AI-18912 **6.D.**

Claim of Rosa A. Arguelles

CC REGULAR

Date:	12/15/2009
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	12/08/2009 03:39 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/08/2009 03:17 PM

Final Approval Date: 12/11/2009

AI-18977 **6.E.**

C-3445-09-A; Antonio Gonzalez v. Lazaro Gallardo, Jr.

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

C-3445-09-A; Antonio Gonzalez v. Lazaro Gallardo, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 11:37 AM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo Started On: 12/11/2009 11:21 AM

Final Approval Date: 12/11/2009

AI-18986 **6.F.**

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County
CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 03:52 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo — Started On: 12/11/2009 03:32 PM

Final Approval Date: 12/11/2009

AI-18988 **6.G.**

Claim of Tomas Fonseca and Isidra Fonseca

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Tomas Fonseca and Isidra Fonseca

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 03:53 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo Started On: 12/11/2009 03:44 PM

Final Approval Date: 12/11/2009

AI-18996 **6.H.**

Elisa Solis, Ninfa Peralez, Blanca Caballero and Anet Hernandez

CC REGULAR

Date:	12/15/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Closed Session

Information

CAPTION

Elisa Solis, Ninfa Peralez, Blanca Caballero and Anet Hernandez v. Hidalgo County-Cause No. C-1491-06-E

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 05:02 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Angela Garcia			Started On: 12/11/2009 04:59 PM	
Final Approval Date: 12/11/2009				

AI-18913 **7.D.**

Claim of Rosa A. Arguelles

CC REGULAR

Date:	12/15/2009
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	12/08/2009 03:40 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Aida Alvarez — Started On: 12/08/2009 03:19 PM

Final Approval Date: 12/11/2009

AI-18978 **7.E.**

C-3445-09-A; Antonio Gonzalez v. Lazaro Gallardo, Jr.

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

C-3445-09-A; Antonio Gonzalez v. Lazaro Gallardo, Jr.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 11:37 AM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo Started On: 12/11/2009 11:23 AM

Final Approval Date: 12/11/2009

AI-18987 **7.F.**

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

EEOC Charge No. 31C-2010-00170C; Anna L. Delgado vs. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 03:52 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo — Started On: 12/11/2009 03:35 PM

Final Approval Date: 12/11/2009

AI-18989 **7.G.**

Claim of Tomas Fonseca and Isidra Fonseca

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Tomas Fonseca and Isidra Fonseca

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 03:53 PM	APRV
2	Auditor's Office	Angela Garcia	12/11/2009 05:24 PM	APRV

Form Started By: Monica Badillo Started On: 12/11/2009 03:46 PM

Final Approval Date: 12/11/2009

AI-18995 **7.H.**

Elisa Solis, Ninfa Peralez, Blanca Caballero and Anet Hernandez
CC REGULAR

Date:	12/15/2009
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Open Session

Information

CAPTION

Elisa Solis, Ninfa Peralez, Blanca Caballero and Anet Hernandez v. Hidalgo County-Cause No. C-1491-06-E

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 04:58 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Angela Garcia			Started On: 12/11/2009 04:51 PM	
Final Approval Date: 12/11/2009				

AI-18976 **10.B.**

Amendment to Cardenas Earnest Money Contract

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Amendment to Cardenas Earnest Money Contract

BACKGROUND

Purchase was approved on 12/8/09.
This is just a correction stating purchaser was responsible for title policy costs (which were included in settlement statement)

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 02:09 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Monica Badillo — Started On: 12/11/2009 11:11 AM

Final Approval Date: 12/11/2009

AMENDMENT TO EARNEST MONEY CONTRACT

THE STATE OFTEXAS §

COUNTY OF HIDALGO §

This Amendment to Earnest Money Contract is an amendment to certain provisions of the Earnest Money Contract (the "Contract") between **Ruben Raul Cardenas and Sylvia Cardenas (collectively, the "Seller")** and **COUNTY OF HIDALGO, TEXAS ("Purchaser")** for the purchase and sale of the real property described in the Contract.

In consideration of the premises, mutual covenants, and agreements contained in this Agreement, **SELLER** and **PURCHASER** covenant and agree as follows:

1. Article IV, Title. Section 4.1 and Section 4.2 of the Contract shall be deleted and the following substituted in lieu thereof:

"4.1 Within ten (10) days from the date of this Contract, Purchaser shall, at Purchaser's sole expense, obtain a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible."

2. "4.2 At the same time that Purchaser obtains the Title Binder, Purchaser shall also obtain true copies of all recorded instruments referred to in the Title Binder as conditions or exceptions to title to the Property."

All other terms and conditions of the Contract shall remain as provided in the Contract to the extent they do not conflict with the provisions hereof.

SELLER:

_____
RUBEN RAUL CARDENAS

_____
SYLVIA CARDENAS

PURCHASER:

COUNTY OF HIDALGO

_____
By: Rene Ramirez,
Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Hidalgo County Clerk

AI-18984 **10.C.**

Board of Directors ballot selection

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion, consideration, action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2010-2011

BACKGROUND

Fiscal Impact

Attachments

Link: votes

Link: ballot

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 03:51 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 12/11/2009 03:17 PM	
Final Approval Date: 12/11/2009				

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Fax #: (956) 289-2120

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
Amador Requenez	Secretary
David Hernandez	Member
Rudy Elizondo	Member
Armando Barrera, Jr.	Member

www.hidalgoad.org

October 21, 2009

Re: Ballot-Selection of Appraisal District Board of Directors 2010 - 2011

As prescribed by section 6.03 of the Texas Property Tax Code enclosed you will find the **"Official Ballot"** with the candidates names and the number of votes that you are authorized to cast in the election for Board of Directors for the Hidalgo County Appraisal District. In addition, for your review, I have provided a condensed biography of each candidate and a list of the total vote distribution to all entities.

Hidalgo County Appraisal District is governed by five Board of Directors who are elected by the taxing units that participate in the district. The County Tax Assessor-Collector, Mr. Armando Barrera, Jr. is not elected to the Board but serves as a non-voting director.

The governing body of a taxing unit may cast all its votes for one candidate or distribute them among any number of candidates. Each voting unit shall determine its vote by written resolution and submit it to the Chief Appraiser **before DECEMBER 15, 2009.** A voting unit can only cast its votes for candidates named on the ballot. There is no provision for write-in candidates. The Chief Appraiser will not count votes cast for someone not listed on the official ballot.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results **before DECEMBER 31, 2009** to the governing body of each taxing unit in the district and to the candidates.

The Chief Appraiser will count all the votes timely submitted and declare the five candidates who received the largest cumulative vote totals elected, and submit the results **before DECEMBER 31, 2009** to the governing body of each taxing unit in the district and to the candidates.

If you have any questions, or I can provide you with any additional information, please do not hesitate to contact me at (956) 381-8466.

Sincerely,

Rolando Garza

Rolando Garza, RPA
Chief Appraiser

RG:pa

Enclosures

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
4405 S. Professional Drive
PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Fax #: (956) 289-2120

BOARD OF DIRECTORS

Richard A. Garza	Chairman
Arturo E. Guerra, Jr.	Vice-Chairman
Amador Requenez	Secretary
David Hernandez	Member
Rudy Elizondo	Member
Armando Barrera, Jr.	Member

www.hidalgoad.org

HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2010 – 2011 NOMINEES

Elizondo, Rodrigo "Rudy"
McAllen
Board of Directors of McAllen Affordable Homes, 10 years; Board of Directors Rio Grand Builders Association 15 years past president 3 times; serving on McAllen Planning & Zoning & McAllen Parks Blue Ribbon board; Board member of Casa for kids

Garcia, Pete
San Juan
Presently self-employed; Worked for Swift Beef Company for 20 years as Meat Buyer and Sales Manager; PSJA School Board from 2004 to present; Current President PSJA School Board; Member of Region I School Board AssociationTexas Association of School Boards, TASB Legislative Advisory Council, National Association Council of School Boards, Mexican School Boards and National Association of Latino Elected Officials

Garza, Richard A.
Edinburg
Real Estate Broker/Developer/ BIC Realty & Investments

Guerra, Arturo "Art" E. Guerra Jr.
McAllen
Attorney; Rancher; former County Court at Law Judge; former State District Judge

Guerrero, Esmeralda
Mercedes
Retired schoolteacher, taught at secondary level for 32 years. Current President Mercedes Tigers Booster Club; recently recommended to the Condemnation Board for the City of Mercedes; past president Texas State Teachers Association and the National Education Association in the Delta Area; substitute teacher for Weslaco and Mercedes ISD.

Hernandez, David
Weslaco
Owner & Operator Holiday Wine & Liquors; Owner of Hernandez Farms; Director, Weslaco Economic Development Corporation; Commissioner, Weslaco Planning and Zoning Commission; former Weslaco ISD Board member; Board of Directors McAllen Boys & Girls Club; Board of Directors Weslaco Development Committee; Board of Directors Palm Valley Animal Center (formerly Upper Valley Humane Society)

Requenez, Amador
Mission
Construction; owner of Valley Welding & Crane Service in Mission

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
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PO Box 208
Edinburg, TX 78540-0208
(956) 381-8466 (956) 565-2461
Fax #: (956) 289-2120

BOARD OF DIRECTORS
Richard A. Garza Chairman
Arturo E. Guerra, Jr. Vice-Chairman
Amador Requenez Secretary
David Hernandez Member
Rudy Elizondo Member
Armando Barrera, Jr. Member

www.hidalgoad.org

"OFFICIAL BALLOT"

SELECTION OF APPRAISAL DISTRICT BOARD OF DIRECTORS 2010 – 2011

Hidalgo County
Authorized Votes: 1235

Nominee	# Of Votes
Elizondo, Rodrigo "Rudy"	
Garcia, Pete	
Garza, Richard A.	
Guerra, Arturo "Art" E.	
Guerrero, Esmeralda	
Hernandez, David	
Requenez, Amador	

_____ _____
Date Resolution Passed Authorized Representative
(Attach Resolution)

cc: Finance Director of each entity

HIDALGO COUNTY APPRAISAL DISTRICT

ADMINISTRATION
Rolando Garza, Chief Appraiser
Guadalupe Navarro, Asst. Chief Appraiser
4405 S. Professional Drive
PO Box 208
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(956) 381-8466 (956) 565-2461
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BOARD OF DIRECTORS
Richard A. Garza Chairman
Arturo E. Guerra, Jr. Vice-Chairman
Amador Requenez Secretary
David Hernandez Member
Rudy Elizondo Member
Armando Barrera, Jr. Member

www.hidalgoad.org

"OFFICIAL BALLOT"

SELECTION OF APPRAISAL DISTRICT BOARD OF DIRECTORS 2010 – 2011

Drainage District #1

Authorized Votes: 135

Nominee	# Of Votes
Elizondo, Rodrigo "Rudy"	
Garcia, Pete	
Garza, Richard A.	
Guerra, Arturo "Art" E.	
Guerrero, Esmeralda	
Hernandez, David	
Requenez, Amador	

_____ _____

Date Resolution Passed
(Attach Resolution)

Authorized Representative

cc: Finance Director of each entity

AUTHORIZED VOTES FOR
HIDALGO COUNTY APPRAISAL DISTRICT BOARD OF DIRECTORS
2010 - 2011

ENTITY	2008 LEVIED	TOTAL TAX LEVY	2008 PERCENT	NUMBER Of VOTES	NUMBER OF POSITIONS	TOTAL VOTES
Hidalgo County	$ 154,988,101.14	$ 628,748,273.75	0.246502627	247	5	1235
Drainage Dist.#1	$ 17,101,806.50	$ 628,748,273.75	0.027199767	27	5	135
CITIES						
Alamo	$ 2,605,627.00	$ 628,748,273.75	0.00414415	4	5	20
Alton	$ 975,526.84	$ 628,748,273.75	0.001551538	2	5	10
Donna	$ 3,189,689.07	$ 628,748,273.75	0.005073078	5	5	25
Edcouch	$ 376,090.42	$ 628,748,273.75	0.000598157	1	5	5
Edinburg	$ 18,254,702.00	$ 628,748,273.75	0.029033403	29	5	145
Elsa	$ 907,185.19	$ 628,748,273.75	0.001442843	1	5	5
Granjeno	$ 13,269.92	$ 628,748,273.75	0.000021105	1	5	5
Hidalgo	$ 1,484,378.75	$ 628,748,273.75	0.002360847	2	5	10
La Joya	$ 584,919.56	$ 628,748,273.75	0.000930292	1	5	5
La Villa	$ 280,315.40	$ 628,748,273.75	0.000445831	1	5	5
McAllen	$ 29,639,987.92	$ 628,748,273.75	0.047141263	47	5	235
Mercedes	$ 3,313,554.51	$ 628,748,273.75	0.005270081	5	5	25
Mission	$ 16,482,795.71	$ 628,748,273.75	0.026215254	26	5	130
Palmview	$ 432,196.00	$ 628,748,273.75	0.000687391	1	5	5
Penitas	$ 357,921.80	$ 628,748,273.75	0.000569261	1	5	5
Pharr	$ 14,430,153.71	$ 628,748,273.75	0.022950606	23	5	115
Progreso	$ 261,472.29	$ 628,748,273.75	0.000415862	1	5	5
San Juan	$ 5,024,376.42	$ 628,748,273.75	0.007991078	8	5	40
Sullivan	205,875.22	$ 628,748,273.75	0.000327437	1	5	5
Weslaco	$ 8,920,936.17	$ 628,748,273.75	0.014188407	14	5	70
SCHOOLS						
Donna	$ 11,228,152.10	$ 628,748,273.75	0.017857945	18	5	90
Edcouch-Elsa	$ 2,697,301.52	$ 628,748,273.75	0.004289955	4	5	20
Edinburg	$ 66,080,090.92	$ 628,748,273.75	0.105097849	105	5	525
Hidalgo	$ 4,682,394.00	$ 628,748,273.75	0.007447168	7	5	35
La Joya	$ 25,591,511.27	$ 628,748,273.75	0.040702317	41	5	205
La Villa	$ 867,592.66	$ 628,748,273.75	0.001379873	1	5	5
Lyford	$ 112,948.07	$ 628,748,273.75	0.00017964	1	5	5
McAllen	$ 65,496,466.91	$ 628,748,273.75	0.104169617	104	5	520
Mercedes	$ 5,380,507.78	$ 628,748,273.75	0.008557491	9	5	45
Mission	$ 18,945,473.86	$ 628,748,273.75	0.030132049	30	5	150
Monte Alto	$ 595,728.08	$ 628,748,273.75	0.000947483	1	5	5
PSJA	$ 41,505,617.19	$ 628,748,273.75	0.066013091	66	5	330
Progreso	$ 1,691,555.16	$ 628,748,273.75	0.002690354	3	5	15
Sharyland	$ 25,576,780.65	$ 628,748,273.75	0.040678888	41	5	205
So Tx College	$ 40,173,166.00	$ 628,748,273.75	0.063893879	64	5	320
South Texas ISD	$ 13,453,323.89	$ 628,748,273.75	0.021396995	21	5	105
Valley View	$ 5,258,599.89	$ 628,748,273.75	0.008363601	8	5	40
Weslaco	$ 19,581,182.26	$ 628,748,273.75	0.031143119	31	5	155
GRAND TOTALS	$ 628,749,273.75	$ 628,748,273.75	100%			5015

AI-18933 **11.B.**

Health Division - FY 2010 SDI Contract Amendment

CC REGULAR

Date: 12/15/2009
Submitted By: Dan Beltran, HEALTH & HUMAN SERVICES DEPT.
Department: HEALTH & HUMAN SERVICES DEPT.
Agenda Category: Health & Human Services Dept.

Information

CAPTION

1. Request approval to accept the attached amended FY 2010 SDI Contract #2010-033069, Attachment #001A, in the amount of $173,643.00 for a total of $401,084.00 for the period 9/1/2009 to 8/31/2010.
2. Approval of Certification of Revenues as certified by the County Auditor for the SDI Contract.
3. Request approval of the attached amended SDI Contract Budget for the period 9/1/2009 to 8/31/2010 (Acct # 9-1293-441-00-340-018-0).

BACKGROUND

Reference
AI# 17150 9-1-09 #033069 227,441
AI# 17270 9-8-09 #031731 165,909

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1293-441-00-340-018-0-XXX
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Appropriation of funds in the total amount of $173,643 for the SDI Grant Contract for FY 2010. Grant period is from 9/1/09 to 8/31/10.

Revenue account# 9-1293-334-10-340-018-0-000 SDI Revenues

Attachments

Link: Contract
Link: Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 03:46 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/11/2009 10:03 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 05:17 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Dan Beltran Started On: 12/09/2009 02:18 PM

DEPARTMENT OF STATE HEALTH SERVICES

Amendment
To

The Department of State Health Services (DSHS) and HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT (Contractor) agree to amend the Program Attachment # 001 (Program Attachment) to Contract # 2010-033069 (Contract) in accordance with this Amendment No. 001A: SDI – Fee for Service_, effective 10/27/2009.

The purpose of this Amendment is to increase in Title V funding only –based on FY 10 Family Planning RFP/10-month contract.

Therefore, DSHS and Contractor agree as follows:

It is mutually agreed by and between the contracting parties to amend the terms and conditions of Document No. 2009-033069 as written below. All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Change Program Attachment No. as follows;

PROGRAM ATTACHMENT NO. ~~**001**~~ **001A**

SECTION I. STATEMENT OF WORK, nineth paragraph, sixth bullet, is replaced with the following:

- DSHS Community Health Services Title V, X and XX Family Planning FY 10 Competitive Request For Proposal (RFP), # CHS-0325.1;
- Contractor's FY 10 Competitive Response, and any revisions;

SECTION II. PERFORMANCE MEASURES, second paragraph, is revised as follows:

Contractor shall provide services to at least ~~**729**~~ **1,931** unduplicated clients.

SECTION III. SOLICITATION DOCUMENT, is revised as follows:

SECTION III. SOLICITATION DOCUMENT: This Program Attachment may be funded by one or more of the following RFPs: RFP # CHS-0325.1; and/or # CHS/PHC-0226.1; and/or # CHS/FEE–0233.1.

SECTION VII. BUDGET, is revised as follows:

SOURCE OF FUNDS: 93.994; State

Contractor may bill up to the maximum amount specified in the table below for each of the services funded by this Program Attachment. Total payments will not exceed ~~**$227,441.00**~~ **$401,084.00.**

TITLE V MCH FEE-FOR-SERVICE	**$34833.00**	**$34,833.00**
TITLE V FAMILY PLANNING FEE-FOR-SERVICE	**~~$35079.00~~**	**$208,722.00**
TITLE XX	**$0.00**	**$0.00**
PRIMARY HEALTH CARE	**$0.00**	**$0.00**
TUBERCULOSIS ELIMINATION	**$157529.00**	**$157529.00**

Department of State Health Services

Signature of Authorized Official

Date: _____

Bob Burnette, C.P.M., CTPM

Director, Client Services Contracting Unit

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Contractor

Signature of Authorized Official

Date: _____

Name: _____

Title: _____

Address: _____

_____

Phone: _____

Email: _____

DATE: December 9, 2009

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 9-1293-441-00-340-018-0 FY 2010 SDI Grant

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
9-1293-441-00-340-018-0-113	Salaries - F/T Employees	$ 20,000.00
9-1293-441-00-340-018-0-211	Health Insurance	$ 8,000.00
9-1293-441-00-340-018-0-220	FICA	$ 5,000.00
9-1293-441-00-340-018-0-230	Retirement	$ 2,000.00
9-1293-441-00-340-018-0-250	Unemployment Compensation	$ 500.00
9-1293-441-00-340-018-0-601	Office Supplies	$ 35,000.00
9-1293-441-00-340-018-0-603	Educational / Instructional Supplies	$ 42,000.00
9-1293-441-00-340-018-0-604	Medical & Lab Supplies	$ 35,000.00
9-1293-441-00-340-018-0-661	Minor Office Furniture & Equipment	$ 13,072.00
9-1293-441-00-340-018-0-664	Other Minor Equipment	$ 13,071.00
	TOTAL BUDGET	$ 173,643.00

INCREASE REQUEST $

Revenue Account # 9-1293-334-10-340-018-0-000 $ 173,643.00

REASON: Implement FY10 SDI Contract Budget for the period 9/1/2009 to 08/31/2010.

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

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

AI-18782 **11.C.**

C.I.H.C.P. - ICA

CC REGULAR

Date:	12/15/2009
Submitted By:	Dairen Sarmiento, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Dairen Sarmiento
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Approval of Interlocal Cooperation Act Contract to Provide Health Care Services Between the University of Texas Medical Branch at Galveston and Hidalgo County

BACKGROUND

Effective Date September 1, 2009 - August 31, 2010

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact. Approval of Inter-local agreement only.

Attachments

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/03/2009 01:11 PM	APRV
2	Manuel Chapa	Manuel Chapa	12/03/2009 03:18 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Dairen Sarmiento — Started On: 11/30/2009 10:00 AM

Final Approval Date: 12/11/2009

UTMB
The University of Texas Medical Branch

Office of County Affairs
301 Univsersity Blvd.
Galveston, Texas 77555
Fax: (409) 747-0850

August 28, 2009

Honorable Judge J. D. Salinas, III
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

RE: FY2010 Interlocal Cooperation Contract to Provide Health Care Services

Dear Honorable Judge J. D. Salinas, III,

As fiscal year 2009 comes to an end, we would like to take a moment to thank you for continuing your partnership with UTMB after the tumultuous year we experienced. We cannot thank you enough for the trust you placed in us and the opportunity to serve your valued patients.

Consistent with years past, we want to continue our partnership by providing health care services at your request. As one fiscal year ends and the next begins, we need direction regarding your patients with scheduled appointments after September 1, 2009.

If you are in the process of signing your 2010 Interlocal Cooperation Contract, please let me know when we can expect to receive your signed contract by emailing me at bdowling@utmb.edu. If at all possible, we would additionally like to receive a facsimile to (409) 747-7744 or scanned copy of the contract prior to receiving the original by mail. This will allow us to continue processing your county/hospital district referrals and consults on a regular basis, without any break in services provided.

Please note that the current contract will terminate on August 31, 2009. If you have residents scheduled for an appointment on or after September 1, 2009, please contact us immediately to transition their care to another provider. We will continue providing health care services for up to thirty days for those residents who need follow-up care. In addition, we will refer all other residents back to your county/hospital district office to transition their care to another provider. The charge for any services rendered during the transition period will be at the FY2009 contract rates.

If you have any questions regarding the FY2010 contract or regarding patient services after September 1st, please feel free to call me at (409) 747-7855 or Kris Barton at (409) 747-7852.

Again, we would like to thank you for allowing us to provide health care services to your county/hospital district residents. We value the opportunity to continue to serve you as we embark on this next year.

Sincerely,

Beverly C. Dowling

Beverly C. Dowling
Assistant Vice President, Community Health Network
Office of Health Policy and Legislative Affairs

INTERLOCAL COOPERATION ACT CONTRACT
TO PROVIDE HEALTH CARE SERVICES
BETWEEN THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON
AND HIDALGO COUNTY

This Interlocal Cooperation Act Contract (the "Contract") is entered into pursuant to the authority granted under *Chapter 791, Texas Government Code* by and between **The University of Texas Medical Branch at Galveston**, a component institution of The University of Texas System and an agency of the State of Texas, ("UTMB"), and **County of Hidalgo** ("County") for the provision of the health care services to the County's eligible residents described herein.

This Contract is subject to the provisions of the Texas Indigent Health Care and Treatment Act, *Chapter 61, Texas Health & Safety Code* (the "Act"). However, UTMB and County understand and acknowledge that County shall be liable to UTMB for the treatment and provision of health care services to any Eligible Resident under this Contract, as contemplated and authorized under Section 74.005 (d), Texas Education Code, up to the Cap Out amount.

I. Definitions:

1.1 **Cap Out:** The maximum County liability under this Contract, which UTMB and County agree shall be $60,000.

1.2 **Eligible Resident**: An Eligible Resident is a County resident who:

1.2.1 Presents a valid County identification card to UTMB; and

1.2.2 Presents a valid referral authorization from the County indigent health care office or from a physician designated by the County indigent health care office as authorized to make referrals; or

1.2.3 Is referred to UTMB for treatment by an authorized County official and/or designated County agent providing a valid authorization.

1.3 **Emergency Care**: Any injury or illness that causes serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious disfigurement and/or in the case of a pregnant woman a threat to the health of the mother or of the fetus.

1.4 **Invoice**: An invoice is the demand for payment for services provided by UTMB to Eligible Residents which may be submitted at the election of the County either electronically or in monthly statement form as set out in Section 2.2.2.

1.5 **Patient Encounter**: A patient encounter includes each preauthorized inpatient or outpatient visit to UTMB by an Eligible Resident and all medically appropriate procedures, treatments, and ancillary services associated with that visit.

1.6 **Primary Care**: General health care services provided by family practitioners, pediatricians, and internal medicine physicians.

1.7 **Secondary Care**: Specialty health care services provided by a specialist who is asked to provide more insight and treatment regarding the medical problem of a patient who has been referred to UTMB.

1.8 **Tertiary Care**: Health care services provided within a sophisticated specialty care setting that is serving as a referral and support alternative to primary and secondary care.

II. Responsibilities:

2.1 County's Responsibilities:

2.1.1 The County agrees to pay UTMB the fees charged to the County by UTMB for health care services rendered pursuant to this Contract within sixty (60) days of date of the Invoice except for amounts specifically disputed in accordance with Section 2.1.2. The undisputed portions of any Invoice will not be withheld and will be paid in accordance with this section 2.1.1.

2.1.2 In the event the County disputes all or any portion of an amount included on an Invoice, the County will notify UTMB in writing of the specific reason for which the amount is being disputed. Valid reasons for dispute include (i) appointment not authorized; (ii) Cap Out and (iii) Medicaid patient. In the case of the first two, UTMB and County will consult their respective records to resolve the dispute. In the case of a Medicaid patient, the County will provide the Medicaid Number, the Add Date, Effective Date and Term Date and such other information as is reasonably requested by UTMB. Any other reason for disputing a charge (i.e., duplicate charge) must be accompanied by a full explanation of the reason for non-payment and evidence that such charge is not valid and the County will provide to UTMB such additional information as is reasonably requested by UTMB. All notices of dispute shall be in writing, specific, in good faith, and promptly forwarded to the respective UTMB billing entity, but in no event later than forty-five (45) days from the date of the Invoice containing the disputed charge. Dispute notices received by UTMB later than forty-five (45) days from the date of the Invoice shall be null and void and the disputed amount shall be due and owing from the County to UTMB. Notices for dispute of a charge will be sent directly to the respective UTMB billing entity set forth in Section 2.1.4 and Section 2.1.5 with the appropriate documentation necessary for each such billing entity. UTMB shall respond to any notice of dispute within thirty (30) days of receipt of same. If UTMB's response indicates payment is expected for the amount(s) in dispute, the County shall have thirty (30) days from receipt of UTMB's response to either pay the disputed amount(s) or notify UTMB that the amount remains in dispute. If the

amount remains in dispute, the dispute shall be resolved as set forth in section 5.3 below.

2.1.3 Payment of Invoices shall be made directly to the respective UTMB billing entities specified in Section 2.1.4 and Section 2.1.5.

2.1.4 Physician payments mailed to: UTMB Faculty Group Practice, P.O. Box 4797-710, Houston, TX. 77210-4797.

2.1.5 Hospital payments mailed to: UTMB at Galveston, P.O. Box 4786-730, Houston, TX. 77210-4786.

2.1.6 The County shall screen and register patients in accordance with the provisions of the Act and the County's internal procedures in advance of treatment.

2.1.7 The County shall provide each indigent patient with a card that identifies the patient as an Eligible Resident and contains the information in the form identified in Exhibit A.

2.1.8 The County agrees to refer Eligible Residents through its indigent health care office, a physician designated by the County indigent health care office and/or a designated third party administrator as authorized by the County to make referrals.

2.1.9 The County shall complete the UTMB referral form as identified in Exhibit B in advance in order to authorize treatment for all Eligible Residents.

2.1.10 The County shall identify to UTMB the specific indigent health care officials who can authorize referrals and confirm Eligible Resident status, including the name, address and phone numbers of County officials or designated third party administrators for telephone eligibility verification and patient referral.

2.1.11 The County shall be solely responsible for arranging for any follow-up medical care or health care services to be performed by UTMB including referral form completion for Eligible Residents referred to UTMB.

2.1.12 The County shall ensure that the information contained in the referral form is accurate and complete and that all referrals contain a valid and unique authorization identifier for each Patient Encounter. An authorization identifier is required to evidence the guarantee of benefits, eligibility for the referral and payment for health care services provided by UTMB under this Contract

2.1.13 Procedures that require preauthorization are specified in Exhibit C. Changes to Exhibit C may only be made by amendment to this Contract. County is only obligated to pay for services specifically authorized under each Patient Encounter as outlined in Section 1.4.

2.1.14 County agrees to pay for Emergency Care received by any Eligible Resident at the UTMB Emergency Room, without regard to prior authorization, at rates specified under this Contract.

2.1.15 County acknowledges that UTMB is reopening its Emergency Care unit on or about August 1, 2009, through the services of a third-party provider/entity. Based on the final terms of UTMB's contract with such third party, County understands and agrees that a separate agreement will have to be executed between County and such third-party for the provision of Emergency Care physician services under terms and at rates to be determined under such separate agreement.

2.1.16 County or its designee agrees to promptly respond to a request from UTMB to authorize additional health care services not previously authorized that are medically necessary when delaying such health care services may be harmful to the Eligible Resident. County or its designee shall utilize its best faith effort to respond within three (3) hours of UTMB's request to authorize additional health care services.

2.1.17 County or its designee agrees to notify UTMB by fax at (409) 747-0850 or other mutually agreeable electronic means, including email, when it disenrolls an Eligible Resident from the County's indigent health care program. Such notice shall be delivered within 72 hours of the effective date of the disenrollment, and shall include the name, date of birth, and social security number of the affected individual.

2.1.18 County agrees that it will not require Eligible Residents receiving health care services from UTMB under this Contract to obtain health care services outside of UTMB, including but not limited to radiology, electronic imaging, laboratory and pathology services in those instances where: (1) the Eligible Resident has been admitted to a UTMB facility as an in-patient; or (2) if in the opinion of a UTMB physician, the provision of services by a third party provider would significantly disrupt or impair the continuity of care provided to the Eligible Resident by UTMB. The parties acknowledge and understand that procedures requiring preauthorization are determined by County and specified in Exhibit C, as provided in Section 2.1.13 of this Contract.

2.2 **UTMB's responsibilities:**

2.2.1 At the time of referral of an Eligible Resident, UTMB agrees to provide health care services within the then current limits of its capacities and capabilities to the County's Eligible Residents at the authorized and agreed upon fee schedule attached as Exhibit D to this Contract.

2.2.2 UTMB agrees to submit Invoices on a timely basis to the County from each billing entity.

2.2.2.1 Invoices may be submitted either (i) electronically for each Patient Encounter of an Eligible Resident; or (ii) in a paper statement prepared on a monthly basis reflecting the accumulated amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents during the previous month regardless of the date of a Patient Encounter. The County has elected the method of invoicing indicated on the signature page of this Contract. The County may change such election only upon written notification to UTMB at least sixty (60) days prior to the date requested for such change to take effect.

2.2.2.2 Invoices that are sent in electronic form will be sent within ninety-five (95) days of the date of each Patient Encounter. If submitted in paper statement form, the Invoice will include the amounts due to UTMB from the County for the Patient Encounters of all Eligible Residents accumulated during the previous month regardless of the date of a Patient Encounter, although the Invoice will be sent within one-hundred twenty-five (125) days of the date of any Patient Encounter included on the Invoice. Separate Invoices will be submitted for hospital and physician services.

2.2.3 UTMB agrees that it will not "balance bill" for health care services provided to those Eligible Residents who have the appropriate consultation form identified in Exhibit B. UTMB agrees to accept County's payment as payment in full for health care services provided to Eligible Residents. In the event that Eligible Resident is entitled to payment for health care services from a third party payer, UTMB shall not demand from County any amount received by County for reimbursement from a third party payer. In the event that UTMB receives payment from both the County and a third party payer, UTMB agrees to refund the County for the amount received from the County. For purposes of accomplishing the intent of this section, the County assigns to UTMB its rights to collection for any third party claim for services rendered by UTMB to Eligible Residents. Refund should be submitted to the appropriate County within one hundred twenty (120) days of UTMB receipt of payment from third party payer.

2.2.4 UTMB agrees to make a best faith effort to provide discharge summaries and consultation reports, procedure and/or operative notes (and case notes, if requested by County) and consult notes for clinic services to the County's referring physician. UTMB shall furnish such information to the County's referring physician not later than ten (10) business days of the date of discharge of the patient. In addition, UTMB shall furnish the same information, as soon as practicable, upon request to the County's indigent healthcare office or its assignee. In the event UTMB fails to provide such information as is required by this section on a timely basis for more than ten percent (10%) of the County's patients treated at UTMB during any calendar month during the term of this Contract, then upon such failure of performance County may immediately institute the dis-

pute resolution procedure set forth in section 5.3 below. UTMB agrees to provide copies of medical records under this section without charge. If additional copies of the same medical records are requested, whether in the same or subsequent request by County, County will pay for the additional copies at the rates then charged by UTMB for such copies under similar circumstances.

2.2.5 UTMB agrees to refer all Eligible Residents back to the County's indigent care office for follow-up treatment of the referred condition.

2.2.6 UTMB Invoices shall include a HCFA UB-04 for inpatient/hospital services and a HCFA 1500 for outpatient/physician services. UTMB shall provide all necessary documents in its possession to assist County in seeking reimbursement from other sources, including assignments for Medicaid eligible services provided to SSI Appellant Eligible Residents.

2.2.7 UTMB agrees to use reasonable efforts to inform the County of the cumulative amount of all Invoices.

2.2.8 UTMB agrees to provide names, addresses, and phone numbers for personnel responsible for arranging for health care services under this Contract.

2.2.9 UTMB agrees to comply with Federal and State laws regarding Emergency Care. UTMB agrees to make reasonable efforts to refer County residents not requiring Emergency Care to the County's indigent health care office for referral in accordance with the provisions of this Contract.

2.2.10 UTMB provides professional liability insurance coverage for employed UTMB faculty, qualifying part-time contracted faculty, residents, and students through the University of Texas System Professional Medical Liability Benefit Plan (the "Plan") for claims arising from or related to acts and/or omissions occurring within the course and scope of their clinical, educational, and research duties and responsibilities. The plan provides coverage of $500,000 per claim and $1.5 million in annual aggregate and is an "incurred" plan and provides "tail" coverage. UTMB agrees to provide evidence of current coverage under such policies and to immediately inform County of any actual or proposed material modification, cancellation, or termination of such insurance. County acknowledges that, as an agency of the State of Texas, UTMB's liability for the tortuous conduct of UTMB employees or for injuries caused by conditions of tangible personal property is provided for by the provisions of the Texas Tort Claims Act (*Texas Civil Practice and Remedies Code, Chapters 101, 104, and 108*). Workers' Compensation Insurance coverage for employees of UTMB is provided by UTMB as mandated by the provisions of *Texas Labor Code, Chapter 503.*

2.2.11 UTMB agrees to allow County and/or its agent access to the medical and billing records of services provided under this Contract to County's Eligi-

ble Residents treated by UTMB for purposes of allowing County and/or its agent to conduct audits regarding medical necessity and/or billing accuracy. In such event, County shall provide notice not less than three (3) business days in advance of on-site visit and specify those records it desires to inspect and review. On-site visits will be conducted during normal business hours. County and/or its agent will adhere to all UTMB standard security requirements for premises access. All costs of such audits shall be the responsibility of County. UTMB agrees to cooperate with County regarding such audit processes.

2.3 **Health care services not UTMB's responsibility:**

2.3.1 UTMB does not agree to provide Outpatient Pharmacy services.

2.3.2 UTMB does not agree to provide transportation to and from UTMB.

2.3.3 UTMB does not agree to provide take-home medical supplies.

III. Warranties:

3.1 UTMB warrants that (1) the health care services to be performed hereunder are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

3.2 County warrants that (1) it has authority to perform the services under authority granted in Chapter 61, *Texas Health & Safety Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract, and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

IV Miscellaneous:

5.1 **Term and Termination.** This term of this Contract shall be from September 1, 2009 through August 31, 2010, regardless of the date of execution. This Contract may be terminated earlier by either party by giving thirty (30) days written notice to the other party. Execution of this Contract shall supersede and replace any previous agreement between County and UTMB for indigent health care services provided after September 1, 2009, or the effective date of this Contract, whichever date is earlier. Physician services will be designated by the last date of service of a Patient Encounter. Hospital services will be designated by admission date.

For continuation of care after the effective date of termination, the parties agree to cooperate to arrange for the prompt, medically appropriate transfer of Eligible Residents following termination of this Contract. In the case of inpatient services provided to Eligible Residents after the effective date of termination, except as may be required by the obligation of UTMB to continue care in the event of special circumstances, UTMB shall continue such care and be compensated by the County until the conclusion of the course of treatment. Such continued treatment shall be at the rates then in effect under this Contract. For outpatient treatment, the County agrees to move the Eligible Resident to a contracted provider unless both parties agree in writing to a short term continuum of care plan. Services provided under this section, with accompanying requirements, survive the termination of Contract.

5.2 **Jurisdiction/Venue.** The parties agree that this Contract shall be construed in accordance with the laws of the State of Texas and that venue shall lie in a State District Court in Travis County, Texas.

5.3 **Dispute Resolution Procedure.** The parties agree to use the dispute resolution process provided for in Chapter 2260 of the Texas Government Code to attempt to resolve all disputes arising under this Contract. Either party must give written notice to the other party of a claim for breach of this Contract not later than the 180th day after the date of the event giving rise to the claim. By their execution of this Contract, the parties acknowledge and knowingly and voluntarily agree that neither the execution of this Contract; nor the conduct, act or inaction by any person in the execution, administration, or performance of this Contract constitutes or is intended to constitute a waiver of the other party's immunity from suit with respect to claims of third parties.

5.4 **Entire Agreement/Amendment.** This Contract constitutes the entire agreement between the parties. This Contract may be amended only in writing and signed by both parties.

5.5 **HIPAA Obligation and Other Regulations Implementing the Health Insurance Portability and Accountability Act of 1996 (42 U.S.C. §1320(d) ("HIPAA").** To the extent either party comes into contact with information considered Individually Identifiable Health Information as defined by 42 U.S.C. §1320(d), Protected Health Information or Electronic Protected Health Information (collectively known as "Protected Information") as regulated by the Department of Health and Human Services (DHHS) through the adoption of standards, 45 CFR Parts 160 and 164 (Privacy Rule) and 45 CFR Parts 160, 162 and 164 (Security Rule), collectively referred to as "the HIPAA Rules," such party agrees to keep private and to secure any information considered Protected Information in accordance with federal law. Further, the parties will execute the Business Associate Agreement appended hereto as Exhibit E.

5.6 **Notices.** Except as otherwise provided in this section, all notices, consents, approvals, demands, requests or other communications provided for or permitted to be given under any of the provisions of this Contract shall be in writing and

shall be deemed to have been duly given or served when delivered by hand delivery or when deposited in the U.S. mail by registered or certified mail, return receipt requested, postage prepaid, and addressed as set forth below or to such other person or address as may be given in writing by either party to the other in accordance with this Section:

UTMB: William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer
The University of Texas Medical Branch
301 University Blvd.
Galveston, TX 77555-0128

Cc to: Department of Legal Affairs
The University of Texas Medical Branch
301 University Blvd.
Galveston, Texas 77555-0171
Phone: (409) 747-8738
Fax: (409) 747-8741

If to Hidalgo County: The Ho norable Judge Rene Ramirez
County Judge
Address:1304 S. 25th Avenue
City: Edinburg, Texas 78542

5.7 **State Auditor's Office.** The parties understand that acceptance of funds under this Contract constitutes acceptance of the authority of the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds pursuant to Sections 51.9335(c), 73.115(c) and 74.008(c), Texas Education Code. The contracting parties agree to cooperate with the Auditor in the conduct of the audit or investigation, including without limitation providing all records requested. The contracting parties will include this provision in all contracts with permitted subcontractors.

5.8 **Assignment.** This Contract is not transferable or assignable except upon written approval by receiving party and performing party.

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

5.10 **Public Records.** It shall be the independent responsibility of UTMB and County to comply with the provisions of Chapter 552, *Texas Government Code* (the "*Public Information Act*"), as those provisions apply to the parties' respective

information. Neither party is authorized to receive public information requests or take any action under the *Public Information Act* on behalf of the other party.

5.11 **Force Majeure.** Neither UTMB nor County shall be required to perform any term, condition, or covenant of this Contract so long as such performance is delayed or prevented by acts of God, material or labor restrictions by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, and any other cause not reasonably within the control of UTMB or County and that by the exercise of due diligence UTMB or County is unable, wholly or in part, to prevent or overcome.

IN WITNESS WHEREOF, each of the parties agrees to the terms of this Contract and has caused this Contract to be executed on the following page by its duly authorized representative to be effective as of September 1, 2009.

COUNTY OF HIDALGO

By: _____

Name: _____

Title: County Judge

Date: _____

Attest: _____

THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

By: _____
William R. Elger, CPA
Executive Vice President and
Chief Business and Finance Officer

Date: _____

Content Reviewed _____

Election by County as to Method of Invoicing (please initial one):

_____ **Paper Monthly Statement**

_____ **Electronic**

Exhibit A
Eligible Resident Identification Card

Card

County Indigent Care Card No._____
Effective Date: 10-01-10 Expiration Date: 10-31-10
County Identification No: 123456
Coverage:_____

Name: Mr/Mrs. County Resident
Address: 1313 Main Street
Your City, Texas 00000
Telephone: 409-555-5555
Date of Birth: 10-23-1949

Primary Care Provider:

_____

_____*Signature*_____
County Indigent Care Coordinator

_____*Signature*_____
County Indigent Patient's Signature

Patient Must Present This Card at Time of Registration.

This card is not an evidence of eligibility for benefits. Determination of eligibility will be established through the County Indigent Care Coordinator's Office.

Cards are to be created by the County .
Each card should have a unique number assigned as a security precaution and tracking mechanism.
Each card should have an original signature by the appropriate representative of the county.
Each card should have an original signature by the resident
Each covered family member should have their own card issued. This would replace existing letters.

