as having special flood hazards, the responsible entity is responsible for assuring that flood insurance under the National Flood Insurance Program is obtained and maintained.

3. Paragraph (a) of this section does not apply to Federal formula grants made to a State. However, all HUD requirements for the 8-Step Process for projects located in a Flood Hazard area found at 24 CFR 55.20 will apply.

4. Under section 582 of the National Flood Insurance Reform Act of 1994, 42 U.S.C. 515a, HUD disaster assistance that is made available in a special flood hazard area may not be used to make a payment (including any loan assistance payment) to a person for repair, replacement or restoration for flood damage to any personal, residential or commercial property if:

a. The person had previously received Federal flood disaster assistance conditioned on obtaining and maintaining flood insurance; and

b. The person failed to obtain and maintain flood insurance.

5. Grantee understands and agrees that it has a responsibility to inform homeowners receiving disaster assistance that triggers the flood insurance purchase requirement of their statutory responsibility to notify any transferee of the requirement to obtain and maintain flood insurance, and that the transferring owner may be liable if he or she fails to do so.

SECTION 23. DEBARMENT

By signing this Contract, Grantee certifies that it will not award any funds provided under this Contract to any party which is, debarred, suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549 and 24 CFR Part 24. Grantee shall receive the certification provided by TDRA from each proposed subcontractor under this Contract and its principals.

SECTION 24. POLITICAL AID AND LEGISLATIVE INFLUENCE PROHIBITED

A. None of the funds provided under this Contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Grantee from furnishing to any member of its governing body upon request, or to any other local or state official or employee or to any citizen information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Grantee, the State of Texas, or the government of the United States.

SECTION 25. INDEMNIFICATION AND LIMITATION OF LIABILITY

To the extent allowed by law Grantee shall defend, indemnify, and hold harmless the State of Texas, its officers, and employees, and TDRA, its officers, and employees and Grantees, from and against all claims, actions, suits, demands, proceedings, costs, damages, and liabilities, including without limitation attorneys' fees and court costs, arising out of, connected with, or resulting from any acts or omissions of Grantee or any agent, employee, subcontractor, or vendor in the execution or performance of any contract with Grantee resulting from this Contract. Grantee shall coordinate its defense with the Texas Attorney General as request by TDRA. This section is not intended to and shall not be construed to require Grantee to indemnify or hold harmless the state or TDRA for any claims or liabilities resulting from the negligent acts or omissions of TDRA or its employees.

TDRA may, in addition to other remedies available to it at law or equity and upon notice to Grantee, retain such monies from amounts due Grantee, or may proceed against the performance and payment bonds, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

SECTION 26. COMPLIANCE WITH CIVIL RIGHTS LAWS

Grantee agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and the requirements of the Americans with Disabilities Act of 1990. Additionally, to the extent applicable, Grantee shall comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (41 CFR part 3); the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5); and Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327A 330) as supplemented by Department of Labor regulations (29 CFR part 5).

Grantee agrees not to discriminate in its employment practices, and will render services under this Contract without regard to race, color, religion, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Grantee, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 27. SECTION 109 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this Contract. Section 109 further provides that discrimination on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973, as amended, is prohibited.

SECTION 28. **"SECTION 3" COMPLIANCE IN THE PROVISION OF TRAINING, EMPLOYMENT AND BUSINESS OPPORTUNITIES**

Grantee agrees to comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3) insofar as this act applies to the performance of this agreement. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. HUD-assisted projects covered by Section 3 are those defined in 24 CFR 135.3 a) (2) and (a)(3).

SECTION 29. **CLEAN AIR ACT, CLEAN WATER ACT AND OTHER REQUIREMENTS**

Grantee agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

SECTION 30. **ENERGY EFFICIENCY**

Grantee shall recognize mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat.871).

SECTION 31. **ORAL AND WRITTEN AGREEMENTS**

A. All oral and written agreements between the parties to this Contract relating to the subject matter of this Contract that were made prior to the execution of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are hereby made a part of this Contract, and constitute promised performances by Grantee in accordance with Section 3 of this Contract:

1. Exhibit A, Performance Statement
2. Exhibit B, Budget
3. Exhibit C, Certifications
4. Exhibit D, Applicable Laws and Regulations
5. Exhibit E, Project Implementation Schedule

SECTION 32. VENUE

For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

THUS DONE AND SIGNED on the date(s) shown below:

Rene A. Ramirez, County Judge **County of Hidalgo**	**Charles S. (Charlie) Stone, Executive Director** **Texas Department of Rural Affairs**
Date: _____	**Date:** _____

EXHIBIT A

CONTRACT NO. DRS010068

PERFORMANCE STATEMENT

Hidalgo County

Grantee shall carry out the following activities in the target area identified in its 2008 Texas CDBG Disaster Recovery Supplemental Grant application to aid areas most impacted and distressed by Hurricanes Ike or Dolly. The persons to benefit from the activities described in this Performance Statement must be receiving service or a benefit from the use of the new or improved facilities and activities for the contract obligations to be fulfilled. Grantee shall ensure that the amount of funds expended for each activity described does not exceed the amount specified for such activity in Exhibit B, Budget.

As a result of Hurricane Dolly on July 23, 2008, the county sustained flooding that resulted in drainage infrastructure failure and subsequently caused the roads to fail to function as the primary means of access for the area. The failure of the drainage system and the roadways to function threatened the public health, safety, and welfare of all served by these systems due to the threat posed by flooding and unsafe conditions posed by the standing water on the roads that impeded emergency vehicle access. The county is in need of roadway improvements and adequately sized drainage infrastructure to remediate flooding and ensure the function of the roads.

The existing roads in Hidalgo County Precinct No. 2 experienced high volumes of large vehicle traffic involved in the recovery efforts and flooding due to the storm. The storm and recovery efforts caused significant street damage. The Precinct is in need of roadway improvements to repair the damaged roads.

The Hidalgo County Precinct No. 1 Delta Drainage Outfall system failed to function due to high volumes of storm water. The Precinct is in need of drainage improvements to reduce flood water and improve the flow of flood water to the IBWC North Floodway.

The Hidalgo County Precinct No. 4 drainage system failed to function due to high volumes of storm water. The Precinct is in need of drainage improvements to area ditches and storm sewers to reduce flooding to homes and businesses.

Street Improvements-4

Precinct No.2

Grantee shall rework approximately forty-four thousand three hundred twenty-three square yards (44,323 s.y.) of existing material, install forty four thousand three hundred twenty-three square yards (44,323 s.y.) of six-inch (6in.) stabilized base material, install approximately three thousand four hundred seventy-three tons (3,473 ton) of hot mix asphalt pavement, apply twelve thousand one hundred eighty-eight gallons (12,188 Gal.) of seal coat (asphalt), and apply three thousand forty-seven cubic yards (3,047 c.y.) of seal coat (aggregate). The repairs will improve transportation and ensure the function of the road. Construction shall take place at the following locations:

STREET	FROM	TO
Moore Drive	Nebraska Avenue	Border Road
Cesar Chavez Road	Sioux Road	Minnesota Road
Eldora Road	Fern Street	Border Road
Minnesota Road	Jenica Circle	Border Road

These activities shall benefit twenty thousand two hundred ninety-six (20,296) persons, of which fourteen thousand eight hundred four (14,804) or seventy-two percent (72%) are of low to moderate income.

Flood and Drainage Improvements-5

Precinct-1

Grantee shall excavate approximately thirteen thousand five hundred cubic yards (13,500 c.y.) of channel, construct three hundred twenty linear feet (320 l.f.) of ten foot (10 ft.) by ten foot (10 ft.) box culverts, provide four thousand cubic yards (4,000 c.y.) of hydro-mulch for erosion control, install one thousand eighty five cubic yards (1,085 c.y.) of concrete rip rap, and construct two (2) gate well structures with sluice gate controls. Construction shall take place at the Hidalgo County Precinct 1 Delta Area Drainage Outfall System extending from Mile 19 North for the northern boundary, State HWY 107 for the southern boundary, east of FM 493 for the western boundary, and IBWC North Floodway for the eastern boundary. These proposed improvements will increase the capacity of the storm sewer systems and reduce flooding.

These activities shall benefit eighteen thousand six hundred ninety (18,690) persons, of which thirteen thousand three hundred twenty-five (13,325) or seventy-one percent (71%) are of low to moderate income.

Precinct-4

Grantee shall purchase and install fifteen thousand two hundred seventy-two linear feet (15,272 l.f.) of eighteen inch (18 in.), twenty-four inch (24 in.), thirty-inch (30 in.), thirty-six inch (36 in.), forty-two inch (42 in.), and forty-eight inch (48 in.) reinforced concrete pipe, install forty-five (45) type "CC" inlets, install twenty-one (21) storm manholes, restore three thousand six hundred twenty-five square yards (3,625 s.y.) of pavement, restore two hundred seventy-nine (279) driveways, re-grade six thousand two hundred linear feet (6,200 l.f.) of roadside ditch, excavate one hundred twelve thousand nine hundred sixty-three cubic yards (112,963 c.y.) of drainage ditches, and re-excavate seven thousand seven hundred fifty linear feet (7,750 l.f.) of drainage ditches, repair any miscellaneous pavement and backfill and related appurtenances. These proposed improvements will increase the capacity of the storm sewer systems and reduce flooding.

Construction shall take place at the following locations:

HOEHN DRIVE SUBDIVISION

STREET	FROM	TO
Russett Street	Ebony Avenue	Hoehn Drive
Crimson Street	Ebony Avenue	Hoehn Drive
Indigo Street	Ebony Avenue	Hoehn Drive
Lavender Street	Ebony Avenue	Hoehn Drive
Ivory Street	Ebony Avenue	Hoehn Drive
Ebony Street	Ivory Street	Russett Drive
Peach Street	Ivory Street	Monte Cristo Street
Lilac Street	Ivory Street	Russett Street

DAMIAN ACRES PHASE 1 & II AREA

STREET	FROM	TO
Nuiguy Drive	Alberta Road	Labrador Lane
Labrador Lane	Alberta Road	Buck Drive
Fox Lane	Alberta Road	Buck Drive
Tillmin Drive	Alberta Road	Buck Drive
Buck Drive	Cesar Chavez Road	Tillmin Drive

ALAMO BRISAS SUBDIVISION

STREET	FROM	TO
Alamo Road	Rogers Road	Mile 17 ½ Road
La Paz	Rogers Road	Barcelona Street
Santiago Street	Rogers Road	Barcelona Street
Barcelona Street	Alamo Road	Santiago Street

TOWER HEIGHTS SUBDIVISION

STREET	FROM	TO
Grove Avenue	Mile 17 ½ Road	Orchard Avenue
	Orchard Avenue	Tower Road

BANDERA ESTATES SUBDIVISION

	FROM	TO
-	Bandera Lane	Tower Road
-	Grove Avenue	Orchard Avenue

FOUR QUEENS SUBDIVISION

	FROM	TO
-	Queen Drive	Tower Road

DIANA ESTATES SUBDIVISION

	FROM	TO
-	Diana Drive	Tower Road

OWASSA ACRES SUBDIVISION

	FROM	TO
-	Owassa Road	Roman Circle

OWASSA ROAD BETWEEN ALAMO ROAD AND CEASAR CHAVEZ AREA

STREET	FROM	TO
All streets in Owassa Estates	-	-
Avocado Park-King Street	Alamo Road	Prince Street
Queen Street	Alamo Road	Prince Street

LOS TINACOS SUBDIVISION

	FROM	TO
-	Cenizo Street	Owassa Road
-	El Sauz Street	Owassa Road

KAYLEN HEIGHTS SUBDIVISION

	FROM	TO
-	Nicole Drive	Alberta Road
-	Michelle Drive	Intersection of Nicole Drive

SOUTH SAN CARLOS SUBDIVISION

STREET	FROM	TO
Hendrix Circle	S.H. 107	Tex-Mex Road
S. 4th Avenue	S.H. 107	Tex-Mex Road
S. 5th Street	S.H. 107	Tex-Mex Road
Holmes Avenue	N. 3rd Street	S. 4th Avenue

RUTHVEN SUBDIVISION No. 2

STREET	FROM	TO
N. 3rd Street	Tex-Mex Road	S.H. 107

COLONIA TEJANA SUBDIVISION

STREET	FROM	TO
S. 6th Street	S.H. 107	Tex-Mex Road
S. 6th Street	S. 5th Street	Tex-Mex Road

PORSALDO SUBDIVISION

STREET	FROM	TO
Tex-Mex Road	S. 6th Street	Villarreal

NORTH ALAMO TERRACE SUBDIVISION

STREET	FROM	TO
Beaumont Avenue	Alamo Road	Dallas Avenue
Austin Avenue	Alamo Road	Dallas Avenue
Dallas Avenue	Beaumont Avenue	Austin Avenue
Chicago Avenue	Beaumont Avenue	Austin Avenue

SAN MARCOS ACRES No. 3 SUBDIVISION

-	FROM	TO
-	San Marcos Avenue	Alamo Road

ALAMO ESTATES UNIT 1 & II SUBDIVISION

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

HOPEWELL GARDENS SUBDIVISION

STREET	FROM	TO
-	Hudson Street	Alamo Road
Pioneer Street	Hudson Street	Anchor Street
Eclipse Street	Hudson Street	Anchor Street

DAN BURNS ESTATES AREA

STREET	FROM	TO
Leigh Ann Drive	Alamo Road	Alanoz Avenue

These activities shall benefit seventeen thousand seven hundred fifty-five (17,755) persons, of which twelve thousand four hundred ninety-five (12,495) or seventy percent (70%) are of low to moderate income.

Acquisition-24

Grantee shall acquire a twenty (20) acre tract of land in the county of Hidalgo for drainage easement. Grantee shall carry out all acquisition of needed real property, easements, and/or rights-of-way in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*) and HUD implementing regulations (24 CFR Part 42).

Engineering-30

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related engineering services, including preliminary and final design plans and specifications, all interim and final inspections, and all special services does not exceed the amount specified for engineering in Exhibit B, Budget.

Planning / Project Delivery-33

Grantee shall ensure that the amount of TDRA funds expended for all eligible project-related "planning / project delivery" administration activities, including the required annual program compliance and fiscal audit does not exceed the amount specified for Planning / Project Delivery in Exhibit B, Budget.

EXHIBIT B

CONTRACT NO. DRS010068

BUDGET

Hidalgo County

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
1a.	Water Facilities	$	$	$
1b.	Sewer Facilities	$	$	$
2.	Solid Waste Disposal Facilities	$	$	$
3.	Other Public Utilities (Gas)	$	$	$
4.	Street Improvements	$ 1,072,964	$ -0-	$ 1,072,964
5.	Flood and Drainage Facilities	$ 3,041,676	$ -0-	$ 3,041,676
5a.	Flood and Drainage – Debris Removal	$	$	$
6.	Neighborhood Facilities/ Community Centers	$	$	$
7.	Senior Centers	$	$	$
8.	Centers for the Handicapped/ Sheltered Workshops	$	$	$
9.	Parks, Playgrounds, and Other Recreational Facilities	$	$	$
10.	Fire Protections Facilities and Equipment	$	$	$
11.	Parking Facilities	$	$	$
12.	Pedestrian Malls and Walkways	$	$	$
13.	Specially Authorized Assistance to Privately Owned Utilities	$	$	$
14.	Specially Authorized Public Facilities and Improvements	$	$	$
15.	Public Services (LIMITED TO 15% OF REQUEST)	$	$	$
16.	Interim Assistance	$	$	$

LINE	CATEGORIES	CONTRACT FUNDS	OTHER FUNDS	TOTAL
17.	Rehabilitation of Private Properties (Housing)	$	$	$
17a.	Rehabilitation of Private Properties (Water Service)	$	$	$
17b.	Rehabilitation of Private Properties (Sewer Service)	$	$	$
17c.	Rehabilitation – Housing Reconstruction	$	$	$
17d.	Rehabilitation – Emergency Repairs	$	$	$
18.	Rehabilitation of Public Residential Structures	$	$	$
19.	Public Housing Modernization	$	$	$
19a.	Homeownership Assistance	$	$	$
19b.	Affordable New Housing	$	$	$
20.	Clearance Demolition Activities	$	$	$
21.	Historic Preservation	$	$	$
22.	Removal of Architectural Barriers	$	$	$
23.	Code Enforcement	$	$	$
24.	Acquisition	$ 420,349	$ -0-	$ 420,349
25.	Relocation Payments & Assistance	$	$	$
26.	Economic Development Loan	$	$	$
27.	Economic Devel. Interest Subsidy	$	$	$
28.	Economic Devel. Loan Guarantee	$	$	$
29.	Special Activities by Local Devel Corporations, Etc.	$	$	$
30.	Engineering/Architectural Serv. (Total for all construction accounts)	$ 207,511	$ 189,700[1]	$ 397,211
31.	Planning Study (NOT TO EXCEED 16%)	$	$	$
31a.	COG Planning	$	$	$

LINE	CATEGORIES		CONTRACT FUNDS		OTHER FUNDS		TOTAL
32.	General Administration	$		$		$	
32a.	COG Administration	$		$		$	
33.	Planning / Project Delivery	$	257,500	$	-0-	$	257,500
	TOTALS	$	5,000,000	$	189,700	$	5,189,700

[1]County of Hidalgo match total of $189,700

EXHIBIT C

CERTIFICATIONS

WITH RESPECT TO THE EXPENDITURE OF FUNDS PROVIDED UNDER THIS CONTRACT, THE COUNTY OF HIDALGO, CERTIFIES THAT;

(1) IT WILL MINIMIZE DISPLACEMENT OF PERSONS AS A RESULT OF ACTIVITIES ASSISTED WITH SUCH FUNDS;

(2) THE PROGRAM WILL BE CONDUCTED AND ADMINISTERED IN CONFORMITY WITH THE CIVIL RIGHTS ACT OF 1964 (42 U.S.C. SEC. 2000A ET SEQ.) AND THE FAIR HOUSING ACT (42 U.S.C. 3901 ET SEQ.), AND THAT IT WILL AFFIRMATIVELY FURTHER FAIR HOUSING, AS SPECIFIED BY TDRA;

(3) IT WILL PROVIDE FOR OPPORTUNITIES FOR CITIZEN PARTICIPATION, HEARINGS AND ACCESS TO INFORMATION WITH RESPECT TO ITS COMMUNITY DEVELOPMENT PROGRAMS, AS SPECIFIED BY TDRA;

(4) IT WILL NOT ATTEMPT TO RECOVER ANY CAPITAL COSTS OF PUBLIC IMPROVEMENTS ASSISTED IN WHOLE OR IN PART WITH SUCH FUNDS BY ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF LOW AND MODERATE INCOME, INCLUDING ANY FEE CHARGED OR ASSESSMENT MADE AS A CONDITION OF OBTAINING ACCESS TO SUCH PUBLIC IMPROVEMENTS UNLESS (A) SUCH FUNDS ARE USED TO PAY THE PROPORTION OF SUCH FEE OR ASSESSMENT THAT RELATED TO THE CAPITAL COSTS OF SUCH PUBLIC IMPROVEMENTS THAT ARE FINANCED FROM REVENUE SOURCES OTHER THAN SUCH FUNDS; OR (B) FOR PURPOSES OF ASSESSING ANY AMOUNT AGAINST PROPERTIES OWNED AND OCCUPIED BY PERSONS OF MODERATE INCOME, GRANTEE CERTIFIES THAT IT LACKS SUFFICIENT FUNDS UNDER THIS CONTRACT TO COMPLY WITH THE REQUIREMENTS OF CLAUSE (A).

(5) IN THE EVENT THAT DISPLACEMENT OF RESIDENTIAL DWELLINGS WILL OCCUR IN CONNECTION WITH A PROJECT ASSISTED WITH TxCDBG FUNDS, IT WILL FOLLOW A RESIDENTIAL ANTIDISPLACEMENT AND RELOCATION ASSISTANCE PLAN, AS SPECIFIED BY TDRA.

(6) IT SHALL ADOPT AND ENFORCE A POLICY PROHIBITING THE USE OF EXCESSIVE FORCE BY LAW ENFORCEMENT AGENCIES WITHIN ITS JURISDICTION AGAINST ANY INDIVIDUAL ENGAGED IN NONVIOLENT CIVIL RIGHTS DEMONSTRATIONS AND A POLICY OF ENFORCING APPLICABLE STATE AND LOCAL LAWS AGAINST PHYSICALLY BARRING ENTRANCE TO OR EXIT FROM A FACILITY OR LOCATION WHICH IS THE SUBJECT OF SUCH NONVIOLENT CIVIL RIGHTS DEMONSTRATION WITHIN ITS JURISDICTION.

CERTIFICATION REGARDING LOBBYING FOR

CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

COUNTY OF HIDALGO

CERTIFIES, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT:

(1) NO FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID, BY OR ON BEHALF OF THE UNDERSIGNED, TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF AN AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THE AWARDING OF ANY FEDERAL CONTRACT, THE MAKING OF ANY FEDERAL GRANT, THE MAKING OF ANY FEDERAL LOAN, THE ENTERING INTO OF ANY COOPERATIVE AGREEMENT, AND THE EXTENSION, CONTINUATION, RENEWAL, AMENDMENT, OR MODIFICATION OF ANY FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT.

(2) IF ANY FUNDS OTHER THAN FEDERAL APPROPRIATED FUNDS HAVE BEEN PAID OR WILL BE PAID TO ANY PERSON FOR INFLUENCING OR ATTEMPTING TO INFLUENCE AN OFFICER OR EMPLOYEE OF ANY AGENCY, A MEMBER OF CONGRESS, AN OFFICER OR EMPLOYEE OF CONGRESS, OR AN EMPLOYEE OF A MEMBER OF CONGRESS IN CONNECTION WITH THIS FEDERAL CONTRACT, GRANT, LOAN, OR COOPERATIVE AGREEMENT, THE UNDERSIGNED SHALL COMPLETE AND SUBMIT STANDARD FORM - LLL, "DISCLOSURE FORM TO REPORT LOBBYING", IN ACCORDANCE WITH ITS INSTRUCTIONS.

(3) THE UNDERSIGNED SHALL REQUIRE THAT THE LANGUAGE OF THIS CERTIFICATION BE INCLUDED IN THE AWARD DOCUMENTS FOR ALL SUBAWARDS AT ALL TIERS (INCLUDING SUBCONTRACTS, SUBGRANTS, AND CONTRACTS UNDER GRANTS, LOANS, AND COOPERATIVE AGREEMENTS) AND THAT ALL SUBRECIPIENTS SHALL CERTIFY AND DISCLOSE ACCORDINGLY.

THIS CERTIFICATION IS A MATERIAL REPRESENTATION OF FACT WHICH RELIANCE WAS PLACED WHEN THIS TRANSACTION WAS MADE OR ENTERED INTO. SUBMISSION OF THIS CERTIFICATION IS A PREREQUISITE FOR MAKING OR ENTERING INTO THIS TRANSACTION IMPOSED BY SECTION 1352, TITLE 31, U.S. CODE. ANY PERSON WHO FAILS TO FILE THE REQUIRED CERTIFICATION SHALL BE SUBJECT TO A CIVIL PENALTY OF NOT LESS THAN $10,000 AND NOT MORE THAN $100,000 FOR EACH SUCH FAILURE.

EXHIBIT D

THE APPLICABLE LAWS AND REGULATIONS

Grantee shall comply with the Act and Regulations specified in Section 3 of this Contract and with the OMB Circular and federal regulations specified in Sections 6 and 7 of this Contract; Cash Management Improvement Act regulations (31 CFR Part 205); and with all other federal, state, and local laws and regulations applicable to the activities and performances rendered by Grantee under this Contract including but not limited to the laws, and the regulations promulgated thereunder specified in Section I through VII of this Exhibit D.

I. CIVIL RIGHTS

Title VI of the Civil Rights Act of 1964, (42 U.S.C. 2000d *et seq.*); 24 CFR Part 1, "Nondiscrimination in Federally Assisted Programs of the Department of Housing and Urban Development - Effectuation of Title VI of the Civil Rights Act of 1964";

Title VIII of the Civil Rights Act of 1968, "The Fair Housing Act of 1968" (42 U.S.C. 3601 *et seq.*), as amended;

Executive Order 11063, as amended by Executive Order 12259, and 24 C. F.R. Part 107, "Nondiscrimination and Equal Opportunity in Housing under Executive Order 11063". The failure or refusal of Grantee to comply with the requirements of Executive Order 11063 or 24 CFR Part 107 shall be a proper basis for the imposition of sanctions specified in 24 CFR 107.60;

The Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*);

Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794.) and "Nondiscrimination Based on Handicap in Federally-Assisted Programs and Activities of the Department of Housing and Urban Development", 24 CFR Part 8. By signing this Contract, Grantee understands and agrees that the activities funded shall be operated in accordance with 24 CFR Part 8; and the Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.), including the use of a telecommunications device for deaf persons (TDDs) or equally effective communication system.

II. LABOR STANDARDS

The Davis-Bacon Act, as amended (40 U.S.C. 276a - 276a-5);

The Contract Work Hours & Safety Standards Act (40 U.S.C. 327 *et seq.*);

The Copeland "Anti-Kickback" Act (18 U.S.C. 874).

III. EMPLOYMENT OPPORTUNITIES

Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C.1701u).

IV. LEAD-BASED PAINT

Section 302 of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4831(b)) and the procedures established by TDRA thereunder.

V. ENVIRONMENTAL LAW AND AUTHORITIES

Environmental Review Procedures for Recipients assuming HUD Environmental Responsibilities, 24 CFR Part 58, as amended.

In accordance with the provisions of law cited in §58.1(b), the responsible entity must assume the environmental responsibilities for projects under programs cited in §58.1(b), and in doing so must comply with the provisions of the National Environmental Policy Act of 1969, as amended and the Council on Environmental Quality regulations contained in 40 CFR parts 1500 through 1508. This includes responsibility for compliance with the applicable provisions and requirements of the Federal laws and authorities specified in §58.5 [below]. The responsible entity must certify that it has complied with the requirements that would apply to HUD under these laws and authorities and must consider the criteria, standards, policies and regulations of these laws and authorities.

(a) Historic Properties

(1) The National Historic Preservation Act of 1966 as amended (16 U.S.C. 470 *et seq.*), particularly sections 106 and 110 (16 U.S.C. 470 and 470h-2), except as provided in §58.17 for Section 17 projects.

(2) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921), 3 CFR 1971-1975 Comp., p. 559, particularly section 2(c).

(3) Federal historic preservation regulations as follows:
36 CFR part 800 with respect to HUD programs

(4) The Reservoir Salvage Act of 1960 as amended by the Archeological and Historic Preservation Act of 1974 (16 U.S.C. 469 *et seq.)*, particularly section 3 (16 U.S.C. 469a-1).

(b) Floodplain management and wetland protection

(1) Executive Order 11988, Floodplain Management, May 24, 1977 (42 FR 26951), 3 CFR, 1977 Comp., p. 117, as interpreted in HUD regulations at 24 CFR part 55, particularly section 2(a) of the order (For an explanation of the relationship between the decision-making process in 24 CFR part 55 and this part, see §55.10 of this subtitle A.)

(2) Executive Order 11990, Protection of Wetlands, May 24,1977 (42 FR 26961), 3 CFR, 1977 Comp., p. 121 particularly sections 2 and 5.

(c) Coastal Zone Management

(1) The Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*), as amended, particularly sections 307(c) and (d) (16 U.S.C. 1456(c) and (d)).

(d) Sole source aquifers

(1) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300(f) *et seq.*, and 21 U.S.C. 349) as amended; particularly section 1424(e)(42 U.S.C. 300h-3(e).

(2) Sole Source Aquifers (Environmental Protection Agency-40 CFR part 149.)

(e) Endangered species

(1) The Endangered Species Act of 1973 (16 U.S.C. 1531 *et seq.*) as amended, particularly section 7 (16 U.S.C. 1536)

(f) Wild and scenic rivers

(1) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 *et seq.*) as amended, particularly sections 7(b) and (c) (16 U.S.C. 1278(b) and (c)).

(g) Air quality

(1) The Clean Air Act (42 U.S.C. 7401 *et seq.*) as amended, particularly sections 176(c) and (d) (42 U.S.C. 7506(c) and (d)).

(2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency-40 CFR parts 6, 51, and 93).

(h) Farmland protection

(1) Farmland Protection Policy Act of 1981 (7 U.S.C. 4201 *et seq.*) particularly sections 1540(b) and 1541 (7 U.S.C. 4201(b) and 4202).

(2) Farmland Protection Policy (Department of Agriculture-7 CFR part 658).

(i) HUD environmental standards

(1) Applicable criteria and standards specified in HUD environmental regulations (24 CFR part 51)(other than the runway clear zone and clear zone notification requirement in 24 CFR 51.303(a)(3)

(2) HUD Notice 79-33, Policy Guidance to Address the Problems Posed by Toxic Chemicals and Radioactive Materials, September 10, 1979).

(j) Environmental justice

(1) Executive Order 12898 of February 11, 1994 --- Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, (59 FR 7629), 3 CFR, 1994 Comp. p. 859.

(k) Other requirements

See 24 CFR Part 58.6.

VI. ACQUISITION/RELOCATION

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 *et seq.*), 24 CFR Part 42, and 24 CFR Section 570.606.

