AI-19467 **6.D.**

CL-10-0003-D; Y Propane Service Inc. v. Wright Express-Coastal & Guadalupe "Lupe" Trevino

CC REGULAR

Date:	01/19/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-10-0003-D; Y Propane Service Inc. v. Wright Express-Coastal & Guadalupe "Lupe" Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 09:11 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Monica Badillo — Started On: 01/14/2010 05:13 PM

Final Approval Date: 01/15/2010

AI-19403 **6.E.**

Claim of Guadalupe Ramos

CC REGULAR

Date:	01/19/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Guadalupe Ramos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 11:48 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/13/2010 10:52 AM

Final Approval Date: 01/15/2010

AI-19401 **6.F.**

Claim of Maria Elena Olivares

CC REGULAR

Date:	01/19/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Maria Elena Olivares

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 10:40 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/13/2010 10:37 AM

Final Approval Date: 01/15/2010

AI-19399 **6.G.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	01/19/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 10:36 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Monica Badillo — Started On: 01/13/2010 10:31 AM

Final Approval Date: 01/15/2010

AI-19468 **7.D.**

CL-10-0003-D; Y Propane Service Inc. v. Wright Express-Coastal & Guadalupe "Lupe" Trevino

CC REGULAR

Date:	01/19/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-10-0003-D; Y Propane Service Inc. v. Wright Express-Coastal & Guadalupe "Lupe" Trevino

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/15/2010 09:11 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Monica Badillo — Started On: 01/14/2010 05:14 PM

Final Approval Date: 01/15/2010

AI-19405 **7.E.**

Claim of Guadalupe Ramos

CC REGULAR

Date:	01/19/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Guadalupe Ramos

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 11:49 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/13/2010 10:55 AM

Final Approval Date: 01/15/2010

AI-19402 **7.F.**

Claim of Maria Elena Olivares

CC REGULAR

Date:	01/19/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Maria Elena Olivares

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 11:48 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Aida Alvarez — Started On: 01/13/2010 10:46 AM

Final Approval Date: 01/15/2010

AI-19400 **7.G.**

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

CC REGULAR

Date:	01/19/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil Action No. 7:09-112; Maria G. Ybarra v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 10:37 AM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Monica Badillo — Started On: 01/13/2010 10:31 AM

Final Approval Date: 01/15/2010

AI-19458 **10.B.**

Tax Resale

CC REGULAR

Date:	01/19/2010
Submitted By:	Monica Badillo, COMMISSIONERS' COURT EXEC. OFFICE
Submitted For:	John D. Franz-Perdue,Brandon
Department:	COMMISSIONERS' COURT EXEC. OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Discussion and action on Resolution authorizing Resale of Foreclosed Real Estate properties

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/14/2010 02:57 PM	APRV
2	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Monica Badillo Started On: 01/14/2010 02:39 PM

Final Approval Date: 01/15/2010

AI-19449 **11.A.**

Tier Two Report

CC REGULAR

Date:	01/19/2010
Submitted By:	Rosie Luna, SAFETY DIVISION
Submitted For:	Roy Quintanilha
Department:	SAFETY DIVISION
Agenda Category:	Safety Division

Information

CAPTION

1. Discussion and action to authorize Fred Reyna to sign for and submit the 2009 Texas Tier Two Report.

2. Discussion and action to authorize the Auditor's Department to issue check in the amount of $50.00 made payable to: Tier Two Chemical Reporting Program - ZZ109-180 from account no. 0-1100-419-50-115-059-0-810.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 9-1100-419-50-115-059-0-810

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

BUDGETARY IMPACT:

Funds available as of 01/15/10 $500.00.