Exhibit B

UTMB Clinical Information - Referral Form

Please Print Legibly

Form Initiated By: Office of County Affairs [ ] Date: _____
County or Hospital District [ ]

County / Hospital District Name: _____ Phone: _____ Fax: _____

Referring County Physician: _____ Phone: _____ Fax: _____

Referring Physician Address: _____ City: _____ Zip : _____

Select Appropriate Request / Approval for: Procedure [ ] Referral [ ]
Consultation [ ] More Visits [ ]

Authorization #: _____ Auth Expiration Date: _____ No. of Visits Approved: _____

Authorized By: _____ Date: _____

Patient Name: _____ Phone: _____ SS#: _____

Procedure/Service Requested: _____

_____ CPT: _____

Diagnosis: _____ ICD-9: _____

Symptoms: _____

_____

Pertinent History: _____

_____

Previous Treatments: _____

_____

Current Medications: _____

Treatment Plan: _____

Has the patient applied for: Medicaid: Y / N SSI: Y / N Initiated At: UTMB / County

---

UTMB Physician: _____ Clinic: _____

Appointment Date: _____ Appointment Time: _____

Affix Label / Write in Patient Information:

Name: _____

UH#: _____

Clinic Information/Referral Form

The University of Texas Medical Branch
Galveston, Texas

Exhibit C
Procedures Requiring Preauthorization

The following services require pre-authorization:

INPATIENT SERVICES:

- Inpatient Admissions / Acute care hospitalization
- Skilled Nursing Facility

OUTPATIENT SERVICES:

- Surgeries or procedures requiring conscious sedation or general anesthesia performed in a physician's office, free standing surgery center, ambulatory surgery center, or hospital based surgery center
- CT Scan
- Echocardiogram
- MRI/MRS
- Nuclear Studies/Imaging
- PET Scan
- Physical Therapy
- Speech Therapy
- Occupational Therapy
- Hyperbaric Treatments- *only in special circumstances*
- Initial Chemotherapy Treatment ONLY
- Initial Radiation Treatment ONLY
- Infusion Treatment
- Oral Surgery - *only in special circumstances*

EXHIBIT D
Compensation Schedule

Inpatient Services: County agrees to pay for authorized Inpatient Services in accordance with Texas Medicaid allowable In-Patient TEFRA rate calculated from UTMB's most recent cost report. Payments for services rendered will be in accordance with UTMB's facility specific TEFRA In-Patient Percentage of 54% of current billed charges.

Outpatient Services: County agrees to pay authorized Outpatient Services based on billed charges at the TEFRA Out-Patient Percentage determined by TMHP based on UTMB's most recent Medicaid cost report settlement. UTMB's TEFRA Out-Patient Percentage is 43% of billed charges.

Outpatient Surgery: County agrees to pay authorized Outpatient Surgeries in accordance with U TMB's TEFRA Out-Patient Percentage of 43% of billed charges.

Outpatient Laboratory Services: County agrees to pay authorized Outpatient Laboratory Services in accordance with the UTMB's TEFRA Out-Patient Percentage of 43% of billed charges.

Professional Services: County agrees to pay all authorized physician services, except Anesthesia services reimbursed per ASA unit, at 120% of the current Texas Medicaid Reimbursement Methodology. If the Center for Medicare and Medicaid, the state of Texas or any other governmental agency with governing authority reduces the Texas Medicaid Reimbursement Methodology during the term of this agreement, the parties hereto will increase the physician payment rates in equal proportion to offset the reduction.

Mid-Level Providers: County agrees to pay all covered mid-level provider services at 95% of the physician payment rates listed above under Professional Services.

Anesthesia: County agrees to pay $41 per ASA unit, based on current ASA units and 15 minute time units.

Any fees not otherwise defined: County agrees to pay 43% of billed charges.

Limit on Charge Master Increases. UTMB is limited to an aggregate increase during the one-year term of this Contract not to exceed five percent (5%) for all charges submitted that are reimbursed on a percentage of billed charges, excluding medical supplies and pharmaceuticals.

Medical supplies shall include but not be limited to: implants, prosthetics, orthotics and stents. If during the term of this Contract UTMB has an aggregate increase in its charge master greater than five percent (5%), UTMB agrees to adjust the percentage rate of billed charges set forth in Exhibit D such that County does not pay an amount that exceeds the five percent (5%) cap on the increase in UTMB's charge master.

Exhibit E

UTMB Business Associate Agreement

This Business Associate Agreement (the "Agreement"), is made by and between Business Associate and Covered Entity (collectively the "Parties") to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 ("the Privacy Rule") and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, ("the Security Rule") and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides payment services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain PHI that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules requires that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Definitions**. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.

1. **Business Associate.** "Business Associate" shall mean **County**.

2. **Covered Entity.** "Covered Entity" shall mean **The University of Texas Medical Branch at Galveston (UTMB).**

3. **HIPAA Rules.** The Privacy Rule and the Security Rule are referred to collectively herein as "HIPAA Rules."

4. **Individual.** "Individual" shall mean the person who is the subject of the protected health information.

5. **Protected Health Information ("PHI").** "Protected Health Information" or PHI shall mean individually identifiable health information that is transmitted or maintained in any form or medium.

6. **Required by Law.** "Required by Law" shall mean a mandate contained in law that compels a use or disclosure of PHI.

7. **Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her Designee.

B. **Obligations of Business Associate.** Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:

1. **Use and Disclosure of PHI.** Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. In such cases, Business Associate shall:

    a. Provide information and training to members of its workforce who use or disclose PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;

    b. obtain reasonable assurances from the person or entity to whom the PHI is disclosed that:

        1. the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and

        2. the person or entity will notify Business Associate of any instances of which the person is aware the confidentiality of the PHI has been breached; and

    c. agree to notify the Privacy Officer of Covered Entity of any instances of which it is aware PHI was used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.

2. **Data Aggregation.** In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.

3. **De-identified Information.** The Business Associate may use and disclose de-identified PHI if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules.

4. **Safeguards.** Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this Agreement or as Required by Law. Business Associate shall implement administrative,

physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

5. **Minimum Necessary.** Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of "minimum necessary use and disclosure," i.e., that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed.

6. **Disclosure to Agents and Subcontractors.** If Business Associate discloses PHI received from Covered Entity to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.

7. **Individual Rights Regarding Designated Record Sets.** If Business Associate maintains a Designated Record Set on behalf of Covered Entity, Business Associate agrees as follows:

    a. Business Associate agrees, if it maintains PHI in a Designated Record Set, it will permit an Individual to inspect or copy PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.524.

    b. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. 164.526.

    c. Business Associate agrees, if it maintains PHI in a Designated Record Set, to maintain the required documentation to provide an accounting of disclosures of PHI at the request and direction of Covered Entity to meet the requirements of 45 C.F.R. § 164.528.

8. **Internal Practices, Policies, and Procedures.** Business Associate agrees to make internal practices, books, and records, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary or its designee for purposes determining Covered Entity's compliance with the HIPAA Rules.

9. **Withdrawal of Authorization.** If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the HIPAA Rules expressly applies.

10. **Knowledge of HIPAA Rules.** Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.

11. **Security Incident.** Business Associate agrees to immediately report to the Covered Entity any security incident of which Business Associate becomes aware.

C. **Permitted Uses and Disclosures by Business Associates.** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.

D. **Obligations of Covered Entity.** If deemed applicable by Covered Entity, Covered Entity shall:

1. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI

4. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

E. Term and Termination.

1. **Term.** This Agreement shall be effective as of the Effective Date and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.

2. **Termination for Cause.** Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

    a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

    b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

    c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.

3. **Effect of Termination.** Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

F. Miscellaneous.

1. **Mitigation.** If Business Associate violates this Agreement or either of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.

2. **Rights of Proprietary Information.** Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.

3. **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

4. **Amendments.** This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.

5. **Choice of Law.** This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas, without regard to applicable conflict of laws principles.

6. **No Waiver.** Failure or delay on the part of either Party to exercise any right, power, privilege, or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.

7. **Severability.** The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid, or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid, or unenforceable provision had not been contained herein.

8. **No Third Party Beneficiaries.** Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.

9. **Headings.** The descriptive headings of the articles, sections, subsections, exhibits, and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement, and shall not affect in anyway the meaning or interpretation of this Agreement.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.

11. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.

12. **Regulatory References.** A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

13. **Indemnification.** To the extent permitted by law, Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement.

IN WITNESS WHEREOF, Business Associate and Covered Entity have executed this Agreement to be effective September 1, 2009.

COVERED ENTITY

By:_____
Name: William R. Elger, CPA
Title: Executive Vice President and Chief Business & Finance Officer

Date:_____

Content Reviewed

_____

BUSINESS ASSOCIATE

By:_____
Name: _____
Title:_____

Date:_____

AI-18955 **12.A.**

Cell Phone Upgrade

CC REGULAR

Date:	12/15/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

1. Authorization to purchase through the County's membership/participation with awarded vendor SPRINT through Requisition# 166661, contract# HGAC CW05-02 for the following services:

Quantity:	Description:	One Time Equipment Cost:	Total Cost:	Notes:
1	BlackBerry Tour 9630	.99	.99	Upgrading Stan Ramos' IC502 to Blackberry Tour 9630

2. Approval of the attached cellular phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-415-00-200-001-0-619

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

BUDGETARY IMPACT:

Amount available in Requisition# 166661 in the amount of $.99 as of 12/11/09 for Sprint.

Attachments

Link: Cell Phone Request Form & Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/10/2009 09:18 AM	APRV
2	Erika Zamora	Erika Zamora	12/11/2009 10:09 AM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Griselda Salazar Started On: 12/09/2009 05:02 PM

Final Approval Date: 12/11/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☑ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

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

STIPEND ONLY:

(2) Requesting employee/position:_____

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

(3) Type of duties:

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

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

_____

COUNTY OWNED CELL PHONE ONLY:

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

Quantity:_____

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

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

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

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: Stan Ramos 956-207-9883

Department #: 200 Employee ID #:_____ Office: Info. Tech.

Service: $0.99 /mo (x) 1 months = $0.99 Account: 9-1100-415-00-200-001-0-619

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

Requisition Total: $0.99 **Requisition Number:** 166661

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

_____ Renan Ramirez 12/9/09

Signature Print Name Date

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

_____ Valde Guerra 12/11/09

Signature Print Name Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: _____

Commissioner's Court Action:

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

Revised: 04/06/2009

Requisition

Req # 00166661

PO #

Date: 12/02/09

Bill To: x
x

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

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

Contact: **GRISELDA**
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		HGAC CW05-02 / I.T. DEPT.		
		DO NOT DUPLICATE ORDER		
1.00	EACH	BLACKBERRY TOUR 9630 REPLACING STAN RAMOS' CELL PHONE (956)207-9883	.99	.99
		Account No	Encumbrance	
		9-1100-415-00-200-001-0-619	.99	
			Freight	.00
			Total	.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-18945 **12.B.**

Data Card Replacement

CC REGULAR

Date:	12/15/2009
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Indigent Defense:
1. Authorization to purchase requisition #166740 through the County's membership/participation with HGAC CW05-02 with awarded vendor Sprint for the following services:

Quantity	Description	One Time Unit Cost	Total Cost	Notes
1	MIFI 2200	$299.99 - $200.00 = $99.99	$99.99	Equipment upgrading from u598 data card to MIFI 2200 data card

2. Approval of the attached cellular phone request form under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-412-00-009-003-0-601

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

BUDGETARY IMPACT:

Funds available as of 12/10/09. Refer to requisition #00166740.

Attachments

Link: request form & requisition #166740

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 04:55 PM	APRV
2	Sylvia Solis	Sylvia Solis	12/11/2009 02:46 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Griselda Salazar — Started On: 12/09/2009 03:58 PM

Final Approval Date: 12/11/2009

CELLULAR PHONE REQUEST FORM - W.1.2

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ Cellular Service Allowance (STIPEND) ☑ Equipment Replacement

☐ County Owned Department Assigned Cellular Service ☐ Name Change

☐ Delete Service

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

STIPEND ONLY:

(2) Requesting employee/position:_____

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

(3) Type of duties:

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

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

_____

COUNTY OWNED CELL PHONE ONLY:

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

Quantity:_____

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

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

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

DATA CARDS, GPS or OTHER

(6) Requesting employee/position: David Sinder/Compliance Monitor

Department #: 009 Employee ID #: 023167 Office: Indigent Defe

Service: $_____/mo (x) ____ months = $0.00 Account: 9110041200009003060l ~~-532~~

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

Requisition Total: $99.99 **Requisition Number:** 00166740

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

Signature	Isidro Sepulveda Jr	12/07/2009
	Print Name	Date

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

Signature	Print Name	Date

(9) IT DEPARTMENT ONLY:

Service Type Codes: Replacement

Commissioner's Court Action:

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

Revised: 04/08/2009

Requisition

Req # 00166740

PO #

Date: 12/03/09

Bill To: x
x

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

Ship To: Indigent Defense
100 N. Closner
Annex Bldg 1
Edinburg Tx 78539

Contact: **David Sinder**
956-318-2372

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	EACH	equipment upgrade from u598 data card to mifi card DISCOUNT: 200	299.99	99.99
		Account No	Encumbrance	
		9-1100-412-00-009-003-0-601	99.99	
			Freight	.00
			Total	99.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-18925 **13.A.**

Bid Awards and Contracts

CC REGULAR

Date:	12/15/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Bid Awards and Contracts to Lowest Bidder Meeting all Specifications for Roof and Siding Repairs as Follows:

1. Bid #2009-045-11-03: Roof Repair - Donna I
2. Bid #2009-050-11-03: Roof Repair - San Juan II
3. Bid #2009-051-11-03: Roof Repair - Western Road

BACKGROUND

Policy Council Approval: 12.02.09

Fiscal Impact

Attachments

Link: memo

Link: Donna I roof

Link: San Juan II roof

Link: Western Road

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 03:45 PM	APRV
2	Roland Garcia	Rolando Garcia	12/11/2009 10:23 AM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Linda Galaviz			Started On: 12/09/2009 11:40 AM	
Final Approval Date: 12/11/2009				

HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: December 9, 2009

SUBJ: Recommendations of Bids "Roof Repairs"

The next lowest bids meeting all specifications for the three (3) remaining projects are as follows.

1. Bid #2009-045-11-03- Roof- Donna I- Del Sol Construction, LLC, $17,023.00
2. Bid #2009-050-11-03: Roof- S.J. II- Rincones Group, Inc. $15,975.00
3. Bid #2009-051-11-03: Roof- Western Rd- Rincones Group, Inc. $5,750.00

The total cost for these three projects is $38,748.00. We have verified the references and they all possess the required insurance.

Should you have any questions please call me. Thank you.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-045-12-15

THIS CONTRACT is made and entered into this 8th day of December, 2009 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Maria de la Fuente dba Del Sol Construction, L.L.C.** (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Donna I Head Start Center (the "Services");

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 the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **December 15th, 2009 and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in

part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **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 Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy 107
McAllen, Texas 78504

If to Company: Maria de la Fuente dba
Del Sol Construction, LLC.
1422 E. Thompson
Edinburg, TX 78542

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** 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 Contract, then any party may terminate this Contract upon sixty (60) 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 provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract

WITNESS our hands in duplicate originals this 15th day of December, 2009

APPROVED BY COMMISSIONERS COURT ON: December 15, 2009

Company:
Del Sol Construction, LLC.

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

.

EXHIBIT “A”

RFB PACKET

BID NO:2009-045-11-03	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 3, 2009

REQUEST FOR SEALED BIDS
"ROOF REPAIRS - DONNA I HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA I HEAD START"
November 3, 2009
BID NO: 2009-045-11-03

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.
Thank you.

NOVEMBER 3, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS - DONNA I HEAD START"
BID NO: 2009-045-11-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2009-045-11-03

1. Sealed Bids will be received for “ROOF REPAIRS - DONNA I HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS - DONNA I HEAD START”** and delivered to Hidalgo County Head Start Program-Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday November 17, 2009.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

1. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 17, 2009
Award of Contract	November 24, 2009
Commence Work or Deliver Products	_____, 2009

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by

Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the

requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
DONNA I HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA I HEAD START"
BID No. 2009-045-11-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS - DONNA I HEAD START. Sealed Bids will be accepted until 2:00 p.m., Tuesday, November 17, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-045-11-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, November 12, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roof Repairs:** Scope of Repairs include, but may not be limited to the following:

- Remove existing aluminum roof panels
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Remove defective valley flashing
- Remove defective pipe flashing
- Replace defective / rotten roof plywood
- Replace edge flashing
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new 20 year composition shingles
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Building located at: 1401 Silver Ave, Donna, Tx
- Time frame: Project to be completed before 12/31/2009
- No Gutters required

SITE VISIT:

Bidders must visit the Centers to suggest any other necessary work required to complete the repairs. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
DONNA I HEAD START"

EXHIBIT B

BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA I HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

COST:

DONNA I CENTER

Roof Repair Cost: $_____

Other Cost: $_____

Total Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
DONNA I HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
DONNA I HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS FOR DONNA I HEAD START CENTER"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the 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? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **NOVEMBER 17, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS - DONNA I HEAD START"**

BID NUMBER 2009-045-11-03

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS – DONNA I HEAD START"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT “B”
BID PAGE

BID PAGE
REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS - DONNA I HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: Del Sol Construction

Address: 1222 E. Thompson

Edinburg, TX 78542

By: Maria De La Fuente Del Sol Construction

Printed Name: Maria De La Fuente

Title: Owner

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

17

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

COST:

DONNA I CENTER

Roof Repair Cost: $ $17,023.00

Other Cost: $ 0.00

Total Cost: $ $17,023.00

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: Del Sol Construction

ADDRESS: 1422 E. Thompson

CITY/STATE/ZIP CODE: Edinburg, Tx 78542

PHONE NUMBER (956) 272-3112 FAX NUMBER: dlconstructions@yahoo.com

AUTHORIZED SIGNATURE:

TITLE: Supervisor

DATE: 11/17/09

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

CERTIFICATE OF INSURANCE

DATE 11/30/2009

PRODUCER
Myron F. Steves & Company
6800 Park Ten Blvd., Suite 160-S
San Antonio, TX 78213

INSURED
Maria Dela Fuente dba
Del Sole Homes Construction
1422 E. Thompson

Edinburg, TX 78539

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: Markel Essex Insurance Company
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☑ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☑ OCCUR GEN AGGREGATE LIMIT APPLIES PER ☑ POLICY ☐ PROJECT ☐ LOC	3CW3879	11/20/2009	11/20/2010	GENERAL AGGREGATE PRODUCTS-COMP/OP AGG PERSONAL & ADV INJURY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person)	$ 2,000,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $ 50,000 $ 1,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION				EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ STATUTORY LIMITS ☐ OTHER EACH ACCIDENT DISEASE - EACH EMPLOYEE DISEASE - POLICY LIMIT	$ $ $
	OTHER					$ $

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
RE: 11-30-09

CERTIFICATE HOLDER

Hidalgo County Headstart
1901 W Hwy 107
Mcallen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Fred Steves

MARBURGER-HOLT INC
PO BOX 1198
EDINBURG, TX 78540
956-383-0117

PROGRESSIVE

Policy number: 04452508-0
Underwritten by:
Progressive County Mutual Ins Co
November 25, 2009
Page 1 of 1

Certificate of Insurance

Certificate Holder	Insured	Agent
Additional Insured HIDALGO CTY HEADSTA 1901 W HWY 107 MCALLEN, TX 78504	MARIA E DELA FUENTE DEL SOL HOME CONSTRUCTION 1422 E. THOMPSON EDINBURG, TX 78542	MARBURGER-HOLT INC PO BOX 1198 EDINBURG, TX 78540

This document certifies that insurance policies identified below have been issued by the designated insurer to the insured named above for the period(s) indicated. This Certificate is issued for information purposes only. It confers no rights upon the certificate holder and does not change, alter, modify, or extend the coverages afforded by the policies listed below. The coverages afforded by the policies listed below are subject to all the terms, exclusions, limitations, endorsements, and conditions of these policies.

Policy Effective Date: Nov 25, 2009	Policy Expiration Date: Nov 25, 2010
Insurance coverage(s)	**Limits**
Bodily Injury/Property Damage	$500,000 Combined Single Limit

Description of Location/Vehicles/Special Items

Scheduled autos only

2007 FORD F150 1FTPW14587KD53688

Certificate number

32509SIC508

Please be advised that additional insureds and loss payees will be notified in the event of a mid-term cancellation.

Form 5240 (08/2)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2009

PRODUCER
XPRESS INSURANCE AGENCY
3608 Buddy Owens Blvd Ste C
McAllen, TX 78504
(956)686-2400

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
MARIA DE LA FUENTE
DBA: DEL SOL HOME CONST.
1422 EAST THOMPSON
EDINBURG, TX 78542
956-272-3112

INSURERS AFFORDING COVERAGE — NAIC#

INSURER A:
INSURER B:
INSURER C:
INSURER D: TEXAS MUTUAL INSURANCE
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS-MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE	$
		POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		ANY AUTO				COMB'D SINGLE LIMIT (Ea accident)	$
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		HIRED AUTOS				PROPERTY DAMAGE (Per accident)	$
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS-MADE				AGGREGATE	$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					$
X		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y TX 504751	12/09/09	12/09/10	WC STATU-TORY LIMITS X OTH-ER	
						E.L. EACH ACCIDENT	$ 500,000
						E.L. DISEASE - EA EMPLOYEE	$ 500,000
		OTHER				E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START
1901 W STATE HIGHWAY 107
MCALLEN, TX 78504

ATTN:ANGELICA SALINAS

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)

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DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Del Sol Construction (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Del Sol Construction (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this Bid.

Signature: Maria De la Fuente

Print Name: Maria De la Fuente

Title: Owner

Telephone No. (956) 272-3112 Date: 11/17/09

CONFLICT OF INTEREST FORM

2054057

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Del Sol Home Construction

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A

Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Signature of person doing business with the governmental entity

11/23/09
Date

EXHIBIT D

W-9 FORM

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (as appears on your income tax return. First name, middle initial, and last name. List first and circle the name of the person whose TIN you enter in Part I. See Specific Instruction on page 2.)
Maria De la Fuente

Business name, if different from above. (See Specific Instruction on page 2.)
De La Sol Home Construction

Check the appropriate box: ☑ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶

Legal Address (number, street, and apt. or suite no.)
1922 E. Thompson

Remittance Address: If different from legal address (number, street, and apt. or suite no.)

City, state and ZIP code
Edinburg, TX 78542

City, state and ZIP code

Phone # (956) 222-3112 Fax # ( ) Email address: dlconstructions@yahoo.com

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. 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 2.
Note. If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number
571-96-3636
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee (check one): No ☑ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

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.

Sign Here | Authorized Signature ▶ Maria De La Fuente Date ▶ 11/23/09

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28%, and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: 11/17/08

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name D&L Sol Construction Telephone No. (956) 272-3112

Mailing Address 1022 E. Thompson Fax No. ( )

City, State, Zip Edinburg, Tx Tax I.D. No.

E-Mail Address: dlconstructions@yahoo.com Website Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): ✓ Individual ___ Partnership ___ Corporation _ LLC ___ Other, Specify
Federal Identification No. or (if individual) SS No.

SS. 591-96-3630

State of Incorporation: _____ Other:

Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker
___ Distributor ___ Service Organization ✓ Other, Specify

Construction

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Maria Dela Fuente (owner) Jose Dela Fuente (Supervisor)

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 requirements for procurements of such products?: ☐ Yes ☐ No

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-09-050-12-15

THIS CONTRACT is made and entered into this 8th day of December, 2009 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the “Program”) a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Rincones Group, Inc.** (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for San Juan II Head Start Center (the “Services");

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 the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **December 15th, 2009 and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **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 Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy. 107
McAllen, Texas 78504

If to Company: Rincones Group, Inc.
Attn: Larry Rincones
P.O. BOX 269
Sebastian, TX 78596

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

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo

County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** 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 Contract, then any party may terminate this Contract upon sixty (60) 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 provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this 15th day of December, 2009

APPROVED BY COMMISSIONERS COURT ON: December 15, 2009

Company:
Rincones Group, Inc.

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

EXHIBIT “A”
RFB PACKET

BID NO:2009-050-11-03	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 3, 2009

REQUEST FOR SEALED BIDS
"ROOF REPAIRS – SAN JUAN II HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – SAN JUAN II HEAD START"
November 3, 2009
BID NO: 2009-050-11-03

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

NOVEMBER 3, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS – SAN JUAN II HEAD START"
BID NO: 2009-050-11-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

Enclosures

LEGAL NOTICE BID No: 2009-050-11-03

1. Sealed Bids will be received for “ROOF REPAIRS – SAN JUAN II HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS – SAN JUAN II HEAD START”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday, November 17, 2009.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

1. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:
    . No deliveries accepted after 4:30 P.M., Monday-Friday.
    . If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 17, 2009
Award of Contract	November 24, 2009
Commence Work or Deliver Products	_____, 2009

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income

Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
SAN JUAN II HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – SAN JUAN II HEAD START"
BID No. 2009-050-11-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS – SAN JUAN II HEAD START" FOR SEVERAL CENTERS OF THE HIDALGO COUNTY HEAD START PROGRAM" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Tuesday, November 17, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-050-11-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, November 12, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: Contractors will suggest any other necessary work required to complete replacement of roof. All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roofing Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Remove defective valley flashing
- Remove defective pipe flashing
- Replace defective / rotten roof plywood
- Replace edge flashing
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new 20 year composition shingles
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Building located at: 601 Earling Rd., San Juan, Tx
- Time frame: Project to be completed before 12/31/2009

SITE VISIT:

Bidders must visit the Centers to provide an accurate bid. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
SAN JUAN II HEAD START"

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS SAN JUAN II HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

SAN JUAN II CENTER

Roof Repair Cost: $_____

Other Cost: $_____

Total Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
SAN JUAN II HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit “C”

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this “Repair Contract” and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers’ Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
SAN JUAN II HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS – SAN JUAN II HEAD START"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the 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? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this Bid.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **NOVEMBER 17, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – SAN JUAN II HEAD START"**

BID NUMBER 2009-050-11-03

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT “B”
BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS SAN JUAN II HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: Riveras Corp. Inc.

Address: P.O. Box 269

By: [signature]

Printed Name: Hilario Riveras

Title: President

17

SELECTION PROCEDURES: ...e SEALED BID shall be submitted ...cording to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

SAN JUAN II CENTER

Roof Repair Cost: $ 15,975

Other Cost: $ _____

Total Cost: $ 15,975

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: Rincones Group Inc.

ADDRESS: P.O. Box 369

CITY/STATE/ZIP CODE: Sebastian, Tx 78594

PHONE NUMBER: 514-8394 FAX NUMBER: 347-5638

AUTHORIZED SIGNATURE: [signature]

TITLE: Pres.

DATE: 11/12/09

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2009

PRODUCER
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

210.342.8421
www.quirkco.com

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
Rincones Group, Inc
PO Box 269
Sebastian TX 78594

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY CLAIMS MADE ✓ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY PRO JECT LOC	NPP123/521	11/2/2009	11/2/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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. (10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE
Robert Quirk

ACORD 25 (2009/01)

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12/05/2009 09:48 MONTALVO INSURANCE AGENCY (FAX)956 969 9198 P.001/004

Attn. Ambrosio Ochoa

ACORD

CERTIFICATE OF LIABILITY INSURANCE

391-0439

DATE (MM/DD/YYYY) 12/5/2009

PRODUCER	(956) 968-5521 FAX: (956) 969-9198
Montalvo Insurance Agency	
208 South Texas Blvd	
PO Box 2	
Weslaco	TX 78599

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Rincones Group Inc.	INSURER A: Southern Vanguard Ins Co	
PO Box 269	INSURER B:	
	INSURER C:	
	INSURER D:	
Sebastian TX 78594	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO				BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) $
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) $
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
					AGG $
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE $
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE $
	☐ DEDUCTIBLE				$
	☐ RETENTION $				$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below ☐ Y/N	SSVB0062462-02	5/15/2009	5/15/2010	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
	OTHER				

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

CERTIFICATE HOLDER

Hidalgo County Headstart
P O Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

ACORD 25 (2009/01)
INS025 (2009/01)

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Rincones Group, Hilario Rincones

ADDRESS OF NAMED INSURED: PO Box 269 Sebastian, TX 78594

POLICY NUMBER	146 6336	142 6957		
EFFECTIVE DATE OF POLICY	11/04/2009	11/04/2009		
DESCRIPTION OF VEHICLE (Including VIN)	1DTEC14V4XX516335 1999 Dodge	1B7MC336XXJ513593 1999 GMC		
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	250,000	250,000		
Each Accident	500,000	500,000		
b. Property Damage Each Accident	100,000	100,000		
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES $ ☒ NO Deductible	☒ YES $1,000 ☐ NO Deductible	☐ YES $ ☐ NO Deductible	☐ YES $ ☐ NO Deductible
b. Collision	☐ YES $ ☒ NO Deductible	☒ YES $1,000 ☐ NO Deductible	☐ YES $ ☐ NO Deductible	☐ YES $ ☐ NO Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative — Title — Agent's Code Number — Date

Name and Address of Certificate Holder:
Hidalgo County Headstart Program
1901 W HWY 107
Mcallen, TX 78504

Name and Address of Agent:
JAVIER RINCONES
INSURANCE AGENCY
1451 W Durama Ave., Ste. 2
Alamo, Tx. 78516
956-782-0700
956-782-0736 fax

INTERNAL STATE FARM USE ONLY: 122429.3 Rev. 07-26-2005
- ☐ Request permanent Certificate of Insurance for liability coverage.
- ☐ Request Certificate Holder to be added as an Additional Insured.

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Riviera Corp (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Riviera Corp (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: H. Flavio Riviera

Title: President

Telephone No.: 671-8394 Date: 11/17/05

CONFLICT OF INTEREST FORM

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2055617
As
Recording

Recorded On: December 01, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CIQ

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 2009-2055617
Receipt Number: 1084783
Recorded Date/Time: December 01 2009 02:40P

User / Station: A Uresti - Cash Station 03

Record and Return To:
RINCONES GROUP INC
PO BOX 289
SEBASTIAN TX 78594

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT D

2055617

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Pinecrest Gp Inc

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☑ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 Signature of person doing business with the governmental entity

Alma Rincones

12/1/09
Date

EXHIBIT D

TOTAL P.01

W-9 FORM

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first. Circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Rincones Bo Inc.

Business name, if different from above. (See Specific Instructions on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
P.O. Box 369

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Sebastian, Tx 78594

City, state and ZIP code

Phone #( ) Fax #( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
2 2 - 0 1 6 8 5 6 0

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee. (check one): No ___ Yes ___ If yes, In compliance with the State Ethics Commission requirements

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.

Sign Here | Authorized Signature ▶ [signature] Date ▶ 10/7/09

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued)
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS or such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Riveras Grp. Inc	Telephone No. (956) 591-8394
Mailing Address PO Box 269 Fax No. ( )	347-5638
City, State, Zip Sebastian, TX 78594	Tax I.D. No.
E-Mail Address: Hriveras@aol.com	Website Address:
Representative(s) Name(s) & Title(s) Hilario Riveras, President	
Type of Organization (check one): Individual ___ Partnership ✓ Corporation ___ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: Texas	Other:
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker ___ Distributor ___ Service Organization ___ Other, Specify General Construction	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Hilario Riveras - President	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ✓ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt	Disadvantaged Business (At Least 51% Ownership) ☐ Black American ☐ Native American ☒ Hispanic American ☐ Women ☐ Asian Pacific American ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ✓ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☐ No	
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: ☐ Yes ✓ No	

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-051-12-15

THIS CONTRACT is made and entered into this 8th day of December, 2009 by and between **HIDALGO COUNTY HEAD START PROGRAM,** (the "Program") a federally funded program under the auspices of HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas and **Rincones Group, Inc.** (the "Company").

WHEREAS, Company responded to requests for sealed bids for **Roof Repairs** for Western Road Head Start Center (the "Services");

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 the Specifications, the Commissioners Court of Hidalgo County awarded the bid to Company;

WHEREAS, Program requires that vendors comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. Program and Company hereby agrees that this Contract is entered into in order to provide the Services as described herein. 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 Head Start Program following a request for Services by the Hidalgo County Head Start Program Field Operations Department Head or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. **Term**. This Contract shall be for a period beginning **December 15h, 2009 and** ending upon the completion of project and may be extended at the sole discretion of Program for an additional thirty (30) 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 Program agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide current insurance on all its vehicles and all persons connected with providing the Services under this Contract naming Program as an additional insured (with coverage in the amounts described in Exhibit "C" attached hereto and incorporated herein for all purposes), and shall furnish to Program 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 Program, 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 Program 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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Program, and not otherwise.

11. **Non-Assignment.** This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party, which consent shall not be unreasonably withheld.

12. **No Waiver**. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach.

13. **Independent Contractor.** It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship and Program has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

14. **Wages**. Company agrees to comply with the prevailing wages determined in accordance with the Davis Bacon Act, CFR 29, U.S. Department of Labor.

15. **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 Program: Hidalgo County Head Start Program
Attn: Teresa Flores
1901 W. Hwy. 107
McAllen, Texas 78504

If to Company: Rincones Group, Inc.
Attn: Larry Rincones
P.O. BOX 269
Sebastian, TX 78594

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.

16. 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.

17. **Amendments.** This Contract shall constitute the entire understanding of the parties with respect to the subject matter and supersedes any prior understandings or written or oral agreement between the parties respecting the subject matter within. Further, no amendment, modification or alteration of terms shall be binding unless the same is in writing, and duly executed by the parties.

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

19. **TEXAS LAW TO APPLY.** The provisions of this Contract will be construed under and in accordance with the provisions of the laws of the State of Texas, and all obligations of the parties created hereunder and performable in Hidalgo County, Texas.

20. **Termination**. 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 without cause by Program with thirty day's written notice prior to cancellation.

21. **Commitment of Current Revenues.** 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 Contract, then any party may terminate this Contract upon sixty (60) 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 provisions of Tex. Loc. Govt. Code Ann. § 271.903.

22. **Warranty.** Company warrants that its work is Free of defect for a period of one year from the date of completion of the work performed under this contract.

WITNESS our hands in duplicate originals this 15th day of December, 2009

APPROVED BY COMMISSIONERS COURT ON: December 15, 2009

Company:
Rincones Group, Inc.

By:_____ By:_____
(Company Name) Rene Ramirez, County Judge

By:_____
(Print Name)

By:_____ By:_____
(Title) Teresa Flores, Executive Director

By:_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FROM:
OXFORD & GONZALEZ

By: _____
Ricardo Gonzalez

APPROVED AS TO FROM
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain
.

EXHIBIT “A”
RFB PACKET

BID NO:2009-051-11-03	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 3, 2009

REQUEST FOR SEALED BIDS
"ROOF REPAIRS – WESTERN ROAD HEAD START"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – WESTERN ROAD HEAD START"
November 3, 2009
BID NO: 2009-051-11-03

1) Request For Sealed Bids Letter, 1 page

2) Request for Sealed Bids, Legal Notice, 6 pages

3) Exhibit A: Requirements Criteria, 5 pages

4) Exhibit B: Bid Page, 3 pages

5) Exhibit C: Insurance Requirements, 3 pages

6) Exhibit D: Conflict of Interest Questionnaire, 2 pages

7) Respondent/Vendor Application, 1 page

8) Historically Underutilized Business (HUB) Declaration, 1 page

9) Certification for Primary Covered Transactions, 1 pages

10) Draft Contract for Professional Services, 6 pages

11) W-9 Form (Request for Taxpayer ID) 1 pages

The above mentioned items shall be found in the Request for Sealed Bids packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Hidalgo County Head Start Program Procurement Department by calling Ambrosio Tovar at (956) 380-4149, advise of missing documentation, and Procurement Department will forward information either through facsimile or by U.S. Mail.

Thank you.

NOVEMBER 3, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"ROOF REPAIRS – WESTERN ROAD HEAD START"
BID NO: 2009-051-11-03

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for “ROOF REPAIRS – WESTERN ROAD HEAD START” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and Three (3) copies of Bids must be enclosed in a Sealed Envelope And/or Package With Vendor's 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: SEALED BID **“ROOF REPAIRS – WESTERN ROAD HEAD START”** and delivered to Hidalgo County Head Start Program- Administration Office located: 1901 W. State Hwy 107, McAllen, Texas ON OR BEFORE **2:00 p.m. Tuesday, November 17, 2009.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY SEALED BIDS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO THE SEALED BID.

1. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

5. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

6. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

7. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

8. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

9. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

10. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

11. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

12. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

13. BILLING INSTRUCTIONS:

Contact person for Billing and Payment questions:
HIDALGO COUNTY HEAD START PROGRAM
Elma Keller, Finance Director
P. O. Box 0117
Edinburg, TX 78540
(956) 380-4131

14. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	November 17, 2009
Award of Contract	November 24, 2009
Commence Work or Deliver Products	_____, 2009

15. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

16.Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program 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.

17. 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 Hidalgo County Head Start Program.

18. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

19. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided 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.

20. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income

Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

21. 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 Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

22. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

23. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

24. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program's discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

25. 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.

26. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

27. Bidder shall provide with the bid response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

28. Bidder must provide all documentation requested with this Bid in their response. Failure to provide this information may result in rejection of the bid as non-conforming.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"ROOF REPAIRS –
WESTERN ROAD HEAD START"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – WESTERN ROAD HEAD START"
BID No. 2009-051-11-03

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Hidalgo County Head Start Program is seeking to engage REPAIRS. The Procurement Department will receive sealed envelopes containing BID for the provision of "ROOF REPAIRS – WESTERN ROAD HEAD START" as specified herein. Sealed Bids will be accepted until 2:00 p.m., Tuesday, November 17, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-051-11-03

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Thursday, November 12, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

SECTION II: REQUIREMENTS

REQUEST FOR SEALED BIDS: The required contents and limitations for the preparation of the BID are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted BID. A total of one (1) original and three (3) copies of the RFB shall be submitted to the address on the cover letter.

Project Overview:
It is the intention of the Hidalgo County Head Start Program to receive BIDS from interested individuals for the purposes of Repair for the centers referenced within.

Contents:
The required contents for the sealed bids are presented below in the order they should be incorporated into the submitted document.

SPECIFICATIONS – GENERAL: Contractors will suggest any other necessary work required to complete replacement of roof. All replacement materials must be at minimum, equal to or better than the existing materials

I. **Scope of Services Roofing Repair:** Scope of Repairs include, but may not be limited to the following:

- Remove existing shingles
- Remove existing roofing felt
- Remove defective existing valley flashing
- Remove defective / rotten roof plywood
- Remove defective edge flashing
- Remove defective valley flashing
- Remove defective pipe flashing
- Replace defective / rotten roof plywood
- Replace edge flashing
- Replace defective valley flashing
- Replace defective pipe flashing
- Install new 30 weight roofing felt
- Install new 20 year composition shingles
- Remove debris daily from premises
- Must meet Davis Bacon Act requirements
- Building located at: Corner of 2221 & Western Rd, Mission, Tx
- Time frame: Project to be completed before 12/31/2009

SITE VISIT:

Bidders must visit the Centers to provide an accurate bid. Bidder shall not be relieved of responsibility for improperly estimating cost of serviced required. The visit must be coordinated in advance with Field Operations Director for the Hidalgo County Head Start Program, or designated representative, at (956) 383-0706 ext. 217.

BILLING SPECIFICATIONS:

All Invoices must be submitted to the Field Operations Department upon satisfactory completion of project. There will be NO Advance Payments.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
WESTERN ROAD HEAD START"

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – WESTERN ROAD HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

WESTERN ROAD HEAD START CENTER

Roof Repair Cost: $_____

Other Cost: $_____

Total Cost: $_____

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

"ROOF REPAIRS –
WESTERN ROAD HEAD START"

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit “C”

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this “Repair Contract” and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers’ Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to 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.

INSURANCE REQUIREMENT ACKNOWLEDGMENT

I,_____authorized representative for_____

Company/Vendor. Hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired upon notification of intent to award bid at the next regularly scheduled Hidalgo County Commissioners' Court; (*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.)

☐ will acquire additional amount needed to meet the County's requirements upon notification of intent to award bid at the next scheduled Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

(*An insurance certificate for the required insurance limits shall be provided to the Purchasing Department by no later 9:30 a.m., the morning of the Commissioner's Court meeting, in order to qualify for award of bid and to execute a contract between our Company and the County.) OR

☐ have already been met, see attached copy of insurance certificate.

_____ _____

Authorized Representative Date

Notice to Respondent: Failure to provide Certificates of Insurance at Commissioners' Court will cause the bid award to be rescinded and then awarded to next lowest respondent.

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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"ROOF REPAIRS –
WESTERN ROAD HEAD START"

EXHIBIT D

PROPOSER'S AFFIDAVIT

EXHIBIT "D"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "ROOF REPAIRS – WESTERN ROAD HEAD START"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the 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? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____%
(List HUB Subcontractor information below).

HUB Subcontractor Name:
HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed: _____

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission
□ Other

Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $
Description of Work to be performed:

HUB Subcontractor Name: _____ HUB Status:

Certifying Agency (Check all applicable): □ State General Services Commission □ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____Title: _____ Phone No.: ( )
Subcontract Amount: $_____
Description of Work to be performed: _____

Certification For
Primary Covered Transactions

1. The _____ (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the _____ (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this Bid.

Signature:_____

Print Name:_____

Title:_____

Telephone No.:_____ Date: _____

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

-

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

Social security number
□□□-□□-□□□□
OR
Employer identification number
□□-□□□□□□□

DUNS
□□□□□□□□□

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ If yes, In compliance with the State Ethics Commission requirements.

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See **Pub 515,** Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

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.

Form **MA- W-9** (Rev. April 2009)

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **NOVEMBER 17, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"ROOF REPAIRS – WESTERN ROAD HEAD START"**

BID NUMBER 2009-051-11-03

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

EXHIBIT D

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 Hidalgo County Head Start Program. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business that contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractor and others who desire to conduct business with Hidalgo County Head Start Program are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C. Misdemeanor.

Please Submit completed forms to the Hidalgo County Clerk's Office located at 100 North Closner, Edinburg, Texas 78539-Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE RESPECTIVE PARTICIPANT.

EXHIBIT “B”

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"ROOF REPAIRS – WESTERN ROAD HEAD START"
November 3, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: Rincones Group, Inc.

Address: P.O. Box 269

By:

Printed Name: Hilario Rincones

Title: President

17

SELECTION PROCEDURES: 1 SEALED BID shall be submitted a ording to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Tuesday, November 17, 2009.

WESTERN ROAD HEAD START CENTER

Roof Repair Cost: $ 5,750

Other Cost: $ ____

Total Cost: $ 5,750

Bidder's signature indicates an understanding and intent to comply with all Federal state and local regulations associated with implementing a Head Start Program and that the listed bid price will be valid for a period of ninety (90) days.

BIDDER'S NAME: Roofing Up Inc

ADDRESS: P.O. Box 369

CITY/STATE/ZIP CODE: Sebastian, Tx.

PHONE NUMBER: 671-8394 FAX NUMBER: 347-5638

AUTHORIZED SIGNATURE: [signature]

TITLE: Pres

DATE: 11/17/09

*****It is Mandatory that Bid Page be included in Bid Package*****

EXHIBIT “C”
INSURANCE REQUIREMENTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/5/2009

PRODUCER
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

210.342.9421
www.quirkco.com

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
Rincones Group, Inc
PO Box 269
Sebastian TX 78594

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY	NPP1237921	11/2/2009	11/2/2010	EACH OCCURRENCE	$ 1,000,000
		✓ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
		CLAIMS MADE ✓ OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		✓ POLICY PRO- JECT LOC				PRODUCTS - COMP/OP AGG	$ 1,000,000
		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
		SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
		HIRED AUTOS					
		NON-OWNED AUTOS					
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU- TORY LIMITS OTH- ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y / N			E.L. EACH ACCIDENT	$
						E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County Headstart
P O Box 0117
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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. 10 Days for Non-Payment of Premium.