VII. FAITH-BASED ACTIVITIES

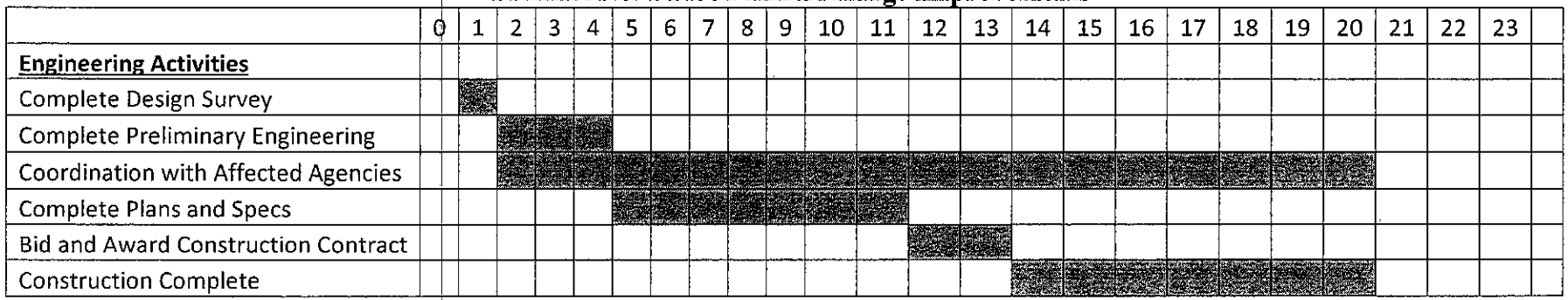
Executive Order 13279 of December 12, 2002 - Equal Protection of the Laws for Faith-Based and Community Organizations, (67 FR 77141).

EXHIBIT E

PROJECT IMPLEMENTATION SCHEDULE

County of Hidalgo

Precinct No. 1 Flood and Drainage Improvements



AI-18633 **12.B.**

Streetlights project - City of Palmview

CC REGULAR

Date:	11/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program, on behalf of City of Palmview, is requesting approval and award of best and final negotiated contract with S& B Infrastructure, LTD. (highest ranked firm), in the amount of $28,900.00 for the Urban County Program Year 21 (2008) & Year 22 (2009) Street Improvements in the City of Palmview (Precinct No.3 area).

BACKGROUND

City of Palmview has negotiated a contract with S&B Infrastructure, LTD. in the amount of $28,900.00 for the UCP Year 21 (2008) & Year 22 (2009) street improvements project. Negotiations with S& B Infrastructure, LTD. was approved in Hidalgo County Commissioners' Court on October 27, 2009. See attached proposal and scope of services.

Contract Amount:$ 28,900.00 S& B Infrastructure, LTD.

Funds Available:$ 546.98 Year 17 (2004) Palmview Street Improvement funds
$ 8,829.25 Year 20 (2007) Precinct No. 3 (Palmview) recaptured funds
$ 34,011.00 Year 21 (2008) Palmview Street Improvement funds
$334,011.00 Year 22 (2009) Precinct No. 3 (Palmview) recaptured funds
TOTAL $377,398.23

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: $ 28,900.00
Available Funds: $377,398.23

Attachments

Link: project

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 03:44 PM	APRV
2	Perla Lopez	Perla Lopez	11/19/2009 09:24 AM	APRV
3	Auditor's Office	Linda Fong	11/19/2009 10:36 AM	APRV
4	Dina Trevino		11/19/2009 12:18 PM	PEND
5	Perla Lopez	Perla Lopez	11/19/2009 11:39 AM	APRV
6	Purchasing Department	Marty Salazar	11/19/2009 12:18 PM	APRV

Form Started By: Estella Webber Started On: 11/18/2009 03:15 PM

Final Approval Date: 11/19/2009

S&B INFRASTRUCTURE, LTD.

November 18, 2009

City of Palmview
400 W Veterans Blvd
Palmview, TX 78572

To City of Palmview Management Staff,
Ref: Tierra Linda Solar Lighting Project, Engineering Fee Revision:

Attached is S&B Infrastructure's final fee proposal for the engineering services to be provided for the Tierra Linda Solar Lighting Project. After careful consideration of the requirements of the project, we have determined our cost of services for several items of the attached document. We understand the competitive bid process and we will work efficiently in order to provide the scope of services with our companies' highest standards of quality. The cost for the Project's Plan developments have been reduced, and we hope that it meets your budget requirements for this project.

We look forward to working with the City of Palmview on this opportunity, as well as future projects, therefore it is in our Company's best interest that we provide our clients with the highest degree of Engineering Standards and Quality.

Feel free to contact us with any of your questions or concerns,

Highest Regards,

Dario V. Guerra, P.E.
Project Manager
(956) 926-5006

PROJECT: City of Palmview Streetlights
CLIENT: City of Palmview
CSJ: 0
COUNTY: Hidalgo
B JOB NO.:

EXHIBIT D -- COST PROPOSAL

Task		DESCRIPTION from EXHIBIT "B"	FIRM	SERVICE	ESTIMATED FEE	TOTALS
I		PRELIMINARY ENGINEERING				
	1	Startup & Coordination	S & B	BASIC	$982.52	
	2	Preliminary Layout Maps	S & B	BASIC	$1,005.90	
	3	Survey & Utility Coordination	S & B	BASIC	$1,269.36	
	4	Management, meetings, coord, QC/QA	S & B	BASIC	$872.68	
		Sub Total (Preliminary)				$4,130.46
II		PLANS, SPECIFICATIONS, ESTIMATE (PS&E)				
	1	Develop plan details and design	S & B	BASIC	$5,053.92	
	2	Prepare specifications & estimate	S & B	BASIC	$1,357.48	
	3	Develop plan sheets	S & B	BASIC	$3,474.68	
	4	Assemble PS&E	S & B	BASIC	$789.80	
	5	Management, meetings, coord, QC/QA	S & B	BASIC	$1,360.72	
		Sub Total (PS&E)				$12,036.60
III		CONSTRUCTION ADMINISTRATION				
	1	Bid Phase Services	S & B	BASIC	$959.16	
	2	Field Surveying (Review)	S & B	BASIC	$877.90	
	3	Shop Drawing Review	S & B	BASIC	$865.69	
	7	As-Built Drawings	S & B	BASIC	$211.70	
	8	Management, meetings, coord, QC/QA	S & B	BASIC	$680.79	
		Sub Total (Construction Admin)				$3,595.24

PROJECT: City of Palmview Streetlights
CLIENT: City of Palmview
CSJ: 0
COUNTY: Hidalgo
B JOB NO.:

EXHIBIT D -- COST PROPOSAL

Task	DESCRIPTION from EXHIBIT "B"	FIRM	SERVICE	ESTIMATED FEE	TOTALS
IV	Additional Services				
	1 Surveying	RODS	SPECIAL	$8,046.00	
	2 Resident Engineer / Site Inspection	S & B	SPECIAL	$1,091.68	
	Sub Total (Additional Services)				$9,137.68
	Sub Total (LABOR)				$28,900.00
	Total Hours	MULTIPLIER			
	CONTRACT RATES: ($/MAN-HOUR)	2.921			
	BASE RATES: ($/MAN-HOUR)				
	BASIC SERVICE TOTAL			$ 19,762.32	
	SPECIAL SERVICE (LABOR)			$ 9,137.68	
	PROJECT TOTAL				$28,900.00

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this **24th** day of **November 2009** by and between **City of Palmview**, (hereinafter called the "Party") and **S & B Infrastructure, LTD**, duly authorized Engineer, herein acting by **Daniel O. Rios, P.E.** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed **Street Improvements – Lighting at Tierra Linda Subdivision** Account(s) **5008/09-55-0311-5000-5500-MB**. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

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

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

5.3 Furnish the Engineering services or data as required such as appropriate professional interpretations of all of the foregoing; property, boundary, easement, right-of-way, zoning, and deed restrictions; all of which the Engineer may rely upon in performing his services under this agreement.

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of **$ 28,900.00** for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII

TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

d. The Engineer shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of the United States, the Auditor of the State of

Texas, access to and the right to examine all books, accounts, records, reports, files, and other papers, things, or property belonging to or in use by Engineer pertaining to this Agreement. Such rights to access shall continue as long as the records are retained by Engineer. Engineer agrees to maintain such records in an accessible location for a period of three (3) years.

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

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

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

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

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

SECTION XVII
INSURANCE

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

17.1 A comprehensive automobile liability policy covering liability exposure to bodily injury and property damages. The Engineer shall furnish Party Certificates of Insurance showing the comprehensive automobile liability insurance policies to be in effect, commencing when Engineers

commence operations under this Agreement, in the sum of $300,000 for bodily injury and $100,000 for property damages.

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be **November 24, 2009** . Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Daniel O. Rios, P.E. (Engineer)

Firm Name: **S & B Infrastructure LTD**

Address: **5408 North 10th Street**
City/ST/ZIP: **McAllen, Texas 78504**

FED ID #/SS #: **76-0431527**

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

City of Palmview:

City Secretary Mayor Jorge Garcia

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

Exhibit "A"
(Scope of Services)

see attached

AI-18612 **12.C.**

Interlocal Agreement - City of Palmview (Pct. #3)

CC REGULAR

Date:	11/24/2009
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Hidalgo County Urban County Program on behalf of Hidalgo County Precinct # 3 is requesting authorization to approve an Interlocal Agreement with City of Palmview for the overlay of streets in the Tierra Linda Subdivision located south of Expressway 83 and west of Green Road. Hidalgo County Precinct No.3 will utilize Urban County Program Year 20 (2007) and Year 22 (2009) Palmview recaptured street improvement funds.

BACKGROUND

Hidalgo County Precinct No.3 will overlay Chihuahua Drive, Durango Drive, Guadalajara Drive, Mazatlan Drive, Nogales Drive, and Tampico Drive located in the Tierra Linda Subdivision within Palmview city limits. Precinct No. 3 will provide labor and equipment necessary for the overlay and/or paving of the streets utilizing Palmview's recaptured funds for the purchase of all necessary road materials/supplies.

Available Funds:	2007	Precinct 3 Street Improvements (Palmview)
$ 8,829.25		
	2009	Precinct 3 Street Improvements (Palmview)
$334,011.00		
		TOTAL:
$342,840.25		

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 20 (2007) and Year 22 (2009) Precinct 3 Street Improvement Funds for the purchase of all road materials/supplies.

Attachments

Link: Interlocal Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	11/18/2009 10:34 AM	APRV
2	Perla Lopez	Perla Lopez	11/18/2009 11:43 AM	APRV
3	Auditor's Office	Linda Fong	11/18/2009 04:17 PM	APRV
4	Purchasing Department	Marty Salazar	11/19/2009 10:46 AM	APRV

Form Started By: Estella Webber Started On: 11/18/2009 09:33 AM

Final Approval Date: 11/19/2009

COUNTY COMMISSIONER PRECINCT 3
County of Hidalgo

Joe M. Flores
County Commissioner Pct. No. 3

0.00+
72,904.71+
21,358.26-
6,749.58-
44,796.87*

0.*

May 20, 2008

Jorge G. Garcia, Mayor
City of Palmview
400 W. Veterans Blvd.
Palmview, TX. 78572

Dear Mayor Garcia,

As per your request we are submitting an estimate of streets located inside the City of Palmview that are in need of overlaying. An Interlocal Agreement needs to be approved by Commissioner Court before we are able to repair these roads. This estimate is subject to change. If you happen to need further information please do not hesitate to contact Pct 3 Coordinator Domingo Villarreal Jr. at (956) 205-7000 or at (956) 279-4010 Thank you.

Street Name	Distance	Width	Height	Tons	Amount
Lalo Dr.	2115	22	1 ½	507	$21,358.26
Leal Dr.	640	20	1 ½	146	$6,749.58
Chihuahua	612	20	1 ½	140	$6,472.00
Durango	635	20	1 ½	145	$6,703.35
Guadalajara	665	20	1 ½	152	$7,026.96
Mazatlan	710	20	1 ½	161	$7,443.03
Nogales	733	20	1 ½	166	$7,674.18
Tampico	705	20	1 ½	160	$7,396.80
Total				**1,577**	**$72,904.71**

Sincerely,

Joe M. Flores, Commissioner
Hidalgo County Precinct #3
724 N. Breyfogle Rd.
Mission, TX. 78574

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

This Agreement is made on this the **24th** day of **November , 2009**, by and between the **CITY OF PALMVIEW, TEXAS,** hereinafter referred to as "Palmview" and the **COUNTY OF HIDALGO – PRECINCT NO. 3, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Palmview is a General Law municipality located in Hidalgo County, Texas; and

WHEREAS, County is a county in the State of Texas;

WHEREAS, County desires to assist Palmview to overlay streets in the Tierra Linda Subdivision located south of Expressway 83, west of Green Road with Community Development Block Grant ("CDBG") recaptured Palmview (Precinct 3)Year 20(2007) & 22(2009) Street Improvement funds as detailed in the Scope of Services and location maps attached as Exhibit "A";

WHEREAS, County agrees it is in its best interest to provide such assistance to Palmview as described herein;

WHEREAS, County and Palmview are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Gov't Code 791.001 et seq., which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act;

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

1. **County agrees to** assist Palmview in the Street Improvements by providing labor and equipment necessary for the overlay and/or paving of the streets;

2. **County agrees to** provide all necessary materials and supplies, including but not limited to, caliche base, sub-grade, sealant and striping to complete the Street Improvements;

3. **County shall** be responsible for all costs associated with engineering, surveying and testing necessary for the Street Improvements;

4. **County shall** review all specifications and plans for the Street Improvements and shall not provide labor or equipment until such plans are approved by the County Planning Department.

5. **Palmview and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than December 30, 2009.

6. **Palmview shall** be responsible for the maintenance of the Streets following completion of the work described herein so long as the Streets remain partially or wholly within the city limits.

7. Following completion of the work described herein, the parties agree that County will be released of any and all duties imposed by this Agreement.

8. Each party agrees to conform to its own applicable purchasing laws, regulations, policies, and procedures with respect to the portion of the work under this Agreement performed by each party.

9. **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 a 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 provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

10. **No Waiver.** No waiver by any party hereto of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding, breach of the same or any other provision thereof.

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

12. **TEXAS LAW TO APPLY.** THIS AGREEMENT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, AND ALL OBLIGATION OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN HIDALGO COUNTY, TEXAS. THE PARTIES HEREBY CONSENT TO PERSONAL JURISDICTION IN HIDALGO COUNTY, TEXAS.

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 Palmview:	City of Palmview Attention: Mayor Jorge Garcia 400 West Veterans Blvd. Palmview, Texas 78572
If to County:	Hidalgo County, Texas Attention: Rene Ramirez, Interim County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

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

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

15. **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.

16. **Assignment.** This Agreement shall not be assignable.

17. **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.

18. **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.

19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.
20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF PALMVIEW

_____
Jorge Garcia, Mayor

ATTEST:

_____
Johnn Alaniz, City Manager

HIDALGO COUNTY

_____
Rene Ramirez, Interim Hidalgo County Judge

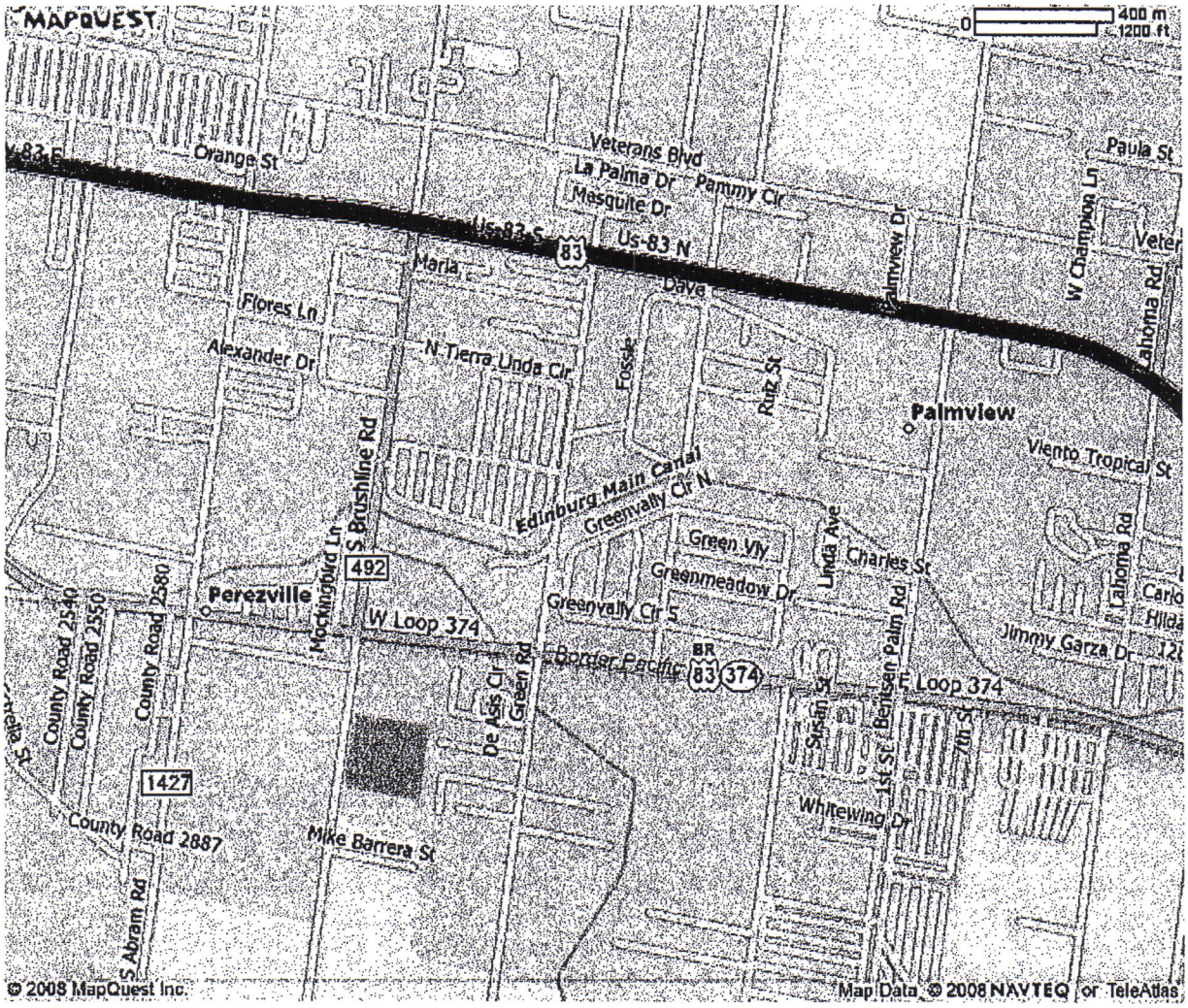
ATTEST:

_____
Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, L.L.P.

BY: Stephen L. Crain
DATE: November 24, 2009

Exhibit "A"



City of Palmview – Street Improvements
Tierra Linda Subdivision Streets

Overlay of Chihuahua Drive, Durango Drive, Guadalajara Drive, Mazatlan Drive, Nogales Drive, Tampico Drive

Available Funds:	2007	Precinct 3 Street Improvements (Palmview)	$ 8,829.25
	2009	Precinct 3 Street Improvements (Palmview)	$334,011.00
		TOTAL:	$342,840.25

AI-18600 **13.A.**

Census 2010

CC REGULAR

Date:	11/24/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Cari Lambrecht
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Requesting authorization for the 2010 Census Hidalgo County Complete Count Committee to process and submit partnership support grant applications to the U.S. Census Bureau and receive federal financial assistance for the purchase of promotional material for the 2010 Census (there are no local matching funds required for this program).

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - No Local Match

Funding is through The 2010 Census, in which they appropriate monies for outreach efforts to conduct the Decennial Census.

Attachments

Link: guidelines

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 08:59 AM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2009 11:05 AM	APRV
3	Auditor's Office	Linda Fong	11/18/2009 04:14 PM	APRV
4	Purchasing Department	Marty Salazar	11/19/2009 10:46 AM	APRV

Form Started By: Sandra De Leon — Started On: 11/17/2009 04:19 PM

Final Approval Date: 11/19/2009

United States Census 2010

Partnership Support Program Application FY 2010
Dallas Regional Census Center
2777 N. Stemmons Frwy., Suite 200, Dallas, TX 75207

It's about us
2010 CENSUS IN SCHOOLS

Name of Organization: _____

Address: _____

_____

Business Phone: _____ Fax Number: _____

Contact person: _____ Email: _____

Amount of support requested (attach a Project Budget) _____

Suggested Vendor: (Please note: Each vendor must have a separate application.)

Name: _____

Address: _____

Phone _____ Email _____

Is the Vendor able to accept payment by credit card? YES ☐ NO ☐

Proposed event location/city and date: _____

_____

Number of people to be reached by this project: _____

Hard to count population to be reach (race, ethnicity, etc.) _____

Describe the composition of the hard to reach population (lower economic, age, minority, low literacy, immigrants, etc.)

_____

Partnership Specialist Name & Phone Number: _____

Project Description:

_____

_____

_____

_____

_____

How does the project promote participation in the 2010 Census?

(Please continue any response on another sheet of paper, if necessary. Include organization name and project name.)

Other groups/agencies involved in the planning/implementation of this project and their role, if not defined in the description. (If applicable.)

I certify all the information in this application is accurate and correct.

Printed Name: _____ Date: _____

Signature: _____

FOR BUREAU USE ONLY

Date of recommendation: _____ Approved: ☐ Disapproved: ☐

Comments: _____

Team Lead Signature: _____ Date: _____

RCC Approving Signature: _____

Title: _____ Date: _____

United States Census 2010

Partnership Support Program Proposal Approval

Senior Partnership Specialist _____

Phone Number & Email: _____

Partnership Specialist _____

Phone Number & Email: _____

Cardholder's Name _____

Date _____

Name of Organization: _____

Address _____

Business Phone _____ Email: _____

Contact Person _____

Amt of Support Requested (include shipping cost) _____

Suggested Vendor _____

(Each vendor must have a separate approval form.)

Vendor Address _____

Vendor Contact Person / Tel. No. _____

Item Requested: _____ Unit Price: _____

Quantity requested: _____ Total Item Cost: _____

Item Requested: _____ Unit Price: _____

Quantity requested: _____ Total Item Cost: _____

Item Requested: _____ Unit Price: _____

Quantity requested: _____ Total Item Cost: _____

Shipping cost: _____ Set up charges: _____

Credit Card Payment Acceptable YES ☐ NO ☐

Requested Delivery Date _____

Number of People Reached _____

HTC Population _____

Notes: _____

Partnership Support Fund Instructions

Funds allocated for the Partner Support Program authorize the Census Bureau to support census outreach and promotion efforts with partners such as Complete Count Committees, religious organizations, schools, local and tribal governments and various community-based organizations. These activities should be based upon clearly outlined parts of a productive partnership.

Funds obligated and spent in Fiscal Year 2010 (FY10) should be for materials or services that help participants increase mail response, etc. Delivery of purchased materials can be in Nov/Dec 2009 for use in events scheduled for January 2010. The peak period for this program is estimated to be January – April 2010. Therefore, Partners should view the FY10 purchases as early purchases for that peak period in 2010.

Eligibility

Only active partners will be eligible for this program. Active partners include but are not limited to the following: Complete Count Committees, local and tribal governments, schools, religious organizations and community organizations currently involved in census outreach and promotion efforts are eligible.

Each eligible partner will be required to prepare a proposal and submit to the approving Regional Census Center (RCC) management for approval.

Funding Limits

Partnership Support Program funding request may not exceed $2,999 for products and $2,499 for services (inclusive of all additional costs such as set up charges, shipping & handling charges).

Use of Funds /Partnerships

The Census has specific statutory money authority within its FY2010 appropriations to spend funds on “promotional, outreach, and marketing activities” necessary to conduct the Decennial Census. This authority enables the Census Bureau to use appropriated funds to purchase items that Census determines to be necessary to carry out its statutory direction to promote and market the Decennial Census. The Census Bureau should not endorse or appear to endorse or provide preferential treatment to any particular company or organization.

Examples of approved uses of funds:

> **Example 1:** The Mattel toy company contacted the Census Bureau concerning production of a collection of dolls called the "2010 Census Barbie Collection." Under the proposal, the Census Bureau would incur no expenses nor collect any profits from the sale of the doll. However, the Census Bureau believes that the sale of the dolls would assist in the promotion and exposure of the 2010 Census.

This is an authorized activity as the Census Bureau has determined that the Doll Collection would reasonably appear to promote and market the Decennial Census. However, cautioned must be taken so as not to give out any appearance of endorsing Mattel or providing any exclusive rights, such as calling the dolls "The Official Dolls Of The Decennial Census."

> **Example 2:** The Census Bureau is considering purchasing tee shirts, coffee mugs, cups, hats, and key rings with the words "It's In Our Hands" in English and Spanish for distribution to the public at public events, such as baseball games or parades.

This purchase is authorized. While the purchase of these items is generally prohibited as they are considered personal, Congress has given census specific authority in its appropriation to spend funds on "promotion, outreach, and marketing activities" necessary to conduct the decennial census. Provided the Census Bureau determines the purchase of these items is necessary to promote and market the decennial census, this purchase is authorized.

> **Example 3:** Various religious organizations have agreed to provide space for Questionnaire Assistance Centers and training, to announce to their congregations the importance of the census, and to provide fliers for distribution by the religious organizations.

The use of funds for this activity is authorized. This activity is not a violation of the restrictions upon the Federal government establishing or promoting religion. This activity is authorized, as it is legitimate promotion, outreach, and marketing of the decennial census. However, the Census Bureau should be cautions not to give any appearance of supporting religious activities and to not show any preference of any religious organizations.

> **Example 4:** A local school decides to conduct a census essay and poster contest during Citizenship Week. Census agrees to purchase certificates and ribbons for winners and provide these items to the school. The school agrees to hold a special event to which they invite local celebrities, Complete Count Committee members, and local residents to participate.

The Census Bureau may cooperate with organizations such as schools and purchase certificates and ribbons if the Census Bureau determines holding this event and the

expenditures are necessary to promote or market the decennial census. Advertising the event is authorized to properly bring public attention to the event.

Examples of disapproved use of funds/partnerships:

Example 1: The Census Bureau proposes providing refreshments (coffee, juice, donuts, pizzas) for any of the events under the examples of approved use of funds above.

Generally, absent specific statutory authority, appropriated funds **may not** be spent for free refreshments to the public. However, there may be situations whereby refreshments are used to attract members of the public to events or meetings intended to promote the decennial census. Such an expenditure should be the exception, not the rule and should be carefully monitored in light of the opportunity for abuse.

Example 2: The Census bureau has a proposal from a major department store to have a "Census Day" whereby the store will pay the advertising costs to promote the event provided the store can use the census seal and be able to state that it has exclusive rights among department stores to promote the Census and can state that it is the "Official Department Store for the 2010 Census."

There are several problems with this proposal. Census may not give exclusive rights to the department store and may not authorize the store to represent itself as receiving an endorsement from the Census Bureau. By doing this, the Census Bureau would be giving preferential treatment to the store and promoting it over other competing stores. Moreover, use of the 2010 Census logo by an outside party is prohibited absent express authorization.

Census Criteria for Use of Funds:

The following factors must be considered when using funds:

- effectively reaching a wide audience of specific hard-to-enumerate groups, or providing valuable resources that further the census effort
- increase mail response rate
- reduce the differential undercount
- communicate a consistent census message
- Support should be provided, as equitably as possible, in order to reach and include as many diverse groups as possible. Communicate availability of support for those groups, and guidelines for support to all partners. Regions may establish additional parameters, as they deem appropriate in order to promote and enhance the regional programs. Regional parameters must adhere to state and federal EEO requirements.

- Use of local vendors and, to the extent allowable, use of small businesses, minority-owned, women-owned businesses, reap equitable benefits from the funds available to spend.
- The appearance to the public of the expenditure should not create any type of embarrassment for the Department.

Proposal Guidelines

It is important to describe the project in as much detail as possible. Specific measurable objective of the proposed project, as well as the 2010 Census component and its relevance to the Census mission of obtaining the most complete and accurate count is integral to the description. The Census component must describe specifically how the proposed project will encourage the targeted audience to fill out and mail back the 2010 Census questionnaire. The project goal must be to increase the mail response rate and reduce the differential undercount.

If more than one group is involved, define the role of each organization. Provide time lines and indicate how success will be measured. Demonstrate the organization's capability to implement the program. This can be done by describing existing outreach to reach the target population. A draft or picture of the item to be developed or produced must be attached. For example, if any promotional items are to be produced or any literature to be copied, a copy of the text must be submitted with the proposal.

AI-18700 **13.B.**

Authorization to name road

CC REGULAR

Date:	11/24/2009
Submitted By:	Sandra De Leon, COUNTY JUDGE
Submitted For:	Raul Lozano
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Requesting authorization to name a private road located in Precinct #2 as Sosa Dr.

BACKGROUND

Lower Rio Grande Valley Development Council, 911 Dept, has approved the name for use.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: LRGVDC 911 letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 03:35 PM	APRV
2	Roland Garcia	Rolando Garcia	11/20/2009 03:57 PM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Sandra De Leon — Started On: 11/20/2009 03:16 PM

Final Approval Date: 11/20/2009

Lower Rio Grande Valley Development Council

Commissioner John Ingram, McAllen ..... President
Mayor Chris Boswell, Harlingen ..... 1st Vice-President
Mayor Pro-Tem Alvin Samano, Member-at-Large ..... 2nd Vice-President
Commissioner Sylvia Handy, Hidalgo County ..... Secretary
Mayor Pro-Tem Eddy Gonzalez, Edcouch ..... Treasurer
Arturo Ramirez, Grassroots Organizations ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Landa
Commissioner, Alamo

Edward C. Camarillo
Commissioner, Brownsville

David S. Simmons
Mayor, Donna

Gus Garcia
Council Member, Edinburg

Steve Brewer
Mayor, La Feria

Joel Quintanilla
Mayor, Mercedes

Norberto "Beto" Salinas
Mayor, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

Orlando Correa
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-Tem, San Juan

Buddy de la Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
TSTC, Harlingen

Roberto Loredo
Donna I.S.D.