Attachments

Link: 2009 Tier Two

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management		01/15/2010 05:00 PM	PEND
2	Erika Zamora	Erika Zamora	01/15/2010 02:05 PM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Rosie Luna Started On: 01/14/2010 11:24 AM

Final Approval Date: 01/15/2010

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

HIDALGO COUNTY
DBM SAFETY DIVISION
2009 DEC 29 AM 9 50

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

DAVID L. LAKEY, M.D.
COMMISSIONER

Fee Payment Form and Instructions:

COUNTY OF HIDALGO
ATTN: ENVIRONMENTAL HEALTH & SAFETY OFFICE
100 EAST CANO
EDINBURG, TX 78539

The Texas Tier Two Chemical Inventory Report for calendar year 2009 is due between January 1 and March 1 of 2010. The Texas Tier Two Program requires the use of the 2009 Tier2 Submit software to file your report. To improve our services, we have established an email address to enable Tier Two submitters to **attach the Tier2 Submit data file to an email:**

T2Sdatafiles@dshs.state.tx.us

You will need to **mail in your fee payment with the Fee Payment Form** provided at the bottom of this letter to the **CASH RECEIPTS** address. Please verify and make needed changes to the name and address on the payment form. You will need to give your unique **TXT2** Number and some additional information on the form below. Also, please type your **TXT2** Number on:

(1) the subject line of your email,
(2) the check/money order memo line, and
(3) the State Fields screen in the Tier2 Submit software.

For further information please see: www.texastiertwo.com

or call:

(800) 452-2791 In-Texas Only
(512) 834-6603 Alternate Number

FEE QUESTIONS? See our Fee Calculators on the left hand side of our website.

Fee Payment Form – Texas Tier Two Chemical Reporting Program

Make check payable to: **Tier Two Chemical Reporting Program – ZZ109-180**

TXT2 No.: **68687** Total: $_____ Check No.: _____ No. of facilities: _____

Owner/Operator: **COUNTY OF HIDALGO**
Submitter Name: _____
Contact Phone No.: _____

Mailing Address Change
Please fill out bellow
_____
_____
_____

CASH RECEIPTS – MC 2005
DSHS – TIER TWO CHEMICAL REPORTING PROGRAM
PO BOX 149347
AUSTIN, TX 78714-9347

APPENDIX D: FEE SCHEDULE

All electronic Tier2 Submit data files submitted to the Texas Department of State Health Services, Tier Two Chemical Reporting Program must be accompanied by a filing fee. The filing fee for each facility's required Tier Two submission is based on the facility's Standard Industrial Classification (SIC) Code or North American Industrial Classification System (NAICS) Code and the **number of hazardous chemicals** listed for each facility in the electronic Tier2 Submit data file. Please consult the appropriate table below to determine the Tier Two filing fee owed for your facility:

MANUFACTURING FACILITY (SIC Codes 2000-3999 or NAICS Codes 31000-33999)	
Number of hazardous chemicals	**Fee**
25 or less	$100.00
26-50	$200.00
51-75	$300.00
76-100	$400.00
101 or greater	$500.00

NON-MANUFACTURING FACILITY OR PUBLIC EMPLOYER FACILITY	
Number of hazardous chemicals	**Fee**
75 or less	$50.00
76 or greater	$100.00

If you are filing for **MORE THAN ONE FACILITY under the same operator**, you **MAY** be able to **consolidate** a limited number of facilities under a single filing fee according to the **consolidated filing fee instructions that follow.**

CONSOLIDATED FILING FEE INSTRUCTIONS

If you are required to submit an electronic Tier2 Submit data file for more than one facility, you may **CONSOLIDATE** a **LIMITED NUMBER** of facilities under a single filing fee **ONLY** if **ALL** of the following criteria are met:

- Each facility must have the **SAME OPERATOR and all facilities should be contained in ONE Tier2 Submit data file.**
- Each facility must have **NO MORE THAN 24 REPORTABLE CHEMICALS.**
- **NO MORE THAN 2 MANUFACTURING FACILITIES** (SIC Code 20-39 or NAICS Code 31-33) can be consolidated under a single filing fee of **$100**.
- **NO MORE THAN 7 NON-MANUFACTURING FACILITIES** or **PUBLIC EMPLOYER FACILITIES** can be consolidated under a single filing fee of **$50**.

If one or more of your facilities has more than 24 reportable hazardous chemicals, you **cannot** include these facility reports with others under a single filing fee. You **must** submit an additional filing fee for each facility that is reporting 25 or more chemicals.