AUTHORIZED REPRESENTATIVE

Robert Quirk

ACORD 25 (2009/01)

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CERT NO: 635647 San Juanita Palacios 12/5/2009 7:56:33 AM Page 1 of 1

12/05/2009 09:48 MONTALVO INSURANCE AGENCY (FAX)956 969 9198 P.001/004

Attn. Ambrosio Ochoa

ACORD

CERTIFICATE OF LIABILITY INSURANCE

391-0439

DATE (MM/DD/YYYY) 12/5/2009

PRODUCER	(956) 968-5521 FAX: (956) 969-9198
Montalvo Insurance Agency	
208 South Texas Blvd	
PO Box 2	
Weslaco	TX 78599

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED	INSURERS AFFORDING COVERAGE	NAIC #
Rincones Group Inc.	INSURER A: Southern Vanguard Ins Co	
PO Box 269	INSURER B:	
	INSURER C:	
	INSURER D:	
Sebastian TX 78594	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY				EACH OCCURRENCE $
	☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) $
	☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person) $
					PERSONAL & ADV INJURY $
	GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE $
	☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG $
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) $
	☐ ANY AUTO				BODILY INJURY (Per person) $
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident) $
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) $
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT $
	☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC $
					AGG $
	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE $
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE $
	☐ DEDUCTIBLE				$
	☐ RETENTION $				$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below ☐ Y/N	SSVB0062462-02	5/15/2009	5/15/2010	☐ WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT $ 500,000 E.L. DISEASE - EA EMPLOYEE $ 500,000 E.L. DISEASE - POLICY LIMIT $ 500,000
	OTHER				

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

CERTIFICATE HOLDER

Hidalgo County Headstart
P O Box 0117
Edinburg, TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

ACORD 25 (2009/01)
INS025 (2009/01)

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CERTIFICATE OF INSURANCE

SUCH INSURANCE AS RESPECTS THE INTEREST OF THE CERTIFICATE HOLDER NAMED BELOW WILL NOT BE CANCELED OR OTHERWISE TERMINATED WITHOUT GIVING 10 DAYS PRIOR WRITTEN NOTICE TO THE CERTIFICATE HOLDER, BUT IN NO EVENT SHALL THIS CERTIFICATE BE VALID MORE THAN 30 DAYS FROM THE DATE WRITTEN. THIS CERTIFICATE OF INSURANCE DOES NOT CHANGE THE COVERAGE PROVIDED BY ANY POLICY DESCRIBED BELOW.

This certifies that:
- ☒ STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY of Bloomington, Illinois
- ☐ STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois
- ☐ STATE FARM COUNTY MUTUAL INSURANCE COMPANY OF TEXAS of Dallas, Texas
- ☐ STATE FARM INDEMNITY COMPANY of Bloomington, Illinois, or
- ☐ STATE FARM GUARANTY INSURANCE COMPANY of Bloomington, Illinois

has coverage in force for the following Named Insured as shown below:

NAMED INSURED: Rincones Group, Hilario Rincones

ADDRESS OF NAMED INSURED: PO Box 269 Sebastian, TX 78594

POLICY NUMBER	146 6336	142 6957		
EFFECTIVE DATE OF POLICY	11/04/2009	11/04/2009		
DESCRIPTION OF VEHICLE (Including VIN)	1DTEC14V4XX516335 1999 Dodge	1B7MC336XXJ513593 1999 GMC		
LIABILITY COVERAGE	☒ YES ☐ NO	☒ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
LIMITS OF LIABILITY a. Bodily Injury Each Person	250,000	250,000		
Each Accident	500,000	500,000		
b. Property Damage Each Accident	100,000	100,000		
c. Bodily Injury & Property Damage Single Limit Each Accident				
PHYSICAL DAMAGE COVERAGES a. Comprehensive	☐ YES $ ☒ NO Deductible	☒ YES $1,000 ☐ NO Deductible	☐ YES $ ☐ NO Deductible	☐ YES $ ☐ NO Deductible
b. Collision	☐ YES $ ☒ NO Deductible	☒ YES $1,000 ☐ NO Deductible	☐ YES $ ☐ NO Deductible	☐ YES $ ☐ NO Deductible
EMPLOYERS NON-OWNED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
HIRED CAR LIABILITY COVERAGE	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO
FLEET - COVERAGE FOR ALL OWNED AND LICENSED MOTOR VEHICLES	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO	☐ YES ☐ NO

Signature of Authorized Representative — Title — Agent's Code Number — Date

Name and Address of Certificate Holder:
Hidalgo County Headstart Program
1901 W HWY 107
Mcallen, TX 78504

Name and Address of Agent:
JAVIER RINCONES
INSURANCE AGENCY
1451 W Durama Ave., Ste. 2
Alamo, Tx. 78516
956-782-0700
956-782-0736 fax

INTERNAL STATE FARM USE ONLY: 122429.3 Rev. 07-26-2005
- ☐ Request permanent Certificate of Insurance for liability coverage.
- ☐ Request Certificate Holder to be added as an Additional Insured.

DEBARMENT FORM

Certification For
Primary Covered Transactions

1. The Riveras Corp Inc (Vendor Name) certifies to the best of its knowledge and belief, that it and its principals:

   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

   b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

   d) Have not within a three-year period preceding this request for qualifications had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the Riveras Corp Inc (Vendor Name) is unable to certify to any of the statements in this certification, such prospective vendor shall attach an explanation to this RFQ.

Signature: _____

Print Name: Hilario Riveras

Title: President

Telephone No.: 671-8394 Date: 11/17/05

CONFLICT OF INTEREST FORM

Hidalgo County
Arturo Guajardo Jr.
County Clerk
Edinburg,TX 78540

Instrument Number: 2009-2055617
As
Recording

Recorded On: December 01, 2009

Parties:

To

Billable Pages: 1

Number of Pages: 2

Comment: CIQ

** Examined and Charged as Follows: **

Recording	16.00
Total Recording:	16.00

********** THIS PAGE IS PART OF THE INSTRUMENT **********
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law

File Information:

Document Number: 2009-2055617
Receipt Number: 1084783
Recorded Date/Time: December 01 2009 02:40P

User / Station: A Uresti - Cash Station 03

Record and Return To:
RINCONES GROUP INC
PO BOX 289
SEBASTIAN TX 78594

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Arturo Guajardo Jr.
County Clerk
Hidalgo County, TX

EXHIBIT D

2055617

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

Pinecrest Gp Inc

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

N/A
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach 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 government entity?

☐ Yes ☑ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☑ No

D. Describe each employment or business relationship with the local government officer named in this section.

4 [signature] 12/1/09

Signature of person doing business with the governmental entity — Date

Homa Rincones

EXHIBIT D

TOTAL P.01

W-9 FORM

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name. If joint names, list first. Circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)
Rincones Bo Inc.

Business name, if different from above. (See Specific Instructions on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☑ Corporation ☐ Partnership ☐ Other ▶

Legal Address: number, street, and apt. or suite no.
P.O. Box 369

Remittance Address: if different from legal address number, street, and apt. or suite no.

City, state and ZIP code
Sebastian, Tx 78594

City, state and ZIP code

Phone #( ) Fax #( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.
Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
2 2 - 0 1 6 8 5 6 0

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee. (check one): No ___ Yes ___ If yes, In compliance with the State Ethics Commission requirements

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.

Sign Here | Authorized Signature ▶ [signature] Date ▶ 10/7/09

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued)
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS or such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II instructions on page 2.

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.

Form MA- W-9 (Rev. April 2009)

BIDDER/VENDOR APPLICATION

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Riveras Grp. Inc	Telephone No. (956) 591-8394
Mailing Address P.O. Box 249	Fax No. ( ) 347-5638
City, State, Zip Sebastian, TX 78594	Tax I.D. No.
E-Mail Address: Riveras@aol.com	Website Address:
Representative(s) Name(s) & Title(s): Hilario Riveras, President	
Type of Organization (check one): Individual ___ Partnership ✓ Corporation ___ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.	
State of Incorporation: Texas	Other:
Type of Business (check one): ___ Manufacturer ___ Wholesaler ___ Retailer ___ broker ___ Distributor ___ Service Organization ___ Other, Specify General Construction	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: Hilario Riveras - President	
Small and/or Disadvantaged Business Information (check application criteria) Small Business: ☐ Less than 125,000 annual gross receipt ☐ Less than 250,000 annual gross receipt ✓ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt Disadvantaged Business (At Least 51% Ownership) ☐ Black American ☐ Native American ☐ Hispanic American ☐ Women ☐ Asian Pacific American ☐ Other Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ✓ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No	
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: ☐ Yes ✓ No	

AI-18932 **13.B.**

Three Portable Classrooms

CC REGULAR

Date:	12/15/2009
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of Bid Award and Contract to Lowest Bidder Meeting all Specification for the Construction of Three (3) Portable Classrooms Bid#2009-052-11-10

BACKGROUND

Policy Council Approval: 12.14.09

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Portable Buildings
Link: Bid Info
Link: bid tabulation
Link: BID BOND
Link: BID FORM
Link: BID PAGE
Link: CONFLICE OF INTEREST
Link: DEPT. FORM
Link: INS. GENERAL
Link: INS. WORKER-AUTO
Link: APPLICATION

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 03:46 PM	APRV
2	Roland Garcia	Rolando Garcia	12/11/2009 01:40 PM	APRV

3	Auditor's Office	12/11/2009 05:24 PM	NEW
Form Started By: Linda Galaviz		Started On: 12/09/2009 01:51 PM	
Final Approval Date: 12/11/2009			

Hidalgo County Head Start Program
Policy Council Agenda

DATE: December 14, 2009

SUBJECT: Discussion/Approval of Bid Award and Contract to Lowest Bidder Meeting All Specifications for the Construction of Three Portable Classrooms, Bid #2009-052-11-10

RATIONALE/NEED: To construct three (3) new 2 classroom portable buildings with funding provided by the American Recovery and Reinvestment Act (ARRA).

RECOMMENDATION: Administration recommends approval of bid award to:
Bid #2009-052-11-10: TBA

COST: Budget not to exceed $543,552.00

RELATED INFORMATION INCLUDED: Memo/Contract

* *

INITIATED BY: Ambrosio Tovar, Procurement Director A. Tovar

REVIEWED BY: Mr. Edmundo Garcia, Assistant Director

PROGRAM DIRECTOR'S APPROVAL: Teresa Flores

DRAFT

AIA® Document A101™ – 2007

Standard Form of Agreement Between Owner and Contractor
where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «Tenth » day of «September - » in the year «Two Thousand Nine »
(In words, indicate day, month and year)

BETWEEN the Owner:
(Name, legal status, address and other information)

County of Hidalgo
2812 S. Business Hwy 281
Edinburg, Texas 78539
«»«»
«»
«»
«»

and the Contractor:
(Name, legal status, address and other information)

«»«»
« »
« »
« »

for the following Project:
(Name, location and detailed description)

Hidalgo County Headstart Program – Three Portable Classroom Additions ~~«Template II»~~
«»
«»

The Architect:
(Name, legal status, address and other information)

«»«»
«»
«»
«»

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Formatted: AIA FillPoint Paragraph

Formatted: Numbered + Level: 1 + Numbering Style: A, B, C, … + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Indent at: 0.5"

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User Notes: (1515532406)

TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

10 INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.
(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

3.1.1 Liquidated Damages: O~~WNER~~wner and Contractor~~ONTRACTOR~~ recognize that time is of the essence in this Agreement and that O~~WNER~~wner will suffer financial loss if the Work is not completed within the time specified in Paragraph 3.1 above, plus any extension thereof allowed in accordance with Article 8 of the General Conditions. They also recognize the delays, expense and difficulties involved in providing in a legal proceeding, the actual loss suffered by ~~OWNER~~Owner if the Work is not completed on time. Accordingly, instead of requiring such proof, Owner and ~~CONTRACTOR~~Contractor agree that as liquidated damages for delay (but not as penalty) ~~CONTRACTOR~~Contractor shall pay ~~OWNER~~Owner, Five———— Hundred Dollars ($~~–~~500——.00) for each day that expires after the time specified in Paragraph 3.1 for Substantial Completion until the work is substantially complete.

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User Notes: (1515532406)

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » («») days from the date of commencement, or as follows:
(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

« »

Portion of Work	Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

See 3.1.1 above. « »

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » ($ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 4.3 Unit prices, if any:
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit ($ 0.00)

§ 4.4 Allowances included in the Contract Sum, if any:
(Identify allowance and state exclusions, if any, from the allowance price.)

ItemBetterment Allowance	Price

4.5 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, then any party may terminate this Contract 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 Contract. 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 provisions of Tex. Loc. Govt. Code Ann. ' 271.903.

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User Notes: (1515532406)

ARTICLE 5 PAYMENTS

§ 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the **30th** «→» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than **the fifth «→» day following approval by Commissioners Court.** ~~of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.~~

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of «→Five Percent (« »5%). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction**, as modified by Owner and attached hereto as Exhibit –C—**;

.2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of «Five Percent→» («5%→»);

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007**, as modified by Owner and attached hereto as Exhibit "——C"**;

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

.1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)

.2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007**, as modified by Owner and attached hereto as Exhibit "——C"**;

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§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:
(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)

Not Applicable« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit ——— "C"; and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment and ~~, or as follows:~~upon acceptance by the ~~OWNER~~Owner and ~~ARCHITECT~~Architect, and after satisfactory evidence has been given by the C~~ONTRACTOR~~ontractor that all his bills have been paid and the entire project is free from liens.

« »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "—C", unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »
« »

§ 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "—C", the method of binding dispute resolution shall be as follows:
(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2007

[« X »] Litigation in a court of competent jurisdiction

[« »] Other *(Specify)*

« »

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

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§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » « »

§ 8.3 The Owner's representative:
(Name, address and other information)

§ 8.4 The Contractor's representative:
(Name, address and other information)

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

« »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor, as modified by Owner and attached hereto as Exhibit "—C",

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction, as modified by Owner and attached hereto as Exhibit "—C".

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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§ 9.1.4 The Specifications:
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)
« »

Section	Title	Date	Pages

§ 9.1.5 The Drawings:
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)
« »

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 AIA Document E201™–2007 as modified by Owner and attached hereto as Exhibit "—C", Digital Data Protocol Exhibit, if completed by the parties, or the following:

« »

.2 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)

«

1. –Exhibit 'A' Bid Form and Addendums from
2. Exhibit 'B' Project Manual (Specifications)
3. Exhibit 'C' AIA Document A201-2007 as modified by Owner
4. Exhibit 'D' Notice to Proceed
5. Exhibit 'E' Certificate of Insurance
6. Exhibit 'F' Performance and Payment Bonds

~~Bid Form from~~
~~»Project Manual~~
~~Addendums~~ .

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ARTICLE 10 INSURANCE AND BONDS
The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "—C",
(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007, as modified by Owner and attached hereto as Exhibit "—C").

Type of insurance or bond	Limit of liability or bond amount ~~($ 0.00)~~

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This Agreement entered into as of the day and year first written above and is executed in three (3) original copies, of which one is to be delivered to the Contractor, one to the Architect for use in the administration of the Contract, and the remainder to the Owner.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
Juan D. Salinas III, County Judge	« »
(Printed name and title)	*(Printed name and title)*
APPROVED AS TO FORM:	**ATTEST:**
(Signature)	*(Signature)*
Steve L. Crain	Arturo Guajardo Jr., County Clerk
(Printed name and title)	*(Printed name and title)*

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BID NO:2009-052-11-10	BUYER: Ambrosio Tovar	TEL. NO: (956) 380-4149

HIDALGO COUNTY HEAD START PROGRAM
McAllen, Texas

November 10, 2009

REQUEST FOR SEALED BIDS
"CONSTRUCTION OF PORTABLE BUILDINGS"

Contact Person:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
1901 West State Hwy 107
McAllen, Texas 78504
(956) 380-4149

NOVEMBER 10, 2009

_____

_____

_____

RE: HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS
"CONSTRUCTION OF PORTABLE BUILDINGS"
BID NO: 2009-052-11-10

Dear Sir/Madam:

Enclosed please find a Sealed Bids packet for your review and consideration. Hidalgo County Head Start Program Procurement Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Hidalgo County Head Start Program Procurement Department at (956) 380-4149.

Sincerely,

Ambrosio Tovar
Procurement Director
Hidalgo County Head Start Program

1. Sealed Bids will be received for “CONSTRUCTION OF PORTABLE BUILDINGS” in accordance with the requirements attached as Exhibit "A" hereto. Bids should address all requirements set forth. Strong rationale must be presented for any deviation from the requirements. Hidalgo County Head Start Program reserves the right to reject the deviation and its effect on the overall bids.

2. One (1) original and three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package with **BID# 2009-052-11-10 “CONSTRUCTION OF PORTABLE BUILDINGS” to be delivered or mailed to** Hidalgo County Head Start Program with a physical location 1901 W. S.H. 107 McAllen, TX 78504 or mailing address of P.O. BOX 0117 Edinburg, TX 78540, **on or before 2:00 p.m., THURSDAY, DECEMBER 10, 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 NO.;2009-052-11-10 HIDALGO COUNTY HEAD START PROGRAM – CONSTRUCTION OF PORTABLE BUILDINGS”** Hidalgo County Head Start Program reserved 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 Head Start Program.

3. Hidalgo County Head Start Program reserves the right to separate and accept, or eliminate any items(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County Head Start Program also reserves the right to 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. Receipt of any bid shall under no circumstances obligate Hidalgo County Head Start Program to accept the lowest dollar bid. The award of this contract shall be made to the responsible offer or whose bid is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County Head Start Program. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Head Start may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise

5. For work to be performed at an Hidalgo County Head Start Program owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule, shall release Hidalgo County Head Start Program from all obligations to the contracting party with regard to the item(s) in question. In such event, Hidalgo County Head Start Program may elect to award the contract to the next-lowest responsible vendor, or to reject all bids and re-advertise. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County Head Start Program. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within sixty (60) days from the scheduled time to open bids.

8. Bid prices are to remain firm for a minimum of ninety (90) days after priced bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by Teresa Flores, Executive Director or her designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidder shall acknowledge receipt of all addenda as a part of their bid.

10. Hidalgo County Head Start Program reserves the right to accept or reject any or all bids.

11. Costs are to be Net F.O.B., Hidalgo County Head Start Program prepaid.

12. Hidalgo County Head Start Program is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the Hidalgo County Head Start Program budget for this fiscal year only. Hidalgo County Head Start Program, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of Hidalgo County Head Start Program are insufficient to meet the liabilities of said contract. The award of a Sealed Bid or contract hereunder will not be construed to create a debt of

the Hidalgo County Head Start Program which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Head Start Program Procurement's Office in order to establish an account with Head Start. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

. No deliveries accepted after 4:30 P.M., Monday-Friday.
. If you need additional information call the office listed below:

Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
(956) 380-4149

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase order (if any)
  d) Notation – **HIDALGO COUNTY HEAD START PROGRAM CONSTRUCTION OF PORTABLE BUILDINGS"** 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 HEAD START PROGRAM
  Elma Keller, Finance Director
  P. O. Box 0117
  Edinburg, TX 78540
  (956) 380-4131

17. Schedule of Events

Sealed Bid Acceptance, 2:00 P.M.	December 10, 2009
Award of Contract	December 15, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond; Payment under Contract:

- If the contract proposed is for the construction of public works or is for a contract 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 bid shall furnish a performance bond to the Hidalgo County Head Start Program 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 Hidalgo County Head Start Program, and, if applicable, the receipt by Hidalgo County Head Start Program of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor shall provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the bid unit price to the estimated quantities included in the requirements.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, of the County, Hidalgo County Head Start Program 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 bid therefore pending before any department or agency of the County, Hidalgo County Head Start Program.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, Hidalgo County Head Start Program or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County Head Start Program ("the Program") 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 Program, By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County Head Start Program for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County 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
  COMPLETETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to Hidalgo County Head Start Program.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bids: A prospective bid must affirmatively demonstrate bidder's responsibility. A prospective bid, by submitting a bid, represents to Hidalgo County Head Start Program 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 bided delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to Hidalgo County Head Start Program, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County or Hidalgo County Head Start Program including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by Hidalgo County Head Start Program with thirty (30) day written notice prior to cancellation.

26. Hidalgo County Head Start Program reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the Hidalgo County Head Start Program in the event of breach or default by successful bidder; Hidalgo County Head Start Program reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

27. Successful bidder shall defend, indemnify and hold harmless Hidalgo County Head Start Program 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 in the execution of, or performance under, any contract which may result from bid award. Successful bidder indemnifies and will indemnify and save harmless Hidalgo County Head Start Program from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful bidder shall pay any judgment with costs which may be obtained against Hidalgo County Head Start Program growing out of such injury or damages, and shall, upon request, provide a defense to Hidalgo County Head Start Program by counsel reasonably acceptable to Hidalgo County Head Start Program. 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 or services provided by successful bidder.

28. Successful bid shall warrant that all items/services shall conform to the requirements and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval.

    Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to Hidalgo County Head Start Program. Items not picked up within one (1) week after notification shall be deemed a donation to Hidalgo County Head Start Program and may be used or disposed of at Hidalgo County Head Start Program’s discretion and without waiver of any other rights of Hidalgo County Head Start Program as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of Hidalgo County Head Start Program.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BIDS

"CONSTRUCTION OF PORTABLE BUILDINGS"

EXHIBIT A

REQUIREMENTS

ACKNOWLEDGMENT FORM

SEALED BID
FOR
HIDALGO COUNTY HEAD START PROGRAM
"CONSTRUCTION OF PORTABLE BUILDINGS"
BID NO.2009-052-11-10

We, as an interested party, agree to the criteria and the requirements of the SEALED BID and have submitted our sealed bid as requested.

All costs involved in submitting this statement to Hidalgo County Head Start Program shall be borne in full by the bidding company.

COMPANY: _____

ADDRESS: _____

AUTHORIZED REPRESENTATIVE: _____

SIGNATURE: _____

TITLE: _____

TELEPHONE: _____ FAX NO. _____

E-MAIL: _____

DATE: _____

The Procurement Department will receive sealed envelopes containing BID for the provision of "CONSTRUCTION OF PORTABLE BUILDINGS". Sealed Bids will be accepted until 2:00 p.m., Thursday, December 10, 2009. Any BID received after that time will not be opened and will be returned.

Deliver Submittal to:

RFB Number: 2009-052-11-10

Hidalgo County Head Start Program
Procurement Department
1901 West State Highway 107
McAllen, TX 78504

The submittal Envelope must show the Submittal Number, Name and Opening Date.

The following outlines the Request for Sealed Bid:

SECTION I: GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County Head Start Program is requesting that bids be routed to Ambrosio Tovar, Procurement Director, 1901 W. State Highway 107, McAllen, TX 78504. Written questions will be accepted via facsimile (956) 380-4149 no later than Tuesday, December 3, 2009 no later than 2:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

CONFLICT OF INTEREST: Submitters must have a "non-conflict of interest" affidavit submitted to the County Clerk's office prior to contract award.

NON-COLLUSION: Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

DAVIS-BACON ACT: Contractor must adhere to Davis-Bacon Act requirements Reports must be submitted timely.

NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

OCCUPATIONS CODE: Bids exceeding a cost of $20,000.00 are required to comply with the Occupations Code, Chapter 1001, Section 053, Public Works.

PROCESSING TIME FOR PAYMENT: Submitters are advised that a minimum of thirty (30) is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS: Hidalgo County Head Start Program Procurement Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these specifications. Hidalgo County Head Start Program will make the final determination as to the vendor's ability.

SUBMITTER DEFAULT: Hidalgo County Head Start Program reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting vendor responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS SPECIFICATIONS: It is the responsibility of the submitter to review the request for qualifications (RFB) packet and to notify the Procurement Department if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or bidding procedures must be received in the Procurement Department not less than seventy-two (72) hours prior to the time set for the opening. These requirements also apply to specifications that are ambiguous.

SEALED BID DELIVERY: Hidalgo County Head Start Program requires submitters, when hand delivering qualifications, to time date and stamp the envelope before depositing it in the bid box.

SIGNING OF BIDS: In order to be considered, all submittals must be signed. Please sign the original in **blue** ink.

WAIVING OF INFORMALITIES: Hidalgo County Head Start Program reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County Head Start Program.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioner's Court of Hidalgo County.

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“CONSTRUCTION OF PORTABLE BUILDINGS”

EXHIBIT B

BID PAGE

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"CONSTRUCTION OF PORTABLE BUILDINGS"
November 10, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent:_____

Address:_____

_____

By:_____

Printed Name:_____

Title:_____

SELECTION PROCEDURES: The SEALED BID shall be submitted according to the schedule below. The respondent should be able to submit a Cost Bid.

SEALED BID SUBMITTED TO: An original and three (3) copies of Sealed Bid should be submitted to:

Ambrosio Tovar, Procurement Director
Hidalgo County Head Start Program
P. O. Box 0117
Edinburg, TX 78540-0117

BID must be submitted NO LATER THAN 2:00 p.m. on Thursday December 10, 2009.

BIDDER'S NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

TITLE:_____

DATE:_____

*******It is Mandatory that Bid Page be included in Bid Package*******

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR SEALED BID

“CONSTRUCTION OF PORTABLE BUILDINGS”

EXHIBIT C

INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

Exhibit "C"

The bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor(s) that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this "Repair Contract" and to continue at all times in force in effect during the term of this contract.

Certificates of insurance naming Hidalgo County Head Start Program as an additional insured shall be submitted to Hidalgo County Head Start Program for approval prior to any services being performed by Contract. Each policy of insurance required hereunder shall extend for a period equivalent to or longer than the term of service, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the Hidalgo County Head Start Program prior to the cancellation suspended upon the cancellation or other termination or any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to the Hidalgo County Head Start Program.

The Respondent awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the respondent 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) 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) per person and Five Hundred Thousand Dollars ($500,000) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000) 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 Respondent is specifically exempted from the Texas Workers' Compensation Act, Texas Labor Code Chapter 401, et. seq.

Certificates of insurance naming County as an additional insured shall be submitted to 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.

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 Procurement 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 Procurement 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 Procurement Department Director in order to qualify for award of bid and to execute a contract between a contract between your Company and Hidalgo County Head Start Program.

Failure to provide Certificated of Insurance to the Procurement Department's Director 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 Head Start Program and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, and permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"CONSTRUCTION OF PORTABLE BUILDINGS"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTREST, AND ANTI-LOBBYING
FOR "CONSTRUCTION OF PORTABLE BUILDINGS"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was give.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further States no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/ Title:

_____

_____

Subscribed and sworn to before me this _____day of _____, 2009.

_____
Notary Public

My Commission expires: _____,

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE:_____.

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Telephone No. ( )
Mailing Address Fax No. ( )
City, State, Zip Tax I.D. No.
E-Mail Address: Website Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one):___ Individual ___ Partnership ___ Corporation __ LLC ___ Other, Specify Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Other:
Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker ____ Distributor ____ Service Organization ____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) □ Less than 125,000 annual gross receipt □ Black American □ Native American □ Less than 250,000 annual gross receipt □ Hispanic American □ Women □ Less than 499,000 annual gross receipt □ Asian Pacific American □ Other □ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: □ Yes □ No Indicate Certification No.(s): _____ or are Certificate(s) attached?: □ Yes □ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with requirements for procurements of such products?: □ Yes □ No

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the 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? □ State General Services Commission □ Other

Indicate Certification No(s):_____ or Are Certificate(s) Attached:□ Yes□ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid or RFQ is to be subcontracted with Certified HUB sources?:_____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____HUB Status:
Certifying Agency (Check all applicable): □ 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:_____ :

Certification
Regarding Debarment, Suspension and Ineligibility

As 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.

Form **W-9**
(Massachusetts Substitute W-9 Form)
Rev. April 2009

Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-**See Specific Instruction** on page 2)

Business name, if different from above. (**See Specific Instruction** on page 2)

Please print or type

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶----------

Legal Address: number, street, and apt. or suite no.	**Remittance Address:** if different from legal address number, street, and apt. or suite no.
City, state and ZIP code	**City, state and ZIP code**

Phone # ( ) Fax # ( ) Email address:

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2.** 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 2.

Note: *If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.*

Social security number
☐☐☐-☐☐-☐☐☐☐
OR
Employer identification number
☐☐-☐☐☐☐☐☐☐

Vendors:
Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS
☐☐☐☐☐☐☐☐☐

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 Services (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 an U.S. person (including an U.S. resident alien).
4. I am currently a Commonwealth of Massachusetts's state employee: (check one): No____ Yes _____ if yes, **In compliance with** the State Ethics Commission **requirements.**

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.

Sign Here **Authorized Signature ▶** **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and , when applicable, to:

1. Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain conditions. 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.

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 not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II Instructions on page 2 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends 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 Part II Instructions on page 2.

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.

HIDALGO COUNTY HEAD START PROGRAM
PROCUREMENT DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: **Hidalgo County Head Start Program**

BID OPENING DATE: **DECEMBER 10, 2009** | BID OPENING TIME: **2:00 P.M.**

DESCRIPTION OF BID: **"CONSTRUCTION OF PORTABLE BUILDINGS"**

BID NUMBER 2009-052-11-10

BID # RFB#	NAME OF COMPANY		CONTRACTOR'S PRICE	
#1				
#2				
#3				
#4				
#5				
#6				
#7				
#8				

EXHIBIT D

HIDALGO COUNTY HEAD START PROGRAM
REQUEST FOR BIDS

"CONSTRUCTION OF PORTABLE BUILDINGS"

EXHIBIT "D"

CONFLICT OF INTEREST

EXHIBIT D

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person Becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006 Local Government Code. An Offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filling an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

_____
Name of Officer

This section (item 3 including subparts A,B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001 (1-a), Local Government Code. Attach additonal pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income other than investment income from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local government entity?

☐ Yes ☐ No

C. Is the filer of the questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

TABULATION OF BIDS

BID NO. 2009-052-11-10

HIDALGO COUNTY HEAD START PROGRAM
THREE PORTABLE CLASSROOM ADDITIONS FOR HIDALGO COUNTY, TEXAS
BID DATE: Thursday 10, 2009 – 2:00 p.m.

RIGNEY CONSTRUCTION & DEVELOPMENT, LLC	$350,000.00	✓	✓	60 DAYS
BM BENCHMARK CONSTRUCTION LLC	$356,250.00	✓	✓	NO DAYS
CRC DESIGN CONSULTANT	$375,000.00	✓	✓	JUNE 30TH 2010
DEL SOL CONSTRUCTION LLC	393,000.00	NO	✓	240 DAYS
GONZALEZ BROTHERS CONSTRUCTION	$398,000.00	✓	✓	120 DAYS
AGUIRRE FRAMING AND CONSTRUCTION, LLC.	$446,000.00	✓	✓	90 DAYS
G.A.S. ENTERPRISES, INC.	$461,630.00	✓	✓	120 DAYS
SOLIS & CHAPA INC.	$507,500.00	✓	✓	120 DAYS

BID BOND **TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA**
Hartford, Connecticut 06183

KNOWN ALL BY THESE PRESENTS, That we, Rigney Construction and Development, LLC, as Principal, and Travelers Casualty and Surety Company of America, as Surety, are held and firmly bound unto Hidalgo County Headstart Program, as Obligee, in the sum of 5% of the Greatest Amount Bid Dollars ($5%) for the payment of which we bind ourselves, and our successors and assigns, jointly and severally, as provided herein.

WHEREAS, Principal has submitted or is about to submit a bid to the Obligee on a contract for Hidalgo County Headstart Three Portable Classroom ("Project").

NOW, THEREFORE, the condition of this bond is that if Obligee accepts Principal's bid, and Principal enters into a contract with Obligee in conformance with the terms of the bid and provides such bond or bonds as may be specified in the bidding or contract documents, then this obligation shall be void; otherwise Principal and Surety will pay to Obligee the difference between the amount of Principal's bid and the amount for which Obligee shall in good faith contract with another person or entity to perform the work covered by Principal's bid, but in no event shall Surety's and Principal's liability exceed the penal sum of this bond.

Signed this 9th day of December, 2009.

Rigney Construction and Development LLC
(Principal)

By: John Rigney
John Rigney, President

Travelers Casualty and Surety Company of America

By:
Andres Alvarez, Attorney-in-Fact

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

POWER OF ATTORNEY

TRAVELERS

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 221669

Certificate No. 003269361

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, that Farmington Casualty Company, Travelers Casualty and Surety Company, and Travelers Casualty and Surety Company of America are corporations duly organized under the laws of the State of Connecticut, that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Andres Alvarez, Sheila Kay Dunagan, and Ron Dunagan

of the City of Pharr, State of Texas, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 30th day of September, 2009.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

By: George W. Thompson
George W. Thompson, Senior Vice President

State of Connecticut
City of Hartford ss.

On this the 30th day of September, 2009, before me personally appeared George W. Thompson, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2011.

Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-4-09 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

SECTION 00310

BID FORM

BID FROM: Rigney Construction & Dev. LLC

ATTN: *COUNTY OF HIDALGO HEAD START , TEXAS (HEREIN AFTER CALLED "OWNER")*

PROECT: ***BID # 2009-052-11-10 HIDALGO COUNTY HEAD START PROGRAM – THREE PORTABLE CLASSROOM ADDITIONS*** for ***HIDALGO COUNTY, TEXAS***.

The Undersigned bidder to furnish all labor, services, materials, tools, and necessary equipment for the ***HIDALGO COUNTY HEAD START PROGRAM – THREE PORTABLE CLASSROOM ADDITIONS*** for ***HIDALGO COUNTY, TEXAS*** and to perform the work required for the construction of said project at the location set out by the Drawings, Project Manual and Specifications, in strict accordance with the Contract Documents for the completed work.

In submitting this Bid, it is understood that this Proposal may not be altered or withdrawn for sixty (60) calendar days and that the Owner has reserved the right to reject any and all Bids.

The Undersigned certifies that this Bid is made in good faith, without collusion or connection with any other person, persons, partnership, company, firm, association, or corporation offering on this work, for the following sum or prices to wit:

BASE BID:

Three Hundred Fifty Thousand ($ 350,000 ~~00~~ XX) DOLLARS

The Undersigned further agrees that in case of authorized variations of quantities from those shown or specified, the attached UNIT PRICE SCHEDULE will be used in adjusting the Contract Price. (Provide UNIT PRICE for applicable items).

The Undersigned hereby declares that he has visited the site and has carefully examined the Drawings, Specifications, Contract Documents and Proposal Documents related to the Work covered by his proposal.

Upon receipt of *"NOTICE TO PROCEED"*, the Undersigned will immediately execute the formal contract (Agreement).

The Undersigned agrees to commence work within ten (10) days of Notice to Proceed and to substantially complete the work on or before 60 days

The Contract required will be that Standard Form of the American Institute of Architects or an owner modified form and shall provide for payment on accounts of ***ninety-five (95%)*** percent of the value monthly.

The Proposal, the Agreement, the Drawings, the General Conditions, Supplementary General Conditions, the Specifications and any Addenda shall all become a part of the Contract.

I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING ADDENDUM:

One (1) Dated 12-09-09

BONDING COMPANY(IES):

Travelers Casualty & Surety Co. of America
(Name and address) Philadelphia, PA

If awarded this contract, the Bidder intends to use the following subcontractors:

ELECTRICAL: Alexco Electric

PLUMBING: Cantu's Plumbing, Inc.

AIR CONDITIONING: S-Tex Service

Respectfully Submitted:

BY: John Rigney

FIRM: Rigney Construction & Dev., LLC If corporation affix seal here

TITLE: President

DATE: 12-10-09

BID PAGE

REQUEST FOR SEALED BIDS
HIDALGO COUNTY HEAD START PROGRAM
"CONSTRUCTION OF PORTABLE BUILDINGS"
November 10, 2009

To: Hidalgo County Head Start Program
Ambrosio Tovar, Procurement Director
1901 West State Hwy 107
McAllen, Texas 78504

In accordance with the requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned respondent further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County Head Start Program for performing and completing the work described in the requirements within the time stated and for the prices bided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Sealed Bids Checklist presented in connection with this procurement. Respondent understands that Hidalgo County Head Start Program reserves the right to reject any or all BIDS and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Respondent 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 accepting BID, as contained in the requirements.

Respectfully submitted,

Respondent: Rigney Construction & Dev., LLC

Address: 7011 N. Seminary Rd.
Edinburg, TX 78541

By: John Rigney

Printed Name: John Rigney

Title: President

Hidalgo County
Eddy Trevino
County Clerk
Edinburg,TX 78540

70 2006 01699616

Instrument Number: 2006-1699616

As

Recording

Recorded On: December 18, 2006

Billable Pages: 2

Number of Pages: 3

Parties:

To

Comment: CONFLICT OF INTEREST

**** Examined and Charged as Follows: ****

Recording	20.00
Total Recording:	**20.00**

************** THIS PAGE IS PART OF THE INSTRUMENT **************

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 2006-1699616

Receipt Number: 820064

Recorded Date/Time: December 18, 2006 03:28P

User / Station: I Leal - Cash Station 02

Record and Return To:

RIGNEY CONSTRUCTION
3201 STATE HIGHWAY 107
MCALLEN TX 78504

STATE OF TEXAS
COUNTY OF HIDALGO

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed heron, and was duly RECORDED in the Official Records of Hidalgo County, Texas

Eddy Trevino
County Clerk
Hidalgo County, TX

Certification
Regarding Debarment, Suspension and Ineligibility

As 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: John Rigney
Print Name: John Rigney
Title: President
Telephone Number: (956) 638-6421
Date: 12-10-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 12/11/2009

PRODUCER
Belken Insurance Associates
8626 Tesoro Drive
Suite 310
San Antonio TX 78217

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
Rigney Construction and Development LLC
dba Modern Home Builders
3201 State Hwy 107
McAllen TX 78504

INSURER A: ESSEX INSURANCE COMPANY
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	3DA2829	02/18/2009	02/18/2010	EACH OCCURRENCE	$ 1,000,000
					FIRE DAMAGE (Any one fire)	$ 50,000
					MED EXP (Any one person)	$ 1,000
					PERSONAL & ADV INJURY	$ 1,000,000
					GENERAL AGGREGATE	$ 2,000,000
					PRODUCTS - COMP/OP AGG	$ 1,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
	EXCESS LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE - EA EMPLOYEE	$
					E.L. DISEASE - POLICY LIMIT	$
	OTHER					

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

CERTIFICATE HOLDER

[ ] ADDITIONAL INSURED; INSURER LETTER:

Hidalgo County Head Start Program
1901 IH State Hwy 107
Edinburg TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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

Susan Belken

© ACORD CORPORATION 1988

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/10/2009

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.	
Valley Insurance Providers (956) 787-8536 PO Drawer 3783 McAllen TX 78502		INSURERS AFFORDING COVERAGE	NAIC #
INSURED		INSURER A:	
Rigney Construction & Development, LLC dba Modern Home Build 7011 N. Seminary Rd. Edinburg TX 78541		INSURER B: Travelers Insurance	
		INSURER C:	
		INSURER D:	
		INSURER E: Texas Mutual Fund Insurance Company	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		CLAIMS MADE OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$
		POLICY PRO-JECT LOC					
B		AUTOMOBILE LIABILITY	BA 6429L601-08-SEL	09/07/2009	09/07/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO				BODILY INJURY (Per person)	$
		ALL OWNED AUTOS					
		X SCHEDULED AUTOS				BODILY INJURY (Per accident)	$
		X HIRED AUTOS					
		X NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF001021216 20090723	07/23/2009	07/23/2010	WC STATU-TORY LIMITS OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

HIDALGO COUNTY HEAD START PROGRAM
1901 W. STATE HWY 107
EDINBURG TX 78540

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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 VALLEY INSURANCE PROVIDERS

© ACORD CORPORATION 1988

HIDALGO COUNTY
Respondent/Vendor Application

VENDOR NO.: _____ ENTRY DATE: _____

Complete in print or type. It is the vendor's responsibility to return this application to Hidalgo County Head Start Purchasing Department.

Company Name Rigney Const. & Dev., LLC Telephone No. (956) 638-6421

Mailing Address 704 N. Sentinel Fax No. (956) 381-691

City, State, Zip Edinburg, TX 78541 Tax I.D. No. 20-2084362

E-Mail Address: rigneyconstruct@aol.com Website Address:

Representative(s) Name(s) & Title(s)
John Rigney, President

Type of Organization (check one):___ Individual ___ Partnership ___ Corporation ✓ LLC ___ Other, Specify
Federal Identification No. or (if individual) SS No.
20-2084362

State of Incorporation: _____ Other:

Type of Business (check one):____ Manufacturer ____ Wholesaler ____ Retailer____ broker
____ Distributor ____ Service Organization ✓ Other, Specify
General Contractor

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
John Rigney, President

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?: In process ☐ 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 requirements for procurements of such products?: ☐ Yes ☐ No

AI-18902 **14.A.**

WIC Membership Dues

CC REGULAR

Date:	12/15/2009
Submitted By:	Margarita Gonzalez, WIC
Submitted For:	Norma L. Longoria
Department:	WIC
Agenda Category:	WIC

Information

CAPTION

1. Requesting approval to make payment for the 2010 membership dues for the National WIC Association of WIC Directors in the amount of $400.00 for Norma L. Longoria,WIC Director, with authority for County Treasurer to issue check after review,audit, and processing procedures are completed by the County Auditor . Req. # 166918.

2. Requesting approval to make payment for the 2010 Texas Association of Local WIC Directors Annual Membership in the amount of $125.00 for Norma L. Longoria, WIC Director with authority for County Treasurer to issue check after review,audit, and processing procedures are completed by the County Auditor. Req. # 166920.

BACKGROUND

9.1292.441.00.350.001.0.810

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-0-810

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

BUDGETARY IMPACT:

Amount available in Requisition# 166918 in the amount of $400.00 as of 12/9/09 for National Association of WIC Directors.

FISCAL YEAR: 2009 **ACCT. #:** 9-1292-441-00-350-001-0-810

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

BUDGETARY IMPACT:

Amount available in Requisition# 166920 in the amount of $125.00 as of 12/9/09 for National Association of WIC Directors.

Attachments

Link: NAWD & TALWD Membership

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2009 01:44 PM	APRV

2	Erika Zamora	Erika Zamora	12/09/2009 02:56 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Margarita Gonzalez Started On: 12/07/2009 06:56 PM

Final Approval Date: 12/11/2009

NWA Membership Application
(Local Agency Only)

Hidalgo County WIC Program #LA 12
Organization/Agency

Norma L. Longoria
Contact Name

WIC Director
Position

3105 W.University
Address

Edinburg
City

Texas 78539
State Zip

(956)381-4646
Phone

(956)380-4056
Fax

norma.longoria@wic.co.hidalgo.tx.us
Email

Local agency membership dues are based on the following monthly average participation levels:

- ☐ 1-7000 Participants $50.00
- ☐ 7001-14,000 Participants $100.00
- ☐ 14,001-28,000 Participants $200.00
- ☐ 28,001-42,000 Participants $300.00
- ☒ Over 42,000 Participants $400.00

NWA Membership dues can be paid with check, money order, VISA, MasterCard or American Express:

Name as it appears on the card

Card# Exp.:

Mail to: National WIC Association
Attn: Membership
2001 S Street, NW, Suite 580
Washington, DC 20009
Fax: 202-387-5281
Web: www.nwica.org
Contact the Membership Coordinator at: 202-232-5492 or membership@nwica.org

Our Mission Statement

The mission of the National WIC Association is to provide leadership to the WIC Community in promoting quality nutrition services; advocating for services for all eligible women, infants and children, and assuring sound and responsive management of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

National WIC Association
2001 S Street, NW, Suite 580
Washington, DC 20009
Phone: 202-232-5492
Fax: 202-387-5281
Web: www.nwica.org

National WIC Association

Membership Opportunities

for State & Local Agencies

Your Child Has You. And You Have WIC.