Gale Armstrong
El Jardin Water Supply

Michael G. Wilson
Willacy Navigation District

Hon. Norma G. Garcia
Member-at-Large

Don Medina
Member-At-Large

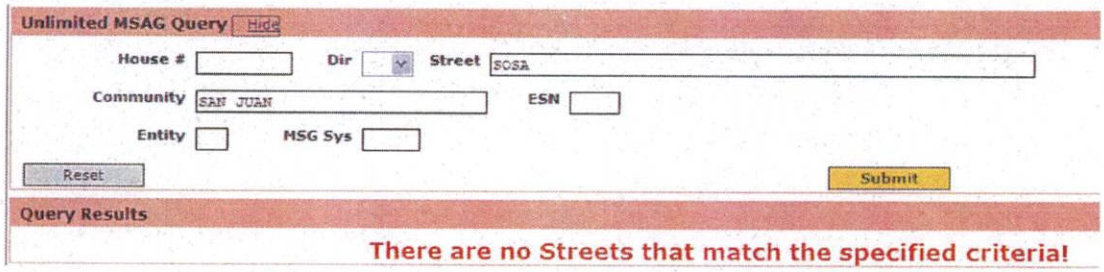
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

August 4, 2009

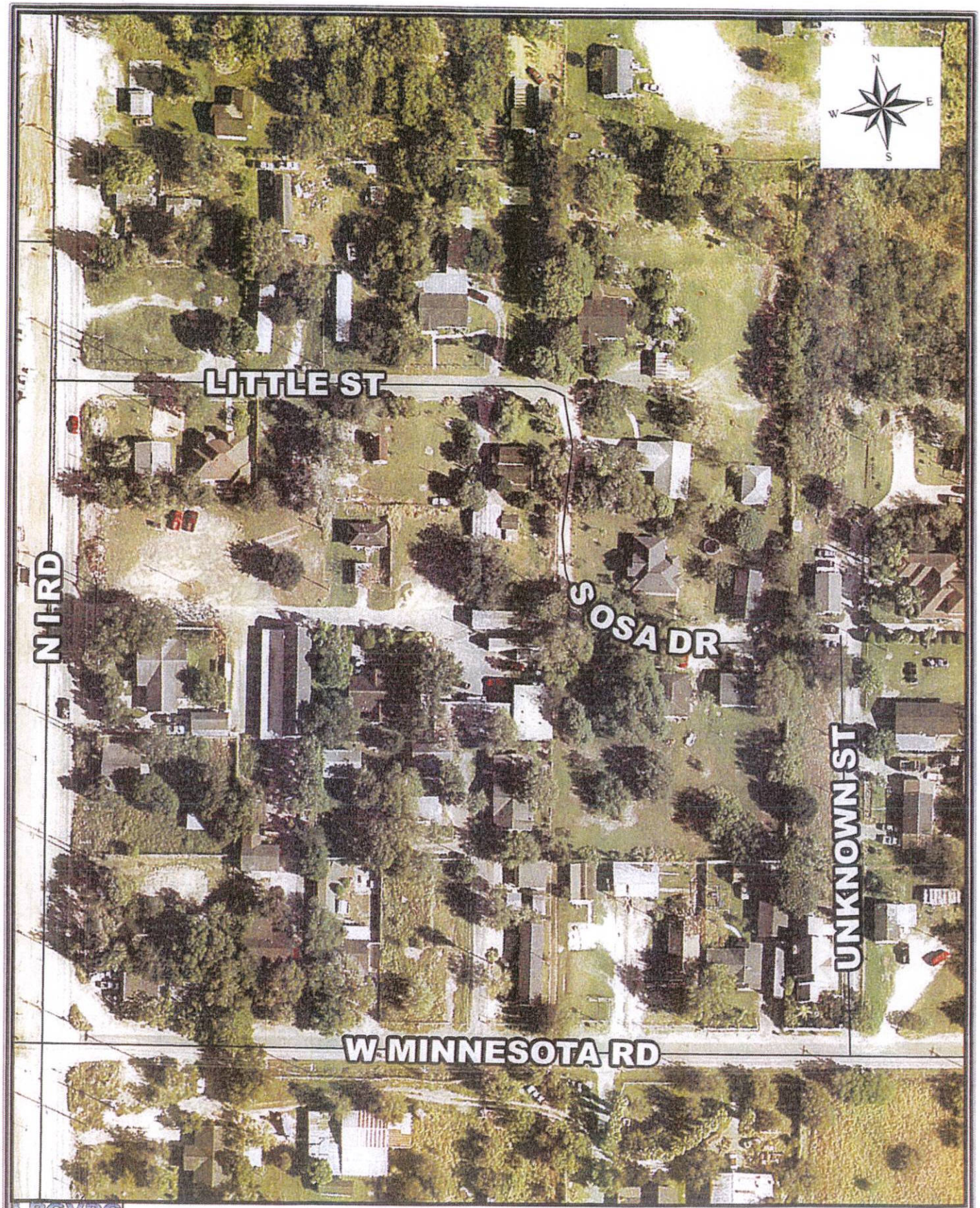
Hidalgo County Precinct #2
Commissioner Hector "Tito" Palacios
301 E State St
Pharr, TX 78577

The LRGVDC 9-1-1 Program has receive a request from the residents on a non-county road in the Lopezville area as illustrated on the map provided. They have requested to name a private road for 9-1-1 purposes only and be able to establish their 9-1-1 physical addresses. They have request to name the road **SOSA DR,** we acknowledges notification of name and have found no conflicts in the state 9-1-1 database to use such name.

If name approve by Commissioner's Court, please notified the 9-1-1 department so that we can continue with our process.



ACKNOWLEDGED ON: August 4, 2009
RESEARCHED BY: Sergio Castro
TITLE: 9-1-1 Assistant Director



LRGVDC
9-1-1 DEPT

DISCLAIMER:
LRGVDC data is only
to be utilize for 9-1-1 purposes

SOSA DR AREA

AI-18573 **14.A.**

Financial Report

CC REGULAR

Date:	11/24/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Financial Report: October 2009

BACKGROUND

Policy Council Approval: 11.18.09

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Financial Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2009 08:56 AM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2009 10:35 AM	APRV
3	Auditor's Office	Linda Fong	11/18/2009 03:41 PM	APRV

Form Started By: Linda Galaviz — Started On: 11/16/2009 01:34 PM

Final Approval Date: 11/18/2009

Hidalgo County Head Start Program

Policy Council Agenda

DATE: November 18, 2009

SUBJECT: Discussion/Approval of Program Financial Report

RATIONALE/NEED: Approval is needed to comply with the Head Start Performance Standard 1304.51(h) (1).

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: Financial Report-October 2009

****

INITIATED BY: Elma Keller, Finance Director EC

REVIEWED BY: Edmundo Garcia, Assistant Program Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Hidalgo County Head Start Program
2009 POLICY COUNCIL BUDGET
From 10/1/2009 Through 10/31/2009

Account Code	Account Title	Total Budget	YTD Actual	YTD Encumbrance	Total Budget Variance	Percent Budget Remaining	Current Actual
01	SALARIES	15,646,100.02	12,033,310.63	0.00	3,612,789.39	23%	1,184,942.06
02	FRINGE BENEFITS	5,649,980.85	4,398,798.94	0.00	1,251,181.91	22%	438,754.95
03	OUT OF TOWN TRAVEL	10,000.00	0.00	0.00	10,000.00	100%	0.00
04	EQUIPMENT	12,000.00	11,830.48	0.00	169.52	1%	11,830.48
05	SUPPLIES	1,212,277.20	899,467.92	101,548.98	211,260.30	17%	87,793.02
06	OTHER COST	1,750,094.93	1,666,538.53	78,763.42	4,792.98	0.20%	231,142.67
Report Total		24,280,453.00	19,009,946.50	180,312.40	5,090,194.10	21%	1,954,463.18

AI-18583 **15.A.**

WIC - 2009 Budget Amendment

CC REGULAR

Date:	11/24/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma Longoria, WIC Director
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

WIC Admin (1292)
1. Approval of Certification of Revenues, as certified by the County Auditor for the WIC grant program (1292).
2. Approval to amend (increase) the 2009 WIC Grant Program budget in the amount of $148,632.49.

BACKGROUND

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

Fiscal Impact

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

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

BUDGETARY IMPACT:

Amending grant budget. Appropriation of funds in the amount of $148,632.49
Revenue Acct no. 9-1292-331-10-350-001-9-000

Attachments

Link: cert. of revenues

Link: budget amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2009 10:00 AM	APRV
2	Erika Zamora	Erika Zamora	11/18/2009 01:58 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/18/2009 04:04 PM	APRV
4	Auditor's Office	Linda Fong	11/19/2009 10:31 AM	APRV
5	Purchasing Department	Marty Salazar	11/19/2009 10:44 AM	APRV

Form Started By: Margarita Gonzalez — Started On: 11/16/2009 05:37 PM

Final Approval Date: 11/19/2009

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

November 19, 2009

The Honorable Rene A. Ramirez, 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 $148,632.49 for 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
$148,632.49	WIC

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11-19-09
Date

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	80,592
September	80,784
Totals	**923,596**
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	$12,158.86
September	$12,684.74
Extended Hours:	
Totals	**$161,890.92**
(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	$5,026,854.91
Proj.Revenue FY 09 - Extended Hours	$161,890.92
Total Revenue Projected for FY 09	**$9,926,326.48**

* = Projected average from first 12 months participation rates.

Comparison with General Ledger Budget:	
Budget Appropriation for FY 09 on 09/23/08	9,525,132.00
Budget Amendment for FY 09 on 05/26/09	205,473.60
Budget Amendment for FY 09 on 09/01/09	102,000.00
Budget Amendment for FY 09 on 09/15/09	49,000.00
Amount of WIC Admin Budget in General Ledger	**9,881,605.60**

Amount of WIC Admin Budget in General Ledger	$9,881,605.60
Total Revenue Projected for FY 09	$9,926,326.48
Projected Revenue Amount over / (under) budget	$44,720.88

Projected Revenue Amount over / (under) budget	$44,720.88
LACTATION SERVICES	$45,000.00
REGISTERED DIETICIAN	$40,000.00
CLINICAL PRACTICUM	$1,260.16
DIETETIC INTERNSHIP	$809.72
VENDOR LIAISON	$16,841.73
TOTAL	$148,632.49
TOTAL BUDGET AMENDMENT	$148,632.49

LA #12 - Additional Funding Summary**

Project Name	Award Amount	Expended Amount	YTD Balance
Clinical Lactation Practicum	$615.00	$1,260.16	-$645.16
Dietetic Interns	$810.00	$809.72	$0.28
Lactation Consultants	$45,000.00	$45,000.00	$0.00
Obesity Prevention	$0.00	$0.00	$0.00
Peer Counselors - 9X613	$238,525.00	$221,805.46	$16,719.54
Registered Dieticians	$40,000.00	$40,000.00	$0.00
Vendor Liaison	$25,600.00	$16,841.73	$8,758.27
EBT	$203,677.89	$203,677.89	$0.00
Infrastructure Funding	$225,000.00	$0.00	$225,000.00
Extra Funding	$217,718.30	$0.00	$217,718.30
Total Project Grant 9X613	$350,550.00	$325,717.07	$24,832.93
Immunizations	$0.00	$0.00	$0.00
Peer Counselors - 9X505	$151,475.00	$151,475.00	$0.00
Total All Funding Sources	$502,025.00	$477,192.07	$24,832.93

**Note: No entry needed on this page. All amounts are linked from pages that follow.

LACTATION SERVICES	$45,000.00
REGISTERED DIETICIAN	$40,000.00
CLINICAL PRACTICUM	$1,260.16
DIETETIC INTERNSHIP	$809.72
VENDOR LIAISON	$16,841.73
TOTAL	$103,911.61

DATE: 11/16/2009

DEPARTMENT HEAD: NORMA LONGORIA

DEPARTMENT NAME: HIDALGO COUNTY WIC DEPARTMENT

ACCOUNT NUMBER: 9.1292.441.00.350.001.9- WIC Adm

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
9.1292.441.00.350.001.9.113	F/T Employees	76,496.66
9.1292.441.00.350.001.9.114	P/T Employees	355.47
9.1292.441.00.350.001.9.211	Health Insurance	4,964.48
9.1292.441.00.350.001.9.220	FICA	7,642.20
9.1292.441.00.350.001.9.230	Retirement	11,461.44
9.1292.441.00.350.001.9.312	Direct Cost	19,745.98
9.1292.441.00.350.001.9.411	Water	5,000.00
9.1292.441.00.350.001.9.622	Electricity	22,966.26
9.1292.331.10.350.001.9.000	WIC ADM- REVENUES	148,632.49
	TOTAL FUND BALANCE IMPACT	148,632.49

REASON: To amend FY09 Budget to close out budget year.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS COURT DATE: ATTEST COUNTY CLERK

DATE: 11/16/2009 Revised 11/19/09

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
9.1292.441.00.350.001.9.113	Reg F/T Employees	76,496.66
9.1292.441.00.350.001.9.114	Reg P/T Employees	355.47
9.1292.441.00.350.001.9.211	Health Insurance	4,964.48
9.1292.441.00.350.001.9.220	FICA	7,642.20
9.1292.441.00.350.001.9.230	Retirement	12,598.09
9.1292.441.00.350.001.9.312	Indirect Cost	19,745.98
9.1292.441.00.350.001.9.411	Water/ Sewerage	3,863.35
9.1292.441.00.350.001.9.622	Electricity	22,966.26
9.1292.331.10.350.001.9.000	WIC ADM- REVENUES	148,632.49
	TOTAL FUND BALANCE IMPACT	148,632.49

REASON: To amend FY09 Budget to close out budget year.

DEPARTMENT HEAD SIGNATURE

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

AI-18708 **16.A.**

SICK LEAVE POOL

CC REGULAR

Date:	11/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #1

Information

CAPTION

Sick Leave Pool:
1. Approval to enroll employee #165077 in the County Sick Leave Pool Program. Employee now qualifies but was not enrolled due to administrative error.

2. Authority for County Treasurer to issue manual check to Employee #165077 for pay period 24.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
		Angela Garcia	11/20/2009 05:05 PM	CREATED
1	Budget & Management	Erika Zamora	11/23/2009 03:36 PM	APRV
2	Auditor's Office			NEW
3	Purchasing Department			

Form Started By: Angela Garcia Started On: 11/20/2009 05:05 PM

AI-18682 **17.A.**

Appointment to the Regional Mobility Authority
CC REGULAR

Date:	11/24/2009
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Authority to accept resignation and request approval for appointment to Regional Mobility Authority board.

BACKGROUND

Fiscal Impact

Attachments

Link: Resignation Letter

Link: Resume for Michael Cano

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 08:22 AM	APRV
2	Roland Garcia	Rolando Garcia	11/20/2009 10:14 AM	APRV
3	Auditor's Office	Linda Fong	11/20/2009 04:20 PM	APRV
4	Purchasing Department		11/20/2009 04:56 PM	NEW
Form Started By: Yolanda Cisneros			Started On: 11/20/2009 07:53 AM	
Final Approval Date: 11/20/2009				

RUBEN SERNA
100 West Moore, Lot # 62
Pharr, Texas 78577
Phone: (956) 787-2644

April 6, 2009

Mr. Dennis Burleson
Chariman
Hidalgo County Regional Mobility Authority
4900 N. 10th Street, Suite D1
McAllen, Texas 78504

RE: Letter of Resignation

Dear Mr. Burleson:

I have enjoyed working with you, members of the Board, and interim staff and look forward to supporting your endeavors in the future. Due to sickness in the family, I can no longer attend the meetings.

May God Bless You.

Sincerely,

Ruben Serna

Ruben Serna

MICHAEL G. CANO

426 W. Caffery ♦ Pharr, Texas 78577
Tel. (956) 702-8787 Fax (956) 702-8789
mgcanolaw@yahoo.com ♦ michaelc@oqlawmcallen.com

Employment:

THE O'QUINN LAW FIRM (Houston, Texas) **2002 – Present**
Attorney at Law

- Managing Partner for the Rio Grande Valley Office (July 2006).
- Areas of practice: personal injury, wrongful death, commercial litigation, and environmental litigation.
- Case value of cases handled/settled range from $2.5M-$22M.
- Most recent case litigated/settled was for an e-coli infection survivor (Dole spinach) for $6M.
- Largest case litigated/settled was for groundwater contamination (TCE) in Wharton, Texas; obtained $22M for approximately 109 property owners.
- Recognized as the firm's highest grossing attorney for the 2008 fiscal year.

LINEBARGER GOGGAN BLAIR & SAMPSON, L.L.P. (Edinburg/Dallas, Texas) **1995 – 2001**
Area Manager

- Area Manager for several taxing jurisdictions (i.e. Edinburg C.I.S.D., La Joya I.S.D., etc.)
- Managed ad valorem litigation, client relations and firm public relations
- Prepared client monthly, quarterly and annual reports

Education:

UNIVERSITY OF HOUSTON LAW CENTER
Houston, Texas
Doctor of Jurisprudence – 2004
Primary focus on civil litigation

UNIVERSITY OF TEXAS-PAN AMERICAN
Edinburg, Texas
Bachelor of Business Administration-Management – 1998
Top 5%

Professional Associations and Memberships:

State Bar of Texas, Member

Houston Trial Lawyers Association, Member

Hidalgo County Bar Association, Member

Texas Trial Lawyers Association, Member

The Association of Trial Lawyers of America, Member

AI-18674 **17.B.**

City of San Juan TIRZ #1

CC REGULAR

Date:	11/24/2009
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	Precinct #2

Information

CAPTION

1. Presentation from the City of San Juan, as required by Section 311.003(f) Texas Tax Code, relating to the creation of City of San Juan, Tax Increment Reinvestment Zone Number One.
2. Approval to allow the City of San Juan a waiver of the sixty (60) day notice requirement of the public hearing required for the creation of "Proposed City of San Juan, Tax Increment Reinvestment Zone Number One" under Section 311.003 of the Texas Tax Code and authorize the County Judge to sign the waiver.
3. Approval to appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of San Juan concerning "Proposed City of San Juan, Tax Increment Reinvestment Zone Number One".

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Notice of Intent

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/19/2009 03:47 PM	APRV
2	Roland Garcia	Rolando Garcia	11/20/2009 10:51 AM	APRV
3	Auditor's Office	Linda Fong	11/20/2009 04:51 PM	APRV
4	Purchasing Department		11/20/2009 04:56 PM	NEW

Form Started By: Erika Reyna — Started On: 11/19/2009 03:35 PM

Final Approval Date: 11/20/2009

Mayor: Pedro Contreras
Mayor Pro-Tem: Lupe Rodríguez
Commissioners: Robert (Bob) Garza
Armando Garza, Jr.
Eddie Suarez

November 10, 2009

Commissioner Hector Palacios
Hidalgo County Precinct 2
301 E. State St.
Pharr, TX 78577

Re: City of San Juan Tax Increment Finance Zone Number One

Dear: Commissioner Palacios:

The City of San Juan is proposing to create a Tax Increment Reinvestment Zone (TIRZ) under chapter 311.005 (2). The site of the development is in an area of Hidalgo County that has inadequate infrastructure and is in need of development. The City requests that Hidalgo County accept this correspondence in satisfaction of the procedural requirements outlined by Chapter 311 of the Texas Tax Code ("Tax Increment Financing Act").

As required by the Tax Increment Financing Act, San Juan intends to establish the City of San Juan Tax Increment Reinvestment Zone no earlier than sixty (60) days of the date of this correspondence. However, the City is requesting a waiver of the sixty (60) day requirement from Hidalgo County in order to perfect the creation of the Zone prior to December 31, 2009. The City of San Juan TIRZ zone includes approximately 500 +/- acres throughout the City. The City of San Juan TIRZ zone includes approximately 500 +/- acres throughout the City. The City of San Juan TIRZ proposes to raise approximately $20,000,000 over a twenty-five (25) year period for public improvements including collector streets, arterials, regional drainage improvements, new sewer and water lines and street reconstruction for the downtown revitalization area, water plant expansions, public safety and municipal facility improvements including a fire station and library, regional park improvements including soccer fields, economic development and future road and utility right-of-way acquisition The projected value of the increment created is $100,000,000

The agenda item should be styled: Statutory presentation by the City of San Juan on the creation of the San Juan Tax Increment Reinvestment Zone Number One, City of San Juan and waiving the sixty (60) day notice for the creation of the Zone.

Thank you for your assistance in this matter.

Sincerely,

JUAN ANTONIO GARZA
City Manager

709 S. Nebraska Ave., San Juan, Texas 78589 • Phone: (956) 702-6400 • Fax: (956) 787-5978

AI-18660 **18.A.**

Acceptance of Donation

CC REGULAR

Date:	11/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Domingo Villarreal
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

Discussion, consideration and action to accept a donation from EIA Properties, Ltd in the amount of $5,075.00 for 1,750 tons of caliche.

BACKGROUND

Donation is in the form of a check.

Fiscal Impact

Attachments

Link: Copy of Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/19/2009 02:11 PM	APRV
2	Perla Lopez	Perla Lopez	11/20/2009 01:47 PM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Angela Garcia — Started On: 11/19/2009 02:04 PM

Final Approval Date: 11/20/2009

PAY FIVE THOUSAND SEVENTY-FIVE AND 00/100 DOLLARS

To The HIDALGO COUNTY PRECINCT #3
Order
Of

EIA PROPERTIES, LTD
By: EIA MANAGEMENT, LLC
It's General Partner
By: Cullen R Looney President

"0002392" :111911616: 0029980"

EIA PROPERTIES, LTD

Vendor No.	Vendor Name	Check
HCP#3	HIDALGO COUNTY PRECINCT #3	0002392

Trans. Date	Reference	PO No.	Gross Amount	Discount	Net Amount
11/20/2009	1750TONS		5075.00	.00	5075.00

Acct. No. CALICHE DONATION FOR ROAD

Check Date	Check No.	Total Gross	Total Disc.	Check Amount
11/20/2009	0002392	5075.00	.00	5075.00

AI-18696 **18.B.**

Interlocal Agreement with City of Palmview

CC REGULAR

Date:	11/24/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #3

Information

CAPTION

Discussion, consideration, and approval of Interlocal Agreement between the County of Hidalgo and City of Palmview (Torvillo Rd).

BACKGROUND

Interlocal Agreement will be drafted and forwarded to legal counsel. Interlocal will be provided on Tuesday at Commissioners Court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

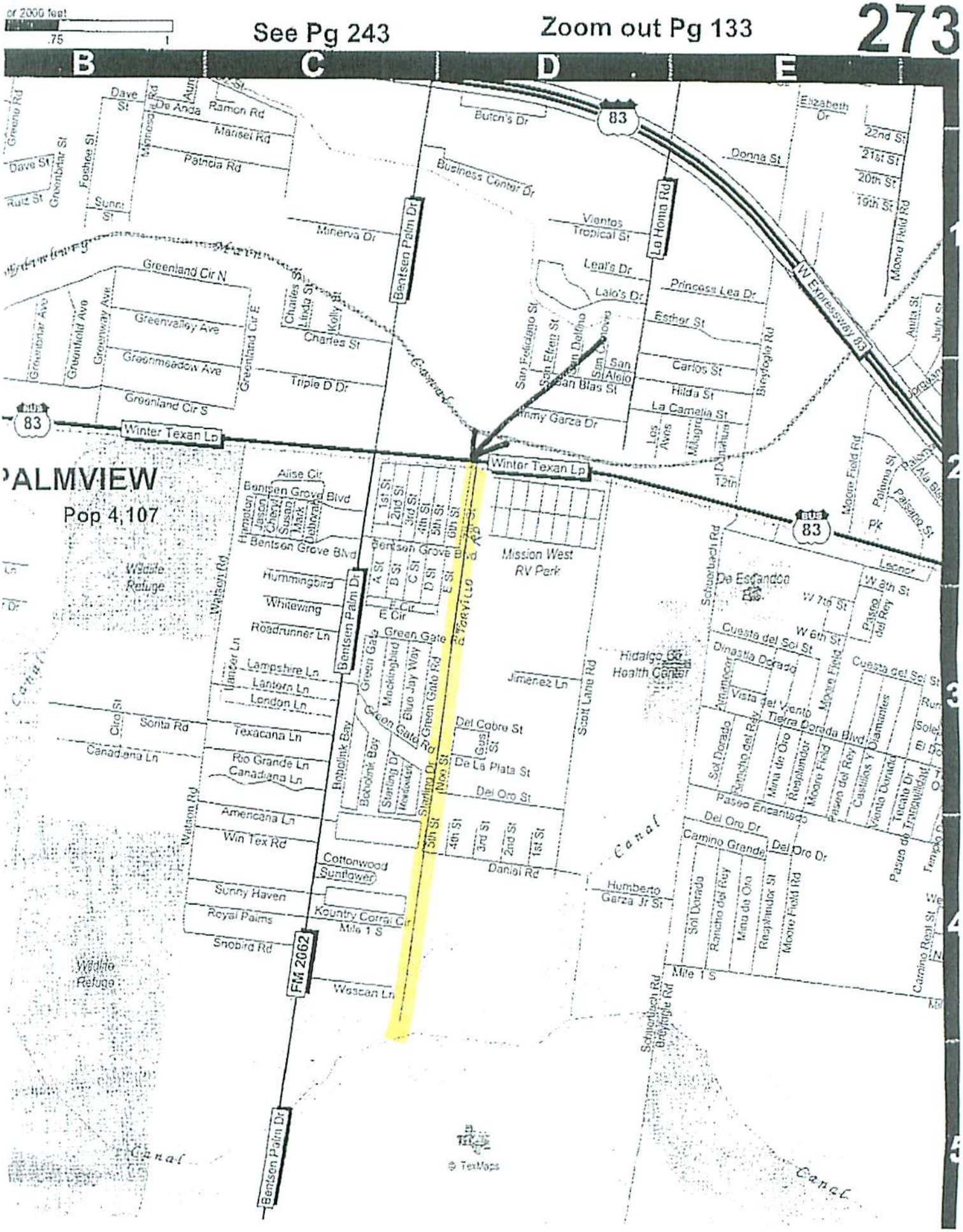
No Fiscal Impact.

Attachments

Link: Torvillo Road Map

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/20/2009 02:44 PM	APRV
2	Roland Garcia	Rolando Garcia	11/20/2009 02:56 PM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW
Form Started By: Perla Lopez			Started On: 11/20/2009 01:57 PM	
Final Approval Date: 11/20/2009				


or 2000 feet
.75
1
See Pg 243
Zoom out Pg 133
273
B
C
D
E
PALMVIEW
Pop 4,107
Winter Texan Ln
Bentsen Palm Dr
Bentsen Grove Blvd
Mission West RV Park
Hidalgo Co Health Center
Wildlife Refuge
Canal
FM 2062
Mile 1 S
Daniel Rd
Del Oro Dr
Camino Grande
Paseo Encantado
Cuesta del Sol St
Tierra Dorada Blvd
Vista del Viento
Dinastia Dorado
Sol Dorado
Rancho del Rey
Mina de Oro
Reaphandor St
Moore Field Rd
Paseo del Rey
Castillos Y Diamantes
Tocate Dr
Jimenez Ln
Scott Lane Rd
Green Gate Rd
Mockingbird
Blue Jay Way
Sterling Dr
Robolink Bay
Bobolink Bay
Del Cobre St
De La Plata St
Del Oro St
Humberto Garza Jr St
Cottonwood Sunflower
Kountry Corral Cir
Sunny Haven
Royal Palms
Snobird Rd
Americana Ln
Win Tex Rd
Rio Grande Ln
Canadiana Ln
Texacana Ln
Lampshire Ln
Lantern Ln
London Ln
Roadrunner Ln
Whitewing
Hummingbird
Sonta Rd
Circle St
Lantzer Ln
Welsen Rd
Wescan Ln
Alise Cir
Hampton
Jason
Cheryl
Susan
Mark
Deborah
Greenland Cir N
Greenland Cir S
Greenvalley Ave
Greenmeadow Ave
Greenbriar Ave
Greenfield Ave
Greenway Ave
Greenland Cir E
Charles St
Linda St
Kelly St
Triple D Dr
Minerva Dr
Business Center Dr
Butch's Dr
Vientos Tropical St
Leal's Dr
Lalo's Dr
Princess Lea Dr
Esther St
Carlos St
Hilda St
La Camelia St
Jimmy Garza Dr
San Felipe St
San Fernando St
San Pedro St
San Alejo St
San Blas St
La Homa Rd
Breyfogle Rd
W Expressway 83
Moore Field Rd
Elizabeth Dr
Donna St
22nd St
21st St
20th St
19th St
Anita St
Palama St
Palacio Ala Blanca
Palacio St
Pk
Leonor
W 4th St
W 7th St
W 6th St
De Escandon
Schuerbach Rd
Breyfogle Rd
Dave St
De Anda
Ramon Rd
Marisel Rd
Patricia Rd
Foshee St
Greenbriar St
Ruiz St
Sunset St
Monica Rd
Aunt St
Greene Rd
1st St
2nd St
3rd St
4th St
5th St
6th St
7th St
A St
B St
C St
D St
E St
E Cir
Ave B
Ave C
Ave D
Ave E
Ave F
Ave G
Ave H
Ave I
Ave J
Ave K
Ave L
Ave M
Ave N
Ave O
Ave P
Ave Q
Ave R
Ave S
Ave T
Ave U
Ave V
Ave W
Ave X
Ave Y
Ave Z
Ave AA
Ave BB
Ave CC
Ave DD
Ave EE
Ave FF
Ave GG
Ave HH
Ave II
Ave JJ
Ave KK
Ave LL
Ave MM
Ave NN
Ave OO
Ave PP
Ave QQ
Ave RR
Ave SS
Ave TT
Ave UU
Ave VV
Ave WW
Ave XX
Ave YY
Ave ZZ
© TexMaps

AI-18659 **19.A.**

Appt. of Board Member

CC REGULAR

Date:	11/24/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Appointment of Board Member for Hidalgo County Housing Authority.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/19/2009 02:05 PM	APRV
2	Auditor's Office	Linda Fong	11/20/2009 04:19 PM	APRV
3	Purchasing Department		11/20/2009 04:56 PM	NEW
Form Started By: Angela Garcia			Started On: 11/19/2009 02:03 PM	
Final Approval Date: 11/20/2009				

AI-18599 **20.A.1.**

Hazard Mitigation Grant Appropriation

CC REGULAR

Date:	11/24/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Brenda Garza, Emergency Services Division
Department:	BUDGET & MANAGEMENT
Agenda Category:	Emergency Services Division

Information

CAPTION

Emergency Services Division:
Approval of appropriation of funds for the Hazard Mitigation grant (1283) for FY2009 in the total amount of $50,000.00

BACKGROUND

Acceptance of grant and approval of certification of revenues previously approved CC 10/13/09 (AI-17786).