Follow these steps to submit a **consolidated filing**:

- Ensure that all of the facilities' information provided in the electronic Tier2 Submit data file are under the **same operator name and address** (listed as one of the Contacts in the Tier2 Submit data file).
- Ensure that each of the facilities is reporting **fewer than 25 chemicals in the Chemicals in Inventory module**.
- Ensure that a filing fee of **$100** is enclosed for every group of 2 Manufacturing facilities.
- Ensure that a filing fee of **$50** is enclosed for every group of 7 Non-manufacturing or Public Employer Facilities.

  (You may combine the filing fees of more than one group of consolidated facility reports into a single check or money order for the total amount of fee owed.)

AI-19453 **12.A.**

139th DC - Salary Increases
CC REGULAR

Date: 01/19/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Judge Flores
Department: BUDGET & MANAGEMENT
Agenda Category: District Courts

Information

CAPTION

139th District Court (1100):
1. Approval of salary increases for the following positions, effective next full pay period (02/01/10):

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Increase
0002	Court Coordinator	$65,328.00	$66,520.00	$1,192.00
0003	Bailiff/ Interpreter	$40,870.00	$41,340.00	$470.00
0004	Assistant Court Coordinator	$47,660.00	$48,281.00	$621.00
			Total Increase Amount:	$2,283.00

2. Approval of 2010 intradepartmental transfer.
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-003-001-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:
Operating Budget will be reduced, pending intradepartmental transfer.

Attachments

Link: LIT
Link: Fiscal Note
Link: memo
Link: PARS
Link: Job Descriptions
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/15/2010 09:07 AM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 09:10 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/15/2010 12:31 PM	APRV

4	Auditor's Office	01/15/2010 05:00 PM	NEW
Form Started By: Sylvia Solis		Started On: 01/14/2010 12:46 PM	
Final Approval Date: 01/15/2010			

DATE: January 14, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 139th District Court

ACCOUNT NUMBER: 0-1100-412-00-003-001-0-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
890	OTHER	113	PERM F/T EMPLOYEES	2,100.00
890	OTHER	220	FICA	161.00
890	OTHER	230	RETIREMENT	200.00
890	OTHER	250	UNEMPLOYMENT COMP	11.00
			TOTAL	2,472.00

REASON:
Intradepartmental Transfer to fund 2010 salary increases for slot no.'s 0002, 0003, and 0004.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010

Agenda Item: 19453

Summary of request/proposal: 139th District Court is requesting approval to increase the budgeted salary of three (3) regular full time positions as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	Court Coordinator	0002	113	65,328.00	66,520.00	1,192.00
1100	Bailiff/Interpreter	0003	113	40,870.00	41,340.00	470.00
1100	Assistant Court Coordinator	0004	113	47,660.00	48,281.00	621.00
	Total:			153,858.00	156,141.00	2,283.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-003-001-0	113	139th DC -	PERM F/T EMPLOYEES	2,099.31
0-1100-412-00-003-001-0	211	139th DC -	HEALTH INSURANCE	-
0-1100-412-00-003-001-0	212	139th DC -	LIFE INSURANCE	-
0-1100-412-00-003-001-0	220	139th DC -	FICA	160.60
0-1100-412-00-003-001-0	230	139th DC -	RETIREMENT	199.85
0-1100-412-00-003-001-0	250	139th DC -	UNEMPLOYMENT COMP	10.50
0-1100-412-00-003-001-0	260	139th DC -	WORKER'S COMP	0.00
			2010 Budgetary Impact	2,470.26

2011 Budgetary Impact: $ 2,676.11

Possible Funding Sources: Operating Budget

Budget Office Recommendation:

IRMA GUZMAN
COURT COORDINATOR

J.R. GAITAN
BAILIFF/INTERPRETER

SYLVIA REYES
CRIMINAL COURT COORDINATOR

JESSIE C. SALAZAR
OFFICIAL COURT REPORTER

J.R. "BOBBY" FLORES
JUDGE, 139TH JUDICIAL DISTRICT OF TEXAS

HIDALGO COUNTY COURTHOUSE
100 NORTH CLOSNER, SECOND FLOOR
EDINBURG, TEXAS 78539
Tel: (956) 318-2260

MEMORANDUM

To : Raul Silguero, Jr., Budget Officer
Department of Budget & Management
Attn: Damaris San Miguel

From : Irma Guzman, 139th District Court

Date : January 8, 2010

Re : Salary Adjustments, Account #0-1100-412-00-003-001-0-xxx

* * * * * * * * * * * *

Attached are Personnel Adjustment Request Forms as requested by the Court. Per the current department budget, these salary increases can be taken from object #890, Other. Depending on fringes, these can also be taken from object 890 or, alternatively, object 584, Registration Fees.