TEXAS ASSOCIATION OF LOCAL WIC DIRECTORS
ANNUAL MEMBERSHIP DUES
January 1st – December 31st, 2010

PLEASE PRINT OR TYPE

Local Agency Hidalgo County WIC Program **Local Agency #** 12

Address 3105 W. University

Edinburg, Texas 78539

Phone (56)381-4646 **Fax** (956)380-4056

Email norma.longoria@wic.co.hidalgo.tx.us

Voting Representative _____

(WIC Director or Designee)

Annual Dues: $125.00 **Payable by December 31, 2009 for calendar year Jan. 1-Dec. 31, 2010**

Pay by check or credit card. If paying by credit card: Name on card_____

Credit Card Number_____

Expiration date_____ **Signature**_____

Payable to: Texas Association of Local WIC Directors
Mail to: TALWD
P.O. Box 49276
Austin, Texas 78765

THE IMPORTANCE OF TALWD MEMBERSHIP:

TALWD acts as a vehicle for the expression of ideas on planning, policy, coordination, implementation and administration of the WIC Program on the local, state and federal level.

TALWD fosters communication between local WIC Programs and the Texas Department of Health with the goal of positively effecting the administration of WIC within the state.

TALWD brings together the administrators of the local agency WIC Programs in order to promote peer support, orientation and/or assistance.

TALWD promotes professional and public awareness of new and existing federal and state legislation.

Membership in TALWD represents an agency membership.

AI-18946 **15.A.**

Interlocal Cooperative Agreement between The City of San Juan and County of Hidalgo

CC REGULAR

Date:	12/15/2009
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Colonia Access Program **Purchasing only:** CAP Pct.2

Information

CAPTION

Discussion, consideration and action on Interlocal Agreement between The City of San Juan and County of Hidalgo to construct 2nd Call Border Colonia Access Program within the city limits of San Juan (Morning Sun Subdivision).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1311-431-00-122-484-1-733/841

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

BUDGETARY IMPACT:

Funds Pending LIT AI-18891 12/15/09.

* additional funding for unforeseen expenditures will come from BCAP program or Urban County Program as per ILA.

Attachments

Link: revised ILA (Morningsun)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/09/2009 04:21 PM	APRV
2	Roland Garcia	Rolando Garcia	12/11/2009 01:33 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Marcie Jackson Started On: 12/09/2009 04:00 PM

Final Approval Date: 12/11/2009

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the ____ day of _____, 2009, by and between the **CITY OF SAN JUAN**, **TEXAS** hereinafter referred to as "City", and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, City is a home rule municipality located in Hidalgo County, Texas:

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

WHEREAS, City and County, each pursuant to its statutory and constitutional authority, are responsible for maintenance and improvements of public roadways within their boundaries, and are desirous that necessary improvements be done to expand and improve certain roads providing access to various Colonias within the City and the County;

WHEREAS, the Border Colonia Access Program allows for improvement of roads within the corporate limits of City that are identified and included in the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, City and County have designated Morning Set Street within the Morning Sun Subdivision (collectively the "Roads") located within the corporate limits of City for improvements including reconstruction and repaving;

WHEREAS, improvement to these Roads meet eligibility requirements for inclusion in the Border Colonia Access Program for funding and the Texas Water Development Board Economically Distressed Areas Program;

WHEREAS, County has determined that the County will receive benefit from the Road improvements as proposed and that the Roads serve as a connecting link to a major County road;

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

County Road and Bridge Act which authorizes counties to improve roadways within the limits of a city with the city's consent.

WHEREAS, City, pursuant to Tex. Trans. Code Section 251.012, authorizes County to perform the work described herein.

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

1. The parties agree to make improvements to the Roads as further described in this Agreement.

2. County agrees to provide the necessary labor, equipment and materials to complete the improvements to the Roads within the corporate limits of City, including but not limited to, trench and install inlets, manholes and safety end treatments and hauling and laying of hot mix surface (asphalt) to the street and driveways. Further, County, shall at its sole cost and expense, through an independent contractor, contract for improvements to the Roads including but not limited to, all concrete work including curb and gutter, concrete driveways, valley gutters and preparation of base work up to the finish base (collectively the "Work").

3. The County's costs for materials and the Work described in Paragraph 2 above is budgeted in the amount of Fifty-Eight Thousand Three Hundred Ninety-Seven and 91/100ths ($58,397.91) for street improvements and Forty-Two Thousand Five Hundred Seventy Dollars and No/100ths ($42,570.00) for drainage improvements and shall be funded through grant monies allocated for this purpose from the Border Colonia Access Program and the Urban County Program. In addition to these budgeted funds, the County shall incur any unforeseen expenses for the Work that may arise during the project that is eligible for funding through the Border Colonia Access Program or Urban County Program.

4. The County's costs for labor and equipment for the Work shall be funded through the County's Road and Bridge Fund (Force Account) and is justified because the Roads serve as connecting links to a major County road and as such, the County will benefit from the improvements.

5. City shall, at its sole cost and expense, make any adjustments to utilities that lie within the City's corporate limits which may be necessary for the construction of the Road improvements described herein.

6. County and City will coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Roads, and will use their best efforts to complete the improvements within one hundred and eighty (180) days of the execution of this Agreement.

7. The City agrees to assist County with manpower and equipment for the Work as requested by the County upon need.

8. Upon completion of the Work described herein, the parties agree the City shall be responsible for the maintenance of any portions of the Roads that remain within the corporate limits of City and the County shall have no obligation whatsoever for future improvements or maintenance of the Roads within the City.

9. **Conflict with Applicable Law**. Nothing in this Agreement shall be construed to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any (applicable law,) 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 only in such event necessary to bring them within the legal requirements and during the times such conflicts 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 hereof.

11. **Entire Agreement**. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any representation 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 City and County, 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 obligations 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 communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to City: City of San Juan
Attention: Pedro Contreras, Mayor
709 South Nebraska
San Juan, TX 78589

If to County: County of Hidalgo
Attention: Rene A. Ramirez, County Judge
P.O. Box 758
Edinburg TX 78540-0758

With Copy to: Commissioner, Precinct Number 2
Hector “Tito” Palacios
301 East State
San Juan, TX 78577

Colonia Access Program Director
Agapito Vargas
301 East State
Pharr, TX 78577

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 further 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 of 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 singular shall include the plural whenever and so often as may be appropriate.

19. **Authority to Execute**. The execution and performance of this Agreement by each of the parties have been duly authorized by all necessary laws, resolutions,

ordinances or government 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 governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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, then any party may terminate this Agreement upon thirty (30) 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 provisions of Tex. Loc. Govt. Code Ann. 271.903.

22. **Severability**. Should any phrase, clause, sentence or section of this Agreement be judicially declared to be invalid, unenforceable or void, such decision will not have the effect of invalidating or voiding the remainder of this Agreement, and such part of this Agreement will be deemed to have been stricken herefrom and the remainder of this Agreement will have the same force and effect as if such part or parts had never been included herein.

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

THE CITY OF SAN JUAN, TEXAS

_____
Pedro Contreras, Mayor

ATTEST:

_____
Humberto Rodriguez, City Secretary

COUNTY OF HIDALGO, TEXAS

_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVE AS TO FORM:

ATLAS & HALL, L.L.P.

_____
By: Stephen L. Crain

AI-18911 **16.A.**

Amendment - Interlocal with Pharr RE: Sioux Rd. Improvements

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Humberto Garza, Pct. 2
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Discussion and action on Amendment to Interlocal Cooperation Agreement between the City of Pharr and County of Hidalgo regarding Sioux Rd. Improvements

BACKGROUND

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1202-431-00-122-046-0-841

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

BUDGETARY IMPACT:

No fiscal impact to budget for this project.

Project Amount: $148,456.50

Attachments

Link: Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2009 03:39 PM	APRV
2	Roland Garcia	Rolando Garcia	12/11/2009 01:56 PM	APRV
3	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 12/08/2009 02:56 PM	
Final Approval Date: 12/11/2009				

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF PHARR, TEXAS
AND THE COUNTY OF HIDALGO, TEXAS

This AMENDMENT TO INTERLOCAL COOPERATION AGREEMENT BETWEEN THE **CITY OF PHARR, TEXAS** AND THE **COUNTY OF HIDALGO, TEXAS** (the "Amendment"), effective the _____ day of December 2009, is made between the City of Pharr, Texas and the County of Hidalgo, Texas, pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, on or about November 3, 2009, the City of Pharr (the "City") and Hidalgo County (the "County") entered into an Interlocal Cooperation Agreement (the "Agreement") regarding improvements to West Sioux Road (the "Road);

WHEREAS, the Agreement inadvertently states that County will be responsible for hiring a competent engineering firm to prepare all construction plans and maps necessary for the reconstruction of the Road. However, the parties now desire to amend such requirement in a manner that will require Pharr to be responsible for the hiring of a competent engineer and County shall reimburse Pharr for same;

WHEREAS, Pharr and County now desire to amend the Agreement as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by the County on the Pharr's behalf and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed upon Amendment to the Agreement, Pharr and County hereby agree to the following amendments to the Agreement:

1. Paragraph 2 of the Agreement shall be deleted in its entirety and replaced with the following new paragraph:

> 2. Pharr shall retain a competent engineering firm to prepare all construction plans and maps necessary for the reconstruction of the Road as described herein and shall seek reimbursement from County in an amount not to exceed One Hundred Forty Eight Thousand Four Hundred and Fifty Six and 50/100th ($148,456.50) and as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes. County shall reimburse Pharr for the costs associated with the engineering of the Road improvements within thirty (30) days of receipt of invoice from Pharr by County and upon certification that all engineering work has been completed

as required for the project.

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect and Pharr and County ratify and confirm the terms and provisions of the Agreement as amended.

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

CITY OF PHARR, TEXAS

By: _____
Leopoldo Palacios, Jr., Mayor

ATTEST:

_____
City Secretary

HIDALGO COUNTY, TEXAS

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. Hidalgo County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

AI-18990 **17.A.**

correcting name of Torvillo Rd. to Tordillo Rd.

CC REGULAR

Date:	12/15/2009
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	Mingo Villarreal
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Precinct #3

Information

CAPTION

Approval to correct road name from Torvillo Rd. to Tordillo Rd. as approved by 911-Department

BACKGROUND

County named this road on Nov. 10, 2009

Fiscal Impact

Attachments

Link: lettter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/11/2009 04:12 PM	APRV
2	Auditor's Office		12/11/2009 05:24 PM	NEW
Form Started By: Monica Badillo			Started On: 12/11/2009 03:48 PM	
Final Approval Date: 12/11/2009				

292-7034

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 Eddie Gonzalez Member-at-Large ..... Treasurer
Arturo Ramirez, Grassroots Organizations ..... Immediate Past President

BOARD MEMBERS

Sofia Benavidez
Commissioner, Cameron County

Aurelio Guerra
Commissioner, Willacy County

Roel Lande
Commissioner, Alamo

Edward C. Camarillo
Mayor Pro-Tem, 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 Cornes
Mayor, Raymondville

Joe Hernandez
Mayor, San Benito

Lupe Rodriguez
Mayor Pro-tem, San Juan

Buddy De La Rosa
Mayor, Weslaco

Dr. Cesar Maldonado
President, 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.

9-1-1 DEPT

FAX TRANSMISSION

To:	MINGO VILLARREAL	**From:**	JUAN TORRES
Fax:	(956) 585-2375	**Pages:**	1 INCL. COVER
Phone:		**Date:**	DEC. 11 2009
Re:	INFORMATION	**CC:**	

☐ **Urgent** **For Review** ☐ **Please Comment** ☐ **Please Reply**

THIS IS TO VERIFY THAT:

***TORVILLO* RD. IN PALMVIEW HAS BEEN RENAMED AND WILL NOW BE KNOWN AS *TORDILLO* RD.**

AI-18905 **18.A.1.**

Precinct #3 Appropriation - Purchase of Vehicle

CC REGULAR

Date: 12/15/2009
Submitted By: Perla Lopez, BUDGET & MANAGEMENT
Submitted For: Norma Ceballos
Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #3 R&B (1203):
Approval of 2009 appropriation of funds into Precinct No. 3 P/U Rd (program no. 005) in the amount of $29,015.82 to fund the purchase of a vehicle.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-005-0-741
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:
Appropriation from 1203 fund balance.
Funding available for appropriation as of 12/08/09 in the amount of $29,015.82.

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	12/08/2009 10:33 AM	APRV
2	Erika Zamora	Erika Zamora	12/08/2009 03:40 PM	APRV
3	Perla Lopez	Perla Lopez	12/08/2009 04:02 PM	APRV
4	Erika Zamora	Erika Zamora	12/09/2009 03:37 PM	APRV
5	Auditor's Office	Linda Fong	12/11/2009 11:50 AM	APRV

Form Started By: Perla Lopez Started On: 12/08/2009 09:03 AM

Final Approval Date: 12/11/2009

DATE: December 15, 2009

2009
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

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

AI-18905

ACCOUNT NUMBER: 9-1203-431-00-123-005-0-741

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
9-1203-431-00-123-005-0-741	Pct. 3 P/U Rd - Vehicles	$ 29,015.82
	TOTAL BUDGET INCREASE (DECREASE)	**29,015.82**

REASON:
Appropriation of funds for the purchase of a vechicle for use by Precinct #3.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-18916 **18.B.1.**

Pct. 4 Parks & R&B assigment of supplemental pay to five positions
CC REGULAR

Date: 12/15/2009
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Comm. Pct. 4
Department: BUDGET & MANAGEMENT

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

Information

CAPTION

Pct. #4 P/U Rd (1204) & Parks (1214):
a. Approval to provide supplemental pay due to the assignment of additional duties related to the new Pct. No. 4 Drainage Projects to the following employees, for the duration of the Drainage Improvement Project. Effective next full pay period (12/21/09).

Dept.	Slot No.	Employee No.	Position Title	Proposed Supplemental Pay
Parks (124-009)	0001	128295	Park Director	8,778.00
R&B (124-007)	0002	073083	Field/ Operator Director	4,000.00
R&B (124-007)	0003	026174	Special Project Coordinator	3,874.00
R&B (124-007)	0004	002909	A/P Clerk	2,500.00
R&B (124-007)	0015	115371	Clerk/Receptionist	1,500.00
			TOTAL COMPENSATION:	$20,652.00

b. Approval of intradepartmental transfers.
c. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-007-0-117
FUNDS AVAILABLE Y/N?: Y/ pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available, pending intradepartmental transfer.

FISCAL YEAR: 2009 **ACCT. #:** 9-1214-452-00-124-009-0-117
FUNDS AVAILABLE Y/N?: Y/ Pending **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Funds available, pending intradepartmental transfer.

Attachments

Link: PAR
Link: Fiscal Note

Link: R&B (1204) - LIT

Link: Parks (1214) - LIT

Link: R&B - Revised salary schedule

Link: Parks - Revised salary schedule

Link: Job Descriptions

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	12/11/2009 03:44 PM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 03:48 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 04:59 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Sylvia Solis Started On: 12/08/2009 04:51 PM

Final Approval Date: 12/11/2009

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 Parks (124-009) DATE: December 9, 2009

CURRENT POSITION TITLE: Park Director CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other add/ authorize supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ N/A (Proposed Budgeted Salary) $ 8,778.00 (Supplemental Pay) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 [X] Part Time Employee Object 114 [ ]

Full Time Temporary Object 121 [ ] Part Time Temporary Object 122 [ ]

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[X]
Non-Exempt	[X]	Non-Exempt	[ ]
N/A	[ ]		

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

ADDITIONAL DUTIES AS ASSIGNED DUE TO TRACKING, DOCUMENTING AND REPORTING OF CURRENT AND UPCOMING DRAINAGE IMPROVEMENT PROJECTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	O. L. Garza, Jr. 9373 DEPARTMENT HEAD	12/11/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 P/U Rd (124-007) DATE: December 9, 2009

CURRENT POSITION TITLE: Field Operations Director CURRENT SLOT. #: 0002

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other add/ authorize supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ N/A (Proposed Budgeted Salary) $ 4,000.00 (Supplemental Pay) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

ADDITIONAL DUTIES AS ASSIGNED DUE TO TRACKING, DOCUMENTING AND REPORTING OF CURRENT AND UPCOMING DRAINAGE IMPROVEMENT PROJECTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	O. H. Barrera, Jr. for DEPARTMENT HEAD	12/11/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 P/U Rd (124-007) DATE: December 9, 2009

CURRENT POSITION TITLE: Special Projects Coordinator CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other add/ authorize supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ N/A (Proposed Budgeted Salary) $ 3,874.00 (Supplemental Pay) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

Full Time Employee Object 113 ☒ Part Time Employee Object 114 ☐ _____

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐ $ _____

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

TEMPORARY POSITIONS:

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

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

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

ADDITIONAL DUTIES AS ASSIGNED DUE TO TRACKING, DOCUMENTING AND REPORTING OF CURRENT AND UPCOMING DRAINAGE IMPROVEMENT PROJECTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	O. L. Garza, Jr. MAS DEPARTMENT HEAD	12/11/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 P/U Rd (124-007) DATE: December 9, 2009

CURRENT POSITION TITLE: Accounts Payable Clerk CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other add/ authorize supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ N/A (Proposed Budgeted Salary) $ 2,500.00 (Supplemental Pay) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

ADDITIONAL DUTIES AS ASSIGNED DUE TO TRACKING, DOCUMENTING AND REPORTING OF CURRENT AND UPCOMING DRAINAGE IMPROVEMENT PROJECTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	D. L. Garza, Jr. RMB / DEPARTMENT HEAD	12/11/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 P/U Rd (124-007) DATE: December 9, 2009

CURRENT POSITION TITLE: Clerk/Receptionist CURRENT SLOT. #: 0015

REQUESTED POSITION TITLE: Same

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other add/ authorize supplemental pay

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

POSITION SALARY REQUEST:

Salary Amount: $ N/A (Current Budgeted Salary) $ N/A (Proposed Budgeted Salary) $ 1,500.00 (Supplemental Pay) (Net Change)

Position to be funded from one of the following:

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

☐ Other _____

POSITION Type:

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

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions

$ _____

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

TEMPORARY POSITIONS:

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

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

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

ADDITIONAL DUTIES AS ASSIGNED DUE TO TRACKING, DOCUMENTING AND REPORTING OF CURRENT AND UPCOMING DRAINAGE IMPROVEMENT PROJECTS.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	D. L. Barrera, Jr. RRB DEPARTMENT HEAD	12/11/09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	12/11/09 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 18916

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 15, 2009

Summary of request/proposal:
Pct. No.4 is requesting approval to assign additional duties and supplemental pay and pay the allowance to one (1) regular full-time Park Director position, slot #0001, in the amount of $8,778.00 (pgm 009), one (1) regular full-time Field/ Operator Director position, slot #0002, in the amount of $4,000.00 (pgm 007), one (1) regular full-tme Special Project Coordinator position, slot #0003, in the amount $3,874.00 (pgm 0007), one (1) regualr full-time A/P clerk position, slot #0004, in the amount of $2,500.00 (pgm 0007), and one (1) regular full-time Clerk/ Receptionist position, slot #0015, in the amount of $1,500.00 (pgm 007) for the duration of the Drainage Improvement Project. Effective next full pay period (12/21/09).

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1214	Park Director	0001	117	0.00	8,778.00	8,778.00
				0.00	8,778.00	8,778.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9- 1214-452-00-124-009-0-	117	PCT.4 PARKS -	SUPPLEMENTAL PAY	$302.69
9- 1214-452-00-124-009-0-	211	PCT.4 PARKS -	HEALTH INSURANCE	
9- 1214-452-00-124-009-0-	212	PCT.4 PARKS -	LIFE INSURANCE	
9- 1214-452-00-124-009-0-	220	PCT.4 PARKS -	FICA	$23.16
9- 1214-452-00-124-009-0-	230	PCT.4 PARKS -	RETIREMENT	$27.30
9- 1214-452-00-124-009-0-	250	PCT.4 PARKS -	UNEMPLOYMENT COM	$1.51
9- 1214-452-00-124-009-0-	260	PCT.4 PARKS -	WORKER'S COMP	
			2009 Budgetary Impact	$354.66

2010 Budgetary Impact: $10,302.75

Possible Funding Sources: Within Fund 1214 Budget

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1204	Field/ Operations Director	0002	117	0.00	4,000.00	4,000.00
1204	Special Project Coordinator	0003	117	0.00	3,874.00	3,874.00
1204	A/P Clerk	0004	117	0.00	2,500.00	2,500.00
1204	Clerk/ Receptionist	0015	117	0.00	1,500.00	1,500.00
				0.00	11,874.00	11,874.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
9-1204-431-00-124-007-0	117	Pct. 4 R&B -	SUPPLEMENTAL PAY	$409.45
9-1204-431-00-124-007-0	211	Pct. 4 R&B -	HEALTH INSURANCE	
9-1204-431-00-124-007-0	212	Pct. 4 R&B -	LIFE INSURANCE	
9-1204-431-00-124-007-0	220	Pct. 4 R&B -	FICA	$31.32
9-1204-431-00-124-007-0	230	Pct. 4 R&B -	RETIREMENT	$36.93
9-1204-431-00-124-007-0	250	Pct. 4 R&B -	UNEMPLOYMENT COM	$2.05
9-1204-431-00-124-007-0	260	Pct. 4 R&B -	WORKER'S COMP	
			2009 Budgetary Impact	$479.75

2010 Budgetary Impact: $13,936.51

Possible Funding Sources: Within Fund 1204 Budget

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: December 10, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 P/U RD

ACCOUNT NUMBER: 9-1204-431-00-124-007-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	EQUIPMENT & VEHICLE R&M SUPPLIES	117	SUPPLEMENTAL PAY	410.00
672	EQUIPMENT & VEHICLE R&M SUPPLIES	220	FICA	31.32
672	EQUIPMENT & VEHICLE R&M SUPPLIES	230	RETIREMENT	36.93
672	EQUIPMENT & VEHICLE R&M SUPPLIES	250	UNEMPLOYMENT COMP	2.25
			TOTAL	480.50

REASON:
Intradepartmental Transfer to fund supplemental pay and related fringe benefits, for Field/ Operator Director position, slot no. 0002, Special Project Coordinator position, slot no. 0003, A/P clerk position, slot no. 0004, Clerk/ Receptionist position, slot no. 0015.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

DATE: December 10, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 4 Parks

ACCOUNT NUMBER: 9-1214-452-00-124-009-0-XXX

Contact Person: Sylvia V. Solis **Ph#:** (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
672	EQUIPMENT & VEHICLE R&M SUPPLIES	117	SUPPLEMENTAL PAY	303.00
672	EQUIPMENT & VEHICLE R&M SUPPLIES	220	FICA	23.16
672	EQUIPMENT & VEHICLE R&M SUPPLIES	230	RETIREMENT	27.30
672	EQUIPMENT & VEHICLE R&M SUPPLIES	250	UNEMPLOYMENT COMP	1.54
			TOTAL	355.00

REASON:
Intradepartmental Transfer to fund supplemental pay and related fringe benefits, for Park Director position, slot no. 0001.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1204-431-00-124-007-0

AI - 18916

Pct. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	EXECUTIVE ASST	60,992.00	0.00	60,992.00	0.05	3,049.60	0.00	64,041.60	64,042.00	1,620.00	0.00	0.00	0.00	0.00	65,662.00
													PROPOSED ALLOWANCE ↓			
0002	113	FIELD/OP DIR	46,587.00	0.00	46,587.00	0.05	2,329.00	0.00	48,916.00	48,916.00	557.21	0.00	**4,000.00**	0.00	0.00	49,529.00
													PROPOSED ALLOWANCE ↓			
0003	113	SP/PROJ COORD	45,326.00	0.00	45,326.00	0.05	2,266.00	0.00	47,592.00	47,592.00	1,027.61	0.00	**3,874.00**	0.00	0.00	48,620.00
													PROPOSED ALLOWANCE ↓			
0004	113	A/P CLERK	40,408.00	0.00	40,408.00	0.05	2,020.00	0.00	42,428.00	42,428.00	1,337.28	0.00	**2,500.00**	0.00	0.00	43,765.00
0005	113	HEAVY EQ OP III	36,386.00	0.00	36,386.00	0.05	1,819.30	0.00	38,205.30	38,205.00	1,500.00	0.00	0.00	0.00	0.00	39,705.00
0006	113	CHIEF ADMINISTRATOR	34,400.00	0.00	34,400.00	0.05	1,720.00	0.00	36,120.00	36,120.00	853.98	0.00	0.00	0.00	0.00	36,974.00
0007	113	HEAVY EQ OP III	40,560.00	0.00	40,560.00	0.05	2,028.00	0.00	42,588.00	42,588.00	480.00	0.00	0.00	0.00	0.00	43,068.00
0008	113	HEAVY EQ OP III	35,866.00	0.00	35,866.00	0.05	1,793.30	0.00	37,659.30	37,659.00	900.00	0.00	0.00	0.00	0.00	38,559.00
0009	113	MECHANIC III	32,793.00	0.00	32,793.00	0.05	1,640.00	0.00	34,433.00	34,433.00	540.00	0.00	0.00	0.00	0.00	34,973.00
0010	113	HEAVY EQ OP II	31,273.00	0.00	31,273.00	0.05	1,563.65	0.00	32,836.65	32,837.00	1,380.00	0.00	0.00	0.00	0.00	34,217.00
0012	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	600.00	0.00	0.00	0.00	0.00	30,215.00
0014	113	TRCK DRVER III	27,615.00	0.00	27,615.00	0.05	1,380.75	619.25	29,615.00	29,615.00	960.00	0.00	0.00	0.00	0.00	30,575.00
													PROPOSED ALLOWANCE ↓			
0015	113	CLERK/RECEPTIONIST	27,242.00	0.00	27,242.00	0.05	1,362.10	637.90	29,242.00	29,242.00	360.00	0.00	**1,500.00**	0.00	0.00	29,602.00
0016	113	TRUCK DRIVER II	26,812.00	0.00	26,812.00	0.05	1,341.00	659.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	26,771.00	0.00	26,771.00	0.05	1,338.55	661.45	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRVER III	26,529.00	0.00	26,529.00	0.05	1,326.45	673.55	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	26,487.00	0.00	26,487.00	0.05	1,324.35	675.65	28,487.00	28,487.00	480.00	0.00	0.00	0.00	0.00	28,967.00
0020	113	HEAVY EQ OP II	26,398.00	0.00	26,398.00	0.05	1,319.90	680.10	28,398.00	28,398.00	480.00	0.00	0.00	0.00	0.00	28,878.00
0021	113	TRUCK DRVER III	26,320.00	0.00	26,320.00	0.05	1,316.00	684.00	28,320.00	28,320.00	420.00	0.00	0.00	0.00	0.00	28,740.00
0022	113	HEAVY EQ OP II	26,140.00	0.00	26,140.00	0.05	1,307.00	693.00	28,140.00	28,140.00	900.00	0.00	0.00	0.00	0.00	29,040.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1204-431-00-124-007-0

AI - 18916

Pct. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0023	113	HEAVY EQ OP II	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	480.00	0.00	0.00	0.00	0.00	28,186.00
0024	113	HEAVY EQ OP II	28,294.00	0.00	28,294.00	0.05	1,414.70	585.30	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	840.00	0.00	0.00	0.00	0.00	28,546.00
0026	113	MECHANIC I	25,706.00	0.00	25,706.00	0.05	1,285.30	714.70	27,706.00	27,706.00	420.00	0.00	0.00	0.00	0.00	28,126.00
0027	113	TIRE REPAIR	25,706.00	0.00	25,706.00	0.05	1,285.00	715.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	25,413.00	0.00	25,413.00	0.05	1,271.00	729.00	27,413.00	27,413.00	1,020.00	0.00	0.00	0.00	0.00	28,433.00
0029	113	HEAVY EQ OP II	24,090.00	0.00	24,090.00	0.05	1,204.00	796.00	26,090.00	26,090.00	360.00	0.00	0.00	0.00	0.00	26,450.00
0030	113	HEAVY EQ OP II	23,647.00	0.00	23,647.00	0.05	1,182.35	817.65	25,647.00	25,647.00	360.00	0.00	0.00	0.00	0.00	26,007.00
0031	113	MAINTENANCE II	23,556.00	0.00	23,556.00	0.05	1,177.80	822.20	25,556.00	25,556.00	480.00	0.00	0.00	0.00	0.00	26,036.00
0032	113	HEAVY EQ OP II	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	480.00	0.00	0.00	0.00	0.00	25,309.00
0034	113	HEAVY EQ OP I	22,829.00	0.00	22,829.00	0.05	1,141.45	858.55	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	21,808.00	0.00	21,808.00	0.05	1,090.00	910.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	24,308.00	0.00	24,308.00	0.05	1,215.40	784.60	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0039	113	MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.25	857.75	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	22,845.00	0.00	22,845.00	0.05	1,142.00	858.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0043	113	MAINTENANCE I	22,845.00	0.00	22,845.00	0.05	1,142.00	858.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQUIPMENT OPERATOR II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	20,345.00	0.00	20,345.00	0.05	1,017.25	982.75	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRAFFIC SAFETY SPECIALIST II / MAINT	23,741.00	0.00	23,741.00	0.05	1,187.05	812.95	25,741.00	25,741.00	840.00	0.00	0.00	0.00	0.00	26,581.00
0049	113	TRAFFIC SAFETY SPECIALIST II / MAINT	23,741.00	0.00	23,741.00	0.05	1,187.00	813.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	114	CUSTODIAN	15,023.00	0.00	15,023.00	0.05	751.15	0.00	15,774.15	15,774.00	0.00	0.00	0.00	0.00	0.00	15,774.00

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1204-431-00-124-007-0

AI - 18916

Pct. 4 P/U RD

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0051	113	HEAVY EQUIPMENT OPERATOR II	25,329.00	0.00	25,329.00	0.05	1,266.45	733.55	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
A053	113	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	0.00	42,000.00	42,000.00	0	0.00	0.00	42,000.00	42,000.00	720.00	0.00	0.00	0.00	0.00	42,720.00
0055	113	ACCOUNTS PAYABLE CLERK	0.00	28,000.00	28,000.00	0	0.00	0.00	28,000.00	28,000.00	780.00	0.00	0.00	0.00	0.00	28,780.00
0056	113	ACCOUNTS PAYABLE CLERK	0.00	22,345.00	22,345.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
			1,338,862.00	92,345.00	1,431,207.00		66,939.90	30,040.10	1,528,187.00	1,505,842.00	21,176.08	0.00	65,282.00	0.00	0.00	1,580,482.00

Approval to assign additional duties and supplemental pay and pay the allowance to one (1) regular full-time Field/ Operator Director position, slot #0002, in the amount of $4,000.00 (pgm 007), one (1) regular full-tme Special Project Coordinator position, slot #0003, in the amount $3,874.00 (pgm 0007), one (1) regualr full-time A/P clerk position, slot #0004, in the amount of $2,500.00 (pgm 0007), and one (1) regular full-time Clerk/ Receptionist position, slot #0015, in the amount of $1,500.00 (pgm 007) for the duration of the Drainage Improvement Project. Effective next full pay period (12/21/09).

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-1214-452-00-124-009-0

AI - 18916

PARKS PCT. 4

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
												PROPOSED ALLOWANCE				
0001	113	PARK DIRECTOR	45,612.00	0.00	45,612.00	0.05	2,280.60	0.00	47,892.60	47,893.00	0.00	0.00	**8,778.00**	0.00	0.00	47,893.00
0002	113	PARK MAINTENANCE III	21,800.00	0.00	21,800.00	0.05	1,090.00	910.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00	23,800.00
0003	113	PARK MAINTENANCE III	21,800.00	0.00	21,800.00	0.05	1,090.00	910.00	23,800.00	23,800.00	0.00	0.00	0.00	0.00	0.00	23,800.00
0004	113	PARK MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0005	113	PARK MAINTENANCE II	20,345.00	0.00	20,345.00	0.05	1,017.00	983.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0006	113	SECURITY/ MAINTENANCE	27,000.00	0.00	27,000.00	0.05	1,350.00	650.00	29,000.00	29,000.00	0.00	0.00	0.00	0.00	0.00	29,000.00
0007	113	SECURITY/ MAINTENANCE	27,000.00	0.00	27,000.00	0.05	1,350.00	650.00	29,000.00	29,000.00	0.00	0.00	0.00	0.00	0.00	29,000.00
0008	113	PARK MAINTENANCE I	0.00	22,345.00	22,345.00	0	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0009	113	PARK MAINTENANCE I	0.00	22,345.00	22,345.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0010	113	PARK MAINTENANCE I	0.00	22,345.00	22,345.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
			183,902.00	67,035.00	250,937.00		9,194.60	5,086.00	265,217.60	242,873.00	0.00	0.00	8,778.00	0.00	0.00	242,873.00

Approval to assign additional duties and supplemental pay and pay the allowance to one (1) regular full-time Park Director position, slot #0001, in the amount of $8,778.00 (pgm 009) for the duration of the Drainage Improvement Project. Effective next full pay period (12/21/09). Pending CC approval.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Clerk/Receptionist	**FLSA Status:**	Non-Exempt
Dept No:	121-124	**Civil Service Status:**	Non-Exempt

SUMMARY:
Answers telephone, performs light clerical duties, greets and routes walk-in clients.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Answers telephone and directs phone calls to appropriate staff member; takes messages as required.
- Greets visitors and directs them to proper location.
- Maintains daily activity log sheets.
- Performs light clerical work such as typing, filing and envelope stuffing.
- May be required to attend meetings from time to time and work extra work hours as deemed necessary.
- May maintain an inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High school diploma or GED.
- Should have experience as a receptionist, string telephone skills and log-keeping.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Ability to use office equipment, such as computer terminal, copier, calculator, fax machine and multi-extension telephone.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Knowledge of personal computer and software.
- May be required to utilize personal automobile on office related business.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

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

The noise level in the work environment is usually moderate.

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: **Special Projects Coordinator** **FLSA Status:** **Exempt**

Dept No: **121-124** **Civil Service Status:** **Non-Exempt**

SUMMARY:
Employee will coordinate and implement all aspects of "special projects" specially the formulation of financial accountability reports by means of organizing research data in a comprehensive manner.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Employee will manage the CIP budget.
- Support in research for preparing and presenting reports and /or requests to immediate supervisors (i.e. Precinct financial status', Safety Program, Safety Rules and Regulations, Required safety meeting, Updates on Precinct incidents).
- Employee will implement and manage financial planning schedule for special projects.
- Employee will be the precinct's liaison between all cost-share agreement residents and/or entities, and will be providing assistance to constituents, external agencies and persons requesting information.
- Employee will prepare agenda items, type correspondence, and all pertinent miscellaneous memo/forms as needed.
- Employee will collect funds and ensure deposit of same. (Treasurer's Office)
- May receive visits or calls regarding complaints, issues and concerns for Precinct and acts upon/follows up as directed by the Chief Administrator.
- Responsible for establishing and maintaining official documents and records in appropriate files.
- May be asked to attend some meetings, seminars, etc., possibly to take notes or furnish information.
- Forwards claims to the specified carrier. Answers employee questions concerning benefits; refers to various resources for information as needed.
- Sets up files on all new personnel, photographs and assigns employee number. Records changes on all employee status as necessary (e.g., change of address, departmental transfers, rate increases, terminations, etc.) and forwards to Accounting for payroll update.
- Answers phone for department and others when needed;
- Takes statements from injured employees for Workers' Compensation and maintains/updates all Workers' Compensation claims;
- May be required to assist in the safety program and insure all rules and regulations are being met in accordance to safety standards;
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED)
- Minimal five (5) years work experience in same or related field.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Knowledge of automated systems. Operate and maintain office equipment (e.g. copier, fax, phone systems, personal computer, etc.)
- Ability to understand, follow and or give oral and written instructions.
- Ability to communicate effectively, especially orally, with persons of varying educational backgrounds.
- Ability to maintain complete and accurate records.
- Employee shall be able to make decisions/corrections as needed and must have strong public relation skills both written and oral'
- Employee must be organized.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

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

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

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities;

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
PARKS

Job Title:	Park Director	**FLSA Status:**	Exempt
Dept No:	121-124	**Civil Service Status:**	Non-Exempt

SUMMARY:
Plans and administers the County's parks and pavilions, including construction, maintenance and operations.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Plans for future service and budgetary needs of the parks and pavilions
- Manages parks and pavilions personnel, equipment, facilities and finances
- Evaluates the services and employees of the park and pavilions.
- Coordinates parks and pavilions meeting with other citizen interest group activities.
- Manages permanent records associated with parks and pavilions operations.
- Inventories and accounts for parks and pavilion keys, equipment and supplies.
- Recommends parks and pavilions policy to department heads and provides reports as requested.
- Establishes parks and pavilions operating procedures
- Develops and administers county parks and pavilions master plan.
- Works with officials and other government entities to establish inter-local agreements for parks and pavilions.
- Provides information for acquiring park grants.
- Manages employees associated with parks and pavilions. Is responsible for the overall direction, coordination and evaluation.
- May interview, hire and train employees.
- May plan, assign and direct work, appraise performance, reward and discipline employees' complaints and resolve problems.
- Regular attendance
- Get along with co-workers

EDUCATION AND EXPERIENCE:
- High School diploma or general education degree (GED)
- Sixty hours from an accredited college or university in Park Administration or related field and/or
- Three years park management experience
- Bilingual--preferred

CERTIFICATES, LICENSES, REGISTRATIONS:
- Valid Texas Motor Vehicle Operator's License;

- Must be able to be insured by County Insurance carrier;

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those that are listed and duties may change according to changing needs of department.

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The employee frequently works in outside weather conditions. The employee is occasionally exposed to wet and/or humid conditions or airborne particles, extreme cold and extreme hot.

The noise level in the work environment is usually loud.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title: **Accounts Payable Clerk** **FLSA Status: Non-Exempt**

Dept No: **121-124** **Civil Service Status: Non-Exempt**

SUMMARY:
Responsible for the Precinct's budget, processing of requisitions, obtaining purchase Orders, reviewing and processing invoices, maintaining proper ledgers and must familiarize with Hidalgo County Purchasing policies.

Good communication skills are a must. Applicant will be working closely with the Hidalgo County Purchasing and Auditor's Department.

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Prepares and verifies purchase order for payment of bills.
- Posts receipt and/or disbursements to appropriate ledger(s), journals, and /or reports that insures that accounts balance.
- Prepares reports at regular intervals reflecting disbursements and /or receipts by category and /or projects.
- Gathers financial and statistical data and prepares reports of program activities.
- Responds to inquires about the department or division, especially related to financial transactions, from persons visiting the office, calling on the telephone or writing to request information.
- Enters financial and other data on computer terminal and balances source data to computer printouts.
- Undertakes special accounting projects and prepares special reports as assigned.
- Creates and maintains necessary manual and computerized files and filing system.
- Depending upon the department or division to which assigned, performs and combination of the following duties: secures documents, money and checks and may be responsible for cash received, identifies errors and makes necessary corrections.
- Prepares, maintains and verifies records and reports for mileage, fuel usage or other data.
- Answer telephone, responds to inquiries, refers caller to appropriate party or takes messages, or serves as back-up for receptionist.
- May maintain and inventory of supplies and equipment and orders replacements as needed to insure adequate stock.
- Compiles budgetary estimates and allotments and prepares budget worksheet on receipts and expenditures.
- Performs such other duties as may be assigned.
- Regular attendance is a must.
- Ability to work well with others.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities;

EDUCATION and/or EXPERIENCE

- High School Diploma or general education degree (GED); including or supplemented by bookkeeping or accounting courses; plus two years clerical and/or secretarial experience, at least one year of which involved bookkeeping or accounting; or
- Any equivalent combination of experience and training which provides the required knowledge skills and abilities.

CERTIFICATES, LICENSES, REGISTRATIONS

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

OTHER SKILLS AND ABILITIES

- Ability or demonstrated ability to learn to operate a computer, calculator, cash register, facsimile and telephone.
- Good knowledge of generally accepted accounting principles relating to single or double entry accounting systems and financial reports.
- Ability to work quickly and accurately with numbers and maintain neat, well-organized records.
- Ability to operate a 10-key calculator by touch.
- Ability to exercise judgment regarding release of confidential information.
- Ability to use standard word processing, data inquiry and spreadsheet programs.
- Ability to establish and maintain effective working relationships with other county employees, officials and the general public.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals.
- Ability to write routine reports and correspondence.
- Ability to speak effectively before groups of customers or employees of organization.
- Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, area, circumference, and volume.
- Ability to apply concepts of basic algebra and geometry.
- Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
- Ability to deal with problems involving several concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must have the ability to operate personal computer and other office equipment.
- Must be knowledgeable in computer accounting.

- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of the County.

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

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

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

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

The noise level in the work environment is usually moderate;

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

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

Maintain mental capacity which permits:

- making sound decisions and using good judgment;
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

HIDALGO COUNTY
ROAD & BRIDGE
PAVED/UNPAVED

Job Title:	Field Operations Director	**FLSA Status:**	Exempt
Dept No:	121-124	**Civil Service Status:**	Non-Exempt

SUMMARY:
This is a highly confidential position which requires decision making and county policy implementation. This is a supervisory position and the incumbent must demonstrate on-going competence in being able to delegate responsibility as well instruct and train employees on proper shop procedure and proper equipment/tool handling and training.

The Field Operations Director is appointed by the County Commissioner.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties functions.

EDUCATION AND EXPERIENCE:
Minimum qualifications for this position include a four (4) year college degree from an accredited university or college in construction management or related field and six (6) years of experience in the planning, design, and maintenance of drainage systems is desired. Experience and education may be substituted for one another. Substantial experience can be substituted for the required college education.

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

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving

mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

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

- sitting and standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

Approved 2001

AI-18934 **18.B.2.**

Discussion Item - COPS Universal Hiring Grant

CC REGULAR

Date:	12/15/2009
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Sheriff Dept.
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Sheriff's Department - Fund 1284/1100:
a. Discussion, consideration and possible action to create fifteen (15) General Fund regular full-time Deputy Sheriff positions (slot no.'s 331-345) budgeted salaries as per Law Enforcement Step & Grade Pay Plan effective January 1, 2010 due to the completion of the requirement for the retention phase of the COPS Universal Hiring 15 grant on December 31, 2009.
b. Approval of revised 2010 salary schedule.