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1283-429-10-300-026-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $50,000.00 for the Hazard Mitigation Grant.

Revenue account-->9-1283-331-12-300-026-0-000 $37,500
Local Match--> 9-1283-391-01-000-100-0-000 $12,500

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/19/2009 11:13 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/20/2009 02:23 PM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Rolando Garcia Started On: 11/17/2009 03:17 PM

Final Approval Date: 11/20/2009

DATE: November 24, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME: Department of Budget & Management for Emergency Management (1283)

ACCOUNT NUMBER: 9-1283-429-10-300-026-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1283-429-10-300-026-0-540	HAZARD MITIGATION - ADVERTISING	2,000.00
9-1283-429-10-300-026-0-550	HAZARD MITIGATION - PRINTING AND BINDING	1,250.00
9-1283-429-10-300-026-0-601	HAZARD MITIGATION - OFFICE AND COMPUTER SUPPLIES	1,750.00
9-1283-429-10-300-026-0-619	HAZARD MITIGATION - OTHER MISC SUPPLIES	45,000.00
	TOTAL APPROPRIATION	**50,000.00**
9-1283-331-12-300-026-0-000	HAZARD MITIGATION - REVENUES	37,500.00
9-1283-391-01-000-100-0-000	HAZARD MITIGATION - LOCAL CASH MATCH	12,500.00
	TOTAL REVENUES	**50,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	-

REASON:
To appropriate the State of Texas - Division of Emergency Management Hazard Mitigation grant (award# DR-1780-002) budget in the amount of $50,000.00 for a period of 07/30/2009 to 07/30/2010. Funding from State is $37,500.00 and Local Match is $12,500.00.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18598 **20.A.2.**

Precinct #3 Appropriation

CC REGULAR

Date:	11/24/2009
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #3 R & B (1203):
a. Approval of Certification of Revenues as certified by the County Auditor for revenues received from G & D Financial Services, LP for road construction of Mile 4 Road (Tom Gill Rd to FM 2221) and Circle 6 Road (North and South 5502 LF).

b. Approval of 2009 appropriation of funds into Precinct No. 3 M4N (program no. 080) and Precinct No. 3 Circle 6 Road (program no. 081) in the total amount of $344,734.55 to fund road construction expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-08X-0-731

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $344,734.55 into Pct. #3 - M4N -Roads and Pct. #3 - Circle 6 Road - Roads.

Revenue Account No. 9-1203-364-00-000-000-0-000 "R&B Pct. 3 - Contributions & Donations".

Attachments

Link: Certification of Revenues

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/19/2009 11:13 AM	APRV
2	Manuel Chapa	Manuel Chapa	11/20/2009 08:07 AM	APRV
3	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Perla Lopez

Started On: 11/17/2009 02:33 PM

Final Approval Date: 11/20/2009

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

November 18, 2009

The Honorable Rene A. Ramirez, 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 § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a donation in the amount of $344,734.55 from G&D Financial Services, LP. Said donation was approved by Commissioners Court on November 10, 2009. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11-18-09
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.

20. Sheriff's Office - Chief Martinez:

A. **AI-18364** 1. Approval of Certification of Revenues as certified by the County Auditor for a vehicle donated from the Department of Justice, U.S. Marshals Service. – **APPROVED**
2. Approval to appropriate funds for a vehicle donated from the Department of Justice, U.S. Marshals Service in the amount of $25,000.00 (1284). – **APPROVED**

B. **AI-18379** Approval and authorization to accept the FY2009 SCAAP (State Criminal Alien Assistance Program) grant from the U.S. Department of Justice, Bureau of Justice Assistance for the amount of $672,794.00. – **APPROVED**

21. Precinct #1 - Comm. Handy:

A. **AI-18450** R&B (1201): REF AI 18451 – **APPROVED**
Approval to create one (1) temporary full-time Chief Administrator position, slot no. T087, budgeted salary $84,357.00 per year.

22. Precinct #2 - Comm. Palacios:

A. **AI-18442** Authorization to negotiate and possible acquisition of Real Estate for the Pct. #2 Road & Bridge Equipment and Storage, including title reports, appraisals, and surveys with metes and bounds. – **APPROVED**

23. Precinct #3 - Comm. Flores:

A. **AI-18385** Discussion and approval of accepting participation from G&D Financial Services. L.P., (Mr. Gary Frisby) in the amount of $344,734.55 for road construction of Mile 4 Road (Tom Gill Rd. to FM 2221) and Circle 6 Road (North and South 5502 LF) and accept donation deed with survey metes and bounds. – **APPROVED (DONATION DEED SUBJECT TO LEGAL REVIEW**

B. **AI-18359** Requesting authorization to name a road located in Precinct #3 as Vanderpool Rd., the road runs north from expressway 83 between the community of Havana and Sullivan City. – **APPROVED**

C. **AI-18418** 1. Presentation from the City of Alton, as required by Section 311.003(f) Texas Tax Code, relating to the creation of City of Alton, Tax Increment Reinvestment Zone Number One. – **PRESENTATION (500+ ACRES THROUGHOUT THE CITY)**
2. Approval to allow the City of Alton a waiver of the sixty (60) day notice requirement of the public hearing required for the creation of "Proposed City of Alton, Tax Increment Reinvestment Zone Number One" under Section 311.003 of the Texas Tax Code and authorize County Judge to sign the waiver. – **APPROVED**
3. Approval to appoint a representative on behalf of Hidalgo County to meet with the governing body of the City of Alton concerning "Proposed City of Alton, Tax Increment Reinvestment Zone Number One". – **APPROVED MONA PARRAS**

D. **AI-18434** Requesting authorization to name a road located in Precinct #3 as Torvillo Rd., the road runs south of Business Highway 83 approximately 2/10 mile east of Bentsen Palm Dr. – **APPROVED**

24. Precinct #4 - Comm. Garza:

A. **AI-18422** Appointment of board member to the Housing Authority Board – **NO ACTION**

Account Inquiry - FAINQ01A 02/25/09 2:55 pm

Account No 9-1203-364-00-000-000-0-000 Accounting Period 13 Period YTD 228415 pg 1 1 0 -1

Acct. Year 9 Previous Year Info. Description R&B PCT.3-CONTRIBUTIONS & DONATIONS

Summary | Budgets | Open Encumbrances | Encumbrance Detail | All Encumbrances | Checks | Unposted Payments

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
09	.00	9,000.00	.00	9,000.00	.00
11	.00	.00	.00	344,734.55	344,734.55-
YTD	.00	9,000.00	.00	353,734.55	344,734.55-
PRE	.00	.00	.00	.00	.00
TOT	.00	9,000.00	.00	353,734.55	344,734.55-

Customer Detail - FCINQ03A 02/29/08 10:15 am

Receipt No 133052 Old Ref. No.
Date 11-02-2009

Batch No 9 9973
Bank No 02

Customer
Received From PCT 3 G&D FINANCIAL SRVS.,L.P.

Totals

Cash		Credit
Check	344,734.55	Memo

Mailing Name
Address

Credits	Description	Account Number	Amount	Notation
	MI 4 to FM2221 & N.& S. 5502 LF	9-1203-364-00-000-000-0-000	344,734.55	10011

Debits

MI 4 to FM2221 & N.& S. 5502 LF	9-1203-101-00-000-000-0-000	344,734.55	

DATE: November 17, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. #3 R&B (1203)

AI - 18598

ACCOUNT NUMBER: 9-1203-431-00-123-08X-0-731

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

Contact: Perla Lopez
Ph#: 292-7025 Ext. 5419

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
9-1203-431-00-123-080-0-731	Pct. 3- M4N -Roads	$ 260,897.65
9-1203-431-00-123-081-0-731	Pct. 3 - Cirlcle 6 Road - Roads	$ 83,836.90
9-1203-364-00-000-000-0-000	*R&B Pct. 3 - Contributions & Donations*	*344,734.55*
	TOTAL BUDGET INCREASE (DECREASE)	**344,734.55**

REASON:
Appropriation of funds to cover road construction expenditures of Mile 4 Road (Tom Gill Rd. to FM 2221) & Cirle 6 Road (North & South 5502 LF).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-18649 **21.B.1.**

Contract Approval-Dos Logistics (Engineering Services For "On Call And On An As Needed Basis")

CC REGULAR

Date:	11/24/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Acceptance and approval of final contract document with Dos Logistics (authorized for negotiations by CC on 11/03/09) for the provision of Engineering Services for "On-Call And On An As Needed Basis" Projects in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** Dept. 121, obj. 334

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

BUDGETARY IMPACT:

Possible funding source is obj. 334 "Eng. & Arch. services". Contract is on an "on call as needed basis". Please refer to attached expense report as of 11-19-09. Funding source(s) to be identified once projects are identified by Pct. 1 and engineer issues WA's.

Attachments

Link: Contract Documentation

Link: Pct. 1 Obj. 334 expense report as of 11-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/19/2009 02:52 PM	APRV
2	Budget & Management	Erika Zamora	11/19/2009 02:57 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/19/2009 03:10 PM	APRV
4	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Vangie Garcia Started On: 11/18/2009 05:34 PM

Final Approval Date: 11/20/2009

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR PROFESSIONAL SERVICES
C-09-468-11-24

THIS AGREEMENT is made, by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the **"Owner"**, and **Dos Logistics, Inc.,** Professional Engineers of **Weslaco, Texas**, hereinafter called the **"Engineer".**

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide professional engineering services related to **"On Call And As Needed Basis-Precinct No. 1"** hereinafter referred to as the **"Project"**.

NOW, THEREFORE, the **Owner** and the **Engineer** in consideration of the mutual covenants and agreements herein contained do mutually agree as follows:

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform professional engineering services in connection with the **Project** as stated in the articles to follow and for having rendered such services, the owner agrees to pay **the Engineer** compensation as stated in the articles to follow.

ARTICLE 2. Character and Extent of Services. This Agreement will provide for the development of the **Project** with the following:

2.1 Scope of Work. The **Owner** will furnish items and provide those services for the development of the **Project** and fulfillment of this Agreement, as identified in **EXHIBIT "A"** *Services to be Provided by the Owner*, attached hereto and made a part of this Agreement as identified in **EXHIBIT "B"**- *Services to Provided by the Engineer*, attached hereto and made a part of this agreement.

2.2 Classification of Services For this Agreement, the professional services to be provided by the **Engineer**, as more particularly identified in **EXHIBIT "B"**, attached hereto.

2.3 Schedule of Work. The **Engineer** shall prepare a schedule of work (hereinafter referred to as "**Work Schedule**") in accordance with the terms identified in **EXHIBIT "C" - *Work Schedule***, attached hereto and made a part of this Agreement.

2.4 Non-Exclusive Services of Engineer Hidalgo County Precinct 1 reserves the right to request these services from other sources other than the engineer and shall not be in violation of any terms or conditions of this Agreement.

ARTICLE 3. Period of Service. Upon execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof.

3.1 Termination Date. This Agreement will terminate on **November 23, 2010** (hereinafter referred to as the "**Termination Date**"), unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date**, or otherwise terminated as provided in Article 3.4 herein and below. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work, during periods when work is suspended, or subsequent to the **Termination Date.**

3.2 Extension of the Termination Date. The **Engineer** shall notify the **Owner** in writing as soon as possible if it is determined, or reasonably anticipated, that the work under this Agreement cannot be completed before the **Termination Date,** and the **Owner** may , at the **Owner's** sole discretion, extend the **Termination Date** by written supplemental agreement as provided in Article 8 hereof. The **Engineer** shall allow adequate time for review and approval by the **Owner** of the written notice and request by the **Engineer** to extend the **Termination Date.**

3.3 Suspension of Work. Should the **Owner** desire to suspend the work under this Agreement, but not terminate this Agreement, the **Owner** shall provide thirty (30) calendar days verbal notification to the **Engineer**, followed by written confirmation from the **Owner** to the **Engineer** to that effect. The thirty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer**. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the **Owner** to the **Engineer**. The sixty-day notice may be waived as agreed in writing by both the **Owner** and the **Engineer.**

If the **Owner** suspends the work, the **Termination Date** as identified above is not affected, and this Agreement will terminate on the date specified, unless extended by written supplemental agreement, as provided in Article 8 hereof, duly executed by the **Engineer** and the **Owner** prior to the **Termination Date.**

3.4 Termination of Agreement. This Agreement may be terminated before the stated **Termination Date** identified in Article 3.1 herein by any of the following conditions:

(1) **Commitment of Current Revenues**. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. §271.903 (Vernon Supp. 1995).

(2) By mutual agreement and consent, in writing, of both the **Engineer** and the **Owner**.

(3) By the **Owner,** upon failure of the **Engineer** to fulfill the **Engineer's** obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such

failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner.**

(4) By the **Engineer**, upon failure of the **Owner** to fulfill the **Owner's** obligations set forth herein, after the **Engineer** provides written notice to the **Owner** of such failure and the **Owner** has not corrected such failure within thirty (30) days of such written notice by the **Engineer.**

(5) By the **Owner** without cause upon thirty (30) days written notice to the **Engineer.**

(6) By satisfactory completion of all services and obligations described herein.

Should the **Owner** terminate this Agreement as herein provided, no fees other than fees due and payable at the time of termination shall thereafter be paid to the **Engineer** notwithstanding anything herein to the contrary. In determining the value of the work performed by the **Engineer** prior to termination, the **Owner** shall be the sole judge of the value of such work performed. Compensation for work at termination will be based on a percentage of the work completed at that time. Should the **Owner** terminate this Agreement under (5) of the paragraph above, the amount charged during the thirty (30) day notice period shall not exceed the amount charged during the preceding ninety (90) days.

If the termination of this Agreement is due to the failure of the **Engineer** to fulfill the **Engineer's** obligations under this Agreement, the **Owner** may take over the Project and prosecute the work to completion. In such case, the **Engineer** shall be liable to the Owner for any additional cost occasioned by the Owner.

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the

date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer,** but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

The termination of the Agreement and payment of an amount is settlement as prescribed above shall extinguish all rights, duties, and obligations of the **Owner** and the **Engineer** under this Agreement, except the obligations set forth in Articles 11.2, 12, 13, 15, 16, 17, 18.3, 19, 22 and 26 hereto.

ARTICLE 4. Progress and Coordination. The **Engineer** shall, from time to time during the progress of the work, confer with the **Owner**. The **Engineer** shall prepare and present such information as may be pertinent and necessary, or as may be requested by the **Owner**, in order to evaluate features of the **Engineer's** services and work.

At the request of the **Owner** or the **Engineer**, conferences shall be provided at the **Engineer's** office, the office of the **Owner,** or at other locations designated by the **Owner.** These conferences shall also include evaluation of the **Engineer's** services and work when requested by the **Owner.**

All applicable study reports shall be submitted in preliminary form for approval by the **Owner** before the final report is issued. The **Owner's** comments regarding the **Engineer's** preliminary report will be addressed by the **Engineer** in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the **Engineer's** services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the **Engineer's** services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **Exhibit "C",** attached

hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer.**

The **Engineer** shall promptly advise the **Owner** in writing of events which have a significant impact upon the progress of the **Engineer's** services and work and the approved **Work Schedule**, including:

(1) problems, delays, adverse conditions which will materially affect the ability to attain contract objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of **Project** deliverables by the **Engineer** within established time periods; this disclosure will be accompanied by a statement by the **Engineer** of recommended or immediate action taken, or contemplated, and any **Owner** or other agency or entity assistance needed to resolve the situation: and

(2) favorable developments or events which enable meeting the **Work Schedule** goals sooner than anticipated.

ARTICLE 5. Compensation and Fees. For and in consideration of the services to be rendered by the Engineer, the Owner shall compensate the Engineer as follows:

5.1 ***Basic Services***. For and in consideration of the ***Services*** to be rendered by the **Engineer**, as identified in Article 2 and more particularly identified in **EXHIBIT "B"**, attached hereto, the maximum amount payable by the **Owner** to the **Engineer** for ***Services***, subject to adjustment in accordance with Article 6.1 herein, will be provided in each work authorization issued. Payments to the **Engineer** for ***Services*** shall be made by the **Owner**, upon presentation by the **Engineer** of the monthly **Request for Payment**, in accordance with the terms and provisions of Article 6 herein.

5.2 ***Special Services***. Those services that may be required to provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer,** the **Owner** shall pay the

Engineer a negotiated lump sum fee (hereafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"** - ***Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

1. **RESIDENT OR SITE ENGINEER, INSPECTOR** Actual performance of services of project site engineer, resident engineer and/or inspector, if required by **Owner**.

2. **DOCUMENT COPIES** Actual performance and/or providing of additional copies (over 10) of report; additional copies (over 10) of plans (contract drawings), specifications and estimates (PS&E); additional copies (over 10) of bidding documents: additional copies (over 10) of as-built drawings.

3. **EXTRA TRAVEL** Extra travel required of **Engineer** and authorized by **Owner** to points outside of Hidalgo County.

4. **EXPERT WITNESS** Assistance to the **Owner** as expert witness in any litigation with third parties, arising from the development or construction of the **Project**.

5. **MISCELLANEOUS**. Investigations involving detailed consideration of operation, maintenance and overhead expenses and (unless otherwise agreed) the preparation of rate schedules, earning and expense statements; preparation of feasibility studies; environmental document preparation; appraisals, valuations, and material audits; or inventories required for certification of force account construction performed by the **Owner**; preparation of change orders for extra work done by the **Contractor.**

ARTICLE 6. Method of Payment.

6.1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as **"Work Authorization"**) in accordance with **Article 7** herein. For each **Work Authorization,** the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the

work tasks identified in such **Work Authorizations** together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below.

If the **Project**, or any portion(s) thereof, are deleted or otherwise not constructed, compensation to the **Engineer** by the **Owner** for the **Project** or such portions of the project shall be only the amounts paid the **Engineer** for actual work performed in accordance with the **Work Authorization**(s) approved by the **Owner.**

6.2 Final Payment. After final completion of the work and acceptance thereof by the **Owner,** the **Engineer** shall submit a final request for payment (**"Final Request for Payment"**) which shall set forth all amounts due and remaining unpaid to the **Engineer** and upon approval thereof by the **Owner,** the **Owner** shall pay to the **Engineer** the amount due (**"Final Payment"**) under such **Final Request for Payment** in accordance with the provisions of Article 6.1 hereof. The **Final Payment** shall not be made until the **Engineer** delivers to the **Owner** an affidavit that so far as the **Engineer** has knowledge or information any and all amounts due for materials and services over which the **Engineer** has control have been paid.

6.3 Qualification on Obligations to Pay. Any provision hereof to the contrary notwithstanding, the **Owner** shall not be obligated to make any payment (whether a payment under Article 6.1 hereof or **Final Payment**) to the **Engineer** hereunder if any one or more of the following conditions precedent exist:

(1) The **Engineer** is in default of any of its obligations hereunder or otherwise is in default under this Agreement or under any contract documents related to this Agreement;

(2) Any part of such payment is attributable to the **Engineer's** services which are not performed in accordance with this Agreement; provided, however, such payment shall be made as to the part thereof attributable to the **Engineer's** services which were performed in accordance with this Agreement.

(3) The **Engineer** has failed to make payments promptly to consultants or other third parties used in connection with the **Project** for which the **Owner** has made payment to the **Engineer;**

(4) If the **Owner,** in good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the **Engineer's** services in accordance with this Agreement, no additional payments will be due the **Engineer** hereunder unless and until the **Engineer,** at its sole cost, performs a sufficient portion of the **Engineer's** services so that such portion of the compensation then remaining unpaid is determined by the **Owner** to be sufficient to so complete the **Engineer's** services.

6.4 No partial payment made hereunder shall be or construed to be final acceptance or approval of that part of the **Engineer's** services to which such partial payment related or relieves the **Engineer** of any of its obligations hereunder with respect thereto.

6.5 The **Engineer** shall promptly pay all bills for labor and material performed and furnished by others in connection with the performance of the **Engineer's** services.

6.6 Waiver. The making of the **Final Payment** shall constitute a waiver of all claims by the **Owner** except those arising from (1) faulty or defective services of the **Engineer** appearing after completion of the **Project.** (2) failure of the **Engineer's** services to comply with the requirements of this Agreement or any contracts or Agreements related to the **Project**, or (3) terms of any special warranties required by this Agreement or provided at law or in equity. The acceptance of **Final Payment** shall constitute a waiver of all claims by the **Engineer** except those previously made in writing and identified by the **Engineer** as unsettled at the time of the **Final Request for Payment**.

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"**- ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner,** the needed services for the **Project,** as required through the course of the development to the **Project.** The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B",** attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner,**

the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorizations** shall not waive the **Owner's** and the **Engineer's** responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner** shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization.** Each executed **Work Authorization** shall become a part of this **Agreement**. Upon satisfactory completion of the **Work Authorization**, the **Engineer** shall submit the **Project's** deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

Work included in a **Work Authorization** shall not begin until the **Owner** and the **Engineer** have signed the **Work Authorization**. All work must be completed on or before the completion date specified in the **Work Authorization**, unless extended by written agreement by the **Engineer** and the **Owner.** The **Engineer** shall promptly notify the **Owner** of any event that will affect completion of the **Work Authorization.** All **Work Authorizations** must be executed and completed by both the **Engineer** and the **Owner** within the period established for this Agreement as specified in Article 3 hereof.

The final acceptance by the **Owner** of each **Work Authorization** for the **Project** shall serve as evidence of completion, on the part of the **Engineer,** of all services under this Agreement insofar as they pertain to that portion of work on the **Project** identified in the applicable work authorization.

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the Owner determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer,** and/or (3) for any other reason agreeable to the **Owner**

and the Engineer. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** - ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as **"Supplemental Agreement".**

If determined appropriate by the **Owner,** additional compensation to the **Engineer** for (1), (2) and/or (3) above shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the **Supplemental Agreement.**

Any **Supplemental Agreement** must be executed by both the **Engineer** and the **Owner** prior to the **Termination Date** specified in Article 3 hereof.

It is distinctly understood and agreed that no claim by the **Engineer** for additional work, as identified in Article 9 hereof, or changes or revisions in work, as identified in Article 10 hereof, shall be made by the **Engineer** until full execution of the **Supplemental Agreement** and authorization to proceed is granted by the **Owner**. The **Owner** reserves the right to withhold payment to the **Engineer** pending verification of satisfactory work performed by the **Engineer.**

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing, In the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional cost prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the **Owner** to the **Engineer** shall be paid as a negotiated lump sum fee at the Contract Rates specified in **EXHIBIT "D"** attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs

incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

ARTICLE 10. Changes or Revisions in Work. If the **Owner** finds it necessary to request changes to the work, and the changes are within the applications of sound engineering principles, the **Engineer** shall make such revisions if requested and directed by the **Owner.**

10.1 Preliminary Work. The **Engineer** will make, without expense to the **Owner,** such revisions of any preliminary reports or drawings as may be required to meet the needs of the **Owner** and the applications of sound engineering principles.

10.2 Previously Approved or Satisfactorily Completed Work. If the **Owner** funds it necessary to request the **Engineer** to make changes to work previously approved by the **Owner** or work satisfactorily completed for which the **Owner** approves or, after a definite plan has been approved by the **Owner**, if a decision is subsequently made by the **Owner**, which for proper execution involves extra services and expenses for changes in or additions to the drawings specifications or other documents, this will be considered as additional work, and compensation from the **Owner** to the Engineer will be in accordance with Article 9 hereof.

10.3 Project Delays. If the **Engineer** is required to perform additional work due to delays by the imposition of causes not within the **Engineer's** control, such as by the re-advertisement of bids or by the delinquency or insolvency of contractors, such work associated with these delays shall be considered additional work, and the **Engineer** shall be compensated by the **Owner** for such extra services and expense in accordance with Article 9 hereof.

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan of the **Project** to enable it to the reduce the construction cost of the **Project** to an amount within the sum estimated by the **Engineer,** the **Engineer** will be required to make such revisions or changes. These changes will only be considered

additional work by the **Engineer,** if the **Engineer** previously provided these same changes as options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan for the Project, and the option or options were not selected or approved by the **Owner** to be incorporated into the final plan of the Project. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof. If **the Engineer** failed to provide these changes as an option or options to the **Owner** at the stage of preliminary work or prior to the approval of the final plan of the **Project**, these changes will not be considered additional work and no additional compensation will be made to the **Engineer.**

ARTICLE 11. Ownership and **Release of Documents**.

11.1 Ownership of Documents. Original drawings and specifications are the property of the **Engineer** however the **Project** is the property of the **Owner**, and the **Engineer** may not use the drawings and specifications thereof for any purpose not relating to the **Project** with the **Owner's** consent. The **Owner** shall be furnished with such reproductions of drawings and specifications as the **Owner** may reasonably require. Upon completion of the work or any earlier termination of this Agreement under Article 3.4 hereof, the **Engineer** will revise drawings to reflect changes made during construction and will promptly furnish the **Owner** with one complete set of reproducible record prints. Prints shall be furnished by the **Engineer,** as an additional service, at any other time requested by **Owner.** All such reproductions shall be the property of the **Owner** who may use them without the **Engineer's** permission for any proper purpose relating to the **Project,** including but not limited to additions to or completion of the **Project.** Any additions or revisions by the **Owner** to a drawing signed, sealed, and dated by a registered professional engineer, shall be made in accordance with the Texas Engineering practice Act and the Rules of the State Board of Registration for Professional Engineers.

All documents furnished to the **Engineer** by the **Owner** shall be delivered to the **Owner** upon completion or termination of this Agreement. The **Engineer,** at the **Engineer's** own expense, may retain copies of such documents or any other data under this Agreement.

11.2 Release of Documents or Information. Release of information to the public or others regarding the **Project** will be accordance with the Texas Public Information Act.

ARTICLE 12 Discounts, Rebates, Refunds. In connection with procurement services rendered by the **Engineer,** if procurement services are required of the **Engineer** hereunder, all discounts, rebates and refunds shall accrue to the **Owner**. For some purchases, the **Engineer** may deem that payment within the discount period is not safe; and/or inspection, guarantees, or other considerations may dictate delay. In such cases, the **Engineer** shall promptly notify the **Owner** so that a course of action may be mutually agreed upon by the **Owner** and the **Engineer.**

ARTICLE 13. Records, Accounting, Inspection. The **Engineer** shall keep full and detailed records and accounts in a manner approved by the **Owner.** The **Engineer** shall afford the **Owner's** authorized personnel and independent auditors, if any, full access to the work performed by the **Engineer** regarding the **Project** and to all of the **Engineer's** books, records, correspondence, instructions, drawings, receipts, vouchers and other documents relating to such work under this Agreement and the **Engineer** shall preserve all such records for three (3) years after final payment. The **Engineer** shall deliver to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner.**

ARTICLE 14. Subcontracting and Assignment. The **Engineer** shall not assign, subcontract or transfer the **Engineer's** interest in this Agreement without the prior written consent of the **Owner.** The **Engineer** shall bind every subconsultant by written subcontract to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontract relieves the **Engineer** of any responsibilities under this Agreement.

The **Engineer,** and the **Owner,** do hereby bind themselves, their successors, executors, administrators and assigns to each other party of this Agreement and to the successors, executors, administrators, and assigns of such other party in respect to all covenants of this contract.

ARTICLE 15. Patents. The **Engineer** shall indemnify and save the **Owner** harmless from all liability for alleged or actual infringement of any patent resulting from the use of apparatus or equipment furnished or designed by the **Engineer** or from the use of any process designed by the **Engineer** or effected by said apparatus or equipment, and the **Engineer** shall indemnify and save the **Owner** harmless from and against all costs, legal fees, expenses and liabilities incurred in or about any claim of or action for such infringement: provided, however, that the **Owner** shall promptly transmit to the **Engineer** all papers served on the **Owner** in any suit involving such claim of infringement, and provided further, that the **Owner** permits the **Engineer** to have entire charge and control of the defense of any such suit. If because of actual infringement the use of such apparatus, equipment, or process is enjoined, the **Engineer** shall refund the purchase price thereof in proportion to the length of service uncompleted, the life of such apparatus or equipment being assumed as five years. The **Engineer** hereby grants to the **Owner** a non-exclusive, royalty-free license under patents now or hereafter owned by the **Engineer** covering any machines, apparatus, processes, articles, or products included in the **Engineer's** work hereunder.