If I can be of assistance to you, or if you have any questions concerning this matter, please do not hesitate to call on me.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139TH JUDICIAL DISTRICT COURT **DATE:** 01/05/2010

CURRENT POSITION TITLE: ~~COURT~~ BAILIFF / INTERPRETER **CURRENT SLOT. #:** 0003

REQUESTED POSITION TITLE: ~~COURT BAILIFF / INTERPRETER~~ PC
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 40,870.00 (Current Budgeted Salary) $ 41,340.00 (Proposed Budgeted Salary) $ 470.00 (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)

PER THE COURT

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

Salary increase requested by Judge Bobby Flores

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 1/4/10	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR Esther A. Cortez/mr sdfgsdfg	DATE 01.15.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☑ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 139TH JUDICIAL DISTRICT COURT **DATE:** 01/05/2010

CURRENT POSITION TITLE: COURT COORDINATOR **CURRENT SLOT. #:** 0002

REQUESTED POSITION TITLE: ~~COURT COORDINATOR~~ 2
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 65,328.00 (Current Budgeted Salary) $ 66,520.00 (Proposed Budgeted Salary) $ 1,192.00 (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)

PER THE COURT

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)

ADDITIONAL DUTIES: Explain reason for additional duties and attach list of additional duties.

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

Salary increase requested by Judge Bobby Flores

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	Bobby Flores 1/11/10				
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	Esther A. Cortez 1/15 ~~sdfgsdfg~~	01.15.10			
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	[signature]	01/15/2010			
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
DISTRICT COURT

Job Title: **Court Coordinator** **FLSA Status:** NON Exempt

Dept. Code: **001- 009** **Civil Service Status:** **Exempt**

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
DISTRICT COURT

Job Title: Bailiff - Interpreter **FLSA Status:** NON Exempt

Dept. Code: 001-009 **Civil Service Status:** Exempt

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;

- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;
- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 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 encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
DISTRICT COURT

Job Title: **Assistant Court Coordinator** **FLSA Status:** NON **Exempt**

Dept. Code: 001-009 **Civil Service Status:** **Exempt**

SUMMARY:
Under general direction of District Court Judge and Court Coordinator in performing duties such as answering telephone, preparing and maintaining the department budget, ordering supplies and preparing purchase requisitions, and preparing time sheets for each employee within the department.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Primary employee to answer telephone calls and assist individuals and/or redirect call to appropriate department, if necessary;
- Clerical work, (i.e., answering telephone, taking messages, assisting the general public with any questions, scheduling meetings, in-office filing, etc.);
- May assist Court Coordinator in scheduling court hearings;
- May assist Court Coordinator in making daily docket entries (from court hearings) on court files;
- May assist with the use of the respective jury room;
- May answer a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May prepare, maintains and administers the department budget;
- May order necessary equipment and supplies for the department, including preparing purchase requisitions;
- May maintain and prepares time sheets;
- May maintain inventory of equipment and supplies in department;
- May maintain filing within the department;
- Knowledge of automated court system;
- May act as back-up for Bailiff in obtaining files for daily docket;
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:

- High School diploma or GED
- One year administration experience in the legal system
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATIONS, LICENSES, REGISTRATIONS:

- None

OTHER SKILLS AND ABILITIES:

- Employee may be assigned other duties in addition to those 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-003-001-0