BACKGROUND

Fiscal Impact

Attachments

Link: revised salary schedule

Link: backup

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Damaris San Miguel (Originator)	Damaris San Miguel	12/11/2009 03:10 PM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 03:12 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 05:20 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Damaris San Miguel — Started On: 12/09/2009 02:31 PM

Final Approval Date: 12/11/2009

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0

AI - 18934

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	Other Allowances					2010 TOTAL COMPENSATION
										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
1	111	COUNTY SHERIFF	136,500.00	0.00	0.00	0.00%	0.00	0.00	136,500.00	0.00	0.00	3,600.00	0.00	500.00	140,600.00
2	113	CHIEF DEPUTY	85,000.00	0.00	0.00	0.00%	0.00	0.00	85,000.00	1,020.00	0.00	3,300.00	0.00	500.00	89,820.00
3	113	DIVISION COMMANDER	75,000.00	0.00	0.00	0.00%	0.00	0.00	75,000.00	1,200.00	0.00	1,800.00	0.00	500.00	78,500.00
4	113	DIVISION COMMANDER	75,000.00	0.00	0.00	0.00%	0.00	0.00	75,000.00	1,440.00	0.00	1,800.00	0.00	500.00	78,740.00
5	113	CAPTAIN	65,000.00	0.00	0.00	0.00%	0.00	0.00	65,000.00	1,140.00	0.00	1,800.00	0.00	500.00	68,440.00
6	113	CAPTAIN	65,000.00	0.00	0.00	0.00%	0.00	0.00	65,000.00	1,320.00	0.00	1,800.00	0.00	500.00	68,620.00
7	113	CAPTAIN	65,000.00	0.00	0.00	0.00%	0.00	0.00	65,000.00	1,260.00	0.00	1,800.00	0.00	500.00	68,560.00
8	113	CAPTAIN	65,000.00	0.00	0.00	0.00%	0.00	0.00	65,000.00	300.00	0.00	1,800.00	0.00	500.00	67,600.00
9	113	EXECUTIVE ASSISTANT	56,175.00	0.00	0.00	0.00%	0.00	0.00	56,175.00	300.00	0.00	0.00	0.00	500.00	56,975.00
10	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	1,680.00	0.00	3,300.00	0.00	0.00	59,160.00
11	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	1,680.00	0.00	1,800.00	0.00	0.00	57,660.00
12	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0.00%	0.00	0.00	52,348.00	900.00	0.00	3,000.00	0.00	500.00	56,748.00
13	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	1,200.00	0.00	1,200.00	0.00	0.00	56,580.00
14	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	1,260.00	0.00	1,800.00	0.00	500.00	57,740.00
15	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	840.00	0.00	1,200.00	0.00	500.00	56,720.00
16	113	INFORMATION TECHNOLOGY MANAGER	53,550.00	0.00	0.00	0.00%	0.00	0.00	53,550.00	0.00	0.00	0.00	0.00	0.00	53,550.00
17	113	SENIOR CRIME ANALYST	49,816.00	0.00	0.00	0.00%	0.00	0.00	49,816.00	720.00	0.00	0.00	0.00	500.00	51,036.00
18	113	LIEUTENANT STEP II	52,348.00	0.00	0.00	0.00%	0.00	0.00	52,348.00	660.00	0.00	1,800.00	0.00	0.00	54,808.00
19	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	1,500.00	0.00	1,800.00	0.00	500.00	57,980.00
20	113	LIEUTENANT STEP III	54,180.00	0.00	0.00	0.00%	0.00	0.00	54,180.00	900.00	0.00	1,200.00	0.00	0.00	56,280.00
21	113	AUDITOR	47,857.95	0.00	0.00	0.00%	0.00	0.00	47,857.95	1,740.00	0.00	0.00	0.00	0.00	49,597.95
22	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	1,680.00	0.00	1,800.00	0.00	500.00	53,235.00
23	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	660.00	0.00	3,300.00	0.00	0.00	53,215.00
24	113	SERGEANT STEP I	45,980.00	0.00	0.00	0.00%	0.00	0.00	45,980.00	480.00	0.00	600.00	0.00	0.00	47,060.00
25	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	1,200.00	0.00	1,800.00	0.00	500.00	52,755.00
26	113	SERGEANT STEP II	47,589.00	0.00	0.00	0.00%	0.00	0.00	47,589.00	660.00	0.00	1,200.00	0.00	500.00	49,949.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0

AI - 18934

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	Other Allowances					2010 TOTAL COMPENSATION
										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
27	113	SERGEANT STEP II	47,589.00	0.00	0.00	0.00%	0.00	0.00	47,589.00	660.00	0.00	600.00	0.00	0.00	48,849.00
28	113	SERGEANT STEP II	47,589.00	0.00	0.00	0.00%	0.00	0.00	47,589.00	600.00	0.00	1,200.00	0.00	0.00	49,389.00
29	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	1,140.00	0.00	1,800.00	0.00	500.00	52,695.00
30	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	660.00	0.00	1,200.00	0.00	0.00	51,115.00
31	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	600.00	0.00	1,200.00	0.00	500.00	51,555.00
32	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	780.00	0.00	1,200.00	0.00	500.00	51,735.00
33	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	540.00	0.00	600.00	0.00	500.00	50,895.00
34	113	CRIME SCENE SPECIALIST SUPERVISOR	46,579.05	0.00	0.00	0.00%	0.00	0.00	46,579.05	1,440.00	0.00	0.00	0.00	500.00	48,519.05
35	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	960.00	0.00	1,200.00	0.00	500.00	51,915.00
36	113	SERGEANT STEP II	47,589.00	0.00	0.00	0.00%	0.00	0.00	47,589.00	1,200.00	0.00	1,800.00	0.00	0.00	50,589.00
37	113	SERGEANT STEP I	45,980.00	0.00	0.00	0.00%	0.00	0.00	45,980.00	600.00	0.00	1,200.00	0.00	0.00	47,780.00
38	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	900.00	0.00	1,200.00	0.00	0.00	51,355.00
39	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	660.00	0.00	1,200.00	0.00	500.00	51,615.00
40	113	SERGEANT STEP III	49,255.00	0.00	0.00	0.00%	0.00	0.00	49,255.00	900.00	0.00	1,200.00	0.00	500.00	51,855.00
41	113	SERGEANT STEP II	47,589.00	0.00	0.00	0.00%	0.00	0.00	47,589.00	420.00	0.00	1,200.00	0.00	0.00	49,209.00
42	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0.00%	0.00	0.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
43	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0.00%	0.00	0.00	44,134.00	540.00	0.00	0.00	0.00	500.00	45,174.00
44	113	CRIME SCENE SPECIALIST	44,134.00	0.00	0.00	0.00%	0.00	0.00	44,134.00	480.00	0.00	0.00	0.00	500.00	45,114.00
45	113	MECHANIC/ SUPERVISOR	43,363.00	0.00	0.00	0.00%	0.00	0.00	43,363.00	0.00	0.00	0.00	0.00	0.00	43,363.00
46	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,620.00	0.00	3,900.00	0.00	500.00	50,797.00
47	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00
48	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,560.00	0.00	3,900.00	0.00	500.00	50,737.00
49	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
50	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,440.00	0.00	3,900.00	0.00	0.00	50,117.00
51	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	900.00	0.00	3,600.00	0.00	500.00	49,777.00
52	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,380.00	0.00	3,900.00	0.00	500.00	50,557.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
53	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,020.00	0.00	3,300.00	0.00	500.00	49,597.00
54	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	960.00	0.00	3,300.00	0.00	500.00	49,537.00
55	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,440.00	0.00	3,600.00	0.00	500.00	50,317.00
56	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	840.00	0.00	3,900.00	0.00	500.00	50,017.00
57	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
58	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
59	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
60	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	1,500.00	0.00	0.00	39,560.00
61	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00
62	113	DEPUTY SHERIFF STEP I	44,777.00	(6,777.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
63	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
64	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
65	113	DEPUTY SHERIFF STEP I	34,000.00	4,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
66	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	2,700.00	0.00	500.00	48,637.00
67	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	120.00	0.00	1,200.00	0.00	0.00	40,650.00
68	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
69	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
70	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
71	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
72	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
73	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
74	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,140.00	0.00	3,600.00	0.00	500.00	50,017.00
75	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
76	113	DEPUTY SHERIFF STEP I	34,000.00	4,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
77	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	540.00	0.00	2,700.00	0.00	500.00	48,517.00
78	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
79	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,020.00	0.00	2,700.00	0.00	500.00	48,997.00
80	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	2,100.00	0.00	500.00	48,037.00
81	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	2,100.00	0.00	500.00	48,037.00
82	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	720.00	0.00	2,100.00	0.00	500.00	48,097.00
83	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	3,300.00	0.00	500.00	49,237.00
84	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	840.00	0.00	2,100.00	0.00	500.00	48,217.00
85	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	2,100.00	0.00	500.00	47,977.00
86	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	3,300.00	0.00	500.00	49,177.00
87	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
88	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	540.00	0.00	3,300.00	0.00	500.00	49,117.00
89	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	720.00	0.00	3,300.00	0.00	500.00	49,297.00
90	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
91	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	480.00	0.00	2,100.00	0.00	500.00	47,857.00
92	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,200.00	0.00	1,800.00	0.00	0.00	47,777.00
93	113	DEPUTY SHERIFF STEP I	36,480.00	1,520.00	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
94	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	0.00	0.00	0.00	45,437.00
95	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	2,700.00	0.00	500.00	48,577.00
96	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
97	113	DEPUTY SHERIFF STEP I	44,777.00	(6,777.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
98	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,200.00	0.00	1,200.00	0.00	0.00	47,177.00
99	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,320.00	0.00	1,200.00	0.00	0.00	47,297.00
100	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,020.00	0.00	1,200.00	0.00	0.00	46,997.00
101	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	1,440.00	0.00	1,200.00	0.00	0.00	47,417.00
102	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	900.00	0.00	3,900.00	0.00	500.00	50,077.00
103	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
104	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	1,800.00	0.00	0.00	47,177.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
105	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	540.00	0.00	600.00	0.00	0.00	45,917.00
106	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
107	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	660.00	0.00	1,800.00	0.00	0.00	47,237.00
108	113	DEPUTY SHERIFF STEP I	39,330.00	(1,330.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
109	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
110	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	5,100.00	0.00	500.00	49,103.00
111	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	4,800.00	0.00	500.00	48,983.00
112	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	1,200.00	0.00	0.00	39,260.00
113	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	3,600.00	0.00	500.00	47,723.00
114	113	SENIOR DEPUTY SHERIFF STEP III	44,777.00	0.00	0.00	0.00%	0.00	0.00	44,777.00	600.00	0.00	1,200.00	0.00	0.00	46,577.00
115	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	3,300.00	0.00	500.00	47,543.00
116	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
117	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	540.00	0.00	2,700.00	0.00	500.00	47,003.00
118	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
119	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	2,700.00	0.00	500.00	46,943.00
120	113	DEPUTY SHERIFF STEP I	34,000.00	4,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
121	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	240.00	0.00	4,200.00	0.00	500.00	46,740.00
122	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
123	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	1,440.00	0.00	3,900.00	0.00	0.00	48,603.00
124	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
125	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	720.00	0.00	2,100.00	0.00	500.00	46,583.00
126	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
127	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
128	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	2,100.00	0.00	500.00	46,223.00
129	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
130	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	3,300.00	0.00	500.00	47,483.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
131	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	540.00	0.00	3,000.00	0.00	0.00	46,803.00
132	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	1,800.00	0.00	500.00	46,043.00
133	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	2,100.00	0.00	0.00	45,843.00
134	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
135	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
136	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	600.00	0.00	0.00	44,343.00
137	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	1,800.00	0.00	0.00	45,543.00
138	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
139	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
140	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	2,400.00	0.00	0.00	46,023.00
141	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	1,800.00	0.00	0.00	45,423.00
142	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
143	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	1,800.00	0.00	0.00	45,363.00
144	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	1,800.00	0.00	0.00	45,363.00
145	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
146	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	660.00	0.00	1,200.00	0.00	0.00	45,123.00
147	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
148	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
149	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
150	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
151	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	1,200.00	0.00	0.00	44,823.00
152	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
153	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	3,600.00	0.00	0.00	47,103.00
154	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	600.00	0.00	2,700.00	0.00	500.00	47,063.00
155	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	1,500.00	0.00	0.00	43,480.00
156	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	3,300.00	0.00	500.00	47,303.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
157	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
158	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	2,100.00	0.00	500.00	46,343.00
159	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	480.00	0.00	0.00	0.00	0.00	43,743.00
160	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	1,800.00	0.00	0.00	45,303.00
161	113	DEPUTY SHERIFF STEP I	43,263.00	(5,263.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
162	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	1,800.00	0.00	0.00	45,483.00
163	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
164	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	0.00	0.00	0.00	43,683.00
165	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	2,100.00	0.00	0.00	45,723.00
166	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
167	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	0.00	0.00	0.00	43,623.00
168	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	2,100.00	0.00	500.00	46,163.00
169	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	540.00	0.00	2,100.00	0.00	500.00	46,403.00
170	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
171	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	3,900.00	0.00	500.00	47,963.00
172	113	DEPUTY SHERIFF STEP I	43,263.00	(5,263.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
173	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
174	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	0.00	0.00	0.00	43,563.00
175	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	2,700.00	0.00	500.00	46,883.00
176	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	420.00	0.00	600.00	0.00	0.00	44,283.00
177	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	2,700.00	0.00	0.00	46,203.00
178	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	240.00	0.00	2,700.00	0.00	500.00	46,703.00
179	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
180	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	1,500.00	0.00	0.00	39,620.00
181	113	ACCOUNTANT	40,449.15	0.00	0.00	0.00%	0.00	0.00	40,449.15	1,560.00	0.00	0.00	0.00	0.00	42,009.15
182	113	MECHANIC	39,939.90	0.00	0.00	0.00%	0.00	0.00	39,939.90	720.00	0.00	0.00	0.00	0.00	40,659.90

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
183	113	MECHANIC	39,940.00	0.00	0.00	0.00%	0.00	0.00	39,940.00	0.00	0.00	0.00	0.00	0.00	39,940.00
184	113	MECHANIC	39,939.90	0.00	0.00	0.00%	0.00	0.00	39,939.90	360.00	0.00	0.00	0.00	0.00	40,299.90
185	113	MECHANIC	39,939.90	0.00	0.00	0.00%	0.00	0.00	39,939.90	480.00	0.00	0.00	0.00	0.00	40,419.90
186	113	MECHANIC	39,939.90	0.00	0.00	0.00%	0.00	0.00	39,939.90	0.00	0.00	0.00	0.00	0.00	39,939.90
187	113	MECHANIC	39,939.90	0.00	0.00	0.00%	0.00	0.00	39,939.90	0.00	0.00	0.00	0.00	0.00	39,939.90
188	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
189	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	300.00	0.00	4,200.00	0.00	500.00	46,800.00
190	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	240.00	0.00	2,700.00	0.00	500.00	45,240.00
191	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	240.00	0.00	3,600.00	0.00	500.00	46,140.00
192	113	DEPUTY SHERIFF STEP I	41,800.00	(3,800.00)	38,000.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
193	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	600.00	0.00	3,000.00	0.00	0.00	45,400.00
194	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
195	113	DEPUTY SHERIFF STEP I	34,000.00	4,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
196	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	3,600.00	0.00	500.00	46,080.00
197	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	1,500.00	0.00	0.00	41,010.00
198	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	240.00	0.00	3,300.00	0.00	500.00	45,840.00
199	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	480.00	0.00	0.00	0.00	0.00	38,480.00
200	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	1,200.00	0.00	0.00	40,710.00
201	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	3,000.00	0.00	0.00	44,980.00
202	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	1,800.00	0.00	0.00	41,310.00
203	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	3,300.00	0.00	500.00	45,780.00
204	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	660.00	0.00	3,300.00	0.00	500.00	43,790.00
205	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
206	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
207	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	540.00	0.00	0.00	0.00	0.00	38,540.00
208	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	240.00	0.00	0.00	0.00	0.00	42,040.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
209	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
210	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
211	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
212	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
213	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	300.00	0.00	2,100.00	0.00	500.00	44,700.00
214	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	300.00	0.00	0.00	0.00	0.00	42,100.00
215	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
216	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	360.00	0.00	1,800.00	0.00	0.00	43,960.00
217	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
218	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
219	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	420.00	0.00	1,800.00	0.00	0.00	44,020.00
220	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
221	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	420.00	0.00	0.00	0.00	0.00	38,420.00
222	113	SENIOR DEPUTY SHERIFF STEP I	41,800.00	0.00	0.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
223	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
224	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	900.00	0.00	1,200.00	0.00	0.00	40,100.00
225	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
226	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
227	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
228	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	360.00	0.00	0.00	0.00	0.00	38,360.00
229	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
230	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
231	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	1,800.00	0.00	0.00	39,920.00
232	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	3,000.00	0.00	500.00	43,010.00
233	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	180.00	0.00	0.00	0.00	0.00	39,510.00
234	113	DEPUTY SHERIFF STEP II	39,330.00	0.00	0.00	0.00%	0.00	0.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-421-00-280-001-0

AI - 18934

SHERIFF

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	Other Allowances					2010 TOTAL COMPENSATION
										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
235	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
236	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
237	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	240.00	0.00	0.00	0.00	0.00	38,240.00
238	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
239	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	300.00	0.00	0.00	0.00	0.00	38,300.00
240	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	34,971.30	0.00	0.00	0.00%	0.00	0.00	34,971.30	360.00	0.00	0.00	0.00	500.00	35,831.30
241	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0.00%	0.00	0.00	34,834.00	600.00	0.00	0.00	0.00	500.00	35,934.00
242	113	EVIDENCE TECHNICIAN	34,834.00	0.00	0.00	0.00%	0.00	0.00	34,834.00	360.00	0.00	0.00	0.00	500.00	35,694.00
243	113	PERSONNEL OFFICER	33,141.00	0.00	0.00	0.00%	0.00	0.00	33,141.00	360.00	0.00	0.00	0.00	0.00	33,501.00
244	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0.00%	0.00	0.00	31,855.00	540.00	0.00	0.00	0.00	0.00	32,395.00
245	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0.00%	0.00	0.00	31,855.00	660.00	0.00	0.00	0.00	0.00	32,515.00
246	113	SENIOR COMMUNICATION OFFICER	31,855.00	0.00	0.00	0.00%	0.00	0.00	31,855.00	0.00	0.00	0.00	0.00	0.00	31,855.00
247	113	QUARTER MASTER	31,632.00	0.00	0.00	0.00%	0.00	0.00	31,632.00	540.00	0.00	0.00	0.00	0.00	32,172.00
248	113	ADMINISTRATIVE SUPPORT SUPERVISOR	33,075.00	0.00	0.00	0.00%	0.00	0.00	33,075.00	1,140.00	0.00	0.00	0.00	0.00	34,215.00
249	113	BUDGET CONTROL OFFICER	31,632.00	0.00	0.00	0.00%	0.00	0.00	31,632.00	360.00	0.00	0.00	0.00	0.00	31,992.00
250	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
251	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
252	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	540.00	0.00	0.00	0.00	0.00	30,921.00
253	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
254	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
255	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
256	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
257	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	1,020.00	0.00	0.00	0.00	0.00	31,401.00
258	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
259	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
260	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
261	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	600.00	0.00	0.00	0.00	0.00	30,981.00
262	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
263	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	420.00	0.00	0.00	0.00	0.00	30,801.00
264	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
265	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
266	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
267	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
268	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
269	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	0.00	0.00	0.00	0.00	0.00	30,381.00
270	113	COMMUNICATION OFFICER	30,381.00	0.00	0.00	0.00%	0.00	0.00	30,381.00	360.00	0.00	0.00	0.00	0.00	30,741.00
271	113	CRIME ANALYST	30,140.00	0.00	0.00	0.00%	0.00	0.00	30,140.00	780.00	0.00	0.00	0.00	0.00	30,920.00
272	113	ADMINISTRATIVE SPECIALIST	31,000.00	0.00	0.00	0.00%	0.00	0.00	31,000.00	540.00	0.00	0.00	0.00	500.00	32,040.00
273	113	ASSISTANT QUARTER MASTER	28,922.00	0.00	0.00	0.00%	0.00	0.00	28,922.00	540.00	0.00	0.00	0.00	0.00	29,462.00
274	113	SECRETARY III	26,737.00	0.00	0.00	0.00%	0.00	0.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
275	113	SECRETARY III	26,737.00	0.00	0.00	0.00%	0.00	0.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
276	113	SECRETARY III	26,737.00	0.00	0.00	0.00%	0.00	0.00	26,737.00	1,080.00	0.00	0.00	0.00	0.00	27,817.00
277	113	SECRETARY III	26,737.00	0.00	0.00	0.00%	0.00	0.00	26,737.00	720.00	0.00	0.00	0.00	0.00	27,457.00
278	113	SECRETARY III	26,737.00	0.00	0.00	0.00%	0.00	0.00	26,737.00	1,200.00	0.00	0.00	0.00	0.00	27,937.00
279	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	840.00	0.00	0.00	0.00	0.00	26,924.00
280	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	780.00	0.00	0.00	0.00	0.00	26,864.00
281	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	720.00	0.00	0.00	0.00	0.00	26,804.00
282	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
283	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
284	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	360.00	0.00	0.00	0.00	0.00	26,444.00
285	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00
286	113	SECRETARY II	26,084.00	0.00	0.00	0.00%	0.00	0.00	26,084.00	0.00	0.00	0.00	0.00	0.00	26,084.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
287	113	CUSTODIAN	25,616.00	0.00	0.00	0.00%	0.00	0.00	25,616.00	0.00	0.00	0.00	0.00	0.00	25,616.00
288	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
289	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
290	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
291	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
292	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
293	113	SECRETARY I	24,117.00	0.00	0.00	0.00%	0.00	0.00	24,117.00	0.00	0.00	0.00	0.00	0.00	24,117.00
294	113	CUSTODIAN	22,345.00	0.00	0.00	0.00%	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
295	113	CUSTODIAN	22,345.00	0.00	0.00	0.00%	0.00	0.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
296	113	CUSTODIAN	22,345.00	0.00	0.00	0.00%	0.00	0.00	22,345.00	360.00	0.00	0.00	0.00	0.00	22,705.00
297	113	CUSTODIAN	22,345.00	0.00	0.00	0.00%	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
G313	113	CRIME VICTIM LIASON	8,114.00	0.00	0.00	0.00%	0.00	0.00	8,114.00	600.00	0.00	0.00	0.00	0.00	8,714.00
327	113	DEPUTY SHERIFF STEP I	38,000.00	0.00	0.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
328	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	360.00	0.00	600.00	0.00	0.00	44,223.00
329	113	SENIOR DEPUTY SHERIFF STEP II	43,263.00	0.00	0.00	0.00%	0.00	0.00	43,263.00	300.00	0.00	600.00	0.00	0.00	44,163.00
330	113	CRIMINAL INTELLIGENCE RESEARCH ANALYST	34,971.00	0.00	0.00	0.00%	0.00	0.00	34,971.00	0.00	0.00	0.00	0.00	500.00	35,471.00

New Proposed Positions

331	113	DEPUTY SHERIFF	0.00	36,480.00	36,480.00	0.00%	0.00	0.00	36,480.00	180.00	0.00	0.00	0.00	0.00	36,660.00
332	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	0.00	0.00	0.00	38,120.00
333	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	180.00	0.00	0.00	0.00	0.00	38,180.00
334	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	2,100.00	0.00	0.00	40,220.00
335	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	60.00	0.00	0.00	0.00	0.00	38,060.00
336	113	DEPUTY SHERIFF STEP I	0.00	38,000.00	38,000.00	0.00%	0.00	0.00	38,000.00	120.00	0.00	600.00	0.00	0.00	38,720.00
337	113	DEPUTY SHERIFF STEP II	0.00	39,330.00	39,330.00	0.00%	0.00	0.00	39,330.00	120.00	0.00	0.00	0.00	0.00	39,450.00
338	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00

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										Longevity 115	Interpet . 116	Supplem. 117	Auto A. 118	Clothing 119	
339	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	420.00	0.00	3,300.00	0.00	0.00	45,520.00
340	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	300.00	0.00	2,100.00	0.00	0.00	44,200.00
341	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	300.00	0.00	1,800.00	0.00	0.00	43,900.00
342	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
343	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	420.00	0.00	2,100.00	0.00	500.00	44,820.00
344	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	360.00	0.00	2,100.00	0.00	500.00	44,760.00
345	113	SR. DEPUTY SHERIFF STEP I	0.00	41,800.00	41,800.00	0.00%	0.00	0.00	41,800.00	180.00	0.00	0.00	0.00	0.00	41,980.00
			12,395,657.95	588,520.00	1,018,210.00		0.00	0.00	12,984,177.95	145,860.00	0.00	381,000.00	0.00	54,000.00	13,565,037.95

Approval to create fifteen (15) Deputy Sheriff positions budgeted salaries as per the law enforcement Step & Grade Pay Plan. Effective date January 01, 2010.

U. S. Department of Justice
Office of Community Oriented Policing Services

COPS Universal Hiring Award

Application Organization's Name:	**Hidalgo County**
Grant #:	2004ULWX0008
ORI #:	TX10800
Vendor #:	746000717
Law Enforcement Executive Name:	Sheriff Enrique H. Escalon
Address:	711 El Cibolo Road P.O. Box 1228
City, State, Zip Code:	Edinburg, TX 78540
Telephone:	(956) 393-6000
Fax:	(956) 393-6027
Government Executive Name:	County Judge Ramon Garcia
Address:	100 E. Cano Street 2nd Floor
City, State, Zip Code:	Edinburg, TX 78539
Telephone:	(956) 318-2600
Fax:	(956) 318-2699

Award Start Date: 8/1/2004
Award Amount: **$ 1,125,000**
Award End Date: 7/31/2007
Number of Officers: Full Time: 15
Part Time: 0

Carl R. Peed
Director

AUG 19 2004
Date

By signing this award, the signatory officials are agreeing to abide by the Conditions of Grant Award found on the reverse side of this document:

Signature of Law Enforcement Executive with the authority to accept this grant award.

ENRIQUE ESCALON, SHERIFF
Typed Name and Title of Law Enforcement Executive.

10/22/04
Date

Signature of Government Executive with the authority to accept this grant award.

RAMON GARCIA, COUNTY JUDGE
Typed Name and Title of Government Executive.

10/20/04
Date

APPROVED BY
COMMISSIONERS' COURT
ON: OCT 19 2004

Award ID: 74631

5. RETENTION

At the time of application, your agency committed to retaining each additional UHP officer position awarded for at least one full local budget cycle at the conclusion of the thirty-six (36) month grant funding period for that position, over and above the number of State or locally-funded positions that would otherwise exist. You cannot satisfy the retention requirement by using UHP positions to fill vacancies from attrition. Please be aware that the legal grantee is ultimately responsible for the retention of any officer position(s), even if that grantee contracts for law enforcement services from another agency.

Why This Condition:

The Public Safety Partnership and Community Policing Act of 1994 envisioned that the additional sworn officer positions should be maintained by localities beyond the COPS funding period.

What You Should Do:

At the time of application, your agency submitted a signed retention plan or Retention Plan Certification that outlined your agency's commitment to plan to retain all additional COPS-funded positions for one full local budget cycle following the 36-month grant period. The COPS-funded position(s) must be retained using state, local, tribal, or other non-COPS funding. You must maintain records that document when the 36-month grant period expired for each position, demonstrating that each position was retained above and beyond the number of officer positions that your agency would have otherwise funded, and showing that the position was not retained by attrition.

Please note that UHP grant funding corresponds to the officer position(s) awarded and not the individuals actually filling the grant position(s). Therefore, if for any reason the officer filling a position funded by the UHP grant leaves your department during the retention period, your agency must take active and timely steps to backfill (replace) that position with a newly hired officer until the retention period is completed. If your agency finds itself in circumstances that do not allow for retention, you should contact your Grant Program Specialist immediately for further review.

Damaris:

COPS Universal Hiring Grant

Award Dates:	08/01/04 to 07/31/07
	On 07/17/07, CC approved granted request to extend the termination date to 01/31/09.

Key Dates:

10/19/2004	COPS Universal Hiring Grant accepted by CC.
12/31/2004	COPS Universal Hiring Grant budget appropriated.
9/1/2005	Officers start working.

Expenditure Reports:

Sept. 2005	View the first expenses relating to grant.
Aug. 2008 - Dec. 2008	View that the salary expense is reducing due to officers transferring out of grant and going under the retention phase.
Oct. 2009	Most recent monthly expenditure report. Includes the remaining salary available balance of $1,197.41 **(matches amount noted on legal size worksheet that documents the salary expense for each position).**

Emilia Uriegas
H.C.S.O.

12/4/2009

AI-18991 **18.B.3.**

Change to funding source

CC REGULAR

Date:	12/15/2009
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	DBM- Employee Benefits
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

DBM - Workers Comp Division (2202):
a. Approval to fund AI-18774 approved by CC 12/01/09 from Fund 2202.
b. Approval of intradepartmental transfer
c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-2202-419-50-115-065-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/11/09.

Attachments

Link: Intradept Transfer

Link: Fiscal Note

Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	12/11/2009 04:20 PM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 04:22 PM	APRV
3	Sylvia Solis	Sylvia Solis	12/11/2009 04:48 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Rosie Cantu Started On: 12/11/2009 03:53 PM

Final Approval Date: 12/11/2009

DATE: December 15, 2009

2009
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Workers Comp / Employee Benefits

ACCOUNT NUMBER: 9-2202-419-50-115-065-0-XXX

Contact Person: Rosie Cantu **Ph#:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
583	TRAVEL OUT OF COUNTY	117	SUPPLEMENTAL PAY	305.75
583	TRAVEL OUT OF COUNTY	220	FICA	23.39
583	TRAVEL OUT OF COUNTY	230	RETIREMENT	27.58
583	TRAVEL OUT OF COUNTY	250	UNEMPLOYMENT COMP	1.53
			TOTAL	358.25

REASON:
Intradepartmental Transfer to fund expenditures for supplemental pay allowance and related fringes previously approve by CC on 12/01/09.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

Agenda Item: 18991

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, December 15, 2009

Summary of request/proposal:
The DBM- Workers Comp/ Safety Divisions is requesting approval to fund AI-18774 approved by CC. 12/01/09 from Fund 2202

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
2202	Risk Management Special.	0014	117	0.00	4,200.00	4,200.00
				0.00	4,200.00	4,200.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
9-2202-419-50-115-065-0- 117	DBM - W/C DIVISION - SUPPLEMENTAL PAY	$305.75
9-2202-419-50-115-065-0- 211	DBM - W/C DIVISION - HEALTH INSURANCE	-
9-2202-419-50-115-065-0- 212	DBM - W/C DIVISION - LIFE INSURANCE	-
9-2202-419-50-115-065-0- 220	DBM - W/C DIVISION - FICA	$23.39
9-2202-419-50-115-065-0- 230	DBM - W/C DIVISION - RETIREMENT	$27.58
9-2202-419-50-115-065-0- 250	DBM - W/C DIVISION - UNEMPLOYMENT COMP	$1.53
9-2202-419-50-115-065-0- 260	DBM - W/C DIVISION - WORKER'S COMP	$0.00
	2009 Budgetary Impact	$358.25

2010 Budgetary Impact: $4,929.54

Possible Funding Sources: **WITHIN DBM- W/C DIVISION BUDGET**

Budget Office Recommendation:

HIDALGO COUNTY
COMMISSIONER COURT
2009 SALARY SCHEDULE

9-2202-419-50-115-065-0

AI - 18991

DBM - W/C DIVISION

Slot #	Obj Code	POSITION TITLE	2008 BUDGETED SALARY	2009 ADJUSTED SALARY	2009 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2009 BUDGETED SALARY APPROVED	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	W/C DIVISION ADMINISTRATOR	57,200.00	0.00	57,200.00	0.05	2,860.00	0.00	60,060.00	60,060.00	420.00	0.00	0.00	4,000.00	0.00	64,480.00
0008	113	CLAIMS INVESTIGATOR II	43,853.00	0.00	43,853.00	0.05	2,192.65	0.00	46,045.65	46,046.00	300.00	0.00	0.00	0.00	0.00	46,346.00
0009	113	W/C CLERK III	36,400.00	0.00	36,400.00	0.05	1,820.00	0.00	38,220.00	38,220.00	780.00	0.00	0.00	0.00	0.00	39,000.00
0010	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	300.00	0.00	0.00	0.00	0.00	33,393.00
0011	113	W/C CLERK II	31,517.00	0.00	31,517.00	0.05	1,575.85	0.00	33,092.85	33,093.00	480.00	0.00	0.00	0.00	0.00	33,573.00
0012	113	SECRETARY	25,552.00	0.00	25,552.00	0.05	1,277.60	722.40	27,552.00	27,552.00	0.00	0.00	0.00	0.00	0.00	27,552.00
0013	113	CHIEF ADMINISTRATOR	5,200.00	0.00	5,200.00	0.05	260.00	0.00	5,460.00	5,460.00	21.43	0.00	0.00	0.00	0.00	5,481.43
0014	**113**	**RISK MANAGEMENT SPECIALIST**	**37,000.00**	**0.00**	**37,000.00**	**0.1**	**1,850.00**	**0.00**	**38,850.00**	**38,850.00**	**0.00**	**0.00**	**4,200.00 ↓ ~~0.00~~**	**0.00**	**0.00**	**38,850.00**
			268,239.00	0.00	268,239.00		13,411.95	722.40	282,373.35	282,374.00	2,301.43	0.00	4,200.00	4,000.00	0.00	288,675.43

Approval to fund AI-18774 approved by CC. 12/01/09 from Fund 2202

AI-18953 **19.A.4.**

Requesting Approval of Order, Amendment NO. 1, and Payment for Texas Conference of Urban Counties

CC REGULAR

Date:	12/15/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

a. Approval of an Order recommended by the Texas Conference of Urban Counties adopting changes to the Master Software License and Professional Services Agreement (Amendment No. 1) for the Common Integrated Justice System (CIJS) Court Administration System, and approving all actions necessary for the payment of existing amounts due under that agreement.

b. Acceptance and approval of an Amendment No. 1 to the Master Software License and Professional Services Agreement, between Hidalgo County and Texas Conference of Urban Counties;

c. Acceptance and approval of Invoice Nos. 5565-$341,250.00 and No. 5566-$367,500.00 as submitted from Texas Conference of Urban Counties, after Auditor's review and processing procedures completed including authority for County Treasurer to issue payment(s)/check(s).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1302-412-00-200-009-0-747

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

BUDGETARY IMPACT:

PO 625654-Amount available as of 12-11-09 $367,500.00 for Texas Conference of Urban Co.'s.
Req #166888-Amount available as of 12-11-09 $341,250.00 for Texas Conference of Urban Co's.

Amendment No. 1 to the Master Software License Agreement does not obligate County to additional cost unless change orders are requested.

Attachments

Link: amendment

Link: Resolution;Amendment No. 1; Payment

Link: Invoice No. 5565 and 5566

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 01:42 PM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 02:06 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 03:16 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/11/2009 04:24 PM	APRV
5	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Rocio Villarreal Started On: 12/09/2009 04:54 PM

Final Approval Date: 12/11/2009

TEXAS Conference of
Urban Counties

October 23, 2009

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Honorable Juan Salinas, III
County Judge
Hidalgo County
P. O Box 1356
Edinburgh, TX 78540

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

Dear Judge Salinas, III:

Thank you for Hidalgo County's continued participation in the Urban Counties TechShare program, sharing the Common Integrated Justice System Court Administration System called Odyssey, licensed from Tyler Technologies through a TechShare procured enterprise license agreement.

By joining and working together, participating counties have saved more than $30 million sharing this license agreement. Hidalgo County has saved $2.52 million.

Now, action is required of the Hidalgo County Commissioners Court to continue this strong partnership and potentially enhance the savings to Hidalgo County taxpayers. The action does not require any increase in costs.

In our agreements with Tyler, deadlines for adding additional counties and realizing rebates to existing counties have passed. The Urban Counties has negotiated an amendment that extends agreements and enhances the benefits to participating counties. Only counties that vote to adopt the amended agreement will enjoy the enhanced benefits.

The amendment has been reviewed by, and is recommended by, the CJIS Oversight Board on which Hidalgo County is represented. The amendment has also been approved by, and is recommended by, the Urban Counties Board of Directors.

A memo providing a comprehensive analysis is attached. In summary, the amendment:

- Extends the deadline past 12/31/09 for additional counties to join in sharing the license agreement;
- Pays participating counties $800,000 total (distributed pro-rata) if all license existing participants completely pay for their court case management system licenses by December 31, 2009;

- Removes a cap on payments to Tyler by new counties joining in the resource sharing (this cap is not going to be reached by December 31, 2009);
- Extends the popular enterprise modifications program that is saving participating counties more than $200,000 each year; and
- Continues the reduced annual software maintenance fees, assuring the counties of continued savings through the program.

If Hidalgo County ratifies the amendment, the County will continue to realize the benefits from the collaborative effort, including the potential for the license fee rebates included in the amendment.

Section 25.7 of the Master Software License and Professional Services Agreement requires that all participating counties ratify the proposed contract amendment. Therefore, if the County does not ratify the amendment, then all participating counties will forfeit any potential rebates and future benefits from the amended agreement. The right to use the Odyssey system will of course continue, under the current agreement.

We request your immediate consideration of this amendment. If the participating counties do not approve the amendment by November 25, 2009 then the benefits of it will be lost. Also you will find a payment advisory in the amount of $708,750 for the County's final license payment for the Court Administration module.

Please adopt the attached draft resolution, or a similar resolution that approves the attached Amendment No. 1 to the Master Software License and Professional Services Agreement with Tyler Technologies.

If you would like additional information please do not hesitate to contact me. Either myself or Charles Gray are at your disposal either by phone or to visit your county and discuss this matter.

Thank you again for your participation in the Urban Counties and the TechShare program.

Sincerely,

Donald Lee

Executive Director

cc: Honorable Sylvia Handy, Hidalgo County Commissioner, Pct. 1
Honorable Hector Palacios, Hidalgo County Commissioner, Pct. 2
Honorable Joe Flores, Hidalgo County Commissioner, Pct. 3
Honorable Oscar Garza, Hidalgo County Commissioner, Pct. 4
Mr. Mike Robledo, Hidalgo County Administrator

Enclosed: Detailed Memo from Charles Gray
Draft Commissioners Court Resolution
Master Software License and Professional Services Agreement Amendment No. 1

STATE OF TEXAS §
§
COUNTY OF HIDALGO COUNTY §

AN ORDER OF THE COMISSIONERS COURT OF HIDALGO COUNTY TO APPROVE AND ADOPT AMENDMENT NUMBER 1 TO THE MASTER SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on March 14, 2006, Tyler Technologies, Inc. and the Texas Conference of Urban Counties entered into the Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Tyler Technologies, Inc. agreed to grant to the Texas Conference of Urban Counties a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, HIDALGO COUNTY, as a Member County and pursuant to the terms of the Master Agreement, became a Participating Member County and Party to the Master Agreement and, acquire the license, as well at the development, implementation, installation, training and maintenance services from Software Provider with respect to the Court Admin System, on the terms and subject to the conditions of the Master Agreement; and

WHEREAS, the Amendment Number 1 to the Master Software License and Professional Services Agreement:

- Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
- Provides existing participating counties a right to an $800,000 rebate if all license fees due by existing participants are paid during December 2009;
- Provides that Hidalgo County's share of the potential 2009 rebate is $78,855, but can only be received if Hidalgo County pays an outstanding amount due under the existing agreement of $708,750 before December 23, 2009 ;
- Provides for an additional $390,000 rebate if an additional $2,000,000 in license fees are obligated by new participating counties before December 31, 2010;
- Does not increase the potential costs to Hidalgo County nor affect the rights to use and implement what is currently contracted for;
- Provides counties that are not currently participating the opportunity to do so thru 2014;
- Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
- Continues the existing 16% of license fees maintenance fee cost for participating counties;
- Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and
- Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

NOW, THEREFORE, BE IT ORDERED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY THAT:

1. Amendment Number 1 to the Master Software License and Professional Services Agreement is approved and the Hidalgo County Judge is authorized to sign the Amendment on behalf of Hidalgo County.
2. The payment of remaining license fees for the Court Administration Module in the amount of $708,750 is approved, as is the issuing of a check in that amount to the Texas Conference of Urban Counties;
3. The Hidalgo County Auditor, Treasurer, Clerk and all other County officers are directed to take all necessary actions to ensure that a check for $708,750 is delivered to the Texas Conference of Urban Counties by December 22, 2009;
4. The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact;
5. It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Ch. 551, Texas Government Code; and
6. This Order shall be effective on the date of its adoption, as reflected below.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2009, by a vote of ____ in favor and _____ against, _____ abstaining.

HIDALGO COUNTY, TEXAS

By: _____

Rene Ramirez_____
COUNTY JUDGE

Attest:

_____
COUNTY CLERK

TEXAS Conference of
Urban Counties

October 23, 2009

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Rockwall ~ San Patricio
Tarrant ~ Travis
Williamson ~ Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Judge Salinas, III, Hidalgo County
CC: Mr. Mike Robledo, Administrator

From: Charles Gray, TechShare Program Manager

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

The purpose of this memo is to request that Hidalgo County ratify the amendment to the contract between Texas Conference of Urban Counties and Tyler Technologies making the Odyssey Court Case Management System available to our members.

The contract amendment was adopted by the Urban Counties Board of Directors on Wednesday, September 8, 2009.

Each of the member counties participating in the collaborative project to implement the Odyssey Court Case Management System through the Urban Counties TechShare program must determine whether or not it will ratify the contract amendment.

This letter provides an overview of the business reasons that lead to this amendment and, further, describes the contents of the amendment at a high level.

By ratifying this agreement, Hidalgo County will continue to realize the benefits from sharing the Odyssey Court Administration System through the Urban Counties TechShare program.

The Urban Counties will provide a detailed briefing for Hidalgo County upon request.

Action on this item is requested by November 25, 2009. The amendment is included with this letter. Please return a signed copy of the amendment to the Urban Counties by November 25, 2009. If Hidalgo County decides not to ratify the amendment, please advise the Urban Counties of that decision so that the County's contract can be transferred directly to Tyler Technologies.

The Master Software License and Professional Services Agreement requires that all participating counties ratify any amendment. If Hidalgo County elects not to ratify the amendment, then none of the participating counties will realize the benefits included in the amendment.

Background:

In March 2006, the Urban Counties entered into a contract with Tyler Technologies to provide the option to license and implement a Court Administration System, along with other justice system modules, to the member counties. The contract anticipated that, over a three year period, the Urban Counties could obtain an "enterprise" software license that would provide unlimited use of the Court Administration System for member counties by enrolling a sufficient number of counties to pay the combined enterprise license fee of $12,395,000.

Over the next three years, the Urban Counties, working closely with Tyler Technologies, enrolled thirteen (13) counties in the contract, with a combined license fee commitment (for the Court Administration System) of $10,652,500.

In order to continue to offer the Court Administration System to member counties and to extend the collaborative efforts of the participating counties, an amendment to the original contract is needed. Collaborating with Tyler Technologies new contract documents have been developed extending the relationship. The new agreement would be effective if approved by the Urban Counties Board and the participating member counties.

The proposed contract documents have been reviewed with the CIJS Oversight Board whose members recommended adoption by the Urban Counties Board. The Urban Counties Board of Directors approved the contract amendment on September 8, 2009. A summary of the contract changes are presented below.

Contract Amendment Overview:

The process for amending the Master Software License and Professional Services agreement between the Texas Conference of Urban Counties and Tyler Technologies includes two steps:

- Approve Amendment No. 1 to the Master Software License and Professional Services Agreement to provide for additional benefits to the participating counties and to effectively close out the current Tyler contract with the Urban Counties; and
- Replace the Master Software License and Professional Services Agreement with a new Master Agreement that provides the member counties with the continued opportunity to acquire the Court Administration System and other optional modules from Tyler Technologies through December 2014 at significant cost savings.