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner's** commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes; provided, however, that any technical information which was lawfully in the **Engineer's** possession prior to such disclosure to the **Engineer** by the **Owner** or which is or shall lawfully be published or become part of general knowledge from sources other than the **Engineer** or which otherwise

shall lawfully become available to the **Engineer** from a source other than the **Owner**, shall not be subject to these provisions. All the foregoing stipulations shall apply to such information and work hereunder as well as to any information and ideas originated or developed by the **Engineer** in performing such work. Such information may, of course, be disclosed to the proper officials or employees of the **Owner** if necessary to perform the work hereunder. The **Engineer** shall, however, inform each of its employees who receive such information of these restrictions and the **Engineer** shall take all reasonable precautions and exert all reasonable efforts to assure conformance with such restrictions by all of its officers, employees, and agents, obtaining from them if necessary, agreements satisfactory to the **Owner,** effectuating the purposes of this Article.

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer's** employees assigned to this **Project** to communicate to the **Owner** all inventions and improvements which any of the **Engineer's** employees, either alone or in conjunction with any of the **Owner's** employees may conceive, make or discover during the course of or as a result of work on this **Project** under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer's** employees to work under any contract with the **Owner** concerning this **Project,** the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

16.3 The rights and obligations set forth in Article 16 shall survive the performance of this Agreement, or any termination, discharge or cancellation thereof

ARTICLE 17. Engineer's Seal, Responsibility and Warranties.

17.1 Engineer's Seal. The **Engineer** shall assign a responsible engineer or engineers licensed to practice in the State of Texas, who shall sign, seal and date all appropriate engineering submissions to the **Owner** in accordance with the Texas Engineering Practice Act and the Rules of the Stare Board of Registration for Professional Engineers.

17.2 Engineer's Responsibility. The **Engineer** shall be responsible for the accuracy of the work for the **Project** and shall promptly make necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer**. No additional compensation will be made to the **Engineer** for any necessary revisions or corrections resulting from errors, omissions, or negligent acts by the **Engineer.**

The **Engineer's** responsibility for all questions arising from design errors and/or omissions will be determined by the **Owner** or a designee appointed by the **Owner**. The **Engineer** will not be relieved of the responsibility for subsequent correction of any such errors or omissions or for clarification of any ambiguities until after the construction phase of the **Project** has been completed.

17.3 Warranties.

(a) The **Engineer** warrants that engineering design work performed by the **Engineer** hereunder shall be in accordance with sound engineering design practices and in conformance with applicable code and standards established for such work.

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer's** experience and abilities with respect to performing the **Engineer's** services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer's** best efforts, skill, judgement

and abilities to design the **Project** and to further the interests of the **Owner** in accordance with the **Owner's** requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as **"PS&E"**) are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project**, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the **Project**, and the improvements when built in accordance therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer's** services.

(c) The **Engineer** represents, covenants and agrees that all of **Engineer's** services to be furnished by the **Engineer** under or pursuant to this Agreement form the inception of the Agreement until the **Project** has been fully completed, shall be of the standard and quality which prevail among engineers of similar experience, knowledge, skill and ability engaged in engineering practice throughout Texas under the same or similar circumstances involving the design and construction of **Project.**

(d) The **Engineer** represents, covenants and agrees that the **Engineer's** special talent, training and experience cause the **Engineer** to be the prime professional on the **Project;** that because of such talent and training, the **Engineer** envisions the construction of the **Project** in its entirely and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the **Project** after acceptance by **Owner;** and that the **Engineer** recognizes that any commissioners, elected officials, employees and agents of the **Owner,** plus residents and owners of property within the area affected by the

Project are within a class of foreseeable persons who will be relying on the project being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the **Project,** the **Engineer** represents, covenants and agrees that the **PS&E** of the **Project** will be accurate and free from any material errors. The **Engineer** additionally represents, covenants and agrees to the following: that the design of the **Project** will conform to its foreseeable use as a **Project** with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the **Project;** that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the **Project** is designed; and the **Project** will be inspected in a workmanlike, professional manner and will be suitable for the **Project's** intended purpose. The **Engineer's** responsibilities as set forth herein shall at no time be in any way diminished by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the **Project**, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E.**

(f) In connection with the **Engineer**'s performance of procurement services hereunder, if any, the **Engineer** use its best efforts to obtain from all vendors of equipment and materials, fullest possible warranties against defective materials and workmanship for the benefit of the **Owner.**

ARTICLE 18. Engineer's Resources. The **Engineer** shall furnish and maintain, at the **Engineer's** own expense, office space for the performance of all services, skilled and sufficient personnel, as well as adequate and sufficient equipment to perform the services as required under this Agreement.

18.1 Project Manager. The **Engineer** shall provide a manager **(Project Manager)** for the **Project** that is a registered professional engineer in the State of Texas. The **Project** manager shall have such knowledge and experience as will enable that **Project Manager** during the course of the **Project** without prior consent of the **Owner.** If, due to situations beyond the control of the **Engineer,** the **Engineer** must

change the **Project Manager** prior to the completion and acceptance of the **Project,** the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

18.2 Employees of the Engineer. All employees of the **Engineer** shall have such knowledge and experience as will enable them to perform the duties assigned to them and required for the services under this Agreement. Any employee of the **Engineer** who, in the opinion of the **Owner**, is incompetent, or whose conduct becomes detrimental to the work required under this Agreement, shall immediately be removed form association with the **Project** when so instructed by the **Owner.** The **Engineer** certifies that the **Engineer** presently has employed sufficient and qualified personnel, and will maintain sufficient and qualified personnel for performance of the services under this Agreement.

18.3 Documents/Information Exchange The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the **Project.** Taking into consideration that the **Owner** has a significant investment is the development of the **Project,** there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient **Project**. Therefore, the **Engineer** shall provide the **Owner** with documents and information in accordance with the special requirement outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively **"Indemnitors"**) shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner's** respective directors, elected officials, employees and agents (collectively **"Indemnitees"**) from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "Liabilities") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer's** services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from

error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting there from and (2) are caused in whole or in part by any negligent act or omission of the **Engineer,** anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer,** its agents partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner's** negligence.

ARTICLE 20. Joint and Several Liability. In the event more than one of the **Indemnitors** are connected with an accident or occurrence covered by the indemnification in Article 19 hereof, then each of such **Indemnitors** shall be jointly and severally responsible to the **Indemnitees** for indemnification and the ultimate responsibility among such **Indemnitors** for the loss and expense of any such indemnification shall be settled by separate proceedings and without jeopardy to any **Indemnitee**. The provisions of this Article shall not be construed to eliminate or reduce any other indemnification or right which the **Owner** or any of the **Indemnitees** has by law.

ARTICLE 21 Insurance. The **Engineer** shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows.

(1) **Workers' Compensation**, endorsed with a waiver of subrogation in favor of the **Owner** in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers' Compensation Law (**"Statutory Texas"**)

(2) **Commercial General Liability**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** ***all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20*** herein, in limits of liability not less than one million dollars (**$1,000,000**) combined single limit each occurrence and in the aggregate for bodily injury and property damage.

(3) **Texas Business Automobile Policy**, endorsed with the **Owner** as an additional insured and endorsed with a waiver of subrogation in favor of the **Owner** *all to the extent of the liabilities assumed by the Engineer under Article 19 and Article 20 herein*, in limits of liability not less than two hundred fifty thousand dollars (**$250,000**) each person for bodily injury, five hundred thousand dollars (**$500,000**) each occurrence for bodily injury, and one hundred thousand dollars (**$100,000**) each occurrence for property damage.

(4) **Professional Liability** in limits of **$1,000,000** each claim and aggregate.

The **Engineer** covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The **Engineer** shall furnish the **Owner** with a certificate of insurance (***Hidalgo County*** **Certificate of Insurance**) showing the said policy to be in full force and effect during the period of service, identified in Article 3 hereto, for this Agreement. The completed Hidalgo County Certificate of Insurance shall be attached hereto and identified as **EXHIBIT "G"**- *Hidalgo County Certificate of Insurance*. The **Engineer** will be considered in breach of contract should the **Engineer** fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of the Agreement as outlined in Article 3.4 hereto. Additionally, the **Engineer** covenants and agrees to use its best efforts to maintain an insurance policy in the minimum limits of liability and requirements identified above until one year following the date of the acceptance of the **Project** by **Owner.**

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement including, without limitation, worker's compensation laws, minimum and maximum salary and wage statutes and regulations and licensing laws and regulations. When required the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

ARTICLE 23. Non-collusion. The **Engineer** warrants that the **Engineer** has not employed or retained any company or persons, other than a bona fide employee working solely for the **Engineer**, to solicit or secure this Agreement, and that the **Engineer** has not paid or agreed to pay any company, engineer or any other person or entity any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or execution of this Agreement. For breach or violation of this warranty the **Owner** shall have the right to annul this Agreement without liability or, in the **Owner's** discretion, to deduct from the *Services Fee*, or otherwise recover, the full amount of each fee, commission, percentage, brokerage fee, gift or contingent fee.

ARTICLE 24. Gratuities. The **Owner** mandates that employees of the **Owner** shall not accept any benefits, gifts or favors from any person doing business or who reasonably speaking may do business with the **Owner** under this Agreement; the only exceptions allowed are ordinary business meals. Any person doing business with or who may reasonably seeking to do business with the **Owner** under this Agreement may not make any offer of benefits, gifts or favors to **Owner** employees, except as mentioned herein above. Failure on the part of the **Engineer** to adhere to this provision may result in the termination of this Agreement.

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such as

tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner.**

ARTICLE 26. Disputes. The **Engineer** shall be responsible for the settlement of all contractual and administrative issues arising out of any procurement made by the **Engineer** in support of the services under this Agreement.

ARTICLE 27. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason, be held to be invalid, illegal, or unenforceable in any respect such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein .

ARTICLE 28. Notices. All notices to either party by the other required under this Agreement shall be personally delivered or mailed to such party at the following respective addresses:

OWNER: **Hidalgo County**
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

ENGINEER: Dos Logistics, Inc.
Attn: Eric C. Ybarra, President/CEO
212 W. 3rd Street
Weslaco, Texas 78596

The Address may be changed by either party by written notice and notice sol mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

(a) This Agreement constitutes the entire Agreement between the **Engineer** and the **Owner** relating to the work herein described and supersedes any prior understanding or written or oral contracts between the parties respecting the subject matter defined herein. These are no previous or contemporary representations or warranties of the **Owner** or the **Engineer** not set forth herein.

(b) Except as specifically provided herein no modification, waiver, termination, rescission, discharge or cancellation of this Agreement or of any terms thereof shall be binding on the **Owner** unless in writing and executed by an officer or employee of the **Owner** specifically authorized to do so.

(c) No waiver of any provision of or a default under this Agreement shall affect the right of the **Owner** thereafter to enforce said provision or to exercise any right or remedy in the event of any other default whether or not similar.

(d) No modification, waiver, termination, discharge or cancellation of this Agreement or of any terms thereof shall impair the **Owner's** right with respect to any liabilities whether or not liquidated of the **Engineer** to the **Owner** theretofore accrued.

(e) All rights and remedies of the **Owner** specified in this Agreement are in addition to the Owner's other rights and remedies.

(f) The **Engineer** shall remain an independent contractor and shall have no power nor shall the **Engineer** represent that the **Engineer** has any power to bind the **Owner** or to assume or to create any obligation express or implied on behalf of the **Owner** except as specifically authorized in advance by the **Owner.**

(g) The Agreement shall be construed under the laws of the State of Texas and is performable in Hidalgo County, Texas.

(h) This Agreement may only be amended by a written document executed by the Owner and the **Engineer** as provided by Article 8 herein.

ARTICLE 30. Signatory Warranty The undersigned signatory or signatories for the **Engineer** hereby represent and warrant that the signatory is an officer of the organization for which he or she has executed this Agreement and that he or she has full and complete authority to enter into this Agreement on behalf of the **Engineer.** The above-stated representations and warranties are made for the purpose of inducing the **Owner** to enter into this Agreement.

WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____ day of _____, 2009.

ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric C. Ybarra, President/CEO

OWNER:
HIDALGO COUNTY

BY:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved on Commissioners' Court: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By:_____
Stephen L. Crain

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the Owner
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Work Schedule
EXHIBIT D	-Engineer's Rates
EXHIBIT E	-Work Authorization Form
EXHIBIT F	-Supplemental Agreement Form
EXHIBIT G	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT A
SCOPE OF SERVICES TO BE PROVIDED BY THE OWNER

EXHIBIT "A"
Services to be Provided by the Owner

The following provides an outline of the services to be provided by the **Owner** in the development of the **Project**.

I. GENERAL

The **Owner** will provide the **Engineer** the following:

(1) Authorization to the **Engineer** to begin work in accordance with Article 7 of this Agreement.

(2) Payment for work performed by the **Engineer** and accepted by the Owner in accordance with Article 5 and Article 6, both of this Agreement.

(3) Assistance to the **Engineer**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **Engineer** cannot easily obtain.

(4) Provide any available relevant data the Owner may have on file concerning the **Project**.

(5) Attend and participate in progress meetings as required and as coordinated and conducted by the **Engineer**.

(6) Provide a copy of the Engineering study, previously prepared by other parties contracted by the **Owner**.

II. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

The **Owner** will provide to the **Engineer** the following:

Preliminary Engineering

(1) Attend the preliminary concept Conference coordinated and conducted by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

Final Design

(1) Review and approve plan, specifications, and estimate (PS&E) for the **Project** or portions of the **Project** as prepared by the **Engineer** and more particularly identified in **EXHIBIT "B"** attached to this Agreement.

EXHIBIT B
SCOPE OF SERVICES TO BE PROVIDED BY THE ENGINEER

EXHIBIT "B"

Services to be Provided by the Engineer

The project will consist of On-Call Engineering Services as shown below but not limited to, the following.

A. Evaluation , analysis, recommendations, cost and time estimates, reports, permits, preplanning studies, preparation of preliminary and/or contract documents (including working drawings and specifications), field inspections and investigations, shop drawing reviews, resolution of construction issues, coordination with permitting agencies, coordination with utilities, and coordination with other on call consultants as necessary.

B. Provide services as necessary for, but not limited to, the following areas: land development, land redevelopment, storm water systems design, storm water management designs, roadway and parking lot designs, pavement analysis and design, signage, traffic flow studies, utility design, erosion and sediment control plans, periodic construction observation to verify compliance with plans and specifications, feasibility studies, Value Engineering Water Plan Design, Waist/Water Plant Design Hydrology & Hydraulic Analysis, Master Plan, Environmental Assessments Concrete Design, Concrete Roadway, Steel Design, Commercial Building Design, Industrial Structures, Lift Station Design (above/underground) Hospital and other Instructional projects, Multistory Building Design, Foundation Design, Timber Design, Bridge Design/Inspections, As Built Reviews, Analysis of Existing Structures, Dock Design, Windstorm Design/Inspections.

EXHIBIT C
WORK SCHEDULE

EXHIBIT "C"
Work Schedule

A detailed work schedule for each **Work Authorization**, identified and more particularly described in Article 7 of this Agreement, shall be prepared by the **Engineer** to submitted and approved by the Owner in writing for each **Work Authorization**. The work schedule will provide specific work sequence and definite review times by the **Owner** and the **Engineer** of the work performed.

The **Engineer** will diligently pursue the completion of each **Work Authorization** as defined by the milestone and deliverable due dates outlined in each **Work Authorization's** associated work schedule.

The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established work schedule.

EXHIBIT D
ENGINEER'S RATES

EXHIBIT "D"

CONTRACT RATE SCHEDULE

DOS LOGISTICS, INC.

LABOR:

JOB DESCRIPTION	Contract Rate** 2009	Contract Rate** 2010	Contract Rate** 2011	Contract Rate** 2012	Contract Rate** 2013	Contract Rate** 2014	Contract Rate** 2015
Engineering							
Principal	$237.53	$249.41	$261.88	$274.97	$288.72	$303.16	$318.32
Project Manager (VII)	$210.11	$220.62	$231.65	$243.23	$255.40	$268.17	$281.58
Sr. Engineer (V)	$191.02	$200.57	$210.60	$221.13	$232.18	$243.79	$255.98
Project Engineer(QA/QC)	$164.27	$172.49	$181.11	$190.17	$199.67	$209.66	$220.15
Engineer (I) / (II)	$133.71	$140.40	$147.42	$154.79	$162.53	$170.65	$179.19
Sr. Engineering Designer (III)	$141.62	$148.70	$156.13	$163.94	$172.14	$180.74	$189.78
Environmental Scientist	$126.07	$132.37	$138.99	$145.94	$153.24	$160.90	$168.95
Engineering Designer (I) / (II)	$95.51	$100.29	$105.30	$110.56	$116.09	$121.90	$128.00
CADD Operator (I) / (II)	$82.22	$86.34	$90.65	$95.19	$99.94	$104.94	$110.19
Secretary	$68.76	$72.20	$75.81	$79.60	$83.58	$87.76	$92.15
Surveying							
Reg. Public Land Surveyor	$140.39	$147.41	$154.78	$162.52	$170.65	$179.18	$188.14
Project Supervisor SIT	$108.62	$114.05	$119.75	$125.74	$132.03	$138.63	$145.59
Survey Technician	$68.20	$71.61	$75.19	$78.95	$82.90	$87.04	$91.40

**These are the rates to be determined for each work authorization

NON-LABOR***	
Mileage	****
Car Rental	****
Lodging (In states)	****
Meals	****
Air Travel	at cost
Overnight Carrier cost	$20/letter
GPS Equuuipment	$475/day
Copies	$.12/ea
Bond Plots	$0.80/sq.ft.
Color Plots	$170/sq.ft
Mylar Plots	$1.60/sq.ft.

***These are the anticipated non-labor rates to be used to negoti
purchase orders for special or excluded services, and/or additio
may be re-negotiated on a yearly basis.
determined at time of negotiation. At the raates authorized by Hi
Officials

EXHIBIT E
WORK AUTHORIZATION FORM

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **Hidalgo County Precinct 1**, hereinafter called the "**Owner**", and **DOS LOGISTICS, INC**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is the scope of work -

_____

_____

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

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

PART 2. **Estimated Cost.** The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 200_.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Hugo P. Gonzalez Jr., P.E.

THE OWNER:
HIDALGO COUNTY PRESCIENT NO. 1

BY: _____
Sylvia S. Handy County Commissioner

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT F
SUPPLEMENTAL AGREEMENT FORM

EXHIBIT "E"
Work Authorization Form

WORK AUTHORIZATION NO. ___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **Hidalgo County Precinct 1**, hereinafter called the "**Owner**", and **DOS LOGISTICS, INC**, professional engineers of Weslaco, Texas, hereinafter called the "**Engineer**".

PART 1. **Scope of Work.** The purpose of this Work Authorization is the scope of work -

_____

_____

The scope of services to be provided by the **Owner** is identified in **ATTACHMENT "A"** –***Scope of Services to be Provided by the Owner*** attached hereto.

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

PART 2. **Estimated Cost.** The estimated cost for services under this Work Authorization is $_____. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. **Payment.** Compensation and payment to the **Engineer** for the services established under this Work Authorization shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. **Period of Service.** This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Work Authorization shall be performed within the time period identified in the ***Work Schedule*** attached hereto as **ATTACHMENT "C"**.

PART 5. **Responsibilities and Obligations.** This Work Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 200_.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Hugo P. Gonzalez Jr., P.E.

THE OWNER:
HIDALGO COUNTY PRESCIENT NO. 1

BY: _____
Sylvia S. Handy County Commissioner

LIST OF ATTACHMENTS

ATTACHMENT "A"	-	Services to be Provided by the Owner
ATTACHMENT "B"	-	Services to be Provided by the Engineer
ATTACHMENT "C"	-	Work Schedule
ATTACHMENT "D"	-	Estimated Cost Proposal

EXHIBIT "F"

Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. ___

TO AGREEMENT FOR PROFESSIONAL SERVICES

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between the **Hidalgo County Precinct 1**, hereinafter called the "**Owner**", and **Dos Logistics, Inc.,** professional engineers of _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the ___ day of _____ On-Call Engineering Services (hereinafter referred to as the "**Project**"); and,

WHEREAS, Article ___ of the **Agreement**, (article title), establishes _____ _____; and,

WHEREAS, it has become necessary to amend the contract to _____ _____

AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

I. Article ___ of the **Agreement**, (article title), is revised to _____ _____ _____ _____ _____ _____ _____ _____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:
Dos Logistics, Inc.

BY: _____
Eric Ybarra, President

OWNER:
HIDALGO COUNTY PRECIENT NO. 1

BY: _____
Sylvia S. Handy County Commissioner

LIST OF ATTACHMENTS

(as required)

EXHIBIT G
CERTIFICATE OF INSURANCE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/19/2009

PRODUCER
Ron Robertson Insurance Agency
7322 S.W. Frwy. Ste. 1850
Houston, TX. 77074
713-272-0558

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
Dos Logistics, Inc.

212 West Third St.
Weslaco, TX 78596
956-968-8800

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: Interstate Fire & Casualty	
INSURER B: Sentinel Insurance / Hartford	
INSURER C: Texas Mutual Insurance Company	
INSURER D: Zurich Insurance Company	
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	CMR6200015-2	10-28-09	10-28-10	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 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	61 UECK04021	08/20/09	08/20/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		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	0001199185	03/18/09	03/18/10	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 500,000 $ 500,000 $ 500,000
D		OTHER Professional E&O	EOC 6555841-00	10-28-09	10-28-10	$2,000,000 occurrence $ 25,000 retention	

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

Re: Engineer on Call Contract

Hidalgo County Precinct 1 is named as additional insured subject to policy terms, conditions, limitations and exclusions.

CERTIFICATE HOLDER

Hidalgo County Precinct 1 .
2812 S. Business Highway 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Ron Robertson

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1201 R&B PRECINCT 1							
005							
9-1201-431-00-121-005-0-334	PCT1 P/U RD-ARCH & ENG SRV	45,000.00	17,690.00	4,546.50	5,051.25	8,092.25	54.26
005		**45,000.00**	**17,690.00**	**4,546.50**	**5,051.25**	**8,092.25**	**54.26**
007							
9-1201-431-00-121-007-0-334	PCT1 LATERAL RD-ARCH & ENG SRV	.00	250.00	.00	.00	250.00	.00
007		**.00**	**250.00**	**.00**	**.00**	**250.00**	**.00**
1201 R&B PRECINCT 1		**45,000.00**	**17,940.00**	**4,546.50**	**5,051.25**	**8,342.25**	**53.50**
1310 BORDER COLONIA ACCESS PROGRAM							
401							
9-1310-431-00-121-401-0-334	PCT.1-SUNRISE HILL/J.OLIVAREZ-ENG&ARCH S	.00	571.06	.00	.00	571.06	.00
401		**.00**	**571.06**	**.00**	**.00**	**571.06**	**.00**
402							
9-1310-431-00-121-402-0-334	PCT.1-SUNRISE HILL/R.GUERRA-ENG&ARCH SRV	.00	506.88	.00	.00	506.88	.00
402		**.00**	**506.88**	**.00**	**.00**	**506.88**	**.00**
403							
9-1310-431-00-121-403-0-334	PCT.1-SUNRISE HILL/R.GONZALEZ-ENG&ARCH S	.00	506.88	.00	.00	506.88	.00
403		**.00**	**506.88**	**.00**	**.00**	**506.88**	**.00**
404							
9-1310-431-00-121-404-0-334	PCT.1-TROPICAL FARMS/SAMOA-ENG&ARCH SRV	.00	2,237.28	.00	.00	2,237.28	.00
404		**.00**	**2,237.28**	**.00**	**.00**	**2,237.28**	**.00**
1310 BORDER COLONIA ACCESS PROGRAM		**.00**	**3,822.10**	**.00**	**.00**	**3,822.10**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
019							
9-1311-431-00-121-019-1-334	AGUA DULCE-ENG & ARCH SRV	.00	177.18	62.99	114.19	.00	100.00
019		**.00**	**177.18**	**62.99**	**114.19**	**.00**	**100.00**
066							
9-1311-431-00-121-066-0-334	BAR #3-ENG & ARCH SRV	.00	1,129.25	.00	1,129.25	.00	100.00
066		**.00**	**1,129.25**	**.00**	**1,129.25**	**.00**	**100.00**
071							
9-1311-431-00-121-071-1-334	BARBOSA LOPEZ #1-ENG & ARCH SRV	.00	550.83	195.82	355.01	.00	100.00
071		**.00**	**550.83**	**195.82**	**355.01**	**.00**	**100.00**
103							
9-1311-431-00-121-103-1-334	BERNAL HEIGHTS #1-ENG & ARCH SRV	.00	153.03	.00	153.03	.00	100.00
103		**.00**	**153.03**	**.00**	**153.03**	**.00**	**100.00**
105							
9-1311-431-00-121-105-1-334	BERNAL-ENG & ARCH SRV	.00	284.33	.00	284.33	.00	100.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
105							
105		**.00**	**284.33**	**.00**	**284.33**	**.00**	**100.00**
150							
9-1311-431-00-121-150-1-334	CHAPA III-ENG & ARCH SRV	.00	105.16	.00	89.43	15.73	85.04
150		**.00**	**105.16**	**.00**	**89.43**	**15.73**	**85.04**
230							
9-1311-431-00-121-230-1-334	DIMAS #3-ENG & ARCH SRV	.00	287.70	102.28	185.42	.00	100.00
230		**.00**	**287.70**	**102.28**	**185.42**	**.00**	**100.00**
244							
9-1311-431-00-121-244-0-334	EL MESQUITE-ENG & ARCH SRV	.00	393.25	139.80	253.45	.00	100.00
244		**.00**	**393.25**	**139.80**	**253.45**	**.00**	**100.00**
245							
9-1311-431-00-121-245-1-334	EL MONTE-ENG & ARCH SRV	.00	437.99	21.90	416.09	.00	100.00
245		**.00**	**437.99**	**21.90**	**416.09**	**.00**	**100.00**
318							
9-1311-431-00-121-318-1-334	HIGH LAND-ENG & ARCH SRV	.00	422.14	.00	422.14	.00	100.00
318		**.00**	**422.14**	**.00**	**422.14**	**.00**	**100.00**
391							
9-1311-431-00-121-391-0-334	LA PALMA S/D-ENG & ARCH SRV	.00	666.14	66.61	599.53	.00	100.00
391		**.00**	**666.14**	**66.61**	**599.53**	**.00**	**100.00**
495							
9-1311-431-00-121-495-0-334	NORTH CAPISALLO-ENG & ARCH SRV	.00	260.70	92.70	168.00	.00	100.00
495		**.00**	**260.70**	**92.70**	**168.00**	**.00**	**100.00**
509							
9-1311-431-00-121-509-1-334	OLD REBEL HEIGHTS-ENG & ARCH SRV	.00	2,316.13	.00	.00	2,316.13	.00
509		**.00**	**2,316.13**	**.00**	**.00**	**2,316.13**	**.00**
571							
9-1311-431-00-121-571-0-334	PUESTA DEL SOL-ENG & ARCH SRV	.00	1,022.35	363.45	658.90	.00	100.00
571		**.00**	**1,022.35**	**363.45**	**658.90**	**.00**	**100.00**
631							
9-1311-431-00-121-631-0-334	ROSEDALE HEIGHTS-ENG & ARCH SRV	.00	2,631.69	.00	.00	2,631.69	.00
631		**.00**	**2,631.69**	**.00**	**.00**	**2,631.69**	**.00**
865							
9-1311-431-00-121-865-1-334	DIMAS #1-ENG & ARCH SRV	.00	277.24	13.86	263.38	.00	100.00
865		**.00**	**277.24**	**13.86**	**263.38**	**.00**	**100.00**
897							
9-1311-431-00-121-897-1-334	MEL GRAY-ENG & ARCH SRV	.00	3,847.86	.00	.00	3,847.86	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2							
897							
897		**.00**	**3,847.86**	**.00**	**.00**	**3,847.86**	**.00**
1311 BORDER COLONIA ACCESS PROGRAM ROUND 2		**.00**	**14,962.97**	**1,059.41**	**5,092.15**	**8,811.41**	**41.11**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
063							
9-1312-431-00-121-063-0-334	BALLI ESTATES-ENG & ARCH SRV	.00	42,960.23	4,301.09	38,659.14	.00	100.00
063		**.00**	**42,960.23**	**4,301.09**	**38,659.14**	**.00**	**100.00**
120							
9-1312-431-00-121-120-0-334	BRENDA GAY-ENGINEERING & ARCHITECT SERVI	.00	8,802.91	1,760.58	7,042.33	.00	100.00
120		**.00**	**8,802.91**	**1,760.58**	**7,042.33**	**.00**	**100.00**
148							
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	686.33	6,180.31	.00	100.00
148		**.00**	**6,866.64**	**686.33**	**6,180.31**	**.00**	**100.00**
149							
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	608.47	5,466.17	.00	100.00
149		**.00**	**6,074.64**	**608.47**	**5,466.17**	**.00**	**100.00**
181							
9-1312-431-00-121-181-0-334	COLONIA SAENZ-ENGINEERING & ARCH SERVIC	.00	5,365.41	1,073.09	4,292.32	.00	100.00
181		**.00**	**5,365.41**	**1,073.09**	**4,292.32**	**.00**	**100.00**
185							
9-1312-431-00-121-185-0-334	COLONIA WHALEN ROAD-ENG & ARCH SRV	.00	9,991.52	1,402.14	8,589.38	.00	100.00
185		**.00**	**9,991.52**	**1,402.14**	**8,589.38**	**.00**	**100.00**
215							
9-1312-431-00-121-215-0-334	DE ANDA SUBDIVISION-ENG & ARCH SRV	.00	5,147.76	713.76	4,434.00	.00	100.00
215		**.00**	**5,147.76**	**713.76**	**4,434.00**	**.00**	**100.00**
220							
9-1312-431-00-121-220-1-334	DELTA WEST SUBDIVISION-ENG & ARCH SRV	.00	28,466.19	3,915.51	24,550.68	.00	100.00
220		**.00**	**28,466.19**	**3,915.51**	**24,550.68**	**.00**	**100.00**
228							
9-1312-431-00-121-228-1-334	DIAZ SUBDIVISION-ENG & ARCH SRV	.00	5,171.37	731.27	4,440.10	.00	100.00
228		**.00**	**5,171.37**	**731.27**	**4,440.10**	**.00**	**100.00**
232							
9-1312-431-00-121-232-0-334	COLONIA BOYCE-ENGINEERING & ARCHIT SERVI	.00	10,771.64	2,154.33	8,617.31	.00	100.00
232		**.00**	**10,771.64**	**2,154.33**	**8,617.31**	**.00**	**100.00**
319							
9-1312-431-00-121-319-0-334	HIGH POINT SUBDIVISION-ENG & ARCH SRV	.00	9,702.00	823.81	8,878.19	.00	100.00
319		**.00**	**9,702.00**	**823.81**	**8,878.19**	**.00**	**100.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
362							
9-1312-431-00-121-362-0-334	L & P-ENGINEERING & ARCHITECT SERVICES	.00	9,445.97	.00	.00	9,445.97	.00
362		**.00**	**9,445.97**	**.00**	**.00**	**9,445.97**	**.00**
387							
9-1312-431-00-121-387-0-334	LA MESA SUBDIVISION-ENG & ARCH SRV	.00	16,810.69	2,369.13	14,441.56	.00	100.00
387		**.00**	**16,810.69**	**2,369.13**	**14,441.56**	**.00**	**100.00**
423							
9-1312-431-00-121-423-0-334	LOS CASTILLOS ESTATES-ENG & ARCH SERVICE	.00	6,526.69	1,305.34	5,221.35	.00	100.00
423		**.00**	**6,526.69**	**1,305.34**	**5,221.35**	**.00**	**100.00**
461							
9-1312-431-00-121-461-0-334	MID-VALLEY ESTATES-ENG & ARCH SRV	.00	18,801.76	2,618.48	16,183.28	.00	100.00
461		**.00**	**18,801.76**	**2,618.48**	**16,183.28**	**.00**	**100.00**
687							
9-1312-431-00-121-687-0-334	SO. PALM GARDENS EST.#1-ENG & ARCH SRV	.00	4,704.16	398.17	4,305.99	.00	100.00
687		**.00**	**4,704.16**	**398.17**	**4,305.99**	**.00**	**100.00**
688							
9-1312-431-00-121-688-0-334	SO. PALM GARDENS EST.#2-ENG & ARCH SR	.00	3,891.04	322.49	3,568.55	.00	100.00
688		**.00**	**3,891.04**	**322.49**	**3,568.55**	**.00**	**100.00**
779							
9-1312-431-00-121-779-0-334	VALLEY VIEW ESTATES-ENG & ARCH SERVICES	.00	11,602.31	2,320.47	9,281.84	.00	100.00
779		**.00**	**11,602.31**	**2,320.47**	**9,281.84**	**.00**	**100.00**
790							
9-1312-431-00-121-790-0-334	VILLAGE GROVE #2-ENG & ARCH SRV	.00	3,379.10	337.95	3,041.15	.00	100.00
790		**.00**	**3,379.10**	**337.95**	**3,041.15**	**.00**	**100.00**
804							
9-1312-431-00-121-804-0-334	WES-MER SUBDIVISION-ENG & ARCH SRV	.00	7,179.31	1,002.81	6,176.50	.00	100.00
804		**.00**	**7,179.31**	**1,002.81**	**6,176.50**	**.00**	**100.00**
855							
9-1312-431-00-121-855-0-334	ASH COUNTY-ENG & ARCH SRV	.00	10,430.01	1,460.38	8,969.63	.00	100.00
855		**.00**	**10,430.01**	**1,460.38**	**8,969.63**	**.00**	**100.00**
860							
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	27,465.46	5,493.09	21,972.37	.00	100.00
860		**.00**	**27,465.46**	**5,493.09**	**21,972.37**	**.00**	**100.00**
895							
9-1312-431-00-121-895-0-334	MARY ANN-ENGINEERING & ARCHITECT SERVICE	.00	19,891.96	3,978.39	15,913.57	.00	100.00
895		**.00**	**19,891.96**	**3,978.39**	**15,913.57**	**.00**	**100.00**
896							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
896							
9-1312-431-00-121-896-0-334	MCKEE #1-ENG & ARCH SRV	.00	9,837.08	1,227.24	8,609.84	.00	100.00
896		**.00**	**9,837.08**	**1,227.24**	**8,609.84**	**.00**	**100.00**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**289,285.85**	**41,004.32**	**238,835.56**	**9,445.97**	**96.73**
9 YEAR 9		**45,000.00**	**326,010.92**	**46,610.23**	**248,978.96**	**30,421.73**	**90.67**