AI - 19453

139th DC

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER	78,750.00	290.00	79,040.00	0	0.00	0.00	79,040.00	78,750.00	1,020.00	0.00	0.00	0.00	0.00	79,770.00
								PROSPOSED ADJUSTMENT $1,192.00	**PROPOSED NEW BUDGETED SALARY $66,520.00**							
0002	**113**	**COURT COORDINATOR**	**65,327.85**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**65,327.85**~~	**65,238.00**	**540.00**	**0.00**	**0.00**	**0.00**	**0.00**	**65,868.00**
								PROSPOSED ADJUSTMENT $470.00	**PROPOSED NEW BUDGETED SALARY $41,340.00**							
0003	**113**	**BAILIFF/INTERPRETER**	**40,870.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**40,870.00**~~	**40,870.00**	**1,020.00**	**6,000.00**	**0.00**	**0.00**	**0.00**	**47,890.00**
								PROSPOSED ADJUSTMENT $621.00	**PROPOSED NEW BUDGETED SALARY $48,281.00**							
0004	**113**	**ASSISTANT COURT COORDINATOR**	**47,660.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	~~**47,660.00**~~	**47,660.00**	**780.00**	**0.00**	**0.00**	**0.00**	**0.00**	**48,440.00**
0005	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
			247,607.85	290.00	79,040.00		0.00	0.00	247,897.85	247,518.00	3,360.00	6,000.00	0.00	10,373.00	0.00	267,341.00

AI-19456 **12.B.**

449th DC - Salary Increases

CC REGULAR

Date:	01/19/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Judge Contreras
Department:	BUDGET & MANAGEMENT
Agenda Category:	District Courts

Information

CAPTION

449th District Court (1100):
1. Approval of salary increases for the following positions, effective next full pay period (02/01/10):

Slot No.	Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Total Increase
0003	Court Coordinator	$65,625.00	$68,000.00	$2,375.00
0004	Bailiff/Interpreter	$46,000.00	$48,000.00	$2,000.00
			Total Increase Amount:	$4,375.00

2. Approval of 2010 intradepartmental transfer.
3. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-412-00-011-001-0-XXX

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

BUDGETARY IMPACT:

Operating Budget will be reduced, pending intradepartmental transfer.

Attachments

Link: LIT
Link: Fiscal Note
Link: Job Descriptions
Link: PARS
Link: Revised salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	01/14/2010 02:29 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:31 PM	APRV

3	Rosalinda Cantu	Rosie Cantu	01/15/2010 11:39 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Sylvia Solis Started On: 01/14/2010 01:37 PM

Final Approval Date: 01/15/2010

DATE: January 14, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for 449th District Court

ACCOUNT NUMBER: 0-1100-412-00-011-001-0-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
890	OTHER	113	PERM F/T EMPLOYEES	4,023.00
890	OTHER	250	UNEMPLOYMENT COMP	21.00
890	OTHER	220	FICA	308.00
890	OTHER	230	RETIREMENT	64.00
664	OTHER MINOR EQUIPMENT	230	RETIREMENT	319.00
			TOTAL	4,735.00

REASON:
Intradepartmental Transfer to fund 2010 salary increases for slot no. 0003 & 0004.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

Hidalgo County Budget Office
FISCAL NOTE

•Fiscal notes are prepared by the Budget Office to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioners' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010

Agenda Item: 19456

Summary of request/proposal: 449th District Court is requesting approval to increase the budgeted salary of two (2) regular full time positions as follows:

Fund	Position	Slot#	Obj	Current Budgeted Salary	Salary Requested	Total Adjustment Requested
1100	Court Coordinator	0003	113	65,625.00	68,000.00	2,375.00
1100	Bailiff/Interpreter	0004	113	46,000.00	48,000.00	2,000.00
	Total:			111,625.00	116,000.00	4,375.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-412-00-011-001-0	113	449th DC	PERM F/T EMPLOYEES	4,022.99
0-1100-412-00-011-001-0	211	449th DC	HEALTH INSURANCE	-
0-1100-412-00-011-001-0	212	449th DC	LIFE INSURANCE	-
0-1100-412-00-011-001-0	220	449th DC	FICA	307.76
0-1100-412-00-011-001-0	230	449th DC	RETIREMENT	382.99
0-1100-412-00-011-001-0	250	449th DC	UNEMPLOYMENT COMP	20.11
0-1100-412-00-011-001-0	260	449th DC	WORKER'S COMP	0.00
			2010 Budgetary Impact	4,733.85