This approach resolves the issues with the current agreement and allows the TechShare program to continue the collaborative effort with Tyler Technologies that has delivered significant value and savings to the participating counties. The elements of each step of the project are outlined below:

Approve Amendment No. 1 to the Master Software License and Professional Services Agreement:

- Resolves Urban Counties/Tyler issues regarding license fee payment by eliminating the enterprise license fee.
- Requires that pending license fees for participating counties be paid through the Urban Counties by the end of December 2009.
- If all pending license fees are paid by the end of December 2009, provides a license fee rebate in the amount of $800,000 to be distributed to participating counties by the Urban Counties.
- Continues current implementation projects for the thirteen (13) participating counties with no increase in cost.
- Provides Tyler with a twelve percent (12%) increase in hourly services rates for any change orders or new projects executed for the thirteen (13) participating counties, effective immediately.
- Continues the current Software Maintenance agreement terms for the participating counties at the same low rate of 16% of license fees, saving the counties about 25% over the industry standard maintenance fee rates of 22 to 24% of license fees.
- Provides the option for the participating counties to expand Software Maintenance services to include expanded help desk coverage through an incremental increase in annual software maintenance fees.
- Continues administration and payment of Software Maintenance services through the Urban Counties so counties can leverage their collaborative purchasing structure.
- Provides for the completion of all approved enterprise modifications up to the contract value of $661,986, providing almost $2 million in value to participating counties.
- Closes out the current contract on December 31, 2009 while recognizing that some contract commitments, such as ongoing implementation projects and maintenance contracts, survive the termination of the agreement.

New Master Agreement:

- Provides the Urban Counties members who have not already elected to participate in the program with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks at a discounted license fee of approximately 10% through December 31, 2010.
- Provides all counties in Texas with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks through the Urban Counties through December 31, 2014.

- Provides an additional license fee rebate of $390,000 if the participating county license fees are expanded by a minimum of $2 million by the end of December 2010. The rebate would be paid to the Urban Counties to be distributed to the participating member counties.
- Provides Software Maintenance Services, including expanded Help Desk and Software Assurance Services, at discounted fees for all participating counties. Basic maintenance would be offered at a 25% savings by establishing the maintenance fees at 16% of licenses fee instead of the industry standards of 22 to 24%.
- Expands the enterprise modification program so participating counties can continue to obtain software enhancements at a rate discounted by at least 15%, with costs shared by all participants, resulting in continued savings through collaboration.
- Continues administration and payment of for Software Maintenance services through the Urban Counties.
- Structures the parties' contractual relationship in a manner that is more customary in the software development and sales marketplace through the use of a more traditional reseller agreement

Recommended Resolution:

Each participating county is asked to adopt the Amendment Number 1 to the Master Software License and Professional Services Agreement with the following understandings. Amendment No. 1:

1. Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
2. Provides existing participating counties a right to an $800,000 rebate if all license fees due by existing participants are paid by December 31, 2009;
3. Provides for an additional $390,000 rebate if an additional $2,000,000 in license fees are paid by new participating counties before the end of 2010;
4. Does not increase the potential costs to current participants nor affect their rights to use and have implemented what they have currently contracted for;
5. Provides counties that are not currently participating the opportunity to do so thru 2014;
6. Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
7. Continues the existing 16% of license fees maintenance fee cost for participating counties;
8. Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and

9. Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

Please do not hesitate to contact me if I can be of assistance on this or any other matter. Copies of the original contract materials are available upon request.

Enclosure: Master Software License and Professional Services Agreement Amendment No. 1

Master Software License and Professional Services Agreement
Amendment No. 1

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on March 14, 2006, Software Provider and the CUC entered into that certain Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Software Provider agreed to grant to the CUC a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, pursuant to Section 25.7 of the Agreement, Software Provider and the CUC desire to amend the terms of the Agreement to provide for the following, among other things: (a) the license grant to the CUC for the sole purpose of sublicensing the Licensed Property shall be limited to sublicensing the Licensed Property to the thirteen Participating Member Counties (defined in this Amendment); (b) the License Fee associated with such license shall be reduced to $10,757,500 and shall be due and payable as set forth in this Amendment; (c) the Term of the Agreement shall expire on December 31, 2009; and (d) the Participating Member Counties shall contract directly with Software Provider for maintenance and support services related to the Licensed Property, all as more particularly described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. The following definitions hereby supersede and replace the definitions contained in the Agreement:

a. License Fee means $10,757,500 made payable in various payments pursuant to Section 4.1;

b. Participating Member Counties means: (i) Collin County, Texas; (ii) Fort Bend County, Texas; (iii) Gregg County, Texas; (iv) Tarrant County, Texas; (v) Denton County, Texas; (vi) Grayson County, Texas; (vii) Guadalupe County, Texas; (viii) Williamson County, Texas; (ix) Galveston County, Texas; (x) Hidalgo County, Texas; (xi) Nueces County, Texas; (xii) Cameron County, Texas; and (xiii) San Patricio County, Texas. No other Member County shall have the right to become a Participating Member County under the terms of the Agreement.

c. Price List means the license fees and maintenance fees associated with each Participating Member County as set forth in Schedule A to this Amendment.

d. Standard Maintenance Agreement means Software Provider's standard maintenance and support services agreement to be executed by Software Provider and each Participating Member County. Each Participating Member County shall have the option of purchasing "Tier 1 Support" or "Tier 2 Support", as defined in the Standard Maintenance Agreement.

e. Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

f. Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by Participating Member County technical staff.

g. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Relationship with Participating Member Counties. The Agreement is hereby amended by deleting Section 2.4(b) in its entirety and replacing it with the following:

> "(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without CUC participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, and the invoicing and payment of all related maintenance fees shall occur between Software Provider and each respective Participating Member County."

3. License Fee. The Agreement is hereby amended by deleting Section 4.1 in its entirety and replacing it with the following:

> "4.1 License Fee. The License Fee is $10,652,500. As of the Effective Date of this Amendment, the parties acknowledge and agree that the CUC has paid $_____ of the License Fee, which shall be allocated among the Participating Member Counties as set forth on Schedule B to this Amendment. The remaining License Fee shall be due and payable as follows:

Payment Date	Amount to be Paid
12/312009	$2,185,750

Software Provider shall invoice the CUC thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the CUC shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the CUC on each such Payment Date. In the event that the CUC timely pays the License Fee in full by December 31, 2009, Tyler shall remit to the CUC a one-time incentive bonus in the amount of $800,000. Upon the CUC's timely payment of the License Fee in full, the foregoing licenses shall become irrevocable as set forth in Section 3.2 of this Agreement. If the licenses are revoked by Software Provider because of the CUC's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense using the procedure set forth in Section 3.8 of this Agreement."

4. Invoice and Payment. Section 4.4 of the Agreement is hereby amended by deleting the following sentence in its entirety:

"Software Provider shall invoice the CUC for maintenance fees in accordance with the terms of the Standard Maintenance Agreement."

5. Implementation Services. The Agreement is hereby amended by adding the following sentence to the end of Section 5.4:

"Software Provider shall continue to deliver implementation and other services as set forth in any previously approved Implementation Plan, without regard to any expiration of the Term of this Agreement provided, however, that such continuation of delivery does not relieve any Participating Member County from its obligation to pay for software licenses and services as set forth in this Agreement. Software Provider's hourly service rates for implementation and other services included in any existing approved Implementation Plan shall be as set forth for the hours in such Implementation Plan. Software Provider's hourly service rates for implementation and other services quoted in a new Budget Proposal or Change Order to an existing implementation plan hereunder shall be according to Software Provider's then current published annual rates as set forth in Schedule C and as may be amended annually by Software Provider."

6. Maintenance and Support Agreement. The Agreement is hereby amended by deleting Section 11.1 in its entirety and replacing it with the following:

"11.1 Maintenance and Support Agreement. Each Participating Member County shall execute its own respective Standard Maintenance Agreement, which shall be between Software Provider and the Participating Member County. Such Standard Maintenance Agreement shall provide that the Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date of Participating Member County's Standard Maintenance Agreement previously executed with Software Provider and the CUC, after which time the fees may be adjusted to the level of the then current standard

Maintenance and Support Fees. At each Participating Member County's election, the Standard Maintenance Agreement shall provide either "Tier 1 Support" or "Tier 2 Support". Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of the executed Standard Maintenance Agreement, and the applicable maintenance fees shall be collected from Participating Member County as set forth below:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provide shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year."

7. Term. The Agreement is hereby amended by deleting Section 22.1 in its entirety and replacing it with the following:

"22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2009; (b) each Participating

Member County reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term")."

8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.	TYLER TECHNOLOGIES, INC.
By: _____	By: _____
Name: Donald Lee	Name: _____
Title: Executive Director	Title: _____
Date: October 16, 2009	Date: _____, 2009

Hidalgo County

By: _____
Name: _____
Title: _____
Date: _____, 2009

Master Software License and Professional Services Agreement
Amendment No. 1

Schedule "A"
Price List

County	County Enterprise Pricing	Initial Case Type	Second Case Type	Support Init. Case Type	Support Second Case Type	Support Both Case Types
Tarrant (Note1)	2,000,000	1,387,500	612,500	194,250	87,500	250,000
Hidalgo	1,050,000	682,500	367,500	126,750	68,250	195,000
Collin	1,050,000	682,500	367,500	110,500	59,500	170,000
Denton	945,000	N/A	N/A	N/A	N/A	170,000
Fort Bend	875,000	568,750	306,250	91,000	49,000	140,000
Cameron	875,000	568,750	306,250	91,000	49,000	140,000
Nueces	875,000	568,750	306,250	91,000	49,000	140,000
Galveston	875,000	568,750	306,250	84,500	45,500	130,000
Williamson	700,000	568,750	306,250	91,000	49,000	140,000
Grayson	410,000	N/A	N/A	N/A	N/A	105,000
Gregg	630,000	409,500	220,500	68,250	36,750	105,000
Guadalupe	490,000	318,500	171,500	45,500	24,500	70,000
San Patricio	490,000	318,500	171,500	45,500	24,500	70,000

Note 1. Tarrant County's "Initial Case Type" License Fee reflects an increase of $250,000 and a proportional Annual Maintenance and Support Fee increase of $31,750. This "Initial Case Type" license covers all case types and case manager lines of business, except adult criminal, including the components the Law Enforcement RMS module necessary to perform and manage civil paper service.

Schedule "B"
Allocation of License Fees Paid by CUC as of Effective Date

County	Enterprise License Fee	License Fee Paid as of Effective Date	Remaining License Fee Payments Due
Tarrant	$1,387,500	$1,137,500	$250,000
Hidalgo	$1,050,000	$341,250	$708,750
Collin	$1,050,000	$1,050,000	$0
Denton	$945,000	$945,000	$0
Fort Bend	$875,000	$875,000	$0
Cameron	$875,000	$525,000	$350,000
Nueces	$875,000	$390,000	$485,000
Galveston	$875,000	$875,000	0
Williamson	$700,000	$700,000	$0
Grayson	$410,000	$410,000	$0
Gregg	$630,000	$630,000	$0
Guadalupe	$490,000	$294,000	$196,000
San Patricio	$490,000	$294,000	$196,000
Totals	**$10,652,500**	**$7,735,250**	**$2,185,750**

Master Software License and Professional Services Agreement
Amendment No. 1

Schedule "C"
2009 Implementation Services Hourly Rates

Project Management	$160.00 per hour
Technical Services	$149.00 per hour
Training Services	$138.00 per hour

TEXAS Conference of
Urban Counties

Payment Advisory

Date	
10/26/2009	

Bill To
Honorable Juan Salinas, III County Judge Hidalgo County P. O Box 1356 Edinburgh, TX 78540

Texas Conference of Urban Counties

500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
CIJS Court Administration License Fee	708,750.00

	Total	$708,750.00
	Balance Due	$708,750.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org

TEXAS Conference of
Urban Counties

October 23, 2009

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Randall ~ Rockwall
San Patricio ~ Tarrant
Travis ~ Williamson
Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

Honorable Juan Salinas, III
County Judge
Hidalgo County
P. O Box 1356
Edinburgh, TX 78540

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

Dear Judge Salinas, III:

Thank you for Hidalgo County's continued participation in the Urban Counties TechShare program, sharing the Common Integrated Justice System Court Administration System called Odyssey, licensed from Tyler Technologies through a TechShare procured enterprise license agreement.

By joining and working together, participating counties have saved more than $30 million sharing this license agreement. Hidalgo County has saved $2.52 million.

Now, action is required of the Hidalgo County Commissioners Court to continue this strong partnership and potentially enhance the savings to Hidalgo County taxpayers. The action does not require any increase in costs.

In our agreements with Tyler, deadlines for adding additional counties and realizing rebates to existing counties have passed. The Urban Counties has negotiated an amendment that extends agreements and enhances the benefits to participating counties. Only counties that vote to adopt the amended agreement will enjoy the enhanced benefits.

The amendment has been reviewed by, and is recommended by, the CJIS Oversight Board on which Hidalgo County is represented. The amendment has also been approved by, and is recommended by, the Urban Counties Board of Directors.

A memo providing a comprehensive analysis is attached. In summary, the amendment:

- Extends the deadline past 12/31/09 for additional counties to join in sharing the license agreement;
- Pays participating counties $800,000 total (distributed pro-rata) if all license existing participants completely pay for their court case management system licenses by December 31, 2009;

- Removes a cap on payments to Tyler by new counties joining in the resource sharing (this cap is not going to be reached by December 31, 2009);
- Extends the popular enterprise modifications program that is saving participating counties more than $200,000 each year; and
- Continues the reduced annual software maintenance fees, assuring the counties of continued savings through the program.

If Hidalgo County ratifies the amendment, the County will continue to realize the benefits from the collaborative effort, including the potential for the license fee rebates included in the amendment.

Section 25.7 of the Master Software License and Professional Services Agreement requires that all participating counties ratify the proposed contract amendment. Therefore, if the County does not ratify the amendment, then all participating counties will forfeit any potential rebates and future benefits from the amended agreement. The right to use the Odyssey system will of course continue, under the current agreement.

We request your immediate consideration of this amendment. If the participating counties do not approve the amendment by November 25, 2009 then the benefits of it will be lost. Also you will find a payment advisory in the amount of $708,750 for the County's final license payment for the Court Administration module.

Please adopt the attached draft resolution, or a similar resolution that approves the attached Amendment No. 1 to the Master Software License and Professional Services Agreement with Tyler Technologies.

If you would like additional information please do not hesitate to contact me. Either myself or Charles Gray are at your disposal either by phone or to visit your county and discuss this matter.

Thank you again for your participation in the Urban Counties and the TechShare program.

Sincerely,

Donald Lee

Executive Director

cc: Honorable Sylvia Handy, Hidalgo County Commissioner, Pct. 1
Honorable Hector Palacios, Hidalgo County Commissioner, Pct. 2
Honorable Joe Flores, Hidalgo County Commissioner, Pct. 3
Honorable Oscar Garza, Hidalgo County Commissioner, Pct. 4
Mr. Mike Robledo, Hidalgo County Administrator

Enclosed: Detailed Memo from Charles Gray
Draft Commissioners Court Resolution
Master Software License and Professional Services Agreement Amendment No. 1

STATE OF TEXAS §
§
COUNTY OF HIDALGO COUNTY §

AN ORDER OF THE COMISSIONERS COURT OF HIDALGO COUNTY TO APPROVE AND ADOPT AMENDMENT NUMBER 1 TO THE MASTER SOFTWARE LICENSE AND PROFESSIONAL SERVICES AGREEMENT

WHEREAS, on March 14, 2006, Tyler Technologies, Inc. and the Texas Conference of Urban Counties entered into the Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Tyler Technologies, Inc. agreed to grant to the Texas Conference of Urban Counties a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, HIDALGO COUNTY, as a Member County and pursuant to the terms of the Master Agreement, became a Participating Member County and Party to the Master Agreement and, acquire the license, as well at the development, implementation, installation, training and maintenance services from Software Provider with respect to the Court Admin System, on the terms and subject to the conditions of the Master Agreement; and

WHEREAS, the Amendment Number 1 to the Master Software License and Professional Services Agreement:

- Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
- Provides existing participating counties a right to an $800,000 rebate if all license fees due by existing participants are paid during December 2009;
- Provides that Hidalgo County's share of the potential 2009 rebate is $78,855, but can only be received if Hidalgo County pays an outstanding amount due under the existing agreement of $708,750 before December 23, 2009 ;
- Provides for an additional $390,000 rebate if an additional $2,000,000 in license fees are obligated by new participating counties before December 31, 2010;
- Does not increase the potential costs to Hidalgo County nor affect the rights to use and implement what is currently contracted for;
- Provides counties that are not currently participating the opportunity to do so thru 2014;
- Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
- Continues the existing 16% of license fees maintenance fee cost for participating counties;
- Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and
- Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY THAT:

1. Amendment Number 1 to the Master Software License and Professional Services Agreement is approved and the Hidalgo County Judge is authorized to sign the Amendment on behalf of Hidalgo County.
2. The payment of remaining license fees for the Court Administration Module in the amount of $708,750 is approved, as is the issuing of a check in that amount to the Texas Conference of Urban Counties;
3. The Hidalgo County Auditor, Treasurer, Clerk and all other County officers are directed to take all necessary actions to ensure that a check for $708,750 is delivered to the Texas Conference of Urban Counties by December 22, 2009;
4. The foregoing recitals, having been found by the Commissioners Court to be true and correct, are hereby incorporated into this Order as findings of fact;
5. It is hereby officially found and determined that the meeting at which this Order was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Ch. 551, Texas Government Code; and
6. This Order shall be effective on the date of its adoption, as reflected below.

BE IT SO ORDERED.

Passed and Approved this _____ day of _____, 2009, by a vote of ____ in favor and _____ against, _____ abstaining.

HIDALGO COUNTY, TEXAS

By: _____

Rene Ramirez_____
COUNTY JUDGE

Attest:

_____
COUNTY CLERK

TEXAS Conference of
Urban Counties

October 23, 2009

Chairman
Judge
Mike Bradford
Midland County

Chair Elect
Commissioner
Mike Cantrell
Dallas County

Immediate Past Chair
Judge
Glen Whitley
Tarrant County

Vice-Chairmen
Comm. Tommy Adkisson
Bexar County
Comm. Sylvia Garcia
Harris County
Comm. Andy Meyers
Fort Bend County
Comm. Jay Millikin
Comal County
Judge J.D. Salinas
Hidalgo County

Executive Director
Donald Lee

Member Counties
Bell ~ Bexar
Brazoria ~ Brazos
Cameron ~ Chambers
Collin ~ Comal
Dallas ~ Denton
El Paso ~ Ellis
Fort Bend ~ Galveston
Grayson ~ Gregg
Guadalupe ~ Harris
Hays ~ Hidalgo
Hunt ~ Jefferson
Johnson ~ Kaufman
Lubbock ~ McLennan
Midland ~ Nueces
Rockwall ~ San Patricio
Tarrant ~ Travis
Williamson ~ Wise

500 West 13th Street
Austin, TX 78701

Phone: 512.476.6174
Fax: 512.476.5122

www.cuc.org

To: Judge Salinas, III, Hidalgo County
CC: Mr. Mike Robledo, Administrator

From: Charles Gray, TechShare Program Manager

Re: **Consideration of Changes to the Agreement with the Tyler Technologies for the Common Integrated Justice System (CIJS) Court Administration System**

The purpose of this memo is to request that Hidalgo County ratify the amendment to the contract between Texas Conference of Urban Counties and Tyler Technologies making the Odyssey Court Case Management System available to our members.

The contract amendment was adopted by the Urban Counties Board of Directors on Wednesday, September 8, 2009.

Each of the member counties participating in the collaborative project to implement the Odyssey Court Case Management System through the Urban Counties TechShare program must determine whether or not it will ratify the contract amendment.

This letter provides an overview of the business reasons that lead to this amendment and, further, describes the contents of the amendment at a high level.

By ratifying this agreement, Hidalgo County will continue to realize the benefits from sharing the Odyssey Court Administration System through the Urban Counties TechShare program.

The Urban Counties will provide a detailed briefing for Hidalgo County upon request.

Action on this item is requested by November 25, 2009. The amendment is included with this letter. Please return a signed copy of the amendment to the Urban Counties by November 25, 2009. If Hidalgo County decides not to ratify the amendment, please advise the Urban Counties of that decision so that the County's contract can be transferred directly to Tyler Technologies.

The Master Software License and Professional Services Agreement requires that all participating counties ratify any amendment. If Hidalgo County elects not to ratify the amendment, then none of the participating counties will realize the benefits included in the amendment.

Background:

In March 2006, the Urban Counties entered into a contract with Tyler Technologies to provide the option to license and implement a Court Administration System, along with other justice system modules, to the member counties. The contract anticipated that, over a three year period, the Urban Counties could obtain an "enterprise" software license that would provide unlimited use of the Court Administration System for member counties by enrolling a sufficient number of counties to pay the combined enterprise license fee of $12,395,000.

Over the next three years, the Urban Counties, working closely with Tyler Technologies, enrolled thirteen (13) counties in the contract, with a combined license fee commitment (for the Court Administration System) of $10,652,500.

In order to continue to offer the Court Administration System to member counties and to extend the collaborative efforts of the participating counties, an amendment to the original contract is needed. Collaborating with Tyler Technologies new contract documents have been developed extending the relationship. The new agreement would be effective if approved by the Urban Counties Board and the participating member counties.

The proposed contract documents have been reviewed with the CIJS Oversight Board whose members recommended adoption by the Urban Counties Board. The Urban Counties Board of Directors approved the contract amendment on September 8, 2009. A summary of the contract changes are presented below.

Contract Amendment Overview:

The process for amending the Master Software License and Professional Services agreement between the Texas Conference of Urban Counties and Tyler Technologies includes two steps:

- Approve Amendment No. 1 to the Master Software License and Professional Services Agreement to provide for additional benefits to the participating counties and to effectively close out the current Tyler contract with the Urban Counties; and
- Replace the Master Software License and Professional Services Agreement with a new Master Agreement that provides the member counties with the continued opportunity to acquire the Court Administration System and other optional modules from Tyler Technologies through December 2014 at significant cost savings.

This approach resolves the issues with the current agreement and allows the TechShare program to continue the collaborative effort with Tyler Technologies that has delivered significant value and savings to the participating counties. The elements of each step of the project are outlined below:

Approve Amendment No. 1 to the Master Software License and Professional Services Agreement:

- Resolves Urban Counties/Tyler issues regarding license fee payment by eliminating the enterprise license fee.
- Requires that pending license fees for participating counties be paid through the Urban Counties by the end of December 2009.
- If all pending license fees are paid by the end of December 2009, provides a license fee rebate in the amount of $800,000 to be distributed to participating counties by the Urban Counties.
- Continues current implementation projects for the thirteen (13) participating counties with no increase in cost.
- Provides Tyler with a twelve percent (12%) increase in hourly services rates for any change orders or new projects executed for the thirteen (13) participating counties, effective immediately.
- Continues the current Software Maintenance agreement terms for the participating counties at the same low rate of 16% of license fees, saving the counties about 25% over the industry standard maintenance fee rates of 22 to 24% of license fees.
- Provides the option for the participating counties to expand Software Maintenance services to include expanded help desk coverage through an incremental increase in annual software maintenance fees.
- Continues administration and payment of Software Maintenance services through the Urban Counties so counties can leverage their collaborative purchasing structure.
- Provides for the completion of all approved enterprise modifications up to the contract value of $661,986, providing almost $2 million in value to participating counties.
- Closes out the current contract on December 31, 2009 while recognizing that some contract commitments, such as ongoing implementation projects and maintenance contracts, survive the termination of the agreement.

New Master Agreement:

- Provides the Urban Counties members who have not already elected to participate in the program with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks at a discounted license fee of approximately 10% through December 31, 2010.
- Provides all counties in Texas with the option to obtain the Court Administration System, optional justice software modules such as Jail Management, Adult Probation, Sheriff's Records Management and Hot Checks through the Urban Counties through December 31, 2014.

- Provides an additional license fee rebate of $390,000 if the participating county license fees are expanded by a minimum of $2 million by the end of December 2010. The rebate would be paid to the Urban Counties to be distributed to the participating member counties.
- Provides Software Maintenance Services, including expanded Help Desk and Software Assurance Services, at discounted fees for all participating counties. Basic maintenance would be offered at a 25% savings by establishing the maintenance fees at 16% of licenses fee instead of the industry standards of 22 to 24%.
- Expands the enterprise modification program so participating counties can continue to obtain software enhancements at a rate discounted by at least 15%, with costs shared by all participants, resulting in continued savings through collaboration.
- Continues administration and payment of for Software Maintenance services through the Urban Counties.
- Structures the parties' contractual relationship in a manner that is more customary in the software development and sales marketplace through the use of a more traditional reseller agreement

Recommended Resolution:

Each participating county is asked to adopt the Amendment Number 1 to the Master Software License and Professional Services Agreement with the following understandings. Amendment No. 1:

1. Does not obligate the Urban Counties or participating counties to any further payments to Tyler than are currently obligated;
2. Provides existing participating counties a right to an $800,000 rebate if all license fees due by existing participants are paid by December 31, 2009;
3. Provides for an additional $390,000 rebate if an additional $2,000,000 in license fees are paid by new participating counties before the end of 2010;
4. Does not increase the potential costs to current participants nor affect their rights to use and have implemented what they have currently contracted for;
5. Provides counties that are not currently participating the opportunity to do so thru 2014;
6. Increases the hourly rate paid to Tyler by 12% for change orders and new projects requested by current participants;
7. Continues the existing 16% of license fees maintenance fee cost for participating counties;
8. Allows participating counties to expand maintenance to include help desk support by increasing maintenance fees by five percent (5%); and

9. Allows for continuation and expansion of the existing Enterprise Modification program whereby participating counties share in the cost of enhancements to the system.

Please do not hesitate to contact me if I can be of assistance on this or any other matter. Copies of the original contract materials are available upon request.

Enclosure: Master Software License and Professional Services Agreement Amendment No. 1

Master Software License and Professional Services Agreement
Amendment No. 1

This Amendment No. 1 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Software Provider"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on March 14, 2006, Software Provider and the CUC entered into that certain Master Software License and Professional Services Agreement (as amended, the "Agreement") pursuant to which, among other things, Software Provider agreed to grant to the CUC a non-exclusive, royalty-free, revocable license for the sole purpose of sublicensing the Licensed Property to Participating Member Counties only; and

WHEREAS, pursuant to Section 25.7 of the Agreement, Software Provider and the CUC desire to amend the terms of the Agreement to provide for the following, among other things: (a) the license grant to the CUC for the sole purpose of sublicensing the Licensed Property shall be limited to sublicensing the Licensed Property to the thirteen Participating Member Counties (defined in this Amendment); (b) the License Fee associated with such license shall be reduced to $10,757,500 and shall be due and payable as set forth in this Amendment; (c) the Term of the Agreement shall expire on December 31, 2009; and (d) the Participating Member Counties shall contract directly with Software Provider for maintenance and support services related to the Licensed Property, all as more particularly described herein; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. The following definitions hereby supersede and replace the definitions contained in the Agreement:

a. License Fee means $10,757,500 made payable in various payments pursuant to Section 4.1;

b. Participating Member Counties means: (i) Collin County, Texas; (ii) Fort Bend County, Texas; (iii) Gregg County, Texas; (iv) Tarrant County, Texas; (v) Denton County, Texas; (vi) Grayson County, Texas; (vii) Guadalupe County, Texas; (viii) Williamson County, Texas; (ix) Galveston County, Texas; (x) Hidalgo County, Texas; (xi) Nueces County, Texas; (xii) Cameron County, Texas; and (xiii) San Patricio County, Texas. No other Member County shall have the right to become a Participating Member County under the terms of the Agreement.

c. Price List means the license fees and maintenance fees associated with each Participating Member County as set forth in Schedule A to this Amendment.

d. Standard Maintenance Agreement means Software Provider's standard maintenance and support services agreement to be executed by Software Provider and each Participating Member County. Each Participating Member County shall have the option of purchasing "Tier 1 Support" or "Tier 2 Support", as defined in the Standard Maintenance Agreement.

e. Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

f. Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by Participating Member County technical staff.

g. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. Relationship with Participating Member Counties. The Agreement is hereby amended by deleting Section 2.4(b) in its entirety and replacing it with the following:

> "(b) Notwithstanding the foregoing, the Software Provider shall work directly with each Participating Member County, without CUC participation, for the day-to-day implementation of the Project for such Participating Member County, including, without limitation, the issuance of Authorization Orders, Authorization Confirmations, Change Orders, and Change Confirmations. In connection therewith, Software Provider shall invoice each Participating Member County directly for all fees incurred by Software Provider on behalf of such Participating Member County (including, without limitation, Local Modification Fees) in accordance with the respective Implementation Plan, which shall be paid in accordance with Section 4. Software Provider shall also provide each Participating Member County directly with all maintenance and support services under the terms of the Standard Maintenance Agreement, and the invoicing and payment of all related maintenance fees shall occur between Software Provider and each respective Participating Member County."

3. License Fee. The Agreement is hereby amended by deleting Section 4.1 in its entirety and replacing it with the following:

> "4.1 License Fee. The License Fee is $10,652,500. As of the Effective Date of this Amendment, the parties acknowledge and agree that the CUC has paid $_____ of the License Fee, which shall be allocated among the Participating Member Counties as set forth on Schedule B to this Amendment. The remaining License Fee shall be due and payable as follows:

Payment Date	Amount to be Paid
12/312009	$2,185,750

Software Provider shall invoice the CUC thirty (30) days prior to each Payment Date, which shall be paid in accordance with Section 4.4. With each License Fee payment, the CUC shall identify for Software Provider the license fee amounts attributable to each Participating Member County and to be credited against the Discounted County Price List for each Participating Member County in the event of a termination of this Agreement, which amounts shall, in the aggregate, equal the total amount of the License Fee paid by the CUC on each such Payment Date. In the event that the CUC timely pays the License Fee in full by December 31, 2009, Tyler shall remit to the CUC a one-time incentive bonus in the amount of $800,000. Upon the CUC's timely payment of the License Fee in full, the foregoing licenses shall become irrevocable as set forth in Section 3.2 of this Agreement. If the licenses are revoked by Software Provider because of the CUC's failure to timely pay the License Fee in full, each Participating Member County may reinstate its respective sublicense using the procedure set forth in Section 3.8 of this Agreement."

4. Invoice and Payment. Section 4.4 of the Agreement is hereby amended by deleting the following sentence in its entirety:

"Software Provider shall invoice the CUC for maintenance fees in accordance with the terms of the Standard Maintenance Agreement."

5. Implementation Services. The Agreement is hereby amended by adding the following sentence to the end of Section 5.4:

"Software Provider shall continue to deliver implementation and other services as set forth in any previously approved Implementation Plan, without regard to any expiration of the Term of this Agreement provided, however, that such continuation of delivery does not relieve any Participating Member County from its obligation to pay for software licenses and services as set forth in this Agreement. Software Provider's hourly service rates for implementation and other services included in any existing approved Implementation Plan shall be as set forth for the hours in such Implementation Plan. Software Provider's hourly service rates for implementation and other services quoted in a new Budget Proposal or Change Order to an existing implementation plan hereunder shall be according to Software Provider's then current published annual rates as set forth in Schedule C and as may be amended annually by Software Provider."

6. Maintenance and Support Agreement. The Agreement is hereby amended by deleting Section 11.1 in its entirety and replacing it with the following:

"11.1 Maintenance and Support Agreement. Each Participating Member County shall execute its own respective Standard Maintenance Agreement, which shall be between Software Provider and the Participating Member County. Such Standard Maintenance Agreement shall provide that the Maintenance and Support Fees shall remain fixed for a period of [3] years after the Effective Date of Participating Member County's Standard Maintenance Agreement previously executed with Software Provider and the CUC, after which time the fees may be adjusted to the level of the then current standard

Maintenance and Support Fees. At each Participating Member County's election, the Standard Maintenance Agreement shall provide either "Tier 1 Support" or "Tier 2 Support". Software Provider shall provide each respective Participating Member County with maintenance and support services for the Judicial Software in accordance with the terms of the executed Standard Maintenance Agreement, and the applicable maintenance fees shall be collected from Participating Member County as set forth below:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provide shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year."

7. Term. The Agreement is hereby amended by deleting Section 22.1 in its entirety and replacing it with the following:

"22.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2009; (b) each Participating

Member County reaches Operational Use; or (c) the Agreement is terminated as provided herein (the "Term")."

8. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement shall remain unchanged and in full force and effect. The Agreement and this Amendment constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

9. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

10. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.	TYLER TECHNOLOGIES, INC.
By: _____	By: _____
Name: Donald Lee	Name: _____
Title: Executive Director	Title: _____
Date: October 16, 2009	Date: _____, 2009

Hidalgo County

By: _____
Name: _____
Title: _____
Date: _____, 2009

Master Software License and Professional Services Agreement
Amendment No. 1

Schedule "A"
Price List

County	County Enterprise Pricing	Initial Case Type	Second Case Type	Support Init. Case Type	Support Second Case Type	Support Both Case Types
Tarrant (Note1)	2,000,000	1,387,500	612,500	194,250	87,500	250,000
Hidalgo	1,050,000	682,500	367,500	126,750	68,250	195,000
Collin	1,050,000	682,500	367,500	110,500	59,500	170,000
Denton	945,000	N/A	N/A	N/A	N/A	170,000
Fort Bend	875,000	568,750	306,250	91,000	49,000	140,000
Cameron	875,000	568,750	306,250	91,000	49,000	140,000
Nueces	875,000	568,750	306,250	91,000	49,000	140,000
Galveston	875,000	568,750	306,250	84,500	45,500	130,000
Williamson	700,000	568,750	306,250	91,000	49,000	140,000
Grayson	410,000	N/A	N/A	N/A	N/A	105,000
Gregg	630,000	409,500	220,500	68,250	36,750	105,000
Guadalupe	490,000	318,500	171,500	45,500	24,500	70,000
San Patricio	490,000	318,500	171,500	45,500	24,500	70,000

Note 1. Tarrant County's "Initial Case Type" License Fee reflects an increase of $250,000 and a proportional Annual Maintenance and Support Fee increase of $31,750. This "Initial Case Type" license covers all case types and case manager lines of business, except adult criminal, including the components the Law Enforcement RMS module necessary to perform and manage civil paper service.

Schedule "B"
Allocation of License Fees Paid by CUC as of Effective Date

County	Enterprise License Fee	License Fee Paid as of Effective Date	Remaining License Fee Payments Due
Tarrant	$1,387,500	$1,137,500	$250,000
Hidalgo	$1,050,000	$341,250	$708,750
Collin	$1,050,000	$1,050,000	$0
Denton	$945,000	$945,000	$0
Fort Bend	$875,000	$875,000	$0
Cameron	$875,000	$525,000	$350,000
Nueces	$875,000	$390,000	$485,000
Galveston	$875,000	$875,000	0
Williamson	$700,000	$700,000	$0
Grayson	$410,000	$410,000	$0
Gregg	$630,000	$630,000	$0
Guadalupe	$490,000	$294,000	$196,000
San Patricio	$490,000	$294,000	$196,000
Totals	**$10,652,500**	**$7,735,250**	**$2,185,750**

Master Software License and Professional Services Agreement
Amendment No. 1

Schedule "C"
2009 Implementation Services Hourly Rates

Project Management	$160.00 per hour
Technical Services	$149.00 per hour
Training Services	$138.00 per hour

TEXAS Conference of
Urban Counties

Payment Advisory

Date	
10/26/2009	

Bill To
Honorable Juan Salinas, III County Judge Hidalgo County P. O Box 1356 Edinburgh, TX 78540

Texas Conference of Urban Counties

500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
CIJS Court Administration License Fee	708,750.00

	Total	$708,750.00
	Balance Due	$708,750.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org

TEXAS *Conference of*
Urban Counties

Invoice

Date	Invoice #
12/3/2009	5565

Bill To
Honorable Rene Ramirez County Judge Hidalgo County P.O. Box 1356 Edinburg TX 78540

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
CIJS Court Administration License Fee - Phase I Hidalgo County P.O. # **Invoice Received By:** Edna Kirby On 12/4/09 **Goods/services Received By:** Edna Kirby On _____ **Acct.#** _____ **PO#** _____	341,250.00
	Total $341,250.00
	Balance Due $341,250.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org

TEXAS Conference of
Urban Counties

Invoice

Date	Invoice #
12/3/2009	5566

Bill To
Honorable Rene Ramirez County Judge Hidalgo County P.O. Box 1356 Edinburg TX 78540

Texas Conference of Urban Counties
500 W. 13th. St.
Austin, TX 78701

EIN# 74-3019904

Description	Amount
CIJS Court Administration License Fee - Phase II Hidalgo County P.O.	367,500.00

RECEIVED BY COUNTY AUDITOR
2009 DEC 7 PM 3 28

Invoice Received By:
Edna Ruiz On 12/3/09
Goods/services Received By:
Edna Ruiz On 12/3/09
Acct.# 9-1302-412-00-200-009-0-747
PO# 615654

Total	$367,500.00
Balance Due	$367,500.00

Phone #	Fax #	E-mail	Web Site
512/476-6174	512/476-5122	donlee@cuc.org	http://www.cuc.org

AI-18971 **19.A.5.**

Hidalgo County Fire Marshal's Office-Contract#C-07-340-07-03-Lease of Tower Space for Antenna & Cable for use of Repeater

CC REGULAR

Date: 12/15/2009
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Presentation of a recommendation by Tony Pena, Fire Marshal for approval by Commissioner's Court to request a "mutual" termination of agreement #C-07-340-07-03 with Tri-County Communications, inasmuch as the current contract will automatically renew on 01/01/10 for a two (2) year term.

BACKGROUND

Recommendation by HC Fire Marshal's Office
Contract document# C-07-340-07-03-Tri-County Communications, LTD

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-422-10-300-001-0-442/536
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available balance for obj. 442 "Equip & Vehicle Rentals" as of 12-11-09 $434.00
Available balance for obj. 536 "Two Way Radio" as of 12-11-09 $0.00

2010 approved budget for obj. 442 & 536 is $10,670.00 & $0.00, respectively. This agenda item has no budgetary impact since action is to request a "mutual" termination of agreement.

Attachments

Link: current contract document

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 11:17 AM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 11:36 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 03:18 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/11/2009 04:23 PM	APRV
5	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Letty Saenz Started On: 12/10/2009 04:21 PM

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

C-07-340-07-03

THIS AGREEMENT this day made and entered into by and between **Tri-County Communications, LTD**, a Texas Limited Liability Partnership, acting by and through its duly authorized officers, hereinafter called **"LESSOR"**, and **County of Hidalgo Fire Marshall's Office,** hereinafter called **"LESSEE"**;

WITNESSETH:

WHEREAS, LESSOR is the owner of a radio tower and building at a location described as being North Latitude **26° 15' 19"**, West Longitude **98° 09' 41"**, with physical address of 4505 Tres Hermanos, Edinburg, Texas, or hereafter called the Edinburg Tower; and

WHEREAS, LESSEE operates a private station, and is desirous of using an installed VHF Antenna and heliax cable at the 480' level on Lessor's said radio tower and building space for the use of its Motorola Repeater.

NOW, THEREFORE, LESSOR does by these presents, LEASE, LET AND DEMISE unto the LESSEE the right to use said radio tower and the installation and maintenance of Motorola Repeater and the right to use such building space at the base of said tower as may be reasonably necessary for the operation of equipment. No outside storage of any kind is permitted by this Agreement without prior written consent of LESSOR.

The parties agree here and covenant with each other as follows:

1. The initial term of this lease shall be **two and one half (2-1/2) years**, beginning July 1, 2007 and Lease shall terminate at midnight on the 31st of December, 2009.

The rent to be paid by LESSEE to LESSOR hereunder for such term is the sum of **Eighteen Thousand and no/100 Dollars ($18,000.00)**. Said rent shall be payable in annual installments of **Seven Thousand Two Hundred and no/100 Dollars ($7,200.00)** each payable in advance on or before the tenth day of the month. Rent shall be billed at month's ending and payment must be made by the tenth day of the current month. The first payment of $3,600.00 will be due on or before July 10, 2007 and covers the period of July 1, 2007 through December 31, 2007. The second payment of $7,200.00 will be due on or before January 10, 2008. The third and last payment of the initial term of $7,200.00 will be due on or before January 10, 2009.

This lease shall automatically renew for four (4) terms of two (2) years each unless either party gives written notice, at least ninety (90) days prior to expiration of the term or any renewal term, to the other that it wishes to terminate this lease. In the event of renewal as provided here in, the rent for each renewal term shall be due in advance on or before the 10th day of the month of said term.

Any rent increase will occur at time of renewal of lease. Such increase will be **5%** per year, commencing on the anniversary of the Commencement Date, and on each anniversary of the Commencement Date thereafter throughout the initial term of this Lease and any Renewal Term.

LESSOR shall furnish electric power required to operate the Lessee's equipment at said tower site, and such charge to be included in current rent. The LESSOR shall not be responsible for any power failure caused by the power company. The LESSOR shall not be responsible for the Lessee's equipment maintenance.

LESSEE shall pay the rent to LESSOR at 1421 E. Pike Blvd., Weslaco Texas 78596, annually in advance, as aforesaid, as the same shall fall due.

If the LESSEE shall fail to pay the rent or any installment thereof when due, the LESSOR may, by ten (10) days written notice to LESSEE, cancel and terminate this lease.

LESSEE shall have ten (10) days after LESSEE receives written notice to cure monetary defaults and thirty (30) days after LESSEE receives written notice to cure non-monetary defaults. In the event that it takes longer than thirty (30) days to comply with any term, provision or covenant of this lease other than a monetary term, and provided that LESSEE takes reasonable steps to cure such default, LESSOR shall provide LESSEE with additional time, as required to comply.

LESSEE shall have 24-hours-a-day, 7 days-a-week access to the premises at all times during the term of this Lease and any renewal term

2. If the leased premises shall be damaged by or as a result of fire, windstorm, or other casualty, the LESSOR shall make repairs to such leased premises (exclusive of antenna and property of LESSEE) with reasonable dispatch, due allowance to be made for any delay arising in connection with the adjustment of insurance loss or labor troubles. There shall be no abatement of rent, unless the damage is so extensive that the premises leased cannot be used while being repaired, in which event, rent or a proportionate part thereof shall abate until such time as said premises shall have been put in repair. In the event the leased property; either the tower or the building, is destroyed or so damaged that in the opinion of the LESSOR, it cannot be repaired within ninety (90) days after the loss, or if LESSOR shall decide to rebuild, or if the damage shall be caused under conditions not insured against by the LESSOR and the LESSOR shall decide not to repair the damage, then the LESSOR, at its option, may terminate this lease and the prepaid rent subsequent to the date of such damage shall be refunded to LESSEE and thereupon, the lease shall terminate.

3. This Lease shall run with the property, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

4. LESSEE agrees as a part of the consideration of this lease that he will forever hold harmless the LESSOR for any damage incurred to the property belonging to the LESSEE located upon the leased premises unless such damage caused by the LESSOR or LESSOR'S agents.

5. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following address:

If to LESSOR, to:
Tri-County Communications, LTD.
14221 E. Pike Blvd.
Weslaco, Texas 78596
Attn: Tony Brunnemann
Phone: (956) 447-8440

If to LESSEE, to:
County of Hidalgo Fire Marshall's Office
100 E. Cano, Suite #202
Edinburg, Texas 78539
Attn: Victor Fonseca, Fire Marshall
Phone: 956-318-2656

6. No representations, agreement, or promise has been made by the LESSOR, or any agent of the LESSOR, except as stated herein or in a written communication to the LESSEE signed by the LESSOR, and this lease may not be changed, varied, or extended except by instrument in writing signed by both parties hereto. It supersedes any and all prior agreements and understandings between the parties hereto with respect to the leased property and premises and the terms of this agreement.