AI-18621 **21.C.1.**

Automated Tax Collection System for Hidalgo County Tax Office
CC REGULAR

Date:	11/24/2009
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Tax Office

Information

CAPTION

a. Presentation of the scoring grid in connection with the responses received for the purposes of ranking by Commissioners Court in order to proceed to the next phase of proposal process for : "Automated Tax Collection System for Hidalgo County Tax Office"-RFP No. 2009-327-09-16-otm;

b. Requesting authority for Purchasing Department to enter into negotiations with the qualified/ranked proposer in order to finalize a contract for consideration and award for "Automated Tax Collection System" for Hidalgo County Tax Office.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 1100-415-15-140-001-0-336

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

BUDGETARY IMPACT:

Funds for the Automated Tax Colleciton System for Hidalgo County Tax Office will be appropriated from the 2010 budget.

Attachments

Link: Participation Log

Link: Acceptance Sheet

Link: revised

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/19/2009 10:55 AM	APRV
2	Budget & Management	Erika Zamora	11/19/2009 11:22 AM	APRV
3	Perla Lopez	Perla Lopez	11/20/2009 11:17 AM	APRV
4	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Gricelda Villarreal — Started On: 11/18/2009 01:12 PM

Final Approval Date: 11/20/2009

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: SEPTEMBER 16, 2009 RFP ACCEPTANCE TIME: **9:30 A.M.**
DEPARTMENT/PROPOSAL DESCRIPTION: **HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM"** RFP NO: **2009-327-09-16-OTM**

NAME OF PROPOSER: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.S
1.Linebarger Goggan Blair & Sampson, LLP (Tito Salinas)	Email	titos@publicans.com Olga M	9/02/09	205 S Pin Oak Ave Edinburg, TX 78539 Tel. 956-383-4500
2.National Sales, True Automation, INC. (Manuel Araujo)	Email	manuel.araujo@truautomation.com Olga M.	9/02/09	2600 Technology Dr, Ste 900 Plano, TX 75074
3.Custom Software (Danny Reyna)	Email	customsoftwaremc@hotmail.com Olga M.	9/02/09	
4.Metavante Corporation (Anfrea Brumley)	Email	abrumley@link2gov.com Olga M.	9/02/09	1 Burton Hills B lvd., Ste300 Nashville, TN 37215 Tel. 615-665-6715
5.Glen J. Godwin	Email	gigodwin@aol.com Olga M.	9/02/09	
6. Appraisal & Collection Technologies (Cindy Bylander)	Email	Cindy.bylander@publicans.com Olga M.	9/09/09	
7. CR Software inc. (Laverne Dailey)	Email	Laverne.dailey@crsoftwareinc.com Olga M.	9/09/09	Tel 800-222-1722
8.Purepay Receivables Automation (Steve Dawson)	Email	sdawson@pure-pay.com Olga M.	9/09/09	Tel 972-235-1968
9.TaxPro, LLC	Email	melissab@gowithtaxpro.com Olga M.	9/09/09	124 West Capitol Ave Ste 876 Little Rock, AR 72201 Tel 501-246-8060
10.TATA Consultancy Services Limited (TCS) (Bob Carberry)	Email	b.carberry@tcs.com Olga M.	9/09/09	50 Utley Drive Camp Hill, PA 17011 Tel 717-319-8347
11.Official Payments Corp. (William F. Brinkley)	Email	wbrinkley@tier.com Olga M	9/10/09	177 Technology Parkway Auburn, AL 36830 Tel 334-321-7403
12.Manatron (Kristen Utrecht)	Email	Kristen.Utrecht@Manatron.com Olga M.	9/10/09	

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

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY TAX OFFICE	
PROPOSAL ACCEPTANCE DATE: **SEPTEMBER 16, 2009**	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: AUTOMATED TAX COLLECTION SYSTEM	
PROPOSAL NO: 2009-327-09-16-OTM	

RFP#	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE
#01	TRUE AUTOMATION	√
#02	ACT APPRAISAL & COLLECTIONS	√
#03		
#04		

-EVALUATION/GRADING GRID
RFP NO: 2009-327-09-16-otm
HIDALGO COUNTY TAX OFFICE – AUTOMATED TAX COLLECTION SYSTEM

EVALUATION CRITERIA	TRUE AUTOMATION RFP NO. 1					ACT (Appraisal & Collection Technologies) RFP NO. 2				
	GRADERS									
	1	2	3	4	5	1	2	3	4	5
1. **COST:** Initial system investment and customization costs	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	20	5	5	12
2. **DELIVERY SCHEDULE/IMPLEMENTATION PLAN:** Company must specify the following: What is the target installation date, when will the current tax year toll be online (date), when will the prior tax years be online (date, testing dates, conversion plan	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	20	20	20	20
3. **MAINTENANCE, TRAINING, SUPPORT AND SERVICE:** Company must specify the location of maintenance, training and support center(s) within City metropolitan area and outside City metropolitan area. Company must also specify the method of maintenance, training and service on site very strongly preferred, by local phone within the City area code(s), by 800 or toll-free phone service and long distance. Company must specify the hours of availability by emergency/hotline (24 hours/7 days a week), operational hours (8:00 a,m, - 5:00 p.m.) CST, guaranteed response time and past performance response time to include site visit.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE					15	14	15	18	13

4. **USAGE AND FLEXIBILITY OF THE SYSTEM:** Ability to meet or exceed RFP specifications, ease of use, modularity / expansion capabilities of the systems, general quality of the system and design efficiency.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE	15	18	15	12	10
5. **VENDOR'S FINANCIAL STABILITY AND EXPERIENCE:** Company must provide number of years in the property tax business, successful implementation of similar projects and financial stability.	DOES NOT MEET SPECIFICATION, THEREFORE WE CAN NOT SCORE	15	19	20	20	20
TOTAL		75	91	75	75	75
AVERAGE	**N/A**	**78.20**				
RANKINGS (UPON REVIEW AND APPROVAL BY HIDALGO COUNTY COMMISSIONERS COURT)						

AI-18615 **21.D.1.**

Road & Drainage Construction for Chapa #2 Subdivision Award Recommendation

CC REGULAR

Date:	11/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Acceptance and action on a recommendation by project engineer Izaguirre Engineering Group, LLC to award to the lowest bidder meeting all specifications: M Construction, LTD in the amount of $243,340.48 for Bid No. CAP-09-372-10-07-YSI “Road & Drainage Construction for Chapa #2 Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-860-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for funding availabilty as of 11-19-09 for Pct. 1 Chapa #2 BCAP Project.

Attachments

Link: tx dot concurrance

Link: eng recomendation

Link: cost bdown

Link: b tab sheet

Link: ai req 18615

Link: Chapa #2 Expense Report as of 11-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/19/2009 10:53 AM	APRV
2	Budget & Management	Erika Zamora	11/19/2009 11:22 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/19/2009 02:29 PM	APRV
4	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Yvette Islas Started On: 11/18/2009 10:23 AM

Final Approval Date: 11/20/2009

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 17, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program project in Chapa 2 Subdivision (3C1080860) to the low bidder, M Construction, for a total bid of $243,340.48.

My records indicate that the bid amounts for this allocation project exceed only the amount remaining for drainage, as shown below:

Project	Amount Remaining 10/15/09			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Chapa 2	$68,400.00	$250,729.95	$319,129.95	**$75,109.48**	$168,231.00	$243,340.48

Please let me know if you have questions.

Sincerely,

Sharon Slagle

Sharon Slagle
Pharr District Colonia Program Manager

IZAGUIRRE
Engineering Group LLC.

October 23, 2009

The Honorable Sylvia Handy
Commissioner, Precinct No.1
The County of Hidalgo, Texas
1902 Joe Stephens Avenue
Weslaco, TX 78596

Re: Award Project Construction
Road and Drainage Construction
Chapa No.2 Subdivision
Hidalgo County, Texas
EDAP #: M1080958
Bid No. : CAP-2009-372-10-07-YSI

Dear Sir:

The purpose of this transmittal is to provide my recommendation on award of construction contract concerning the bids received for the above referenced project.

Six bid packages for the project were picked up and six bids were submitted. Bids were opened on Wednesday, October 7, 2009, at 9:30a.m. The tabulation of bids received is attached for your convenience.

The lowest responsive bidder, M Construction, of McAllen, Texas, submitted a bid of $243,340.48.

The budget for this project is $249,866.00.

It is hereby recommended that the construction contract for this project be awarded to M Construction, of McAllen, Texas, in the amount of $243,340.48.

This issue is hereby respectfully presented to you for consideration of award. If you have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Gilberto A. Gracia

Gilberto A. Gracia, P.E.

GAG/gag
cc: Joseph Palacios, Chief Administrator, Precinct No.1
Agapito Vargas, Director, Border Colonias Access Program

Chapa 2 Subdivision
CSJ: 3C1080958
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
110	Excavation (Roadway)	2279	CY	$3.00	$6,837.00
247	Flex Base (RD DEL) TY "E" GR4	11094	SY	$5.00	$55,470.00
251	Rewrk Base Mtrl (DC)(TY "D") (8")	11094	SY	$1.00	$11,094.00
310	Prime Coat (MC-30)	1914	GAL	$5.00	$9,570.00
340	Asph Conc ACP Surface (TY "D") (1.5")	9564	SY	$7.00	$66,948.00
502	Barricades, Signs and Traffic Handling	1	LS	$700.00	$700.00
506	Temp Sedmt Cont Fence (Install)	220	LF	$5.00	$1,100.00
506	Temp Sedmt Cont Fence (Remove)	220	LF	$2.00	$440.00
666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	6850	LF	$0.50	$3,425.00
666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	856	LF	$0.50	$428.00
2500	EN-1 Treat Sub-Base (DC) (788 CY)	11094	SY	$0.50	$5,547.00
2500	EN-1 Roadbond (788 CY)	55.6	GAL	$120.00	$6,672.00
	SubTotal Base Bid				**$168,231.00**
	DRAINAGE				
360	Driveways (Conc) (4")	79	SY	$25.00	$1,975.00
530	Driveways (Asphalt, Concrete, Pavement)	1544.56	SY	$8.00	$12,356.48
402	Trench Excavation Protection	288	LF	$2.00	$576.00
464	RCP (CL III) (24")	448	LF	$22.00	$9,856.00
465	Inlet (Grate) (TY "C-C") (3X5 Grate)	6	EA	$1,500.00	$9,000.00
466	Wingwall (Precast Conc) (24" Drain)	3	EA	$900.00	$2,700.00
467	Safety End Treatment (Pre-Cast) (Ty II) (24") (1:6)	12	EA	$750.00	$9,000.00
5000	Corrugated (Down Drain) (24")	144	LF	$24.00	$3,456.00
5000	Corrugated HDPE Culvert Pipe (15")	1746	LF	$15.00	$26,190.00
	SubTotal Drainage				**$75,109.48**
	GrandTotal Roadwork Base Bid and Drainage				**$243,340.48**

Roadwork Allocation:	$ 181,289.00	Drainage Allocation:	$ 68,400.00
Possible 25% Transfer In Other Projects:	$ -	Transfer In: Contingency Acct	$6,709.48
Contingency Transfer In:	$ 54,319.19	Total Allocation and Transfer	$75,109.48
Total Allocation, 25% Transfer and Contingency Transfer	$ 235,608.19	Drainage Cost:	$75,109.48
Low Base Bid Roadwork	$168,231.00	Overrun/Underrun	$0.00
Overrun/Underrun	$67,377.19		

Chapa 2 Subdivision
CSJ: 3C1080958
Cost Breakdown
Precinct 1

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: OCTOBER 07, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR CHAPA II SUBDIVISION"

BID NO: CAP-2009-372-10-07-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	OG Construction	$323,460.08	Bid Bond Included
2.	Total Commitment, LLC	$283,170.98	Bid Bond Included
3.	Asago, LLC	$271,532.40	Bid Bond Included
4.	Garcia & Martinez Paving	$307,937.24	Bid Bond Included
5.	M Construction	$243,340.48	Bid Bond Included
6.	JM Construction	$371,441.32	Bid Bond Included
7.			
8.			
9.			
10.			

ai # 18615

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, November 18, 2009 10:21 AM
To: 'Yvette Islas'
Cc: lorie.ochoa@co.hidalgo.tx.us; 'John Paul Lugo'; Valde ; marcie.jackson@co.hidalgo.tx.us; 'Agapito Vargas'; dina.trevino@co.hidalgo.tx.us
Subject: FW: Cost Breakdown Chapa 2.xls
Attachments: txdot concurrence low bid award chapa II.pdf; Recommend to award Chapa No2.doc; Cost Breakdown Chapa 2.xls; Bid Tabulation Chapa 2.pdf

Yvette, please place the following item on CC agenda for Tuesday 24th November 2009:
Approval to award contract to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Chapa #2 Subdivision (CSJ: 3C1080958)
Project Location: Precinct 1
Low Bidder: M Construction, LTD; McAllen, TX
Project Engineer: Izaguirre Engineering Group, LLC.
Account: 9-1312-431-00-121-958-0-731 & 733

Attached is correspondence from TXDOT providing concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

From: John Paul Lugo [mailto:johnpaul.lugo@co.hidalgo.tx.us]
Sent: Tuesday, November 17, 2009 4:53 PM
To: 'Agapito Vargas'
Cc: lorie.ochoa@co.hidalgo.tx.us
Subject: RE: Cost Breakdown Chapa 2.xls

Agapito, Dr. Ochoa has reviewed the cost breakdown for Chapa 2. Please begin process of placing on C.C. in order to award to low bidder.

If you have any questions please do not hesitate to contact me at extension 1015.

Sincerely,

John Paul Lugo,
C.A.P. Coordinator, Pct. 1

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Friday, November 13, 2009 3:08 PM
To: 'John Paul Lugo'; joann.gonzalez@co.hidalgo.tx.us
Cc: Valde ; marcie.jackson@co.hidalgo.tx.us; 'Yvette Islas'; 'Agapito Vargas'
Subject: Cost Breakdown Chapa 2.xls

John Paul/ Dr. Ochoa attached please cost breakdown for Chapa 2 subdivision. Bids were opened for this project on 7th October 2009 and M Construction was apparent low bidder. I have ran a cost analysis for this project and we can award low bid based on the cost analysis. This will be turn-key with no cost to the precinct. The total cost will be covered utilizing Colonias Access Program funds. I am requesting concurrence from TXDOT on the low bid award as common procedure and plan to place it on CC agenda for the 24th November unless the precinct has any concern.
Please let me know your thoughts on this.
Cordially
Agapito Vargas, Director
Colonias Access Program

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
9-1312-431-00-121-860-0-312	CHAPA #2-INDIRECT COST	.00	2,858.90	.00	851.80	2,007.10	29.79
9-1312-431-00-121-860-0-334	CHAPA #2-ENGINEERING & ARCHITECT SERVICE	.00	27,465.46	5,493.09	21,972.37	.00	100.00
9-1312-431-00-121-860-0-339	CHAPA #2-OTHER PROFESSIONAL SERVICES	.00	9,808.81	7,624.57	2,184.24	.00	100.00
9-1312-431-00-121-860-0-731	CHAPA #2-ROADS	.00	181,286.00	.00	.00	181,286.00	.00
9-1312-431-00-121-860-0-733	CHAPA #2-DRAINAGE DITCHES	.00	68,400.00	.00	.00	68,400.00	.00
9-1312-431-00-121-860-0-899	CHAPA #2-CONTINGENCY	.00	53,249.39	.00	.00	53,249.39	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**343,068.56**	**13,117.66**	**25,008.41**	**304,942.49**	**11.11**
9 YEAR 9		**.00**	**343,068.56**	**13,117.66**	**25,008.41**	**304,942.49**	**11.11**

AI-18634 **21.D.2.**

Road & Drainage Construction for Chapa North & South Subdivisions Award Recommendation

CC REGULAR

Date:	11/24/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	CAP Pct.1

Information

CAPTION

Presentation and action on a recommendation by project engineer TEDSI Infrastructure Group, LLC to award to the lowest bidder meeting all specifications: Asago Construction, LLC in the amount of $171,989.05 for Bid No. CAP-09-416-10-14-YSI “Road & Drainage Construction for Chapa North & South Subdivisions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-148-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for Chapa North S/D for funding availability as of 11-19-09.

A line item transfer, AI #18675 and an interdept transfer, AI #18680, is pending CC approval to fund the awarding of bid to Asago Construction in relation to Chapa North S/D.

FISCAL YEAR: 2009 **ACCT. #:** 9-1312-431-00-121-149-0-XXX

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

BUDGETARY IMPACT:

Please refer to attached expense report for funding availability as of 11-19-09 for Chapa South S/D.

A line item transfer, AI #18675 and an interdept transfer AI #18681 is pending CC approval to fund the awarding of bid to Asago Construction in relation to Chapa South S/D.

Attachments

Link: TXDOT Concurrence Letter

Link: eng recomend
Link: c b down north
Link: b tab sheet
Link: ai requ 18634
Link: c b down south
Link: Chapa North & South expense report as of 11-19-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/19/2009 10:58 AM	APRV
2	Budget & Management	Erika Zamora	11/19/2009 11:25 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/20/2009 09:16 AM	APRV
4	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Yvette Islas Started On: 11/18/2009 03:19 PM

Final Approval Date: 11/20/2009

Texas Department of Transportation
PO BOX 1717 • PHARR TEXAS 78577-1717 • (956) 702-6100

November 19, 2009

Mr. Agapito Vargas, Director
Hidalgo County Colonia Access Program
301 E. State Street
Pharr, TX 78577

Dear Mr. Vargas:

TxDOT concurs with Hidalgo County's decision to award a construction contract for its 3rd-call Border Colonia Access Program projects in Chapa North Subdivision (3C1080148) and Chapa South Subdivision (3C1080149) to the low bidder, Asago Construction, LLC., for a total bid of $171,989.05.

My records indicate that the bid amounts for this allocation project exceed the amounts remaining for drainage, roadway, and total, as shown below:

Project	Amount Remaining 11/19/09			Bid Amount		
	Drainage	Roadway	Total	Drainage	Roadway	Total
Chapa North	$16,200.00	$62,244.34	$78,444.34	**$23,043.00**	**$67,032.90**	**$90,075.90**
Chapa South	$9,000.00	$60,329.43	$69,329.43	**$15,865.00**	**$66,048.15**	**$81,913.15**

Please let me know if you have questions.

Sincerely,

Sharon Slagle
Pharr District Colonia Program Manager

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

October 26, 2009

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: Chapa North and South Subdivisions (CAP-09-416-10-14) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Asago, LLC dba Asago Construction.

We found no errors in Asago Construction bid tabulations as submitted by Hidalgo County Purchasing Department.

- Asago Construction bid for Chapa North ($90,075.90) is lower than Engineer's Estimate ($121,307.72). Unfortunately, Asago Construction bid total is higher than Allocated Construction Funds ($62,424.00).

- Asago Construction bid for Chapa South ($81,913.15) is lower than Engineer's Estimate ($108,890.16). Unfortunately, Asago Construction bid total is higher than Allocated Construction Funds ($55,224.00).

Note that Chapa North and South Colonia applications called for overlay and ditches only. During PS&E review process, TXDOT requested a 20'minimum pavement width. Chapa North & South were reconstructed in order to meet the minimum pavement width. This led to higher construction costs for both subdivisions.

It is unlikely that re-advertisement projects will lead to prices within allocated construction funds.

Precinct 1 has two options:

1. Secure additional construction funds in order to award construction contract to lowest bidder or
2. Conduct construction in-house.

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 E. Expressway 83 ♦ Mission, Texas 78572

Should Precinct 1 be able to secure additional funds, it is our recommendation that Hidalgo County award Construction of above mentioned subdivisions to Asago Construction.

If you should have any questions, please do not hesitate to call me at 956.424.7898.

Thank you,

Jose A. Sanchez, P.E.
Project Manager

Enclosures: Bid analysis for all bidders
Bid tabulations from all bidders.

Cc via email: John Paul Lugo, Hidalgo County Pct 1
Marcie G. Jackson, Border Colonia Program
Yvette Islas, Hidalgo County Purchasing Department

Chapa North Subdivision
CSJ: 3C1080148
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	PREPARING ROW	12.99	STA	300	$3,897.00
164	CELL FIBER MLCH SEED (PERM)(URBAN)(CLAY)	5692	SY	0.7	$3,984.40
168	VEGETATIVE WATERING	285	MG	4	$1,140.00
247	Fl Bs (CMP IN PLC)(TY "E" GR4)(FNAL POS)	3486	SY	$4.25	$14,815.50
251	Rewrk Base Mtrl (DC)(TY "D") (4")	3486	SY	$2.00	$6,972.00
310	Prime Coat (MC-30)	581	GAL	$7.00	$4,067.00
340	D-GR HMA (METH) TY-D SAC-B PG76-22	2904	SY	$6.50	$18,876.00
500	Mobilization	1	LS	$1,000.00	$1,000.00
502	Barricades, Signs and Traffic Handling	2	MO	$1,000.00	$2,000.00
666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	2560	LF	$1.00	$2,560.00
666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	15	LF	$5.00	$75.00
666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	300	LF	$2.00	$600.00
666	REFL PAV MRK TY I (Y) 24" (SLD)(100ML)	160	LF	$2.00	$320.00
2500	EN-1 Roadbond (0.0075 GAL/SY)	27	GAL	$120.00	$3,240.00
2500	EN-1 TRT (MIX EXST MATL & NEW BASE)(DC)(8")	3486	SY	$1.00	$3,486.00
	SubTotal Base Bid				**$67,032.90**
	DRAINAGE				
464	RCP (CL III) (18")	48	LF	$25.00	$1,200.00
506	TEMP SEDIMENT CONTROL FENCE	60	LF	$6.00	$360.00
506	TEMP SEDIMENT CONTROL FENCE (REMOVE)	60	LF	$3.00	$180.00
530	Driveways (Asphalt, Concrete, Pavement)	585	SY	$15.00	$8,775.00
530	Driveways (Concrete)	120	SY	$25.00	$3,000.00
556	15" ADS CORRUGATED PIPE	410	LF	$17.00	$6,970.00
760	Clean and Reshape Ditches Road Side	2558	LF	$1.00	$2,558.00
	SubTotal Drainage				**$23,043.00**
	GrandTotal Roadwork Base Bid and Drainage				**$90,075.90**

Roadwork Allocation:	$ 46,224.00		Drainage Allocation:	$ 16,200.00
*Possible 25% Transfer Increase- L&P Subdv.:	$ 9,296.62		Possible Drainage Transf	$6,843.00
Transfer Contingency	$ 11,512.28		Total Allocation and Transf	$ 23,043.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 67,032.90		Low Bid Drainage:	$23,043.00
Low Base Bid Roadwork and Drainage	$67,032.90		Overrun/Underrun:	$ -
Overrun/Underrun	$0.00			

Chapa North Subdivision
CSJ: 3C1080148
Cost Breakdown
Precinct 1

*Total $500K per mile roadwork cap: $123,500.00

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: October 21, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR CHAPA NORTH & SOUTH SUBDIVISIONS"

BID NO: CAP-2009-416-10-14-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago LLC, dba Asago Construction	$171,989.05	Bid Bond Included
2.	M Construction	$174,407.35	Bid Bond Included
3.	Lazaro Saenz dba Saenz Paving	$178,299.75 read amount $187,832.75 CORRECT AMOUNT	Bid Bond Included
4.	Juan Mendoza Corporation dba JM Construction	$190,178.50	Bid Bond Included
5.	OG Construction Co. LLC	$216,560.38 read amount $219,304.38 CORRECT AMOUNT	Bid Bond Included
6.			
7.			
8.			
9.			
10.			

ai #
18634

Yvette Islas

From: Agapito Vargas [agapito.vargas@co.hidalgo.tx.us]
Sent: Wednesday, November 18, 2009 12:00 PM
To: 'Yvette Islas'
Cc: lorie.ochoa@co.hidalgo.tx.us; 'John Paul Lugo'; Valde ; marcie.jackson@co.hidalgo.tx.us; dina.trevino@co.hidalgo.tx.us
Subject: FW: Low bid award Chapa South and NOrth
Attachments: Cost Breakdown Chapa north.xls; engineers tab sheet chapa no so.PDF; engineers ltr recom chapa no so.PDF; txdot request concurrence low bid award chapa no.pdf

Follow Up Flag: Follow up
Flag Status: Flagged

Yvette, please place the following item on CC agenda for Tuesday 24th November 2009:
Approval to award contracts to low bidder for 3rd Call Border Colonias Access Program Project
Project Name: Chapa North Subdivision (CSJ: 3C1080148) and Chapa South Subdivision (CSJ: 3C1080149)
Project Location: Precinct 1
Low Bidder: Asago Construction, LLC; Mission, TX
Project Engineer: TEDSI Infrastructure Group
Account: 9-1312-431-00-121-148-0-731 & 733
9-1312-431-00-121-149-0-731 & 733

Attached is correspondence to TXDOT requesting concurrence, engineer's letter of recommendation, cost breakdown, engineer's tabulation sheet.
Thanks,

From: John Paul Lugo [mailto:johnpaul.lugo@co.hidalgo.tx.us]
Sent: Tuesday, November 17, 2009 4:46 PM
To: 'Agapito Vargas'
Cc: lorie.ochoa@co.hidalgo.tx.us
Subject: RE: Low bid award Chapa South and NOrth

Agapito, Dr. Ochoa has reviewed the cost breakdowns for Chapa North and South. Dr. Ochoa is in agreement with covering the cost overruns with transfers from L & P Subdivision enabling you to present the low bid award to C.C. If you have any questions please do not hesitate to contact me.

Sincerely,

John Paul Lugo,
C.A.P. Coordinator, Pct. 1

From: Agapito Vargas [mailto:agapito.vargas@co.hidalgo.tx.us]
Sent: Monday, November 02, 2009 1:59 PM
To: joseph.palacios@co.hidalgo.tx.us; John Paul Lugo
Cc: 'Marcie Jackson'; 'Katia Garcia'; Yvette, Purchaser; Valde
Subject: Low bid award Chapa South and NOrth

Joseph, attached are cost breakdowns for Chapa North and South. Bids have been open on both projects and the low bidder is Asago Construction. Before I present the low bid award to CC, I need from you all to check the numbers on what is available and the cost of construction (turn-key). Both projects have cost overruns based on the low bid and the funds available. As you will see in the spreadsheets for each project, the cost overruns can be covered with transfers from L&P Subdivision. This project was scraped as the precinct had already reconstructed the street(s). Please let me know if the transfers are favorable to you and if they are I will place this item on next Tuesday's agenda.
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!

Chapa South Subdivision
CSJ: 3C1080149
Cost Breakdown
Precinct 1

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	13.04	STA	$300.00	$3,912.00
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	4332	SY	$0.70	$3,032.40
168	Vegetative Watering	217	MG	$4.00	$868.00
247	Flex Base (RD DEL) TY "E" GR4	3501	CY	$4.25	$14,879.25
251	Rewrk Base Mtrl (DC)(TY "D") (8")	3501	SY	$2.00	$7,002.00
310	Prime Coat (MC-30)	584	GAL	$7.00	$4,088.00
340	D-GR HMA (METH) TY-D SAC-B PG76-22	2917	SY	$6.50	$18,960.50
500	Mobilization	1	LS	$1,000.00	$1,000.00
502	Barricades, Signs and Traffic Handling	2	MO	$1,000.00	$2,000.00
666	REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	2570	LF	$1.00	$2,570.00
666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	15	LF	$5.00	$75.00
666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	300	LF	$2.00	$600.00
666	REFL PAV MRK TY I (Y) 4" (SLD(100MIL)	160	LF	$2.00	$320.00
2500	EN-1 Treat (MIX Exst Matl & New Base)(DC)(8")	3501	SY	$1.00	$3,501.00
2500	EN-1 Roadbond (0.0075GAL/SY)	27	GAL	$120.00	$3,240.00
	SubTotal Base Bid				**$66,048.15**
	DRAINAGE				
464	RCP (CL III) (18")	40	LF	$25.00	$1,000.00
506	Temporary Sediment Control Fence	80	LF	$6.00	$480.00
506	Temporary Sediment Control Fence (Remove)	80	LF	$3.00	$240.00
530	Driveways (Asphalt, Concrete, Pavement)	390	SY	$15.00	$5,850.00
556	15" ADS Corrugated Pipe	335	LF	$17.00	$5,695.00
760	Clean and Reshape Ditches Road Side	2600	LF	$1.00	$2,600.00
	SubTotal Drainage				**$15,865.00**
	GrandTotal Roadwork Base Bid and Drainage				**$81,913.15**

Roadwork Allocation:	$ 46,224.00	Drainage Allocation:	$ 9,000.00
*Possible 25% Transfer-In Other Projects (L&P Subdivision:	$ 9,852.96	Transfer In: L&P Subdv.	$ 6,865.00
Contingency Transfer In:	$ 9,971.19	Total Allocation and Transfer:	$ 15,865.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 66,048.15	Low Bid Drainage:	$15,865.00
Low Base Bid Roadwork	$66,048.15	Overrun/Underrun	$ -
Overrun/Underrun	$0.00		

Chapa South Subdivision
CSJ: 3C1080149
Cost Breakdown
Precinct 1

* $500K per mile cap roadwork:

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3							
148							
9-1312-431-00-121-148-0-312	CHAPA NORTH-INDIRECT COST	.00	2,682.07	.00	780.96	1,901.11	29.12
9-1312-431-00-121-148-0-334	CHAPA NORTH-ENG & ARCH SRV	.00	6,866.64	686.33	6,180.31	.00	100.00
9-1312-431-00-121-148-0-339	CHAPA NORTH-OTHER PROF SRV	.00	2,456.04	1,920.62	535.42	.00	100.00
9-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	.00	46,224.00	.00	.00	46,224.00	.00
9-1312-431-00-121-148-0-733	CHAPA NORTH-DRAINAGE DITCHES	.00	16,200.00	.00	.00	16,200.00	.00
9-1312-431-00-121-148-0-899	CHAPA NORTH-CONTINGENCY	.00	11,241.08	.00	.00	11,241.08	.00
148		**.00**	**85,669.83**	**2,606.95**	**7,496.69**	**75,566.19**	**11.79**
149							
9-1312-431-00-121-149-0-312	CHAPA SOUTH-INDIRECT COST	.00	2,577.55	.00	753.35	1,824.20	29.23
9-1312-431-00-121-149-0-334	CHAPA SOUTH-ENG & ARCH SRV	.00	6,074.64	608.47	5,466.17	.00	100.00
9-1312-431-00-121-149-0-339	CHAPA SOUTH-OTHER PROF SRV	.00	2,204.04	1,701.57	502.47	.00	100.00
9-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	.00	46,224.00	.00	.00	46,224.00	.00
9-1312-431-00-121-149-0-733	CHAPA SOUTH-DRAINAGE DITCHES	.00	9,000.00	.00	.00	9,000.00	.00
9-1312-431-00-121-149-0-899	CHAPA SOUTH-CONTINGENCY	.00	9,699.99	.00	.00	9,699.99	.00
149		**.00**	**75,780.22**	**2,310.04**	**6,721.99**	**66,748.19**	**11.92**
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**161,450.05**	**4,916.99**	**14,218.68**	**142,314.38**	**11.85**
9 YEAR 9		**.00**	**161,450.05**	**4,916.99**	**14,218.68**	**142,314.38**	**11.85**

AI-18580 **21.E.1.**

Change Order No.1 Esperanza Estates Subdivision Pct. 2

CC REGULAR

Date:	11/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Acceptance and approval of Change Order No. 1 with contractor Total Commitment, LLC for Esperanza Estates Subdivision, Pct. No. 2 reflecting an increase of $3,000.00 for sewer services adjustments as recommended and submitted through project engineer DOS Logistics, Inc. (C-CAP-09-288-08-04)

BACKGROUND

Contract Price after change order will be $134,181.00.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-262-0-731

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

BUDGETARY IMPACT:

available balance of $3,000.00 as of 11/18/09.

Attachments

Link: Change Order No. 1 Esperanza Estates Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/18/2009 10:20 AM	APRV
2	Purchasing Department	Marty Salazar	11/18/2009 12:06 PM	APRV
3	Budget & Management	Erika Zamora	11/18/2009 01:20 PM	APRV
4	Roland Garcia	Rolando Garcia	11/18/2009 02:30 PM	APRV
5	Auditor's Office	Linda Fong	11/18/2009 04:07 PM	APRV

Form Started By: Marcie Jackson Started On: 11/16/2009 03:18 PM

Final Approval Date: 11/18/2009

CHANGE ORDER NUMBER ONE (1)

PROJECT: ROAD & DRAINAGE CONSTRUCTION FOR ESPERANZA ESTATES SUBDIVISION

DATE OF ISSUANCE: November 13, 2009 **EFFECTIVE DATE:**

OWNER: Hidalgo County Precinct # 2
OWNER's Contract No.: C-CAP-09-288-08-04

CONTRACTOR: TOTAL COMMITMENT, LLC. **ENGINEER:** DOS LOGISTICS INC.

You are directed to make the following changes in the Contract Documents.

Description:

1. **Sewer Services Adjusments.**
2.
3.
4.
5.
6.

Reason for Change Order:

1. **Conflicting sewer services connections.**
2.
3.
4.
5.
6.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:
Original Contract Price $ 131,181.00		Original Contract Time for Substantial Completion: 0 calendar days or dates
Net Changes from previous Change Order $ 0.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 131,181.00		Contract Time prior to this Change Order Substantial Completion: 0 calendar days or dates
Net Increase of this Change Order $ 3,000.00		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 134,181.00	Net % increase (decrease) from original contract price. 2.30 %	Contract Time with all approved Change Orders Substantial Completion: 0 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date Nov. 13. 2009	Date:	Date:

AI-18678 **21.E.2.**

Claims-Millenium Engineers Group & Raba-Kistner-Materials Testing Services-Several Projects-Pct.#2

CC REGULAR

Date:	11/24/2009
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Marcie Jackson, BCAP
Department:	BUDGET & MANAGEMENT

Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.2

Information

CAPTION

Presentation for discussion and approval of claims from Raba-Kistner Consultants, Inc. in the amount of $1,286.10 and Millenium Engineers Group, Inc. in the amount of $1,515.00 for material testing on several colonia projects with authority for county auditor to issue payment after review, audit and processing procedures are completed.

BACKGROUND

Contract expired and did not have an extension. New contract was awarded (contract requires a work authorization) no work authorization was completed.

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-XXX-0-339

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

BUDGETARY IMPACT:

PO# 563494 & 623438 - several invoices will be direct payment.

Attachments

Link: Raba-Kistner Consultants, Inc.

Link: Millenium Invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Roland Garcia (Originator)	Rolando Garcia	11/20/2009 04:08 PM	APRV
2	Purchasing Department	Angela Garcia	11/20/2009 04:56 PM	APRV

Form Started By: Rolando Garcia Started On: 11/19/2009 04:14 PM

Final Approval Date: 11/20/2009

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :019300

COMPLETED

ORIGINAL

Engineering * Testing * Environmental * Facilities * Infrastructure

PROJECT :
AMD0905200
Hidalgo County Pct. No. 2 - Eldora

BILLING DATE :
5/22/2009

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

INVOICE SUMMARY INFORMATION

Gardens - Border Colonia Access Program Contract No. C-Cap-08-018-08-26- San Juan, Hidalgo County, Texas
Proposal #: PMD09-014-00
Project Administration 10%
REVISED INVOICE 6/15/2009

CLAIMS AI-18526 11/24/09
DIRECT PAYMENT
9-1311-431-00-122-252-0-339→$1,064.40

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 5/9/2009

SERVICE DATE	04/10/2009	438.50
SERVICE DATE	04/17/2009	174.20
SERVICE DATE	04/28/2009	200.25
SERVICE DATE	04/29/2009	179.45
SERVICE DATE	04/30/2009	72.00
SUBTOTAL INVOICE		1,064.40
AMOUNT DUE THIS INVOICE **		1,064.40

INVOICE RECEIVED BY: Marcie Jackson ON 6/18/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 6/18/09

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

1,064.

REQ# 146155 P.O.# 581540
9-1311-431-00-122-252-0-339→$1,064.40

PROJECT BUDGET SUMMARY

Project Budget	$	5,879.00
Prior Billings		0.00
Total Available	$	5,879.00

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$	1,064.40
Total of Previous Invoices - Currently Unpaid		0.00
Total Due And Payable	$	1,064.40

(note)
As per conversation w/Marcie Jackson, BCAP, invoice needs to be paid direct.
9/11/09
KS

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Jun-09

PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE : 5/22/2009

PROJECT : AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019300

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
04/10/2009				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M09-011617	1.00	70.750	70.75
MOISTURE DENSITY RELATIONSHIP	M09-011617	1.00	194.750	194.75
SIEVE ANALYSIS WASH THRU #40	M09-011617	1.00	49.000	49.00
VEHICLE TRAVEL CHARGE	M09-011617	1.00	20.000	20.00
SAMPLING TIME	M09-011617	2.50	41.600	104.00
			SUBTOTAL	**438.50**
04/17/2009				
CMT FIELD & LABORATORY TESTING				
FIELD NUCLEAR DENSITY TEST	M09-011714	4.00	17.750	71.00
VEHICLE TRAVEL CHARGE	M09-011714	1.00	20.000	20.00
TECH TIME-DENSITY TESTING	M09-011714	2.00	41.600	83.20
			SUBTOTAL	**174.20**
04/28/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-011862	4.00	13.000	52.00
VEHICLE TRAVEL CHARGE	M09-011862	1.00	20.000	20.00
TECH TIME-CONCRETE TESTING	M09-011862	2.50	41.600	104.00
AIR CONTENT	M09-011862	1.00	24.250	24.25
			SUBTOTAL	**200.25**
04/29/2009				
CMT FIELD & LABORATORY TESTING				
CONCRETE CYLINDER	M09-011912	4.00	13.000	52.00
VEHICLE TRAVEL CHARGE	M09-011912	1.00	20.000	20.00
TECH TIME-CONCRETE TESTING	M09-011912	2.00	41.600	83.20
AIR CONTENT	M09-011912	1.00	24.250	24.25
			SUBTOTAL	**179.45**
04/30/2009				
CMT FIELD & LABORATORY TESTING				
VEHICLE TRAVEL CHARGE	M09-011912	1.00	20.000	20.00
TECH TIME CASTING PICK UP SPEC	M09-011912	1.25	41.600	52.00
			SUBTOTAL	**72.00**

Raba Kistner

BILLING DATE :
5/22/2009

PROJECT :
AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019300

** TOTAL PROJECT AMD0905200 1,064.40

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :R019734

Engineering * Testing * Environmental * Facilities * Infrastructure

BILLING DATE :
9/18/2009

PROJECT :
AMD0910100
Hidalgo County Pct. 2 Border

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Agapito Vargas
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

C-CAP-08-023-09-02

11.12.09

INVOICE SUMMARY INFORMATION

CLAIMA AI-18526 11/24/09
REQ# 163438 P.O.#630373
9-1311-431-00-122-240-1-339→$221.70

Colonia Access Program - Round 3 - Colonia a El Charro -
C-Cap-08-023-09-02 - Hidalgo County, Texas
R-K Proposal No. PMD09-224-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 9/5/2009

SERVICE DATE	08/04/2009	221.70
SUBTOTAL INVOICE		221.70
AMOUNT DUE THIS INVOICE **		221.70

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

PROJECT BUDGET SUMMARY

Project Budget	$	4,033.26
Prior Billings		0.00
Total Available	$	4,033.26

PROJECT ACCOUNTS RECEIVABLE SUMMARY

Amount Due This Invoice	$	221.70
Total of Previous Invoices - Currently Unpaid		0.00
Total Due And Payable	$	221.70

INVOICE RECEIVED BY: Monica Jackson ON 9/22/09
GOODS/SERVICES RECEIVED BY: Monica Jackson ON 9/22/09

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.

AP Sep-09

PLEASE PAY FROM THIS INVOICE.

Raba Kistner

BILLING DATE :
9/18/2009

PROJECT :
AMD0910100 A14055
Hidalgo County Pct. 2 Border
Hidalgo County Precinct 2

INVOICE # :R019734

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUNT
08/04/2009				
CMT FIELD & LABORATORY TESTING				
ATTERBERG LIMIT	M09-013621	1.00	$ 70.750	$ 70.75
SIEVE ANALYSIS 200 ONLY	M09-013621	1.00	$ 47.750	$ 47.75
SAMPLING TIME	M09-013621	2.00	$ 41.600	$ 83.20
VEHICLE TRAVEL CHARGE	M09-013621	1.00	$ 20.000	$ 20.00
			SUBTOTAL	**$ 221.70**
			** **TOTAL PROJECT AMD0910100**	**$ 221.70**

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
5/9/2008	07M230-56

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13
2.13.07-631.08

Terms	Due Date	Project
Net 30	6/8/2008	07M230-Las HaciendasCSJ108041221 PO563494

Description	Qty	Rate	Amount
Bituminous Compacted Specimen SPG Same as Maximum Theoretical SPG	1	$50.00	$50.00
Clerical/Administrative	1	$40.00	$40.00
Engr. Technician (Asphalt)	0.75	$40.00	$30.00

CLAIMA AI-18526 11/24/09
REQ# 85132 P.O.#563494
9-1311-431-00-122-412-0-339→$120.00

INVOICE RECEIVED BY: Marcie Jackson ON 10/27/09
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/27/09

We thank you for your prompt payment. Please remit to the above address.

Total	$120.00
Payments/Credits	$0.00
Balance Due	$120.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Las Haciendas
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: TRC Utilities

M.E.G. Report Number: 07M230-56-1
Date Sampled: 03-6-08
Material Type: D
Material Source: Frontera Progresso Plant

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	100.0	100
3/8	96.6	85-100
No. 4	67.2	50-70
No. 10	37.7	32-42
No. 40	19.4	11-26
No. 80	5.5	4-14
No. 200	3.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 4.9 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.486

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.428

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 97.6

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/19/2008	07M13-19

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.006.02.13
2.13.07-6.31.08

Terms	Due Date	Project
Due on receipt	9/19/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores) Same as Density of Asphalt Cores	10	$25.00	$250.00
Asphalt Cores	10	$30.00	$300.00
Clerical/Administrative	1	$40.00	$40.00
Engr. Technician (Asphalt)	2.75	$40.00	$110.00

CLAIMA AI-18526 11/10/09
REQ# 85132 P.O.#563494
9-1311-431-00-122-494-1-339→$700.00

INVOICE RECEIVED BY: Marie Jacks ON 10/27/09
GOODS/SERVICES RECEIVED BY: Marie Jacks ON 10/27/09

We thank you for your prompt payment. Please remit to the above address.

Total	$700.00
Payments/Credits	$0.00
Balance Due	$700.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Asphaltic Pavement Cores Report

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-19-1
Date Tested: 8-06-08
Date Reported: 8-21-08
Core Location: Roadways
Asphalt Type: D
Material Source : Frontera Materials

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.523

Test #	Location	Thickness, In.	Core Density %
1	Apache Trail	1 1/2"	87.8
	250' N of Sioux Rd		
	Northbound Lane		
2	Apache Trail	1 7/8"	89.2
	750' N of Sioux Rd		
	Southbbound Lane		
3	North St.	2"	91.9
	175' E of Apache Trail		
	Westbound Lane		

Remarks:

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

Asphaltic Pavement Cores Report

Project Description: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

M.E.G. Report Number: 07M13-19-1
Date Tested: 8-06-08
Date Reported: 8-21-08
Core Location: Roadways
Asphalt Type: D
Material Source : Frontera Materials

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.523

Test #	Location	Thickness, In.	Core Density %
4	Mohawk 200' S of North St. Southbound Lane	1 1/2"	89.4
5	Mohawk 75' N of Sioux Rd. Northbound Lane	2.13	94.6

Remarks:

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/10/2008	07M13-20

C-CAP-08-023a-09-02

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/10/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Stability AVEEM	1	105.00	105.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	0.5	40.00	20.00

P.O.# 563494

9-1311-431-00-122-494-1-339

$165.00

RECEIVED
JAN - 8 2009
HIDALGO COUNTY
AUDITOR'S
OFFICE

CLAIMA AI-18526 11/24/09
REQ# 85132 P.O.#563494
9-1311-431-00-122-494-1-339→$165.00

INVOICE RECEIVED BY: Marcie Jackson ON 10/7/08
GOODS/SERVICES RECEIVED BY: Marcie Jackson ON 10/7/08

We thank you for your prompt payment. Please remit to the above address.

Total	$165.00
Payments/Credits	$0.00
Balance Due	$165.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
9/10/2008	07M13-20

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

Terms	Due Date	Project
Net 30	10/10/2008	07M13-N.AlamoVillageCSJ108049421 PO563494

Description	Qty	Rate	Amount
Stability HVEEM STABility contract price Should be $105.00	1	~~85.00~~ 105.00	~~85.00~~ 105.00
Clerical/Administrative	1	40.00	40.00
Engr. Technician (Asphalt)	0.5	40.00	20.00

K/P/Laura from Vendor will make corrections PO. 10/6/08 3:54.

P.O.# 563494

8.1311.431.00.122.494.1.339

$ 165.00

RECEIVED OCT - 8 2008 HIDALGO COUNTY AUDITOR'S OFFICE

INVOICE RECEIVED BY: _____ ON 9/18/08
GOODS/SERVICES RECEIVED BY: Hector Palacios 9/10/08

INVOICE RECEIVED BY: _____ ON 10/1/08
GOODS/SERVICES RECEIVED BY: _____ ON 10/1/08

We thank you for your prompt payment. Please remit to the above address.

Total	~~$165.00~~ $145.00
Payments/Credits	$0.00
Balance Due	~~$165.00~~ $145.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

HVeem Stability Report $105.00

Project Name: North Alamo Village
Client: Hidalgo County Precinct No. 2
Engineer: R. Gutierrez Engineering
Architect: N/A
Contractor: Closner Construction

MEG Report Number: 07M13-20-1
Date Sampled: 6-25-08
Date Reported: 8-21-08
Type: D
Sample Location: Mohawk St.

Hveem Stability

Procedure Utilized: Tex-208-F

Average Hveem Stability (%):	Specified Minimum
55	35

v

Remarks: _____

Raul Palma, Senior Materials Engineer

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Invoice

Date	Invoice #
2/25/2008	07M19-21

Bill To
Hidalgo County Precinct 2 Commissioner Hector Palacios 301 E. State St. Pharr, Texas 78577

C.CAP.07.DDL.D2.13
2.13.07-L.31.08

Terms	Due Date	Project
Net 30	3/26/2008	07M19-Southfork Est.CSJ108068321 PO563494

Description	Qty	Rate	Amount
Asphalt Density (In-Place, Cores) Same as Density of Asphaltic Cores	6	$ 25.00	$ 150.00
Asphalt Cores (Min. 6 Each)	6	$ 30.00	$ 180.00
Bituminous Mix Theoretical SPG same as Maximum theoretical spg	1	$ 50.00	$ 50.00
Clerical/Administrative	1	$ 40.00	$ 40.00
Engr. Technician (Asphalt)	2.75	$ 40.00	$ 110.00

CLAIMS AI-18526 11/10/09
REQ# 154754 P.O.# 623438
9-1311-431-00-122-683-0-339→$530.00

INVOICE RECEIVED BY: Marie Jackson ON 10/30/09
GOODS/SERVICES RECEIVED BY: Marie Jackson ON 10/27/09

We thank you for your prompt payment. Please remit to the above address.

Total	$ $530.00
Payments/Credits	$0.00
Balance Due	$ $530.00

Phone #	Fax #
(956) 383-8522	(956) 383-0295

Asphaltic Pavement Cores Report

Project Description: Southfork Estates
Client: Hidalgo County Precinct No. 2
Engineer: Hinojosa Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 07M19-21-1
Date Tested: 1-17-08
Date Reported: 2-04-08
Material Description: Asphalt Type D
Material Location: Roadways

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.460

Test #	Location	Thickness	Core Density %
1	E. Nani St.	1 3/4"	90.2
	150' W of I Road		
	West Bound Lane		
2	E. Gary	1 3/4"	91.9
	100' W of I Road		
	West Bound Lane		
3	E Wayne	1 1/2"	89.3
	150' W of I Road		
	West Bound Lane		

Remarks:

Raul Palma, Senior Materials Engineer

Asphaltic Pavement Cores Report

Project Description: Southfork Estates
Client: Hidalgo County Precinct No. 2
Engineer: Hinojosa Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 07M19-21-1
Date Tested: 1-17-08
Date Reported: 2-04-08
Material Description: Asphalt Type D
Material Location: Roadways

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F) Gr= 2.460

Test #	Location	Thickness	Core Density %
4	E. Nani Road	1 3/4"	90.1
	650' W of I Rd		
	East Bound Lane		
5	E. Gary	1 7/8"	92.0
	700' W of I Rd		
	East Bound Lane		
6	E. Wayne	1 5/8	88.9
	650' W of I Road		
	East Bound Lane		

Remarks:

Raul Palma, Senior Materials Engineer

M.E.G.
MILLENNIUM ENGINEERS GROUP, INC. Engineering-Geotechnical & Construction Materials Testing and Inspection-Pavement Engineering

Hot Mix Asphaltic Concrete Pavement Report

Project Description: Southfork Estates
Client: Hidalgo County Precinct No. 2
Engineer: Hinojosa Engineering
Architect: N/A
Contractor: N/A

M.E.G. Report Number: 07M19-21-2
Date Sampled: 1-17-08
Date Tested: Asphalt Tupe D
Date Reported: 2-05-08
Material Source: Ballenger Plant

Tex-200-F Sieve Analysis of Fine and Coarse Aggregates

Sieve Size	Results (% Passing)	Ty D / Fine Surface Requirements
1/2	99.7	100
3/8	96.0	85-100
No. 4	50.2	50-70
No. 10	34.6	32-42
No. 40	19.8	11-26
No. 80	10.7	4-14
No. 200	5.0	1-6

Asphalt Content (Vacuum Method) (Tex-210-F)

Asphalt Content 5.4 %

Maximum Specific Gravity of Bituminous Mixtures (Tex-227-F)

Gr= 2.460

Bulk Specific Gravity of Compacted Bituminous Mixtures (Tex-207-F)

Ga= 2.417

Density of Compacted Bituminous Mixtures (Tex-207-F)

Density in %= 98.3

Remarks: _____

Raul Palma, Senior Materials Engineer

P.O. Box 4569 - Edinburg, Texas 78540 - Telephone: 956-383-8522 - Fax: 956-383-0295

AI-18586 **21.F.1.**

Change Order No.1 Jessan Subdivision Pct. No. 3

CC REGULAR

Date:	11/24/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Presentation for consideration, discussion, acceptance and approval of Change Order No. 1 with contractor M Construction LTD for Jessan Subdivision, Pct. No. 3 reflecting an decrease in the amount of $6,156.87 because of Quantitative adjustments based on revision 1 as submitted through project engineer Hinojosa Engineering, Inc. (C-CAP-09-131-05-05)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1XXX-431-00-123-350-0-73X

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

BUDGETARY IMPACT:

Change Order will decrease P.O. #630176 in the amount of $6,156.87 leaving the P.O. with a balance of $40,626.15. Pending P.O. Increase of $639.13 for roads, refer to AI - 18662 (11/24/09 CC). Please refer to attached P.O. #630176.

Attachments

Link: Change Order No. 1 Jessan Subdivision

Link: P.O. #630176

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/18/2009 10:20 AM	APRV
2	Purchasing Department	Marty Salazar	11/18/2009 12:08 PM	APRV
3	Budget & Management	Erika Zamora	11/18/2009 01:21 PM	APRV
4	Perla Lopez	Perla Lopez	11/19/2009 01:57 PM	APRV
5	Auditor's Office	Angela Garcia	11/19/2009 02:23 PM	APRV
6	Perla Lopez	Perla Lopez	11/19/2009 03:57 PM	APRV

Form Started By: Marcie Jackson Started On: 11/17/2009 09:06 AM

Final Approval Date: 11/19/2009

CHANGE ORDER

NO. 1

PROJECT: Jessan Subdivision

DATE OF ISSUANCE: 10/30/2009

OWNER: Hidalgo County Precinct No.3
ADDRESS: 301 East State Street
Pharr, Tx 78577

OWNER'S PROJECT NO.: CAP-09-131-05-05

CONTRACTOR: M Construction LTD
ADDRESS: PO Box 250
Mission, TX 78503

ENGINEER: Hinojosa Engineering, Inc

CONTRACT FOR: $46,783.02

ENGINEER'S PROJECT NO.: 06-367

You are hereby directed to make the following changes in the Contract Documents.

Description: Quantitative adjustments based on revision 1

Purpose: Final Quantitative Adjustments.

Attachments: 1. Tabulation of items to be reconciled.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIME:
Original Contract Price: $46,783.02	**Original Contract Time:** 45 working days **days**
Previous Change Order No.s: 0 — $0.00	**Change from Previous Change Orders** 0 working days **days**
Contract Price prior to this Change Order $46,783.02	**Contract Time prior to this Change Order** 0 working days **days**
Net Decrease of this Change Order $6,156.87	**Net Increase of this Change Order** 0 working days **days**
Contract Price with all approved Change Orders $40,626.15	**Contract Time with all approved Change Orders** 45 working days **days**

APPROVED:

Owner **Date**
Hidalgo County Judge

APPROVED:

11-13-09
Contractor **Date**
M Construction LTD

RECOMMENDED:

11-09-09
Engineer **Date**
Hinojosa Engineering, Inc.