7. This agreement shall be governed by the laws of the State of Texas, without giving effect to conflicts of law principles thereof. All covenants, agreements, representations, warranties and indemnities shall be binding upon, and inure to the benefit of the Parties and their respective successors and assigns.

IN TESTIMONY WHEREOF, witness our hands this, the _____ day of June, 2007

LESSOR: **Tri-County Communications, LTD.**

By: Tony Brunnemann

Title: General Manager

LESSEE: **County of Hidalgo**

BY: J. D. Salinas

Title: County Judge

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

ATTEST:

BY: ARTURO GUAJARDO, JR.

Title: County Clerk

TRI-COUNTY COMMUNICATIONS, LTD

1421 East Pike Blvd
Weslaco, Texas 78596
877-550-8440 Fax 956-447-0622
www.tri-countycom.com

EQUIPMENT AND COST PROPOSAL PREPARED FOR

Company	County of Hidalgo Fire Marshal's Office	**Date:**	6/24/2007
Address:	316 S. Ohi(100 E. Cano, suite #202	**TCC Rep**	Tony Brunnemann
City/St/Zip	Mercedes, Edinburg, Tx 78540	**Phone:**	956-318-2656
Attn:	Victor Fonseca, Fire Marshal	**Fax:**	956-318-2697

Qty	Description	Unit Price	Total
6	Lease of VHF frequency pair at the rate of $35.00 per month	$ 35.00	$ 210.00
	per frequency pair.		
	Lease is payable annually and automaticlly renews unless		$ -
	notified 90 days before expiration.		$ -
			$ -
6	Tower rent for antenna and heliax cable and building space	$ 600.00	$ 3,600.00
	for Fire marshall's repeater by the month		$ -
			$ -
1	One time charge for hookup to antenna system	$ 1,650.00	$ 1,650.00
			$ -
	The initial period for contracts runs from July 01,2007 through		$ -
	31-Dec-07		$ -
			$ -
			$ -
	RPTR TX 152.7100		$ -
	RPTR RX 157.9700		$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
	Subtotal:		$ 5,460.00
	Shipping Charges:		
	Total		**$ 5,460.00**

Payment Options:	**P.O. #**		
Accepted:		**Date:**	

This proposal contains confidential information intended for a specific individual and purpose and is protected by law. If you are not the intended recipient, please contact sender immediatelly at 877-550-8440and destroy all copies. You are hereby notified that any disclosure, copying, or distribution of this message is strictly prohibited.

AI-18961 **19.A.6.**

Property & Casualty Insurance-Premium Adjustment (Medical Malpractice)
CC REGULAR

Date:	12/15/2009
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Approval for a "Premium Rate Adjustment" to the Medical Malpractice Liability Coverage in the Property and Casualty Insurance Policies in the amount of **$14,152.78**, are result of the updating of the renewal application forms for the Hidalgo County Health Department, WIC Clinics and the County Jail.

BACKGROUND

Renewal/Extension for the Property and Casualty Insurance Polices previously approved by Commissioners Court on 11/03/09.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding will be through various departments in the 2010 budget.

Attachments

Link: Correspondence

Link: Invoice Documentation

Link: Previous Agenda Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 11:10 AM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 11:34 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	12/11/2009 03:17 PM	APRV
4	Ivan Cantu	Ivan Cantu	12/11/2009 03:35 PM	APRV
5	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Vangie Garcia — Started On: 12/10/2009 10:41 AM

Final Approval Date: 12/11/2009

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-919

Date: October 28, 2009

To: Evangelina Garcia – Hidalgo County Purchasing

From: Ramon Montalvo III, C.I.C.

Re: Renewal Information on various Property/Casualty Coverage effective 01/01/2010

Message:

I'm enclosing a coverage summary along with the projected renewal premiums and fees for the above referenced policies. The renewal figures are based on information (exposures/basis) as of 10/15/09. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposure for the professional liability.

The Travelers Insurance Company will continue with the Auto, General Liability, Law Enforcement, Management/Employment Practices Liability and crime coverage. The Federal Insurance Company (Chubb) and Landmark will renew the various property coverage. The Evanston and Certain Underwriters at Lloyds will renew Professional Liability coverage. All other insurance lines will also remain with the same insurance carriers. The Third Party Administrator, Management, and Loss Control Services will also remain the same and fees are included.

As you can see, the total projected premium including fees is slightly less than last year in spite of an increase in the number of autos to be insured and increased claim activity in the Management/Employment Practice lines.

We appreciate the opportunity to be of continued service to the county. The next step will be to secure various signatures on the applications and forms. We will provide evidence of renewal coverage no later than 12/04/09.

Independent Insurance Agents

ALL FORMS OF INSURANCE

Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

Evangelina Garcia

From: Evangelina Garcia [evangelina.garcia@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2009 5:07 PM
To: 'Martha Salazar'
Cc: 'Roy Quintanilha'; 'Darlene Betancourt'; 'Ramon Montalvo'; 'Ramon'; 'Oscar Garza'
Subject: RE: Medical Malpractice Premium 2010-2011

Importance: High

Marty, yes, the Medical Malpractice and the Underground Storage Tank Liability were new coverage's that Roy Quintanilha requested to be included in the RFP when it was initiated and when Mr. Montalvo submitted a letter of correspondence back on October that a premium adjustment would be made for any additional vehicles, equipment, increase in property values and increase in exposure for professional liability. Due to the updated information on the renewal applications, it now appears that an increase is due under the Medical Malpractice which on the Summary I placed on Commissioners Court back on 11/03/09 for approval in the amount of $79,300.00 and now with this new adjusted increase in the amount of an additional amount of $14,453.00 will require Commissioners Court approval. Please advise if I should proceed. Thank you.

-----Original Message-----
From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2009 4:31 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: 'Ramon'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: FW: Medical Malpractice Premium 2010-2011

Ms. Vangie:
Is this coverage part of the insurances we purchase under property and casualty? Was it ever part of the original procurement? Let me know.
Thanks,
Marty

-----Original Message-----
From: Roy Quintanilha [mailto:roy.quintanilha@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2009 3:01 PM
To: 'Ramon Montalvo'
Cc: martha.salazar@co.hidalgo.tx.us
Subject: RE: Medical Malpractice Premium 2010-2011

You need to get with Purchasing and fwd the information to either Vangie or Ms. Salazar so that it can be placed on the agenda for approval and authorization to issue payment.

Roy Quintanilha
Safety Director
Hidalgo Co. Safety Div.
2818 South Hwy 281
Edinburg, Texas 78540
(956) 318-2644
(956) 318-2658
-----Original Message-----
From: Ramon Montalvo [mailto:ramon@montalvoinsurance.com]
Sent: Tuesday, December 01, 2009 11:48 AM
To: roy.quintanilha@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, December 01, 2009 4:19 PM
To: evangelina.garcia@co.hidalgo.tx.us
Cc: 'Ramon'; 'Darlene Betancourt'; oscarg.garza@co.hidalgo.tx.us
Subject: FW: Medical Malpractice Premium 2010-2011
Attachments: Hidalgo County Renwal Info 2010-2011.pdf

-----Original Message-----
From: Ramon Montalvo [mailto:ramon@montalvoinsurance.com]
Sent: Tuesday, December 01, 2009 11:48 AM
To: roy.quintanilha@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject: FW: Medical Malpractice Premium 2010-2011

Roy, I was able to get the underwriter to come down to $14,500 on the increase in the Malpractice premium. Please advise what next step will be.
Ramon

-----Original Message-----
From: Ramon Montalvo
Sent: Friday, November 20, 2009 2:53 PM
To: 'roy.quintanilha@co.hidalgo.tx.us'
Cc: 'martha.salazar@co.hidalgo.tx.us'; 'valde.guerra@co.hidalgo.tx.us'
Subject: Medical Malpractice Premium 2010-2011

Roy, this is to follow our conversation this morning in regard to the above referenced. As mentioned, the underwriter had figured her renewal premium based on the renewal applications that were given to us. We provided the county with the premium projection they had figured for presentation to the court. Upon further review by the underwriter, she noticed that the basis for the premium (visits) had not in fact been updated. She asked us for the updated info (and we in turn asked that of the county).
The visits on the Health Clinic application was some 24% higher and the WIC was aabout 5% higher. The jail application reflelcted an increase of about 400% than they had estimated (since they never got visit info on the jail in the past).
I have been largely successful in getting their initial requote increase of some $70,000 to a figure of about $20,000 (in spite of the vast difference in actual basis). I am still trying to get this figure even lower but really don't think I can get much more. I'm attaching our renewal information that states on both the cover page and the invoice that a premium adjustment would be made for increase in exposure.

Please let me know what the next step would be. If needed , we can refund the entire amount of this coverage if the county choses to check the marketplace on this. I sincerely feel that the county is getting a pretty good deal with this minimal increase. Ramon

Invoice
12/10/2009

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Vangie Garcia**
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Type of Coverage: Medical Malpractice Liability	
Company: Evanston Insurance Company	
Term: 01/01/2010 – 01/01/2011	
Additional Premium Due/Exposure Increase:	**$ 14,152.78**
Premium Difference Due:	**$14,152.78**

Due to an increase in the risk exposure, an additional premium for coverage has generated (see attached detail).

Payment Due Upon Receipt

Thank you for your business!

AI-17799 **42.A.0.**

Renewal/Extension: Property & Casualty Insurance Policy

CC REGULAR

Date: 11/03/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Consideration and applicable action for Hidalgo County to exercise and utilize the final year renewal option as stated and reflected in the RFP including approval of detailed schedule of premium/fees attached hereto as 2010-2011 Coverage Summary for Property & Casualty Insurance Policies in the total amount of **$1,572,569.00** effective January 1, 2010 with authority for County Judge, Court Member or Commissioners' Court Executive Officer to sign any applicable documentation.

BACKGROUND

The 2010-2011 Schedule Premium/Fees reflects an amount of $11,646.00 **less** than the 2009-2010 Schedule Premiums/Fees. Please see attached information for comparison.

Renewal effective date will commence as of January 1, 2010 with termination date of January 1, 2011.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Funding will be through various departments in the 2010 budget.

Attachments

Link: 2009-2010 Summary Coverage and Invoice
Link: 2010-2011 Summary Coverage and Invoice
Link: Letter From Montalvo Insurance
Link: Comparison Chart

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	09/30/2009 04:44 PM	CREATED
1	Purchasing Department	Marty Salazar	10/29/2009 09:25 AM	APRV
2	Budget & Management	Erika Zamora	10/29/2009 12:25 PM	APRV
3	Rosalinda Cantu			PEND

4 Auditor's Office

Form Started By: Vangie Garcia Started On: 09/30/2009 04:44 PM

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Invoice

10/28/09

To: Vangie Garcia
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Term: 01/01/2010 – 01/01/2011		
Type of Coverage	**Insurance Carrier**	**Premium/Fees**
Property/Boiler Machinery	Chubb – Federal Insurance	$368,980.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$ 98,681.00
Differences in Conditions	Ace American Insurance	$12,325.00
Kidnap/Extortion	Ace American Insurance	$3,832.00
General Liability	Travelers Insurance	$175,911.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$374.00
Management Liability	Travelers Insurance	$18,931.00
Employment Practices Liability	Travelers Insurance	$156,699.00
Law Enforcement Liability	Travelers Insurance	$260,446.00
Automobile Liability	Travelers Insurance	$255,385.00
Automobile Physical Damage	Travelers Insurance	$61,386.00
Crime	Travelers Insurance	$8,062.00
Medical Malpractice Liability	Evanston Insurance	$79,300.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	$8,617.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	$6,475.00
Pollution Liability	Illinois Union	$3,590.00
Automobile – Mexico	Grupo Nacional Provincial	$4,625.00
Third Party Administration	TriStar	$48,950.00
TOTAL PREMIUM/FEES		**$1,572,569.00**

The premium/fees for the renewal policy term have been determined upon policy changes that took place through 10/15/09. A premium adjustment will be made for any additional vehicles, equipment, increase in property values and increase in exposures for the professional liability coverage.

Note: Contemplation of the elimination of a specific coverage item may require underwriting approval and the pricing may differ.

Independent Insurance Agents

ALL FORMS OF INSURANCE

Trusted Choice™

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

Hidalgo County
Coverage Summary
2010-2011

Type of Coverage	Insurance Carrier	Limit	Premiums Fees
Property Boiler & Machinery	Chubb – Federal Ins	**Blanket Building** $170,632,996 **Blanket Contents** $27,357,912 **Contractors Equipment** 16,300.00 **EDP** $5,200,000	$368,980.00 Included
Wind/Hail Deductible Buyback	Landmark America	**Reduces Windstorm Deductible Amount**	$98,681.00
Differences in Conditions International Coverage	Ace American Ins	**Each Occurrence** $1,00,000	$12,325.00
Kidnap & Extortion	Ace American Ins	**Each Loss** $2,000,000	$3,832.00
General Liability	Travelers	**Occurrence/Aggregate** $1,000,000/$2,000,000	$175,911.00
Employee Benefits Plan Administration Liability	Travelers	**Each Wrongful Act/Aggregate** $1,000,000/$3,000,000	$374.00
Management Liability	Travelers	**Each Wrongful Act** $2,000,000	$18,931.00
Employment Practices Liability	Travelers	**Each Wrongful Act** $2,000,000	$156,699.00
Law Enforcement Liability	Travelers	**Each Wrongful Act** $1,000,000	$260,446.00
Automobile Liability	Travelers	**Liability Limit** $1,000,000 **Total Units: 1,194**	$255,385.00
Auto Physical Damage Comprehensive Collision	Travelers	**Physical Damage Deductible Scheduled Vehicles Only** $10,000 $10,000	$61,386.00
Crime	Travelers	**Limit** $500,000	$8,062.00
Medical Malpractice Liability	Evanston Ins Co	**Each Claim/Aggregate** $1,000,000/$3,000,000	$79,300.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	Each Claim/Aggregate $700,000/$700,000	$8,617.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	**Each Claim/Aggregate** $500,000/$500,000	$6,475.00
Pollution Liability	Illinois Union	**Occurrence/Aggregate** $2,000,000/$4,000,000	$3,590.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	**Liability** $300,000CSL **Physical Damage Deductible** $500/$1000	$4,625.00
Third Party Admin	TriStar	N/A	$48,950.00

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596

Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9198

INVOICE

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

11/13/08

To: Vangie Garcia
Hidalgo County
PO Box 1356
Edinburg, TX 78540

Term: 01/01/2009 – 01/01/2010

Type of Coverage	Insurance Carrier	Premium
Property/Boiler Machinery	Chubb – Federal Insurance	$364,684.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$ 99,915.00
Differences in Conditions	Ace American Insurance	$11,975.00
Kidnap/Extortion	Ace American Insurance	$3,650.00
General Liability	Travelers Insurance	$179,993.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$372.00
Management Liability	Travelers Insurance	$19,325.00
Employment Practices Liability	Travelers Insurance	$160,302.00
Law Enforcement Liability	Travelers Insurance	$266,484.00
Automobile Liability	Travelers Insurance	$261,310.00
Automobile Physical Damage	Travelers Insurance	$62,796.00
Crime	Travelers Insurance	$8,381.00
Medical Malpractice Liability	Evanston Insurance	$77,589.00
Errors/Omissions District Clerk	Certain Underwriters @ Lloyds	$8,517.00
Errors/Omissions County Clerk	Certain Underwriters @ Lloyds	$6,372.00
Pollution Liability	Illinois Union	$3,375.00
Automobile – Mexico	Grupo Nacional Provincial	$3,500.00
Third Party Administration	TriStar	$45,675.00
TOTAL PREMIUM		**$1,584,215.00**

The premium for the renewal policy term has been determined upon policy changes that took place through 09/01/08 and does not include any amendments after 09/01/08 for additional property, autos, etc. An endorsement will be processed and the appropriate additional premium will be charged for changes requested after 09/01/08.

Payment due upon receipt.

Thank you for your business!

Independent Insurance Agent

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Trusted Choice

208 SOUTH TEXAS BOULEVARD • WESLACO, TEXAS 78596
Home Page www.montalvoinsurance.com • Email: ramon@montalvoinsurance.com

MONTALVO INSURANCE AGENCY

TEL. (956) 968-5521 • FAX (956) 969-9

Hidalgo County
Coverage Summary
2009-2010

Type of Coverage	Insurance Carrier	Limit	Premiums Fees
Property Boiler & Machinery	Chubb – Federal Ins	**Blanket Building** $169,073,297 **Blanket Contents** $26,403,910 **Contractors Equipment** 11,100,004 **EDP** $5,200,000	$364,684.00 Included
Deductible Buyback	Landmark America	**Reduces Windstorm Deductible Amount**	$99,915.00
International Coverage	Ace American Ins	**Each Occurrence** $1,00,000	$11,975.00
Kidnap & Extortion	Ace American Ins	**Each Loss** $2,000,000	$3,650.00
General Liability	Travelers	**Occurrence/Aggregate** $1,000,000/$2,000,000	$958,963.00
Employee Benefits	Travelers	**Each Wrongful Act/Aggregate** $1,000,000/$3,000,000	Included
Auto Liability	Travelers	**Liability Limit** $1,000,000 **Total Units: 1,063**	Included
Auto Comprehensive Collision	Travelers	**Physical Damage Deductible** **Scheduled Vehicles Only** $10,000 $10,000	Included
Law Enforcement Liability	Travelers	**Each Wrongful Act** $1,000,000	Included
Management Liability	Travelers	**Each Wrongful Act** $2,000,000	Included
Employment Practices Liability	Travelers	**Each Wrongful Act** $2,000,000	Included
Crime	Travelers	**Limit** $500,000	Included
Medical Malpractice Liability	Evanston Ins Co	**Each Claim/Aggregate** $1,000,000/$3,000,000	$77,589.00
Errors & Omissions District Clerk	Certain Underwriters Lloyds	Each Claim/Aggregate $700,000/$700,000	$8,517.00
Errors & Omissions County Clerk	Certain Underwriters Lloyds	**Each Claim/Aggregate** $500,000/$500,000	$6,372.00
Pollution Liability	Illinois Union	**Occurrence/Aggregate** $2,000,000/$4,000,000	$3,375.00
Mexico Auto Liability Theft, Vandalism, Fire & Natural Phenomena Collision Overturn & Glass	Grupo Nacional Provincial	**Liability** $300,000CSL **Physical Damage Deductible** $500/$1000	$3,500.00
Third Party Admin	TriStar	N/A	$45,675.00

HIDALGO COUNTY PROPERTY & CASUALTY INSURANCE				Price Difference + -
2009-2010 Coverage Summary			2010-2011 Coverage Summary	
Type Of Coverage		**Premium/Fees**	**Premium/Fees**	
Property/Boiler Machinery	Chubb-Federal Insurance	$364,684.00	$368,980.00	+ $4296.00
Wind/Hail Deductible Buy Back	Landmark America Insurance	$99,915.00	$98,681.00	- $1234.00
Differences In Conditions	Ace American Insurance	$11,975.00	$12,325.00	+ $350.00
Kidnap/Extortion	Ace American Insurance	$3,650.00	$3,832.00	+ $182.00
General Liability	Travelers Insurance	$179,993.00	$175,911.00	- $4082.00
Employee Benefits Plan Administrative Liability	Travelers Insurance	$372.00	$374.00	+ $2.00
Management Liability	Travelers Insurance	$19,325.00	$18,931.00	+ $394.00
Employment Practices Liability	Travelers Insurance	$160,302.00	$156,699.00	- $3603.00
Law Enforcement Liability	Travelers Insurance	$266,484.00	$260,446.00	- $6038.00
Automobile Liability	Travelers Insurance	$261,310.00	$255,385.00	- $5925.00
Automobile Physical Damage	Travelers Insurance	$62,796.00	$61,386.00	- $1410.00
Crime	Travelers Insurance	$8,381.00	$8,062.00	- $319.00
Medical Malpractice Liability	Evanston Insurance	$77,589.00	$79,300.00	+ $1711.00
Errors/Omissions District Clerk	Certain Underwriters @Lloyds	$8,517.00	$8,617.00	+ $100.00
Errors/Omissions County Clerk	Certain Underwriters @Lloyds	$6,372.00	$6,475.00	+ $103.00
Pollution Liability	Illinois Union	$3,375.00	$3,590.00	- $215.00
Automobile-Mexico	Grupo Nacional Provincial	$3,500.00	$4,625.00	+ $1125.00
Third Party Administration	TriStar	$44,675.00	$48,950.00	+ $3275.00
TOTAL PREMIUM		**$1,584,215.00**	**$1,572,569.00**	$11,646.00
HIDALGO COUNTY'S PREMIUM/FEE SUMMARY FOR RENEWAL YEAR OF 2010-2011 IS LESS IN THE AMOUNT OF $11,646.00.				

AI-18975 **19.A.7.**

BCAP - Pct 3- Round III - Road & Drainage Construction for Hilda Subdivision No 2 Award Recommendation

CC REGULAR

Date:	12/15/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Presentation for discussion, consideration, and action on a recommendation by project engineer Javier Hinojosa Engineering to award to the lowest bidder meeting all specifications: Valley Paving, Inc. in the amount of $100,200.10 for Bid No. CAP-09-465-11-25-YSI “Road & Drainage Construction for Hilda Subdivision No 2".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1312-431-00-123-324-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached expense report as of 12-11-09 for funding availability in relation to Pct. 3 Hilda #2 Subdivision

Attachments

Link: c breakdown hilda2

Link: ltr to tx dot req con

Link: eng recomn hilda2

Link: b tab sht hilda2

Link: Hilda #2 S/D Expense Report as of 12-11-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 01:52 PM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 02:05 PM	APRV
3	Ivan Cantu	Ivan Cantu	12/11/2009 03:44 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Yvette Islas — Started On: 12/11/2009 11:01 AM

Final Approval Date: 12/11/2009

Hilda #2 Subdivision
CSJ: 3C1080324
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
100	Preparing ROW	12.82	STA	$505.00	$6,474.10
247	Flex Base (RD DEL) TY "E" GR4	4160	CY	$5.50	$22,880.00
251	Rewrk Base Mtrl (DC)(TY "D") (8")	4160	SY	$2.00	$8,320.00
310	Prime Coat (MC-30)	831	GAL	$3.75	$3,116.25
340	Asph Conc ACP Surface (TY "D") (1.5")	3574	SY	$5.75	$20,550.50
502	Barricades, Signs and Traffic Handling	3	LS	$150.00	$450.00
530	Turnouts (Asphalt, Concrete, Pavement) (PBS-2)	60	SY	$12.50	$750.00
560	Mailboxes	500	LS	$1.85	$925.00
5249	Temporary Sediment Control Fence (Install)	500	LF	$0.50	$250.00
5249	Temporary Sediment Control Fence (Remove)	1	LF	$1,500.00	$1,500.00
	SubTotal Base Bid →				**$65,215.85**
	DRAINAGE				
530	Driveways (Asphalt, Concrete, Pavement)	679	SY	$12.75	$8,657.25
530	Driveways (Concrete)	166	SY	$42.00	$6,972.00
556	15" ADS Corrugate Pipe	1050	LF	$14.00	$14,700.00
556	18" ADS Culvert Pipe	140	LF	$18.25	$2,555.00
556	Safety End Treatment	4	EA	$525.00	$2,100.00
	SubTotal Drainage →				**$34,984.25**
	GrandTotal Roadwork Base Bid and Drainage →				**$100,200.10**

Roadwork Allocation:	$ 84,173.06
Possible 25% Transfer In Other Projects:	$ -
Contingency Transfer In:	$ -
Total Allocation, 25% Transfer and Contingency Transfer	$ 84,173.06
Low Base Bid Roadwork	$65,215.85
Overrun/Underrun	$18,957.21

Drainage Allocation:	$ 62,020.00
Transfer In: Other Projects	$ -
Total Allocation and Transfer	$62,020.00
Drainage Cost:	$34,984.25
Overrun/Underrun	$27,035.75

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

10 December 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-465-11-25-YSI - 3rd Call Project; Hilda Subdivision No.2 (CSJ: 3C1080324)

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

Javier Hinojosa Engineering has reviewed bids and tabulations and is recommending Valley Paving Inc. of Mission, Texas as the low bidder for the above-referenced project. The amount budgeted for Hilda Subdivision No. 2 is $62.020.00 for drainage work and $120,000.00 for road work for a grand total of $182,020.00. Based on the low bid amounts, the County anticipates an under run for both roadwork and drainage.

The award will be to the low bidder Valley Paving, Inc. with a low bid amount of $100,200.10 for Hilda Subdivision No.3. The bids received were as follows:

Contractor	Read Total	Correct Total
OG Construction	$131,580.00	$133,080.00
Asago Construction	$128,498.00	$128,498.00
Valley Paving, Inc.	$100,200.10	$100,200.10

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Contractor	Read Total	Correct Total
JM Construction	$146,152.00	$146,152.00
M Construction	$116,039.00	$116,039.00

Commissioner Jose M. Flores concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Jose M. Flores, Hidalgo County Precinct 3 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Domingo Villarreal, Chief Administrator Precinct 3 (email)
Norma Ceballos, Executive Assistant, Precinct 3 (email)
Katia Garcia, HCCAP Auditor (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

JAVIER HINOJOSA ENGINEERING/Consulting Engineers

416 E. Dove Avenue • McAllen, Texas 78504
Tel: (956) 668-1588 • Fax: (956) 994-8102
javhin@rgv.rr.com

November 30, 2009

Commissioner Joe M. Flores
Hidalgo County Precinct 3
724 N. Breyfogle
Mission, Texas 78572

Re: Colonia Access Program Round III
Bid No. CAP-09-465-11-25-YSI
Hilda Subdivision No. 2

Dear Commissioner Flores,

Bids were received and opened for the Colonia Access Program Bid No. CAP-09-465-11-25-YSI Hilda Subdivision No. 2 on November 25, 2009. A total of five bids were received with Valley Paving, Inc. being the low bidder with a total base bid of $100,200.10. Attached is a copy of the bid tabulation for your review. This project involves the reconstruction of Paris Street and Hilda Street within Hilda Subdivision No. 2. Valley Paving, Inc. is a reputable firm who has constructed several projects within Hidalgo County. We recommend award of the contract to Valley Paving, Inc. in the amount of $100,200.10.

If you have any questions or require further information, please feel free to contact me at your convenience.

Sincerely,

JAVIER HINOJOSA ENGINEERING

Javier Hinojosa, P.E.

cc: Mr. Agapito Vargas, Director, Colonia Access Program

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 3 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: November 25, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: : "ROAD & DRAINAGE CONSTRUCTION FOR HILDA # 2 SUBDIVISION"

BID NO: CAP-2009-465-11-25-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Asago Counstruction	$128,498.00	Bid Bond Included
2.	JM Construction	$146,152.00	Bid Bond Included
3.	M Construction	$116,039.00	Bid Bond Included
4.	Valley Paving, Inc.	$100,200.10	Bid Bond Included
5.	O. G. Construction Co. LLC	$131,580.00 read amount $133,080.00 correct amount	Bid Bond Included
6.			
7.			
8.			
9.			
10.			

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							
9-1312-431-00-123-324-0-312	HILDA SUBDIVISION #2-INDIRECT COST	.00	4,776.61	.00	564.34	4,212.27	11.81
9-1312-431-00-123-324-0-334	HILDA SUBDIVISION #2-ENG & ARCH SRV	.00	8,041.66	4,503.33	3,538.33	.00	100.00
9-1312-431-00-123-324-0-339	HILDA SUBDIVISION #2-OTHER PROFESSNL SRV	.00	5,117.42	4,608.21	509.21	.00	100.00
9-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	.00	84,176.06	.00	.00	84,176.06	.00
9-1312-431-00-123-324-0-733	HILDA SUBDIVISION #2-DRAINAGE DITCHES	.00	62,020.00	.00	.00	62,020.00	.00
9-1312-431-00-123-324-0-899	HILDA SUBDIVISION #2-CONTINGENCY	.00	9,823.20	.00	.00	9,823.20	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**173,954.95**	**9,111.54**	**4,611.88**	**160,231.53**	**7.89**
9 YEAR 9		**.00**	**173,954.95**	**9,111.54**	**4,611.88**	**160,231.53**	**7.89**

AI-18940 **19.A.8.**

Paving Improv Crub-Gutter-Sidewalks-Green Areas at 201-217 N. Closner, Edg, TX -Final Pymt Appl + Proj Completion + Retainage

CC REGULAR

Date:	12/15/2009
Submitted By:	Moises Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance & approval of the following:
a. Certificate of Project Completion reflecting 09-30-09 (final inspection);

b. Request for Final Payment in the amount of $28,486.23; and,

c. Request for Retainage Release in the amount of $5,562.35

from Jimmy Closner & Sons Construction, Co., Inc. (contracted vendor) for "Hidalgo County -Paving Improvements (Crub-Gutter-Sidewalks-Green Areas) at 201-217 N. Closner, Edinburg, TX" and as certified for payment by project engineer, Quintanilla, Headley & Associates, Inc., after review and processing procedures completed by County Auditor with authority for County Treasurer to issue payment/check (C-08-111A-10-14).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1336-206-00-000-004-0-000
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT: RETAINAGE ACCOUNT	
FISCAL YEAR: 2009	ACCT. #: 9-1336-419-40-220-028-0-739
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:
BUDGETARY IMPACT: PO No 614188	

Attachments

Link: AGENDA BKP

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 11:04 AM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 11:33 AM	APRV
3	Olga Garza	Olga Garza	12/11/2009 02:38 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Moises Salazar

Started On: 12/09/2009 03:33 PM

Final Approval Date: 12/11/2009

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 30th DAY OF September, 2009 A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: October 14, 2008
OWNER: Hidalgo County Precinct 4
CONSTRUCTION CONTRACTOR: Jimmy Closner & Sons Construction, Co., Inc.
OF THE CITY OF Mercedes STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF Paving Improvements (Curb-Gutter-Sidewalk-Green Area) AT 210-217 N. Closner, Edinburg, TX

CONTRACT NO: C-08-111A-10-14
Located in or near the City/Precinct of Edinburg, TX and Precinct 4

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: N/A

2. That the sum of $5,312.75, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$106,255.00
Present Amount of Contract	$106,255.00
Total Amount of earned to Date	$106,255.00
Less: previous payments	$100,942.25
Balance	$ 5,312.75
Authorized deductions	0
AMOUNT OF FINAL PAYMENT	$ 5,312.75

6. That the final payment in the amount of $5,312.75 is now due and payable.

Engineer's Signature

CONCURRED BY:

Jimmy Closner & Sons Construction Co., Inc.
Contractor's Name

By: _____

Title: Vice-President

CONCURRED BY:

City/Precinct

By: _____

Title: _____

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
P. O. BOX 170
MERCEDES, TX 78570

September 10, 2009
FROM: July 25, 2009
TO: September 24, 2009
Retainage

PAVING IMPROVEMENTS

ITEM #	DESCRIPTION	QTY	UNIT	Bid UNIT PRICE	Bid TOTAL	UNIT PRICE	TOTAL	Quantity to Date	Total Cost
	I. Water Distribution System (City of Edinburg)								
1	Remove Exist Fire Hydrant	1	EA	$ 850.00	$ 850.00	$ 850.00	$ 850.00	1	$ 850.00
2	8" X 6" M. J. Tee	1	EA	$ 450.00	$ 450.00	$ 450.00	$ 450.00	1	$ 450.00
3	6" Valve and Box	1	EA	$ 775.00	$ 775.00	$ 775.00	$ 775.00	1	$ 775.00
4	Fire Hydrant w/ 40.0 L.F.of 6" DR-18	1	EA	$ 4,280.00	$ 4,280.00	$ 4,280.00	$ 4,280.00	1	$ 4,280.00
	I. Total Water Distribution System (City of Edinburg)				$ 6,355.00		$ 6,355.00		
	II.Drainage Improvements								
1	12" R.C.P.	52	LF	$ 35.00	$ 1,820.00	$ 35.00	$ 1,820.00	52	$ 1,820.00
2	8" P.V.C.	20	LF	$ 28.00	$ 560.00	$ 28.00	$ 560.00	20	$ 560.00
3	Tie Into Exist TxDot Inlet	1	EA	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	1	$ 2,400.00
4	Swale Areas Excavation	200	CY	$ 6.50	$ 1,300.00	$ 6.50	$ 1,300.00	200	$ 1,300.00
5	Erosion Control	1	LS	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	1	$ 2,500.00
6	Cut & Repair Asphalt	30	LF	$ 26.00	$ 780.00	$ 26.00	$ 780.00	30	$ 780.00
7	Concrete Headwalls	3	EA	$ 825.00	$ 2,475.00	$ 825.00	$ 2,475.00	3	$ 2,475.00
8	Remove & Dispose of Exist C&G, Concrete, trees and Power poles along Closner Blvd., McIntyre St.& Kuhn and within Parking lot	1	LS	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	1	$ 18,000.00
	II. Total Drainage Improvements				$ 29,835.00		$ 29,835.00		
	III. Paving Improvements								
1	18" Curb & Gutter	1,300	LF	$ 12.50	$ 16,250.00	$ 12.50	$ 16,250.00	1,300	$ 16,250.00
2	5' Sidewalk	530	LF	$ 22.50	$ 11,925.00	$ 22.50	$ 11,925.00	530	$ 11,925.00
3	6.0' Valley Gutter	200	LF	$ 38.00	$ 7,600.00	$ 38.00	$ 7,600.00	200	$ 7,600.00
4	TxDOT H.C. Ramps	2	EA	$ 1,520.00	$ 3,040.00	$ 1,520.00	$ 3,040.00	2	$ 3,040.00
5	H.C. Ramps	6	EA	$ 1,250.00	$ 7,500.00	$ 1,250.00	$ 7,500.00	6	$ 7,500.00
6	2.0' X 4.0' Concrete Spillways	5	EA	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00	5	$ 1,250.00
7	Traffic Control	1	LS	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	1	$ 4,500.00
	III. Total Paving Improvements				$ 52,065.00		$ 52,065.00		
	IV. Landspcaping & Irrigation Improvements								
1	Landscaping & Irrigation (As per plans)	1	LS	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	1	$ 18,000.00
	IV. Total Landscaping & Irrigation Improvements				$ 18,000.00		$ 18,000.00		
	Total Bid				$ 106,255.00		$ 106,255.00		$ 106,255.00

Contract Amount	$ 106,255.00
Change Orders	$ -
Adjusted Contract Amount	$ 106,255.00
Completed to Date	$ 106,255.00
Less 5% Retainage	
Less Previous Pymt	$ 100,942.25
Total Due this Invoice	$ 5,312.75

Jimmy Closner & Sons Construction Co.

Checked & Approved By:

Eulalio Ramirez, P.E.
Project Manager
Date: 12-4-09

JIMMY CLOSNER & SONS CONSTRUCTION CO., INC.
P. O. BOX 170
MERCEDES, TX 78570

September 10, 2009
FROM: July 25, 2009
TO: September 24, 2009
APPLICATION 2

PAVING IMPROVEMENTS

ITEM #	DESCRIPTION	QTY	UNIT	Bid UNIT PRICE	Bid TOTAL	UNIT PRICE	TOTAL	Quantity to Date	Total Cost
	I. Water Distribution System (City of Edinburg)								
1	Remove Exist Fire Hydrant	1	EA	$ 850.00	$ 850.00	$ 850.00	$ 850.00	1	$ 850.00
2	8" X 6" M. J. Tee	1	EA	$ 450.00	$ 450.00	$ 450.00	$ 450.00	1	$ 450.00
3	6" Valve and Box	1	EA	$ 775.00	$ 775.00	$ 775.00	$ 775.00	1	$ 775.00
4	Fire Hydrant w/ 40.0 L.F.of 6" DR-18	1	EA	$ 4,280.00	$ 4,280.00	$ 4,280.00	$ 4,280.00	1	$ 4,280.00
	I. Total Water Distribution System (City of Edinburg)				$ 6,355.00		$ 6,355.00		
	II.Drainage Improvements								
1	12" R.C.P.	52	LF	$ 35.00	$ 1,820.00	$ 35.00	$ 1,820.00	52	$ 1,820.00
2	8" P.V.C.	20	LF	$ 28.00	$ 560.00	$ 28.00	$ 560.00	20	$ 560.00
3	Tie Into Exist TxDot Inlet	1	EA	$ 2,400.00	$ 2,400.00	$ 2,400.00	$ 2,400.00	1	$ 2,400.00
4	Swale Areas Excavation	200	CY	$ 6.50	$ 1,300.00	$ 6.50	$ 1,300.00	200	$ 1,300.00
5	Erosion Control	1	LS	$ 2,500.00	$ 2,500.00	$ 2,500.00	$ 2,500.00	1	$ 2,500.00
6	Cut & Repair Asphalt	30	LF	$ 26.00	$ 780.00	$ 26.00	$ 780.00	30	$ 780.00
7	Concrete Headwalls	3	EA	$ 825.00	$ 2,475.00	$ 825.00	$ 2,475.00	3	$ 2,475.00
8	Remove & Dispose of Exist C&G, Concrete, trees and Power poles along Closner Blvd., McIntyre St.& Kuhn and within Parking lot	1	LS	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	1	$ 18,000.00
	II. Total Drainage Improvements				$ 29,835.00		$ 29,835.00		
	III. Paving Improvements								
1	18" Curb & Gutter	1,300	LF	$ 12.50	$ 16,250.00	$ 12.50	$ 16,250.00	1,300	$ 16,250.00
2	5' Sidewalk	530	LF	$ 22.50	$ 11,925.00	$ 22.50	$ 11,925.00	530	$ 11,925.00
3	6.0' Valley Gutter	200	LF	$ 38.00	$ 7,600.00	$ 38.00	$ 7,600.00	200	$ 7,600.00
4	TxDOT H.C. Ramps	2	EA	$ 1,520.00	$ 3,040.00	$ 1,520.00	$ 3,040.00	2	$ 3,040.00
5	H.C. Ramps	6	EA	$ 1,250.00	$ 7,500.00	$ 1,250.00	$ 7,500.00	6	$ 7,500.00
6	2.0' X 4.0' Concrete Spillways	5	EA	$ 250.00	$ 1,250.00	$ 250.00	$ 1,250.00	5	$ 1,250.00
7	Traffic Control	1	LS	$ 4,500.00	$ 4,500.00	$ 4,500.00	$ 4,500.00	1	$ 4,500.00
	III. Total Paving Improvements				$ 52,065.00		$ 52,065.00		
	IV. Landspcaping & Irrigation Improvements								
1	Landscaping & Irrigation (As per plans)	1	LS	$ 18,000.00	$ 18,000.00	$ 18,000.00	$ 18,000.00	1	$ 18,000.00
	IV. Total Landscaping & Irrigation Improvements				$ 18,000.00		$ 18,000.00		
	Total Bid				$ 106,255.00		$ 106,255.00		$ 106,255.00

Contract Amount	$ 106,255.00
Change Orders	$ -
Adjusted Contract Amount	$ 106,255.00
Completed to Date	$ 106,255.00
Less 5% Retainage	$ 5,312.75
Less Previous Pymt	$ 72,456.02
Total Due this Invoice	$ 28,486.23

Jimmy Closner & Sons Construction Co.

Checked & Approved By:

Eulalio Ramirez, P.E.
Project Manager
Date: 12-2-09

Municipal Projects
- Subdivisions
- Surveys

Quintanilla, Headley and Associates, Inc.
Consulting Engineers • Land Surveyors
124 E. Stubbs, Edinburg, Texas 78539 Phone: (956) 381-6480 Fax: (956) 381-0527

Alfonso Quintanilia, P.E..,R.P.L.S.
Eulalio Ramirez, P.E.

December 3, 2009

County Hidalgo Purchasing Department
Moises Salazar, Buyer II
2802 South Hwy. 281
Edinburg, Texas 78539

Re: Hidalgo County Paving Improvements-Bid No. 2008-111A-08-27-MSS

Dear Mr. Salazar:

Yesterday I sent you two invoices for payment and a certificate of construction completion on the subject project. One was for $28,486.23 and the second was for the retainage in the amount of $5,312.75. I am recommending approval of the two invoices as submitted.

In addition, I had previously submitted two invoices on this same project. One was for the amount of $33,228.63 and the second for the retainage in the amount of $5,562.35. Along with those invoices I had also submitted a certificate of construction completion. Please disregard those invoices and the certificate of completion due to the fact that the numbers have changed. I would really appreciate it if you could void those or return them to me.

Should you have any questions or require additional information, please let me know. Thank You.

Respectfully,

Eulalio Ramirez, P.E.
Project Engineer

COPY

Cc: Alfonso Quintanilla, P.E., QHA

AI-18914 **19.A.9.**

BCAP - Pct 1- Round III - Road & Drainage Construction for High Point Subdivision Award Recommendation

CC REGULAR

Date:	12/15/2009
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Recommendation by project engineer TEDSI Infrastructure Group to award to the lowest bidder meeting all specifications: Total Commitment, LLC in the amount of $58,460.50 for Bid No. CAP-09-382-09-23-YSI “Road & Drainage Construction for High Point Subdivision.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009	ACCT. #: 9-1312-431-00-121-319-0-XXX
FUNDS AVAILABLE Y/N?: Y	MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Please refer to attached expense report for High Point S/D, program #319, for funding availability as of 12-10-09.

Attachments

Link: to txdot req conc h point 18914

Link: c bdown h point 18914

Link: b tab sheet 18914

Link: eng recomend 18914

Link: High Point S/D expense report as of 12-10-09

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/10/2009 09:12 AM	APRV
2	Budget & Management	Erika Zamora	12/10/2009 09:17 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/10/2009 02:25 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Yvette Islas — Started On: 12/08/2009 03:51 PM

Final Approval Date: 12/11/2009

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

7 December 2009

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-382-09-23-YSI - 3rd Call Project; High Point Subdivision (CSJ: 3C1080319)

Dear Sharon:

Attached please find information regarding the award of the above-referenced 3rd Call Colonias Project for road construction and drainage.

Please be advised that the County will proceed to award the bid based on the following:

1). Engineers Recommendation
2) Bidder meets all County requirements
3) Bid is the lowest of bids received
4) Cost Breakdown

TEDSI Infrastructure Group has reviewed bids and tabulations and is recommending Total Commitment, LLC of Mission, Texas as the low bidder for the above-referenced project. The amount budgeted for High Point is $0.00 for drainage work and $121,186.80 for road work for a grand total of $121,186.80. Based on the low bid amounts, the County anticipates an under run for roadwork.

The award will be to the low bidder Total Commitment, LLC with a low bid amount of $58,460.50 for High Point. The bids received were as follows:

Contractor	Read Total	Correct Total
OG Construction	$56,518.00	$56,518.00
Saenz Utilities	$72,307.78	$72,307.78
TEGA Construction, LLC	$91,964.80	$91,964.80

Contractor	Read Total	Correct Total
M Construction	$62,194.00	$62,194.00
JM Construction	$102,649.00	$102,649.00
Total Commitment, LLC	$58,460.50	$58,460.50
IOC Company, LLC	$94,872.28	$94,872.28

Commissioner Sylvia S. Handy concurs with the engineering firm's recommendation and will present the recommendation to Commissioner's Court for approval, once concurrence has been provided by TXDOT.