Estimate Quantity Update Worksheet
Jessan Subdivision
Colonia Access Program Project - Precinct No. 3
CAP-09-131-05-05
Contractor: M Construction LTD

						RFP 1 & Final			Balance to Finish	
Item No.	Description	Quantity	Unit	Unit Price	Project Amount	Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Quantity	Dollars
ROADWAY										
100	Preparing ROW	4.26	STA	$600.00	$2,556.00	4.6	4.6	$2,760.00	0	$0.00
134	Backfill (Type "A")	4.26	STA	$200.00	$852.00	4.26	4.26	$852.00	0	$0.00
247	Flexible Base (Complete in Place) (Type "D" Grade VI) (8")	294.49	CY	$28.00	$8,245.72	294	294	$8,232.00	0	$0.00
262	Lime Trt for BS Cse	1481.17	SY	$1.50	$2,221.76	1481	1481	$2,221.50	0	$0.00
262	Lime (TY A Slurry), (TY B or TY C)	6.31	TON	$150.00	$945.75	6.3	6.3	$945.00	0	$0.00
251	Reworking Base Material (DC) (TY D CL2)	294.49	CY	$6.50	$1,914.19	294.5	294.5	$1,914.25	0	$0.00
502	Barricades, Signs and Traffic Handling	1.5	MO	$500.00	$750.00	1.5	1.5	$750.00	0	$0.00
5249	Temp Sediment Control Fence	104	LF	$5.00	$520.00	104	104	$520.00	0	$0.00
5249	Temp Sediment Control Fence (Remove)	104	LF	$4.00	$416.00	104	104	$416.00	0	$0.00
506	Construction Exits (TY 2) (Install)	72	SY	$15.00	$1,080.00	72	72	$1,080.00	0	$0.00
506	Construction Exits (TY 2) (Remove)	72	SY	$7.00	$504.00	72	72	$504.00	0	$0.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$17.00	$1,224.00	72	72	$1,224.00	0	$0.00
644	Small Road Sign Assm (Ty A)	0	EA	$450.00	$0.00	1	1	$450.00	0	$0.00
ALTERNATE NO.1										
310	Asphalt Material (MC-30)	296.23	GAL	$7.00	$2,073.61	296.2	296.2	$2,073.40	0	$0.00
340	Asphalt Concrete (Type "D")	1242	SY	$8.00	$9,936.00	1242	1242	$9,936.00	0	$0.00
DRAINAGE										
464	RCP (CL III) (18")	84	LF	$22.00	$1,848.00	56	56	$1,232.00	0	$0.00
464	RCP (CL III) (15")	272	LF	$18.00	$4,896.00	62	62	$1,116.00	0	$0.00
467	Safety End Treatment (Pre-Cast)	2	EA	$800.00	$1,600.00	2	2	$1,600.00	0	$0.00
530	Driveways (Asphalt, Concrete, Pavement)	315	SY	$15.00	$4,725.00	150	150	$2,250.00	0	$0.00
530	Driveways (Concrete)	19	SY	$25.00	$475.00	22	22	$550.00	0	$0.00
				TOTAL	**$46,783.02**		TOTALS:	$40,626.15	Totals:	$0.00

Roadway: $33,878.15
Drainage: $6,748.00

Purchase Order Inquiry - FUINQ01A 9/17/2007 5:30 pm

PO Number 630176
PO Date 10-09-2009
Requisition No 00155030
Owner NCEBALLOS
PO Type

Vendor No 370061
Vendor Name M. CONSTRUCTION, LTD
Address 2817 COLBATH
MCALLEN, TX 78505

PO Total **46,783.02**
Payment Total

Detail | Header | Payment Info | Journals

Line No	Quantity Ordered	Quantity Received	Description	Unit Price	Amount
1	1		Road and Drainage Construction for Jessan Subdivision □No name roa	46,783.020	46,783.02

Total **46,783.02**

Account Number	Description	Amount	Amount Liq
9-1311-431-00-123-350-0-733	JESSAN S/D-DRAINAGE DITCHES	13,544.00	.00
9-1311-431-00-123-350-0-731	JESSAN S/D-ROADS	25,366.30	.00
9-1203-431-00-123-350-0-731	PCT.3-JESSAN S/D-ROADS	7,872.72	.00

AI-18646 **21.F.2.**

BCAP Application for Payment No. 1 & Final Jessan Subdivision Pct. No. 3
CC REGULAR

Date: 11/24/2009
Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For: Agapito Vargas
Department: COLONIA ACCESS PROGRAM
Agenda Category: Purchasing Department **Purchasing only:** CAP Pct.3

Information

CAPTION

Acceptance and approval of Application for payment No. 1 & Final in the amount of $36,563.53 from M Construction LTD, as reviewed and submitted by Hinojosa Engineering Inc. C-CAP 09-131-05-05

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1311-431-00-123-350-0-731/733
FUNDS AVAILABLE Y/N?: Y/Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in P.O. #630176 as of 11/19/09 after Change Order No. 1 (AI - 18586 11/24/09 CC) is $32,114.30.
Obj. Code 731: Pending P.O. Increase, please refer to AI - 18662 transfer (11/24/09 CC) of $639.13.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-350-0-731
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds in P.O. #630176 as of 11/19/09 is $7,872.72.

Attachments

Link: Application for Payment #1 & Final Jessan S/D

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas		11/20/2009 04:56 PM	PEND
2	Purchasing Department	Marty Salazar	11/19/2009 12:19 PM	APRV
3	Budget & Management	Erika Zamora	11/19/2009 01:13 PM	APRV
4	Perla Lopez	Perla Lopez	11/19/2009 03:56 PM	APRV
5	Auditor's Office		11/20/2009 04:56 PM	NEW

Form Started By: Marcie Jackson Started On: 11/18/2009 05:01 PM

APPLICATION FOR PAYMENT NO. 1 & Final

To: Hidalgo County (OWNER)
From: M Construction LTD (CONTRACTOR)
Contract: CAP-09-131-05-05
Project: Road and Drainage Construction of Jessan Subdivision
OWNER's Contract No. CAP-09-131-05-05 ENGINEER's Project No. 06-367
For Work accomplished through the date of: 10/30/2009

1.	Original Contract Price:		$	46,783.02
2.	Net change by Change Orders and Written Agreements (+ or -):		$	(6,156.87)
3.	Current Contract Price (1 plus 2):		$	40,626.15
4.	Total completed and stored to date:		$	40,626.15
5.	Retainage (per Agreement):			
	10% of completed Work:	$ 4,062.62		
	0% of stored material:	$ -		
	Total Retainage:		$	4,062.62
6.	Total completed and stored to date less retainage (4 minus 5):		$	36,563.53
7.	Less previous Application for Payments:		$	-
8.	**AMOUNT DUE THIS APPLICATION (6 MINUS 7):**		$	36,563.53

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 11-18-09 M. Construction LTD
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 18 day of November, 2009

Mayela G Duque
Notary Public
My Commission expires: 11/21/2009

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 11-18-09 HINOJOSA ENGINEERING INC
ENGINEER
By:

Mayela G Duque
My Commission Expires
11/21/2009

M Construction, LTD	Contractor Name
October 30, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	1 & Final
Application Date:	
Period To:	
Engineer Firm:	Hinojosa Engineering, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Application No 1 & Final	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
CSJ# 2C1080350	Jessan Subdivision	$ 46,783.02	$ 40,626.15	$ 40,626.15	$ -	$ -	$ 40,626.15	$ -	$ 4,062.62	$ 36,563.53	$ -	$ 36,563.53
		$ 46,783.02	$ 40,626.15	$ 40,626.15	$ -	$ -	$ 40,626.15	$ -	$ 4,062.62	$ 36,563.53	$ -	$ 36,563.53

Estimate Quantity Update Worksheet
Jessan Subdivision
Colonia Access Program Project - Precinct No. 3
CAP-09-131-05-05
Contractor: M Construction LTD

Item No.	Description	Quantity	Unit	Unit Price	Project Amount	RFP 1 & Final			Balance to Finish	
						Monthly Quantity	Quantity to Date	Item Cost (Monthly)	Quantity	Dollars
ROADWAY										
100	Preparing ROW	4.26	STA	$600.00	$2,556.00	4.6	4.6	$2,760.00	0	$0.00
134	Backfill (Type "A")	4.26	STA	$200.00	$852.00	4.26	4.26	$852.00	0	$0.00
247	Flexible Base (Complete in Place) (Type "D" Grade VI) (8")	294.49	CY	$28.00	$8,245.72	294	294	$8,232.00	0	$0.00
262	Lime Trt for BS Cse	1481.17	SY	$1.50	$2,221.76	1481	1481	$2,221.50	0	$0.00
262	Lime (TY A Slurry), (TY B or TY C)	6.31	TON	$150.00	$945.75	6.3	6.3	$945.00	0	$0.00
251	Reworking Base Material (DC) (TY D CL2)	294.49	CY	$6.50	$1,914.19	294.5	294.5	$1,914.25	0	$0.00
502	Barricades, Signs and Traffic Handling	1.5	MO	$500.00	$750.00	1.5	1.5	$750.00	0	$0.00
5249	Temp Sediment Control Fence	104	LF	$5.00	$520.00	104	104	$520.00	0	$0.00
5249	Temp Sediment Control Fence (Remove)	104	LF	$4.00	$416.00	104	104	$416.00	0	$0.00
506	Construction Exits (TY 2) (Install)	72	SY	$15.00	$1,080.00	72	72	$1,080.00	0	$0.00
506	Construction Exits (TY 2) (Remove)	72	SY	$7.00	$504.00	72	72	$504.00	0	$0.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	72	SY	$17.00	$1,224.00	72	72	$1,224.00	0	$0.00
644	Small Road Sign Assm (Ty A)	0	EA	$450.00	$0.00	1	1	$450.00	0	$0.00
ALTERNATE NO.1										
310	Asphalt Material (MC-30)	296.23	GAL	$7.00	$2,073.61	296.2	296.2	$2,073.40	0	$0.00
340	Asphalt Concrete (Type "D")	1242	SY	$8.00	$9,936.00	1242	1242	$9,936.00	0	$0.00
DRAINAGE										
464	RCP (CL III) (18")	84	LF	$22.00	$1,848.00	56	56	$1,232.00	0	$0.00
464	RCP (CL III) (15")	272	LF	$18.00	$4,896.00	62	62	$1,116.00	0	$0.00
467	Safety End Treatment (Pre-Cast)	2	EA	$800.00	$1,600.00	2	2	$1,600.00	0	$0.00
530	Driveways (Asphalt, Concrete, Pavement)	315	SY	$15.00	$4,725.00	150	150	$2,250.00	0	$0.00
530	Driveways (Concrete)	19	SY	$25.00	$475.00	22	22	$550.00	0	$0.00
				TOTAL	**$46,783.02**		TOTALS:	$40,626.15	Totals:	$0.00

Totals to Date

Roadway:	$33,878.15	Roadway:	$33,878.15	Roadway:	$0.00
Drainage:	$6,748.00	Drainage:	$6,748.00	Drainage:	$0.00
Total:	$40,626.15				

Prepared and Checked By: Signature: _____ Date: 11-19-09

Printed Name: Ricardo Hinojosa, P.E.

AI-18672 **21.G.1.**

"Specialty Printed Items & Related Supplies"

CC REGULAR

Date:	11/24/2009
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Co. Wide

Information

CAPTION

Approval of clarification on action taken by Commissioners Court on 11/17/09 on the announcement of bid award and approval of Contract for "Specialty Printed Items & Related Supplies" - Bid No 2009-443-11-04-YZV to be corrected and read as follows:

a. Section I - Sheriff's Office: **Scott Merriman** (Inmate Trust Fund Receipt Books);

b. Section II - District Clerk's Office(1) **Scott Merriman** Minute Binders, Minute Paper, #10 Envelopes, #28 Catalog Envelopes White Stock - No Window) (2) **Curtis 1000** - Letterhead Paper;

c. Section III - County Clerks: **Scott Merriman** (Booklet Envelopes, Bound Books, Birth/Marriage Envelopes, Marriage Licenses/Certified Marriage License, Ply Envelopes for Wallet Cards, Banknotes)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-550

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

BUDGETARY IMPACT:

Jail-Available Balance as of 11-20-09 $3,368.06

2010 approved budget for obj. 550 "Printing & Binding" is $18,000.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-40-180-001-0-550

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

BUDGETARY IMPACT:

Co. Clerk-Available balance as of 11-20-09 $9,653.96

2010 approved budget for obj. 550 "Printing & Binding" is $30,000.00

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-090-001-0-550

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

BUDGETARY IMPACT:

District Clerk-Available balance as of 11-20-09 $736.18

2010 approved budget for obj. 550 "Printing & Binding" is $45,000.00

Attachments

Link: Curtis1000 -Contract

Link: Scott Merriman-Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Nielda Cavazos	11/20/2009 09:16 AM	APRV
2	Budget & Management	Erika Zamora	11/20/2009 09:34 AM	APRV
3	Ivan Cantu	Ivan Cantu	11/20/2009 09:52 AM	APRV
4	Auditor's Office	Linda Fong	11/20/2009 04:34 PM	APRV

Form Started By: Yolanda Velasquez Started On: 11/19/2009 03:29 PM

Final Approval Date: 11/20/2009

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-443A-11-17

THIS CONTRACT is made and entered into this **17th** day of **November, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Curtis 1000 Inc.,** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"SPECIALITY PRINTED ITEMS AND RELATED SUPPLIES (Letter Head Paper)"** 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 beginning **November 17, 2009** and ending on **November 16, 2010.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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 **Curtis 1000, Inc.**
P.O. Box 4547
McAllen, Texas 78502

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:_____
Rene A. Ramirez, 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

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 26, 2009

RE: Hidalgo County
Request for Bids – Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid Nº 2009-443-11-04-YZV

Dear Gentlemen:

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/yzv

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid No: 2009-443-11-04-YZV

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

10/27/09
Date

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

Bid No: 2009-443-11-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "SPECIALTY PRINTING ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

NOVEMBER 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Specialty Printing Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-443-11-04-yzv-Specialty Printing Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 04, 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-2009-443-11-04-yzv-RFB-Specialty Printing Items and Related Supplies– Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. 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

15. 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 - **"Specialty Printed Items and Related Supplies - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**November 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. 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.

21. 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.

22. 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.

23. 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.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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
"Specialty Printed Items and Related Supplies"
BID NO.: 2009-443-11-04-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 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: _____

EXHIBIT "A"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
RFB Nº 2009-443-11-04-YZV

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies".

Specifications:

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product

Vital Statistics Forms: Bidder(s) shall ensure that printing of all forms is in compliance with the instructions and requirements contained in Texas.....(See blue sticky)

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a compete and ready to use product. No additional set-up fees, change fees, typesetting fees or delivery fees will be paid by Hidalgo County.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders if requested and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity
Inmate Trust Fund Receipt Books • Finished Size: 7 ¼" x 11" • Color Sequence: 3 part NCR white, canary, pink • Four Receipts to a page: 3 horizontal perforations • Pages per book:50 sheets (200 numerical receipts per books) • Imprint Colors: Black and Red for Numbers • Numbering: Four (4) numbers per page • Starting Number: **Nº 588101**	200

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity
Minute Binder • Indestructo Binders • Injection molded covers of high impact, polystyrene • Heritage Recorder Metal • Swing-away hinge flap or angle tab (xer-cap) • Capacity 1 ¾" – 3" • 11 lines of lettering	750
Minute Paper • Byron Weston Xerographic (Bright White) • 100 % Cotton (Rag) • 8 ½" x 14" Paper • Rectangle Hole Punch • 500 Sheets per ream	2,000 Reams
#10 Envelopes • Item Size 4 ⅛" x 9 ½" • Description: 25% Cotton • Imprint Specifications/Process: Flat Print • Imprint Location: Front • Imprint colors: 2PMS Colors	70,000
#28 Catalog Envelopes White Stock – No Window • Item Size: 10" x 13 • Description:2500 Thermo Graphed • Imprint Specifications/ Process: Flat Print • Imprint Location: Front • Imprint Colors: 2PMS Colors	10,000
Letterhead Paper • Item Size 8 ½" x 11" • 25% Cotton • Imprint Specifications/Process: Flat Print/County Seal w/Foil • Imprint colors 2 PMS	20,000

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity
Booklet Envelopes • 9½" x 12" Booklet Envelopes • 28# White Stock • With or without peel and stick feature • Printed two (2) color • Special Window	6,000
Bound Books • ¾" Bound Books • Hand Sewn • Red Imitation Leather sides • Red leather Spine and corners • Printed 4 colors • 2 sides on special 100% Cotton archival Byron Weston Linen Ledger • 320 Sheets capability per book • Special Metal rim index in the front • Plain Hubs	2
Birth/Marriage Envelopes • Custom Design • Printed gold ink one side • White crushed marble stock • Finished Size : 4" x 9.5" closed after printing • Folded and glued	6,000
Marriage License/Certified Marriage License • Printed 1/1 color • 32# Custom Ledger that is archival and correct off white color for Marriage License • Certified are numbered front and back	3,000
Poly Envelopes for Wallet Cards • 2 ¾" x 4" • With a special archival poly that will not react chemically with the in k of the cards	3,000
Banknotes • Watermark • Security Fibers • Optically Dead Chemically Sensitive Security Paper • Paper Treated with laser Toner Retention	10,000 pages

• Engraved Intaglio Printing • Engraved Intaglio Latent Images "V" and R" • Engraved "Vital Record" Micro-print • State/City Departmental Name of Vital Record • State/City/Departmental Seals • "Void" Copy Background • Prismatic Print • Screened State/City/Departmental Seal • Erasure Sensitive Inks • Sequential Control Numbering & Barcoding	

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

4. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

5. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

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 the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, October 28, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, October 30, 2009**

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200		

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750		
Minute Paper	2,000 reams		
#10 Envelopes	70,000		
#28 Catalog Envelopes White Stock – No Window	10,000		
Letterhead Paper	20,000		

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000		
Bound Books	2		
Birth/Marriage Envelopes	6,000		
Marriage License/Certified Marriage License	3,000		
Poly Envelopes for Wallet Cards	3,000		
Banknotes	10,000 pages		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____ **email:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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	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	$
					IRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER 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	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ 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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-443

THIS CONTRACT is made and entered into **this**____day of_____, **200** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **A**_____@ of _____ (the "Services"); and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. 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 **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ 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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200	7.13/EA	1426.00

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750	No Bid	
Minute Paper	2,000 reams	No Bid	
#10 Envelopes	70,000	42.03/100	$2942.10
#28 Catalog Envelopes White Stock – No Window	10,000	106.01/1000	$1060.10
Letterhead Paper	20,000	118.60/1000	$2372.00

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000	$209.43/1000	$1256.58
Bound Books	2	No Bid	
Birth/Marriage Envelopes	6,000	No Bid	
Marriage License/Certified Marriage License	3,000	No Bid	
Poly Envelopes for Wallet Cards	3,000	No Bid	
Banknotes	10,000 pages	No Bid	

OPENED
9:49 am
11-04-09
Witnessed

BIDDER/COMPANY NAME: Curtis 1000

ADDRESS: P.O. Box 4547

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE №: 956-605-1309 **FAX №:** 956-631-1001

CELLULAR №: 956-605-1309 **email:** OZAPATA@CURTIS1000.COM

AUTHORIZED SIGNATURE:

PRINTED NAME: Oscar Zapata

TITLE: Sales Rep

EXHIBIT "C"
INSURANCE REQUIREMENTS

THE STATE OF TEXAS §

§

COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-443-11-17

THIS CONTRACT is made and entered into this **17th** day of **November, 2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Scott Merriman, Inc,** a **Texas Corporation**. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"SPECIALITY PRINTED ITEMS AND RELATED SUPPLIES"** 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 beginning **November 17, 2009** and ending on **November 16, 2010.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, 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 **Scott Merriman, Inc.**
11212 Good Night Lane #200
Dallas, Texas 75229

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:_____
Rene A. Ramirez, 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

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 26, 2009

RE: Hidalgo County
Request for Bids – Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid Nº 2009-443-11-04-YZV

Dear Gentlemen:

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/yzv

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

Hidalgo County
"Specialty Printed Items and Related Supplies"
Bid No: 2009-443-11-04-YZV

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

10/27/09
Date

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

Bid No: 2009-443-11-04	Buyer: Yolanda Z. Velasquez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY DEPARTMENT "SPECIALTY PRINTING ITEMS AND RELATED SUPPLIES"

BID OPENING DATE

NOVEMBER 04, 2009

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"Specialty Printing Items and Related Supplies-Hidalgo County"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-443-11-04-yzv-Specialty Printing Items and Related Supplies – Hidalgo County "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, NOVEMBER 04, 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-2009-443-11-04-yzv-RFB-Specialty Printing Items and Related Supplies– Hidalgo County".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general

kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. 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

15. 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 - **"Specialty Printed Items and Related Supplies - Hidalgo County"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County – Auditor's Office
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

16. Schedule of Events

Bid Opening, 9:30 AM	**November 04, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

17. 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.

18. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

19. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with

Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

20. 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.

21. 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.

22. 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.

23. 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.

24. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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
"Specialty Printed Items and Related Supplies"
BID NO.: 2009-443-11-04-yzv

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 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: _____

EXHIBIT "A"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
RFB Nº 2009-443-11-04-YZV

The Hidalgo County Purchasing Department is seeking bids from qualified vendors to provide all materials, supplies, equipment, tools, services and labor necessary on "Specialty Printed Items and Related Supplies".

Specifications:

Listed are minimum requirements and are intended to govern the general printing services, including all material necessary for a finished product

Vital Statistics Forms: Bidder(s) shall ensure that printing of all forms is in compliance with the instructions and requirements contained in Texas.....(See blue sticky)

Pricing: All pricing submitted shall be inclusive of all reproduction costs to produce a compete and ready to use product. No additional set-up fees, change fees, typesetting fees or delivery fees will be paid by Hidalgo County.

Samples/Demos/Proofs: When requested, samples/demos/proofs shall be furnished to the County at no additional cost.

Pick-up and Delivery Requirements: Successful bidder shall pick-up orders if requested and shall deliver all completed work to the addresses listed on the County Purchase order. Inside delivery locations will be stated on each Hidalgo County Purchase Order. Inside delivery shall be included in the bid price.

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity
Inmate Trust Fund Receipt Books • Finished Size: 7 ¼" x 11" • Color Sequence: 3 part NCR white, canary, pink • Four Receipts to a page: 3 horizontal perforations • Pages per book:50 sheets (200 numerical receipts per books) • Imprint Colors: Black and Red for Numbers • Numbering: Four (4) numbers per page • Starting Number: **Nº 588101**	200

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity
Minute Binder • Indestructo Binders • Injection molded covers of high impact, polystyrene • Heritage Recorder Metal • Swing-away hinge flap or angle tab (xer-cap) • Capacity 1 ¾" – 3" • 11 lines of lettering	750
Minute Paper • Byron Weston Xerographic (Bright White) • 100 % Cotton (Rag) • 8 ½" x 14" Paper • Rectangle Hole Punch • 500 Sheets per ream	2,000 Reams
#10 Envelopes • Item Size 4 ⅛" x 9 ½" • Description: 25% Cotton • Imprint Specifications/Process: Flat Print • Imprint Location: Front • Imprint colors: 2PMS Colors	70,000
#28 Catalog Envelopes White Stock – No Window • Item Size: 10" x 13 • Description:2500 Thermo Graphed • Imprint Specifications/ Process: Flat Print • Imprint Location: Front • Imprint Colors: 2PMS Colors	10,000
Letterhead Paper • Item Size 8 ½" x 11" • 25% Cotton • Imprint Specifications/Process: Flat Print/County Seal w/Foil • Imprint colors 2 PMS	20,000

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity
Booklet Envelopes • 9½" x 12" Booklet Envelopes • 28# White Stock • With or without peel and stick feature • Printed two (2) color • Special Window	6,000
Bound Books • ¾" Bound Books • Hand Sewn • Red Imitation Leather sides • Red leather Spine and corners • Printed 4 colors • 2 sides on special 100% Cotton archival Byron Weston Linen Ledger • 320 Sheets capability per book • Special Metal rim index in the front • Plain Hubs	2
Birth/Marriage Envelopes • Custom Design • Printed gold ink one side • White crushed marble stock • Finished Size : 4" x 9.5" closed after printing • Folded and glued	6,000
Marriage License/Certified Marriage License • Printed 1/1 color • 32# Custom Ledger that is archival and correct off white color for Marriage License • Certified are numbered front and back	3,000
Poly Envelopes for Wallet Cards • 2 ¾" x 4" • With a special archival poly that will not react chemically with the in k of the cards	3,000
Banknotes • Watermark • Security Fibers • Optically Dead Chemically Sensitive Security Paper • Paper Treated with laser Toner Retention	10,000 pages

• Engraved Intaglio Printing • Engraved Intaglio Latent Images "V" and R" • Engraved "Vital Record" Micro-print • State/City Departmental Name of Vital Record • State/City/Departmental Seals • "Void" Copy Background • Prismatic Print • Screened State/City/Departmental Seal • Erasure Sensitive Inks • Sequential Control Numbering & Barcoding	

TERMS AND CONDITIONS:

1. The initial term of the contract shall be for one (1) year and may be extended at the sole discretion of Hidalgo County for an additional one (1) year term under the same rate, terms and conditions.

2. Hidalgo County reserves the right to extend the contract for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the procurement of subsequent bid process.

3. The bidder who is awarded will ensure that all insurance documentation as per Exhibit "C" will be submitted to the Hidalgo County Purchasing Department on a timely manner.

4. Bid prices are to remain firm from BID AWARD DATE through the termination of the contract.

5. All costs and expenses associated with the preparation and submission of RFB's shall be the responsibility of the bidder and not the reimbursements for such charges or expenses shall be passed onto Hidalgo County.

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.

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 the RFB's be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE OR VIA E-MAIL yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN 5:00 P.M. on Wednesday, October 28, 2009, to (956) 318-2629. Responses to said questions will be sent to all participating vendors via facsimile or e-mail by **Friday, October 30, 2009**

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200		

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750		
Minute Paper	2,000 reams		
#10 Envelopes	70,000		
#28 Catalog Envelopes White Stock – No Window	10,000		
Letterhead Paper	20,000		

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Booklet Envelopes	6,000		
Bound Books	2		
Birth/Marriage Envelopes	6,000		
Marriage License/Certified Marriage License	3,000		
Poly Envelopes for Wallet Cards	3,000		
Banknotes	10,000 pages		

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE Nº: _____ **FAX Nº:** _____

CELLULAR Nº: _____ **email:** _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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	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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for_____
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing
Department's Contract Managers in order to qualify for award of bid and to execute a contract
between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ 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

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: %

(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:

Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

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

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-443

THIS CONTRACT is made and entered into this____day of_____, 200 by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for A_____@ of _____ (the "Services"); and

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

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

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at _____. 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 **Department Head, Commissioner, Sheriff or** his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning_____ 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. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 200___.

Approved by Commissioners= Court on, _____day of _____, 200___.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

Certification
Regarding Debarment, Suspension and Ineligibility

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"
VENDOR'S BID

OPENED
9:51 am
11-04-09
Witnessed

EXHIBIT "B"
HIDALGO COUNTY
"SPECIALTY PRINTED ITEMS AND RELATED SUPPLIES"
BID NO: 2009-443-11-04-YZV
BID PAGE

SECTION I – SHERIFF DEPARTMENT:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Inmate Trust Fund Receipt Books	200	5.41 ea	1082.00

SECTION II – DISTRICT CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
Minute Binders	750	58.00 ea	43,500.00
Minute Paper	2,000 reams	37.00 PPR	74,000.00
#10 Envelopes	70,000	64.70 m	4529.00
#28 Catalog Envelopes White Stock – No Window Thermo & plain per specs.	2500	245.20 m	613.00
Letterhead Paper	7500	149.50 m	1121.25
	20,000	143.25 m	2865.00

Thermography flat printed

SECTION III - COUNTY CLERK:

Description	Estimated Minimum Quantity	Unit Price	Total Price
* Booklet Envelopes	6,000	494.00 m	2964.00
		581.52 m	3489.00
Bound Books	2	479.00 ea	958.00
Birth/Marriage Envelopes	6,000	.33 ea	1980.00
Marriage License/Certified Marriage License	3,000	293.00 m	879.00
Poly Envelopes for Wallet Cards	3,000	180.00 m	540.00
Banknotes	10,000 pages	367.50 m	3675.00

w/o peel & seal
with peel & seal

BIDDER/COMPANY NAME: Scott-Merriman, Inc.

ADDRESS: 11212 Goodnight Ln #200

CITY/STATE/ZIP CODE: Dallas, TX 75229

PHONE №: 800.648.7022 FAX №: 972.484.8908

CELLULAR №: email: scott-merriman@sbcglobal.net

AUTHORIZED SIGNATURE: Jeff Biggs

PRINTED NAME: Jeff Biggs

TITLE: V.P.

* Booklet Envelopes - reg gum with peel & seal

50,000	126.54 m	6327.00
50,000	135.69 m	6784.50

EXHIBIT "C"
INSURANCE REQUIREMENTS