Please note that the County Commissioner's Court will award the contract pending TXDOT concurrence.

If you require additional information, please feel free to contact me at 787-1891 or on my cell phone at 207-9850.

Sincerely Yours,

Agapito Vargas Jr., Director
Hidalgo County Colonias Access Program

Cc: Commissioner Sylvia S Handy, Hidalgo County Precinct 1 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Dr. Lorie Ochoa, Chief Administrator Precinct 1 (email)
John Paul Lugo, BCAP Precinct 1 Coordinator, Precinct 1 (email)
Katia Garcia, HCCAP Auditor (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

High Point Subdivision
CSJ: 3C1080319
Cost Breakdown
Precinct 3

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
340	D-GR HMA (METH) TY-D SAC-B PG76-22	4743	SY	$9.00	$42,687.00
354	Plane Asph Conc Pav (1")	1169	SY	$5.00	$5,845.00
500	Mobilization	1	LS	$1,200.00	$1,200.00
502	Barricades, Signs and Traffic Handling	1	MO	$900.00	$900.00
666	REFL PAV MRK TY I (W) 24" (SLD)(100MIL)	30	LF	$7.00	$210.00
666	REFL PAV MRK TY I (Y) 4" (BRK)(100MIL)	240	LF	$0.90	$216.00
666	REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	320	LF	$0.90	$288.00
3035	BALDE LEVEL-UP (HOT MIX ASPHALT)	4743	SY	$1.50	$7,114.50
	SubTotal Base Bid →				**$58,460.50**
	DRAINAGE				
	SubTotal Drainage →				**$0.00**
	GrandTotal Roadwork Base Bid and Drainage →				**$58,460.50**

Roadwork Allocation:	$ 121,186.80	Drainage Allocation:	$ -
Possible 25% Transfer In Other Projects:	$ -	Transfer In: Other Projects	$0.00
Contingency Transfer In:	$ -	Total Allocation and Transfer	$0.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 121,186.80	Drainage Cost:	$0.00
Low Base Bid Roadwork	$58,460.50	Overrun/Underrun	$0.00
Overrun/Underrun	$62,726.30		

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

BID OPENING DATE: September 23, 2009 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR HIGH POINT SUBDIVISION"

BID NO: CAP-2009-382-09-23-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR CONSTRUCTION	Bid Bond/ Cashier's Check
1.	TEGA Construction, LLC	$91,964.80	Bid Bond Included
2.	JM Construction	$102,649.00	Bid Bond Included
3.	OG Construction Co., LLC	$86,518.00	Bid Bond Included
4.	Total Commitment, LLC	$58,460.50	Bid Bond Included
5.	IOC Company, LLC	$94,872.28	Bid Bond Included
6.	Saenz Utilities	$72,307.78	Bid Bond Included
7.	M Construction	$62,194.00	Bid Bond Included
8.			
9.			
10.			

TEDSI INFRASTRUCTURE GROUP

Consulting Engineers

1201 E. Expressway 83 ♦ Mission, Texas 78572

September 28, 2009

Mr. Agapito Vargas Jr
Executive Director Colonia Access Program
Hidalgo County Pct 2
301 E. State St
Pharr, Texas 78589

RE: High Point Subdivision (CAP-09-382-09-23) Award Recommendation

Dear Mr. Vargas:

The lowest bidder for above mentioned project is Total Commitment, LLC

We found no errors in Total Commitment LLC bid tabulations as submitted by Hidalgo County Purchasing Department.

Total Commitment bid ($58,460.50) is lower than Engineer's Estimate ($76,680.50) and lower than Allocated Construction Funds ($88,200.00).

It is our recommendation that Hidalgo County award Construction of above mentioned subdivision to Total Commitment LLC.

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
Yvette Islas, Hidalgo County Purchasing Department

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							
9-1312-431-00-121-319-0-312	HIGH POINT SUBDIVISION-INDIRECT COST	.00	4,670.66	.00	1,422.64	3,248.02	30.46
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
9-1312-431-00-121-319-0-339	HIGH POINT SUBDIVISION-OTHER PROF SRV	.00	3,443.60	2,794.71	648.89	.00	100.00
9-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	.00	88,200.00	.00	.00	88,200.00	.00
9-1312-431-00-121-319-0-899	HIGH POINT SUBDIVISION-CONTINGENCY	.00	14,993.73	.00	.00	14,993.73	.00
1312 BORDER COLONIA ACCESS PROGRAM ROUND 3		**.00**	**121,009.99**	**3,618.52**	**10,949.72**	**106,441.75**	**12.04**
9 YEAR 9		**.00**	**121,009.99**	**3,618.52**	**10,949.72**	**106,441.75**	**12.04**

AI-18838 **19.B.1.**

Requesting approval of Certificate of Competion;Change Order 2;Final And Retainage from Closner Construction

CC REGULAR

Date:	12/15/2009
Submitted By:	Rocio Villarreal, PURCHASING DEPT.
Submitted For:	Rocio Villarreal
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 1

Information

CAPTION

Requesting approval of the following in connection with the "Culvert Crossing & Drainage Improvements Project Mile 13N & Mile 6W" for Precinct No. 1 as submitted/certified by either project engineer, Dos Logistics, Inc. and awarded contractor, Closner Construction Company:

a. Change Order No. 2 reflecting liquidated damages in the amount of $12,000.00;
b. Certificate Of Construction Completion from Closner Construction Company reflecting the completion date of September 2, 2009;
c. Final Payment Application in the amount of $31,753.63;
d. Request for Release of Retainage Fee in the amount of $22,900.55.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1339-431-00-121-055-0-733

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

BUDGETARY IMPACT:

PO #619358-Amount available as of 12-10-09 $33,424.90 for Closner Construction, Inc.

Acct #9-1339-206-00-000-001-0-000 "Retainage Payable-Closner Contruction-Mile 13N & Mile 6 W" Available balance as of 12-10-09 $21,229.30. A portion of the retainage amount will be paid out of the PO.

Attachments

Link: Final Documents

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/10/2009 08:59 AM	APRV
2	Budget & Management	Erika Zamora	12/10/2009 09:15 AM	APRV
3	Ivan Cantu	Ivan Cantu	12/10/2009 02:26 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Rocio Villarreal

Started On: 12/02/2009 04:55 PM

Final Approval Date: 12/11/2009

CHANGE ORDER NUMBER ONE (2)

PROJECT: "CULVERT CROSSING & DRAINAGE IMPROVEMENTS PROJECT MILE 13 NORTH & MILE 6 WEST"

DATE OF ISSUANCE: December 1, 2009 **EFFECTIVE DATE:**

OWNER: Hidalgo County Precinct # 1
OWNER's Contract No.: Bid No. 2008-320B-11-12-LRM

CONTRACTOR: Closner Construction Co., LLC **ENGINEER:** DOS LOGISTICS INC.

You are directed to make the following changes in the Contract Documents.

Description:

1. Work was not Completed within the 60 Calendar Days
   Time of completion.
   Work was Completed within the 121 Calendar Days
   Credit for One Rain Day

Reason for Change Order:

1. Liquidated Damages for 60 Days
   ($200.00 for each consecutive calendar day)
   Total sum of $12,000.00
2.
3.
4.
5.

Attachments:

CHANGE IN CONTRACT PRICE:		CHANGE IN CONTRACT TIME:	
Original Contract Price $ 453,229.00		Original Contract Time for Substantial Completion:	60 calendar days or dates
Net Changes from previous Change Order 4,781.90		Net change from previous Change Orders 0 calendar days	
Contract Price prior to this Change Order $ 458,010.90		Contract Time prior to this Change Order Substantial Completion:	60 calendar days or dates
Net Decrease of this Change Order $ 0.00		Net increase of this Change Order 1 calendar days	
Contract Price with all approved Change Orders $ 458,010.90	Net % increase (decrease) from original contract price 1.10 %	Contract Time with all approved Change Orders Substantial Completion:	61 calendar days or dates

RECOMMENDED:	APPROVED:	ACCEPTED:
By:	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date	Date:	Date:

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 2ND DAY OF SEPTEMBER A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: January 20, 2009
OWNER: Hidalgo County, Precinct # 1
CONSTRUCTION CONTRACTOR: Closner Construction Co., L.C.
OF THE CITY OF La Feria STATE OF Texas

PROJECT DESCRIPTION

CONSTRUCTION OF: Culvert Crossing & Drainage Improvement Project Mile 13 & Mile 6 West

CONTRACT NO: C-2008-320B-01-20
Located in or near the City/Precinct Of Weslaco, Texas

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions:
   Liquidated Damages for 60 Days

2. That the sum of $12,000.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$453,229.00
Present Amount of Contract	$458,010.90
Total Amount of earned to Date	$458,010.90
Less: previous payments	$435,110.35
Balance	$22,900.55
Authorized deductions	$12,000.00
AMOUNT OF FINAL PAYMENT	$10,900.55

Exhibit E-M

6. That the final payment in the amount of **$10,900.55** is now due and payable.

_____
Engineer's Signature

CONCURRED BY:

_____
Contractor's Name

By:_____

Title: _____

CONCURRED BY:

_____
City/Precinct

By:_____

Title: _____

CLOSNER CONSTRUCTION Co., L.C.
2809 W EXPRESSWAY 83
LA FERIA, TX 78559
TEL (956) 797-0785 * FAX (956) 797-0576

Work Completed
From: June 22, 2009
To: July 25, 2009
Date: July 25, 2009

Final Pay Application

Culvert Crossing & Drainage Imp.

ITEM #	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL	TOTAL UNITS TO DATE	TOTAL BILLED TO DATE
	Roadway Improvements						
A1	7"Flexible Base (New)(TYD GR3)	1,326	CY	$ 23.15	$ 30,696.90	1326	$ 30,696.90
A2	6"Lime Treated Subgrade(6%Lime)	6,821	SY	$ 5.75	$ 39,220.75	6821	$ 39,220.75
A3	Salvage Caliche	934	CY	$ 1.50	$ 1,401.00	934	$ 1,401.00
A4	Hydromulch Seeding	1,895	SY	$ 2.50	$ 4,737.50	1895	$ 4,737.50
A5	Signs	3	EA	$ 425.00	$ 1,275.00	3	$ 1,275.00
A6	Traffic Controll	1	LS	$ 3,700.00	$ 3,700.00	1	$ 3,700.00
A7	Gavel Bedding	300	CY	$ 36.00	$ 10,800.00	300	$ 10,800.00
A8	Cement Stabilized Sand/ 846 tons +-	596	CY	$ 48.00	$ 28,608.00	596	$ 28,608.00
A9	Select Backfill	1,478	CY	$ 11.45	$ 16,923.10	1478	$ 16,923.10
	Total Roadway Improvements				$ 137,362.25		$ 137,362.25
	Storm Water Improvements						
B1	30"Polyme Coated Corrugated Metal Pipe(M246)	142	LF	$ 112.85	$ 16,024.70	142	$ 16,024.70
B2	36" Polymer Coated Corrugated Metal Pipe (M246)	70	LF	$ 135.22	$ 9,465.40	70	$ 9,465.40
B3	60" Reinforced Concrete Pipe Class III Rubber Gasket	126	LF	$ 208.15	$ 26,226.90	126	$ 26,226.90
B4	24" A.D.S. Pipe	826	LF	$ 33.00	$ 27,258.00	826	$ 27,258.00
B5	30" A.D.S.	47	LF	$ 45.25	$ 2,126.75	47	$ 2,126.75
B6	18" R.C.P.	10	LF	$ 29.00	$ 290.00	10	$ 290.00
B7	2'x3' Road & Hwy. Structure	7	EA	$ 1,750.00	$ 12,250.00	7	$ 12,250.00
B8	Concrete Headwall (24")	3	EA	$ 975.00	$ 2,925.00	3	$ 2,925.00
B9	Concrete Collar (18")	1	EA	$ 625.00	$ 625.00	1	$ 625.00
B10	24" Flap Gate Valve	2	EA	$ 2,300.00	$ 4,600.00	2	$ 4,600.00
B11	30" Flap Gate Valve	1	EA	$ 2,900.00	$ 2,900.00	1	$ 2,900.00
B12	Silt Fence for Storm Water Pollution Prevention	4,240	LF	$ 2.50	$ 10,600.00	4240	$ 10,600.00
B13	Conc. Rip-Rap Slope Protection	325	CY	$ 300.00	$ 97,500.00	325	$ 97,500.00
B14	Trench Safety for Stormwater	1	LS	$ 10,000.00	$ 10,000.00	1	$ 10,000.00
B15	Channel Excavation for regarading Ditch	900	LF	$ 35.00	$ 31,500.00	900	$ 31,500.00
B16	RCP Demo & Removal	200	LF	$ 15.00	$ 3,000.00	200	$ 3,000.00
B17	Exist. Fence Removal	575	LF	$ 6.00	$ 3,450.00	575	$ 3,450.00
B18	Exist. Fence Remove/Replace	75	LF	$ 25.00	$ 1,875.00	75	$ 1,875.00
B19	Metal Beam Guard Fence	300	LF	$ 37.50	$ 11,250.00	300	$ 11,250.00
B20	Bypass System	1	LS	$ 20,000.00	$ 20,000.00	1	$ 20,000.00
B21	Ditch Clearing	2,200	LF	$ 10.00	$ 22,000.00	2200	$ 22,000.00
	Total Strom Water Improvements				$ 315,866.75		$ 315,866.75
	Total Amount of Project				$ 453,229.00		$ 453,229.00

Change Order #1

Roadway

A1	7" Flex Base (New)(TYD GR3)	178.00	CY	$ 23.15	$ 4,120.70	$ 178.00	$ 4,120.70
A7	Gravel Bedding	-85.00	CY	$ 36.00	$ (3,060.00)	$ (85.00)	$ (3,060.00)
A8	Cement Stabilized Sand	-296.00	CY	$ 48.00	$ (14,208.00)	$ (296.00)	$ (14,208.00)
	Lime for Caliche	6,821.00	SY	$ 2.70	$ 18,416.70	$ 6,821.00	$ 18,416.70
	Total				$ 5,269.40		$ 5,269.40

Drainage

B10	24" Flap Gate Valve	-2	EA	$ 2,300.00	$ (4,600.00)	$ (2.00)	$ (4,600.00)
B11	30" Flap Gate Valve	2	EA	$ 2,900.00	$ 5,800.00	$ 2.00	$ 5,800.00
B12	Silt Fence for Storm Water Pollution Prevention	-3,390	LF	$ 2.50	$ (8,475.00)	$ (3,390.00)	$ (8,475.00)
B19	Metal Beam Guard Fence	181	LF	$ 37.50	$ 6,787.50	181	$ 6,787.50
	Total						$ (487.50)

Change Order #2

	Deduct for Rain Days	-1	LS	$ 8,000.00	$ (8,000.00)	-1	$ (8,000.00)
	Total						$ (8,000.00)

Closner Construction

Contract Amount	$ 453,229.00
Change Orders	$ 4,781.90
Adjusted Contract Amount	$ 458,010.90
Completed to Date	$ 458,010.90
Less 5% Retainage	$ 22,900.55
~~Less Liquidated Damages~~	~~$ 8,000.00~~
Less Previous Pymt	$ 403,356.72
Total Due this Invoice	~~$ 33,753.63~~

31,753.63

RELEASE OF RETAINAGE

To: Hidalgo County, Precinct #1 (OWNER)
From: Closner Constrction Co., L.C. (CONTRACTOR)
Contract: C-2008-320B-01-20
Project: Culvert Crossing & Drainage Imrpovement Project Mile 13 &Mile 6 West
Owner's Contract No. C-2008-320B-01-20 Engineer's Project No.
For Work accomplished through the date of: July 25, 2009

1. Original Contract Price:		$453,229.00
2. Net change by Change Order and Written Agreements(+or-):		(+) $4,781.90
3. Current Contract Price (1 plus 2):		$458,010.90
4. Total completed and stored to date:		$458,010.90
5. Retainage (per Agreement):		
of completed Work:	$0.00	
atored material	$0.00	
Total Retainage:		$0.00
6. Total completed and stored to date less retainage (4 minus 5)		$458,010.90
7. Less previous Application for Payments:		$435,110.35
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)		$22,900.55

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 Payments is in accordance with the Contract Documents and not defective.

Date _____

_____
CONTRACTOR

By: _____

State of _____
County of _____
Subscribed and sworn to before me this _____
day of _____

_____
Notary Public
My Commission expires: _____

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date _____

_____
ENGINEER

By: _____

Exhibit E-C

Rocio Villarreal

From: Jose Reyes [josereyes@doslogistics.com]
Sent: Wednesday, December 02, 2009 12:46 PM
To: Rocio Villarreal; 'Evangelina Garcia'
Cc: Hugo Gonzalez, P. E.
Subject: Culvert Crossing & Drainage Improvements Project Mile 13N and Mile 6W
Attachments: Release of Retainage.xls; 19 I CERTIFICATE OF CONSTRUCTION COMPETION BLANK E-M UPDATE_FINAL_rev.doc; Change Order#2_rev.xls; 20091202_130305.pdf

Rocio

As per your request please find attached the latest information for the reference project, for review and comment. Please be advise that the last payment application will be for $31,753.63, and the liquidated damages will be deducted from the retainage.

Should you have any questions please call me.

Thank you
José

José G. Reyes, P.E.
Project Manager
DOS LOGISTICS, INC.
212 W. 3rd Street
Weslaco, Tx 78596
Ph: (956) 968.8800
Fax: (956) 447.8194
Cell: (956) 246.0922
josereyes@doslogistics.com

AI-18931 **19.C.1.**

Purchase of One (1) New 2010 1500 Silverado 4x4 Crewcab for Pct. #3
CC REGULAR

Date:	12/15/2009
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Purchasing only: Prct. 3

Information

CAPTION

Approval to purchase one (1) New 2010 Chevrolet 1500 Silverado 4x4 Crewcab PU through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor, Caldwell Country Chevrolet (Contract #VE03-06) in the amount of $30,911.00 to include but not limited to administration fee's and delivery fees for use of Precinct #3' Project #2009-493-OGG.

BACKGROUND

Unit is for use of Inventory Control Specialist as per Mingo Villarreal in Pct. #3.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-741

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

BUDGETARY IMPACT:

Refer to AI - 18905 appropriation in the amount of $29,015.82 on 12/15/09 CC.
Refer to AI - 18915 transfer in the amount of $1,895.18 on 12/15/09 CC.

Total amount: $30,911.00

Attachments

Link: 09-493

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/10/2009 11:06 AM	APRV
2	Budget & Management	Erika Zamora	12/10/2009 11:12 AM	APRV
3	Perla Lopez	Perla Lopez	12/10/2009 04:11 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Oscar Garza — Started On: 12/09/2009 01:38 PM

Final Approval Date: 12/11/2009

MEMORANDUM

To: Joe Flores
HC Commissioner Pct. #3

via fax: 585-2375
via: norma.ceballos@co.hidalgo.tx.us

From: Oscar Garza, Procurement Specialist

Date: **December 04, 2009**

Re: Bid No. 2009-493-OGG -Approval of specifications for:
2010 CHEVROLET 1500 SILVERADO 4X4 CREWCAB CK10543

Please review the following **Quotes** and indicate if they meet all your requirements by marking **APPROVE** (or) **DISAPPROVE** and signing below. If your answer is **DISAPPROVE,** please make any modifications necessary to the specifications and fax back the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

APPROVE ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: ____✓____YES / _____NO/_____Other

(Specify)_____

BUDGET ACCOUNT
#: 9- 1203-431-00-123-W5-0-741

#: _____

_____ 12/7/09
AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or e-mail: oscarg.garza@co.hidalgo.tx.us by no later than Wednesday 05, 2009 at 10:30 AM.

Enclosures

Note: Budget dept will prepare agenda item for transfer.

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	12/4/2009

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 3	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626	Phone:	979-567-6116
Fax:		Fax:	979-567-0853
Email:	OSCAR.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A27	Description:	2010 CHEVROLET 1500 SILVERADO 4X4 CREWCAB CK10543

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 26,456.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
5.3LV8 FFV	INCL		
AIR CONDITION	INCL		
AUTOMATIC	INCL		
LT PACKAGE 1LT	3862		
FOUR WHEEL DRIVE 4X4	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	3862

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
EXTERIOR PLUS PACKAGE-LOCK TAILGATE	550		
REMOTE START, FOG LAMPS, EZ LIFT GATE	INCL		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	550

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693	5YR/100,000 GM POWERTRAIN WARRANTY	INCL
EXTERIOR COLOR WHITE	INCL	Z71 PACKAGE/7000#GVWR	-1250
		Subtotal D:	-557

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 30311

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 30311 = **Subtotal E:** 30311

F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost	
				Subtotal G: 0

Delivery Date: 75-90 DAYS APPX **H. Total Purchase Price (E+F+G):** 30911

AI-18965 **19.D.1.**

Approval of -Health Clinics Renovations -Archtiect's Supplemental Instructions #2 (2008-221A)

CC REGULAR

Date:	12/15/2009		
Submitted By:	Moises Salazar, PURCHASING DEPT.		
Submitted For:	Marty Salazar		
Department:	PURCHASING DEPT.		
Agenda Category:	Purchasing Department	Purchasing only:	Health & Human Services Dept.

Information

CAPTION

Acceptance and approval of Architect's Supplemental Instruction No. 002 (AIA G710) to CAS Companies current contractor for this project to provide additional modifications to renovations for : Hidalgo County Health and Human Services Clinics -Renovations of Clinics project in the total amount of $4,810.00 with no impact to total project sum or time-line.

BACKGROUND

Modifications:
-Paint the exterior prior to applying anti-graffiti coating.
-Remove and replace doors with hardware
-Install metal studs, drywall and paint to match existing door opening.
-Debris removal

Fiscal Impact

FISCAL YEAR: 2009

ACCT. #: 9-1336-441-00-340-023-0-452

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 12-10-09.
WORK FOR MCALLEN CLINIC
PO# 617913

Attachments

Link: ASI No 2 -McAllen Clinic

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/11/2009 11:13 AM	APRV
2	Budget & Management	Erika Zamora	12/11/2009 11:35 AM	APRV
3	Manuel Chapa	Manuel Chapa	12/11/2009 01:58 PM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Moises Salazar

Started On: 12/10/2009 12:56 PM

Final Approval Date: 12/11/2009

V·A Architecture

December 3, 2009

Moisés Salazar
Hidalgo County Purchasing Dept.
2802 Closner
Edinburg, Texas 78539

RE: Hidalgo County Health & Human Services - Renovation of Clinics
Edinburg, Elsa, Hidalgo, McAllen, Mission, & Weslaco, Texas

Mr. Salazar:

Enclosed please find AIA Document G710, Architect's Supplemental Instruction #2 for the betterment expenditures at the McAllen clinic.

Should you have any questions, please phone our office.

Sincerely,

Reynaldo Vargas, A.I.A.

Vargas & Associates
2029 Industrial Drive
McAllen, Texas 78504
(956) 631-2242

AIA® Document G710™ – 1992

Architect's Supplemental Instructions

PROJECT *(Name and address)*:
Hidalgo County Health Clinic
Renovations (Valleywide)

OWNER *(Name and address)*:
Hidalgo County, 100 E. Cano,
Edinburg, Texas 78539

FROM ARCHITECT *(Name and address)*:
Reynaldo Vargas, Architect, Inc. dba
VÂ·A Architecture, 2029 Industrial
Drive, McAllen, Texas 78504

TO CONTRACTOR *(Name and address)*:
CAS Companies, 111 Brand Lane,
Ste. 400, Stafford, Tx 77477

ARCHITECT'S SUPPLEMENTAL INSTRUCTION NO: 002

DATE OF ISSUANCE: 12/03/09

CONTRACT FOR: PO#'S:617912-617917

CONTRACT DATE: 02/19/09

ARCHITECT'S PROJECT NUMBER: 08-1007

OWNER: ☒
ARCHITECT: ☒
CONSULTANT: ☒
CONTRACTOR: ☐
FIELD: ☐
OTHER: ☐

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgment that there will be no change in the Contract Sum or Contract Time.

DESCRIPTION:

Provide all labor, material and equipment necessary for the work at the McALLEN CLINIC:

1. The original scope of repair has been changed to include the cost to paint the exterior of the building prior to applying the anti-graffiti coating..... ..$2,000.00

2. A. Remove (2) hollow core doors with hardware. Replace with (2) solid core doors with hardware and finish.
   B. Remove (1) hollow core door unit with hardware. Replace with (1) solid core door unit with hardware & finish.
   C . Install metal studs, drywall and paint to match existing door opening.
   D. Debris removal by CAS Companies.....$2,810.00

TOTAL OF THIS ASI $4,810.00

ORIGINAL ALLOWANCE/ CONTINGENCY AMT		NET CHANGE TO AMT BY PREVIOUS ASI's	BALANCE PRIOR TO THIS ASI	DECREASE OF AMT BY THIS ASI	NEW BALANCE
Edinburg Clinic	($2,000.00)	$0.00	($2,000.00)	$1,810.00	($190.00)
Elsa Clinic	($2,000.00)	$0.00	$2,000.00)	$0.00	($2,000.00)
Hidalgo Clinic	($2,000.00)	$0.00	($2,000.00)	$0.00	($2,000.00)
McAllen Clinic	($3,000.00)	$0.00	($3,000.00)	$3,000.00	$0.00
Mission Clinic	($2,000.00)	$2,000.00	$0.00	$0.00	$0.00
Weslaco Clinic	($2,000.00)	$0.00	($2,000.00)	$0.00	($2,000.00)
TOTALS	($13,000.00)	$0.00	($11,000.00)	$4,810.00	$6,190.00

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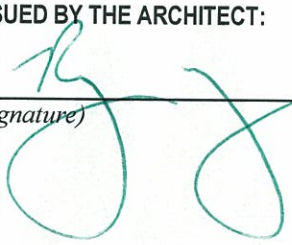
User Notes:
(1397962039)

ATTACHMENTS:
(Here insert listing of documents that support description.)

Proposal from CAS Companies dated 10/9/09 (2 pp)
Proposal from CAS Companies dated 9/11/09 (2 pp)

ISSUED BY THE ARCHITECT:



(Signature)

Reynaldo Vargas, Architect/President, A.I.A.

(Printed name and title)

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User Notes:
(1397962039)

September 11, 2009

CAS Companies

Tommy Canul
VA Architecture
2029 Industrial Ave.
McAllen, TX. 78504

v-aarchitecture@att.net

RE: Hidalgo County Health Department
Mc Allen Clinic
Betterment Improvements
Hidalgo County PO No. 617913
CAS Quote # 2009-093-00

Dear Mr. Canul,

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the improvements to the Hidalgo County Mc Allen Health Clinic. We propose to furnish the services specified herein at the prices stated and in accordance with CAS Companies terms and conditions. CAS would like to submit the following proposal for your review and approval. CAS Companies will provide the following Labor and Material to perform the scope of the following work identified by the customer. All work will be performed in accordance with the job specifications as provided by the client to CAS Companies.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 08-032069** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This proposal is inclusive of labor, materials, equipment and insurance.

This proposal and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

5402 So. Expressway 83
Harlingen, Texas 78552
Phone: 956-216-8200
Fax: 956-216-8069

111 Brand Lane, Suite 400
Stafford, Texas 77477
Phone: 281.499.4747
Fax: 281.499.6655

Scope of Work

We propose to furnish Labor, Material, Equipment, and Insurance to complete the following scopes of work:

1. The original scope of repair has been changed to include the cost to paint the exterior of the building prior to applying the anti-graffiti coating. This proposal is to cover the cost of the exterior paint and labor. It has been agreed to by VA Architecture to use the Betterment Allowance from the Base Bid to be used for these improvements.

The total project price is $ 2,000.00

Pricing is based on standard working hours (Monday thru Friday anytime between the hours of 8:00 am – 5:00 pm).

In closing, thank you for the opportunity to bid this project. Pricing valid for 30 days.

Sincerely,

Allan R. Moore

Allan R. Moore

CAS Companies

amoore@caslp.com

210.878.7471 San Antonio cell
361.774.5889 cell
956.216.8200 office
956.216.8069 fax

CAS Companies LP
5402 S. Expressway 83
Harlingen, TX. 78552
Office: 956-216-8200
Fax: 956-216-8069

Trades, Temporary Labor & Materials
(Ref: TIPS) 08-032609
Contact: Kim Thompson
866.839.8477

October 9, 2009 Quote Number: 2009-093-00

CAS Companies

Tommy Canul
VA Architecture
2029 Industrial Ave.
McAllen, TX. 78504

v-aarchitecture@att.net

RE: Hidalgo County Health Department
Mc Allen Clinic
Betterment Improvements
Hidalgo County PO No. 617913
CAS Quote # 2009-093-00

Mr. Canul,

CAS Companies (Clean Air Solutions) is pleased to provide you with this proposal for the improvements to the Hidalgo County Mc Allen Health Clinic. We propose to furnish the services specified herein at the prices stated and in accordance with CAS Companies terms and conditions. CAS would like to submit the following proposal for your review and approval. CAS Companies will provide the following Labor and Material to perform the scope of the following work identified by the customer. All work will be performed in accordance with the job specifications as provided by the client to CAS Companies.

CAS Companies is an approved contractor through **The Interlocal Purchasing System (TIPS) Contract No. 08-032069** whom Hidalgo County would contract with to perform the work as described in the scope of work below.

This proposal is inclusive of labor, materials, equipment and insurance.

This proposal and the detailed services are being offered through Texas Interlocal Cooperation Act. By utilizing the TIPS program, Hidalgo County will automatically be dealing with a Qualified, Professional Contractor that meets the strict requirements for contract vendors and will be satisfying all state bid requirements. This results in savings to Hidalgo County by reducing the time and expense for the bid process and will allow the work to be completed in a more timely manner.

Scope of Work:

1. **Remove (2) hollow core doors with hardware. Replace with (2) solid core doors with hardware and finish.**
2. **Remove (1) hollow core door unit with hardware. Replace with (1) solid core door unit with hardware and finish.**
3. **Install metal studs, drywall and paint to match existing door opening.**
4. **Debris removal by CAS Companies.**

The total project price is $2,810.00. Pricing is based on standard working hours (Monday thru Friday, between the hours of 7:00 AM-6:00 PM). After material delivery, project will take approximately one week to complete. Quote may be withdrawn if not accepted within 30 days. In closing thank you for the opportunity to bid this project.

Best regards,

Allan Moore

Allan R. Moore

C.A.S Companies

amoore@caslp.com
361.774.5889 cell
956.216.8200 office
956.216.8069 fax

C.A.S South Texas Construction Services Division

By signing above, customer authorizes performance of the agreed to work and shall pay for the services and/or other services authorized and agreed to by customer. All charges shall be paid immediately upon completion of the performed services. Customer expressly agrees to pay all costs for collection of payment, if necessary, including attorney's fees and court costs. Interest on an open balance is billed at the higher of 2% per month or the maximum lawful rate.

Moises Salazar

From: Rigoberto Hinojosa [rigoberto.hinojosa@hchd.org]
Sent: Wednesday, December 09, 2009 3:19 PM
To: 'Moises Salazar'
Subject: RE: Hidalgo County Clinics Renovation
Attachments: ATT00507.txt

Moises,

Mr. Olivarez reviewed and approved the change order request. Please proceed with placing it on commissioner's court.

Thanks,
Rigoberto Hinojosa

-----Original Message-----
From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Monday, December 07, 2009 4:07 PM
To: 'Rigoberto Hinojosa'
Cc: josie.escalante@hchd.org; eduardo.olivarez@hchd.org
Subject: FW: Hidalgo County Clinics Renovation

Please review and reply with approval/confirmation of the attached request.
We will place an item for Commissioners' Court for the approval of this architect's supplemental instructions as soon as you respond with approval.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo..tx.us

From: V·A Architecture [mailto:v-aarchitecture@att.net]
Sent: Thursday, December 03, 2009 2:33 PM
To: Moises Salazar
Subject: Hidalgo County Clinics Renovation

Attached please find ASI #2. We will deliver hard copy later on.

Sonia Infante, Secretary
V·A Architecture
2029 Industrial Drive
McAllen, Texas 78504
956/631-2242

AI-18944 **19.E.1.**

Automated Tax Collection System-Hidalgo County Tax Office
CC REGULAR

Date:	12/15/2009
Submitted By:	Olga Montero, 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/proposer in order to finalize a contract for consideration and award of an "Automated Tax Collection System" for Hidalgo County Tax Office.

BACKGROUND

Funding for the tax collection system is not available in their 2010 budget; however funds will be appropriated from 2010 budget.

Fiscal Impact

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

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

BUDGETARY IMPACT:

For Negotiation Only. Funds for the Automated Tax Collection System for Hidalgo County Tax Office will be appropriated from 2010 budget.

Attachments

Link: evaluation grid

Link: acceptance sheet

Link: participation log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	12/10/2009 09:33 AM	APRV
2	Budget & Management	Erika Zamora	12/10/2009 09:40 AM	APRV
3	Perla Lopez	Perla Lopez	12/10/2009 10:45 AM	APRV
4	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Olga Montero

Started On: 12/09/2009 03:55 PM

Final Approval Date: 12/11/2009

-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)						

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		

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 972-881-1858
3.Custom Software (Danny Reyna)	Email	customsoftwaremc@hotmail.com Olga M.	9/02/09	1507 Hawk Circle McAllen, Tx 78504 (956) 655-3936
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 ADDISON LTD, LLC	Email	gigodwin@aol.com Olga M.	9/02/09	5886 Devala Rd #102/210 San Antonio, Tx 78249 (210) 722-5090
6. Appraisal & Collection Technologies (Cindy Bylander)	Email	Cindy.bylander@publicans.com Olga M.	9/09/09	911 Central Parkway N Ste #200 San Antonio, Tx 78232 210-403-8670
7. CR Software inc. (Laverne Dailey)	Email	Laverne.dailey@crsoftwareinc.com Olga M.	9/09/09	Tel 800-222-1722 4035 Ridge Top Rd. Ste #600 Fairfax Virginia 22030
8.Purepay Receivables Creditron (Susan Harrington)	Email	sdawson@pure-pay.com Olga M.	9/09/09	Tel 972-235-1968 15800 Crabbs Branch Way Ste 210-Rockville MD 20877
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	510 E. Milham Ave Portage, Mi 49002 269-567-2900

*VIA: IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)
FACSIMILE(FAX)

AI-18883 **19.F.1.**

BCAP Invoice# 019637 Raba-Kistner Pct. No.2

CC REGULAR

Date:	12/15/2009
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 claim from Raba-Kistner in the amount of $516.75 for material testing on Eldora Gardens Subdivision with authority for County Treasurer to issue payment after processing procedures are completed by the County Auditor.

BACKGROUND

NOTE: This invoice is included in claims described in Auditor's Letter to vendor dated 9-24-09.

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. #:** 9-1311-431-00-122-252-0-339

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

BUDGETARY IMPACT:

available balance $516.75 as of 12/10/09.

Attachments

Link: Raba-Kistner Invoice#019637 Eldora Gardens Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	12/09/2009 08:18 AM	APRV
2	Purchasing Department	Marty Salazar	12/10/2009 09:06 AM	APRV
3	Budget & Management	Erika Zamora	12/10/2009 09:16 AM	APRV
4	Roland Garcia	Rolando Garcia	12/10/2009 10:50 AM	APRV
5	Auditor's Office		12/11/2009 05:24 PM	NEW

Form Started By: Marcie Jackson Started On: 12/04/2009 10:30 AM

Final Approval Date: 12/11/2009

VISIT OUR WEBSITE AT:
www.rkci.com

INVOICE

INVOICE # :019637

Engineering * Testing * Environmental * Facilities Claims Infrastructur

BILLING DATE :
8/25/2009

PROJECT :
AMD0905200
Hidalgo County Pct. No. 2 - Eldora

CLIENT :
A14055 Hidalgo County Precinct 2

Raba Kistner

Mr. Humberto Garza
Hidalgo County Precinct 2
301 East State
Pharr, TX 78577

RECEIVED
8 2009
HIDALGO COUNTY
AUDITOR'S
OFFICE

REMITTANCE ADDRESS:
RABA-KISTNER CONSULTANTS, INC.
P.O. BOX 971037
DALLAS, TX 75397-1037
PHONE (210) 699-9090

C-CAP-08-023-09-02
9/2/08 - 12/31/09 NO W/A

INVOICE SUMMARY INFORMATION

Gardens - Border Colonia Access Program Contract No.
~~C-Cap-08-018-08-20~~ San Juan, Hidalgo County, Texas
Proposal #: PMD09-014-00

FOR PROFESSIONAL SERVICES RENDERED THROUGH: 8/8/2009

SERVICE DATE 07/08/2009	$516.75
SUBTOTAL INVOICE	$516.75
AMOUNT DUE THIS INVOICE **	$516.75

RECEIVED BY COUNTY AUDITOR
2009 SEP 24 PM 2:52

THIS IS AN INTERIM INVOICE UNLESS OTHERWISE NOTED

RK PROJECT MANAGER: DENNIS C. CHARKOW
CLIENT PHONE: 956-787-1891

PROJECT BUDGET SUMMARY		
Project Budget	$	5,879.00
Prior Billings		2,133.85
Total Available	$	3,745.15

PROJECT ACCOUNTS RECEIVABLE SUMMARY		
Amount Due This Invoice	$	516.75
Total of Previous Invoices - Currently Unpaid		2,133.85
Total Due And Payable	$	2,650.60

9.24.09

AI-18883 12/15/09
CLAIMS –C.C.M. ~~AI-17704 10/06/09~~ no action
9-1311-431-00-122-252-0-339→$516.75

INVOICE RECEIVED BY: Maria Jaster ON 9/2/09
GOODS/SERVICES RECEIVED Maria Jaster ON 9/2/09

* Invoices are submitted monthly and are due on receipt. * Carrying charges may be assessed on invoices unpaid beyond 30 days from billing date.
AP Aug-09 **PLEASE PAY FROM THIS INVOICE.**

Raba Kistner

BILLING DATE :
8/25/2009

PROJECT :
AMD0905200 A14055
Hidalgo County Pct. No. 2 - Eldora
Hidalgo County Precinct 2

INVOICE # :019637

SALARY / EXPENSE DETAILED BACKUP

DESCRIPTION	REMARKS	QUANTITY	RATE	AMOUN
07/08/2009				
CMT FIELD & LABORATORY TESTING				
SAMPLING TIME	M09-013061	1.00	41.600	41.6
VEHICLE TRAVEL CHARGE	M09-013061	1.00	20.000	20.0
BIT WEAR/LIMESTONE	M09-013061	26.00	3.900	101.4
CORING RIG/RENTAL	M09-013061	1.00	95.750	95.7
GENERATOR/RENTAL	M09-013061	1.00	81.000	81.0
CORING TIME/TWO MEN	M09-013061	2.00	88.500	177.0
			SUBTOTAL	516.7
		** TOTAL PROJECT AMD0905200		516.7

A4

R. Gutierrez Engineering Corporation

September 22, 2009

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
301 E. State Street
Pharr, TX 78577

RE: Raba-Kistner Testing Invoice(s)

Dear Commissioner Palacios:

I have reviewed the invoice(s) from Raba-Kistner that you submitted to our office. The following invoice(s) are for items requested from our office and should be submitted for payment:

Invoice #019637

If you have any questions, please call me so that we may discuss them. You can call me at 956-782-2557.

Sincerely,

Luis J. Nava P.E. 9/22/09

Luis J. Nava, P.E.
Senior Project Manager

Attachment

cc: Files

130 East Park – Pharr, TX 78577 – Telephone: 956-782-2557 – Fax: 956-782-2558 – E-mail: luis@rgutierrezengineering.com

3. **AI-17805** Acceptance and approval of Work Authorization No. 5 (with an estimated cost of $1,500.00) with Javier Hinojosa Engineering to provide engineering services for the "Colonia Trevino Subdivision" located on the south side of Mi. 6 North approximately 800 feet east of S.H. 107-Contract No. C-09-176-04-28. – **APPROVED**

4. **AI-17785** Approval of a professional services contract/agreement (developing plans, specifications, scope of work, etc.) for the provision of structural engineering services for, "County-owned Buildings/Structures needing Repairs and/or Renovations" located in Precinct No. 3 on an as needed basis with Dannenbaum Engineering Company, as authorized & approved for negotiations by CC on 08/18/09. – **APPROVED**

E. Pct. 4

1. **AI-17837** Acceptance and approval of the following Amendments to contract #C-08-477-12-09 with QUINTANILLA, HEADLEY & ASSOCIATES, INC. for the "SAN CARLOS DRAINAGE IMPROVEMENTS PROJECT" located in Precinct No. 4:
   a. AMENDMENT to WA #1 with a fee decrease of $100,000.00 resulting in the new proposed fee of $650,000.00 (misc. projects - ROW Surveying of 260 estimated parcels) PO#614261; – **APPROVED**
   b. AMENDMENT to WA #2 with a fee increase of $291,725.00 resulting in the new proposed fee of $839,825.00 which reflects the inclusion of Aguilar Pond 47.66 acres; Fike Pond 55.00 acres and Dickerson Pond 240.28 acres, PO# 618942. – **APPROVED**

2. **AI-17779** a. Requesting approval of the final negotiated Professional Engineering Services Agreement (approved for negotiations by CC on 9-1-09 and as form by legal counsel) with S & B INFRASTRUCTURE, LTD. for: "BUILDING REPAIRS and/or RENOVATIONS of County owned Buildings/Structures" on an as needed basis located within Hidalgo County Precinct #4; – **APPROVED**
   b. Ratification of the project specific engagement agreement with S & B INFRASTRUCTURE, LTD. (as exempted and approved by CC on 9-29-09 due to an emergency situation at the Hidalgo County Adult Detention Facility Complex) for the assessment and design of a device (to be fabricated and installed by a certified welder) to correct/repair a structural defect. – **APPROVED $31,711.57**

3. **AI-17735** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A)(4) a professional service for Appraisers; – **APPROVED**
   b. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Professional Appraisal Services for the Acquisition of Land and Disposition of County Owned Property for Precinct No. #4 Projects. – **APPROVED**
   1st. **LEONEL GARZA, JR.** ; 2nd. **PROFESSIONAL APPRAISAL SERVICES**; 3rd. **ROBINSON, DUFFY & BARNARD** ;
   c. Authority for the Purchasing Department to negotiate a Professional Appraisal Services Contract with the No.1 ranked firm of **LEONEL GARZA, JR.** for the provision of Appraisal Services for Precinct #4 Projects for the Acquisition of Land and Disposition of County Owned Property. – **APPROVED**

F. Colonia Access Program Pct. 2

1. **AI-17704** a. Approval of a claim from Raba-Kistner in the amount of $1,581.15 for material testing on Eldora Gardens Subdivision with authority for county auditor to issue payment after review, audit and processing procedures are completed; – **NO ACTION**

AI-18078 **19.G.1.**

Medical Supplies And Equipment.

CC REGULAR

Date:	12/15/2009
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Recommending action to reject all bids received for Sheriff's Office"Medical Supplies and Equipment" RFB No. 09-386-10-07-SGS with authority to re-advertise with modifications on specifications. The 90 day deadline is January 04, 2010 and due to the lenghty process of awarding and executing the contract the deadline would not be met.

BACKGROUND

1) Contract expired on November 16, 2009

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Sandy Suarez	Started On: 10/16/2009 02:20 PM
Final Approval Date: 12/11/2009	