2011 Budgetary Impact: $ 5,128.34

Possible Funding Sources: Operating Budget

Budget Office Recommendation:

HIDALGO COUNTY
DISTRICT COURT

Job Title: **Bailiff - Interpreter** **FLSA Status:** NON **Exempt**

Dept. Code: 011 **Civil Service Status:** **Exempt**

SUMMARY:
The Bailiff is in charge of courtroom security and procedures, overseeing the maintenance of juries and witnesses, assisting judge, coordinator and District Clerk's office with courtroom clerical duties and acts as Spanish translator for the court.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Provides for the protection of the Judge during working hours. Ensures judge's safety against violent defendants and disgruntled spectators.
- Escorts persons found in contempt of court from the courtroom and holds them in custody until picked up by a deputy sheriff;
- May transport prisoners to and from courtroom;
- May perform security watch of prisoner(s) within the courtroom;
- Maintains order in the courtroom;
- May supply copies of jury lists and other resources to Judge and counsel;
- Instructs spectators, prospective jurors and jurors regarding their conduct in the courtroom;
- Escorts jurors to and from jury box and insures that all parties and counsel involved in a case are present before the proceedings begin;
- Meets with other bailiffs periodically regarding courthouse safety and security
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail;
- Assures that the courtroom is open and prepared for court sessions;
- Calls cases to be tried and calls witnesses to the stand;
- Acts as an escort to juries in deliberation and stands watch outside jury room during deliberation;
- Provides jurors with certificate of service.
- May pull court files for morning docket call and files away files after morning docket;
- May assist judge with docket entries in court files;
- May assist court coordinator by noting future hearings set during morning docket call;
- May supply copies of jury lists and other resources to the judge;

- May assist District Clerk's office by signing up defendants for plea bargains, stamp filing court documents and certifies court orders;
- May complete and review various court-related forms, assuring that the documents are complete, i.e., dates filled in, all necessary signatures obtained in appropriate places, etc.
- May conduct appropriate follow-up activities with defendants, including taking fingerprints, making copies of invoices, agreements and judgments and escorting defendants to jail
- The bailiff acts as the court's official translator;
- The bailiff interprets for Spanish speaking defendants, witnesses, and will translate documents in Spanish.
- Regular attendance
- Get along with co-workers

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High school diploma or general education degree (GED);
- At least 21 years of age with at least two (2) years experience in a courtroom, a court's clerk's office, or a law enforcement agency; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities
- Must have good computer skills
- Must be Bilingual (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- May be required to be TCLEOSE certified.
- May be required to be bondable.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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; stoop, kneel, and crouch.

The employee must occasionally lift and/or move over 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 encounter while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
- Maintain physical conditions appropriate to the performance of assigned duties and responsibilities, which may include the following:
- sitting for extended periods of time
- operating assigned office equipment

Maintain mental capacity, which permits:
- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
DISTRICT COURT

Job Title: **Court Coordinator** **FLSA Status:** NON**Exempt**

Dept. Code: 011 **Civil Service Status:** **Exempt**

SUMMARY:
Under general direction of District Court Judge in performing administrative duties such as directly supervising Assistant Court Coordinator, Court Reporter and Bailiff and interviews, hires and trains employees. Also, plans, assigns and directs work; appraises performance; rewards and disciplines employees and addresses complaints and resolves problems.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- May schedules court hearings and prepare court orders;
- May attend daily court hearings and takes notes on each case;
- May makes daily docket entries (from court hearings) on court files;
- May arranges for substitute court reporters;
- May answers a variety of questions from the public, via telephone and/or in person. Assists the public directly when possible and refers them to another office if appropriate;
- May makes arrangements for Judge to attend seminars such as registration for seminar and hotel and airline reservations;
- May acts as liaison between Judge and counsel;
- May take dictation and prepares correspondence to counsel;
- May review files and makes sure case is set for a hearing, trial, etc. (makes sure case is moving along smoothly);
- May interview, hire, fire, and train employees with Judge's approval
- May plan, assign and direct work;
- May appraises performance and rewards and disciplines employees;
- May address employees' complaints and resolves problems;
- May be responsible for assisting the jury system, requesting juries, including excusing juror when they are assigned to court;
- May arrange for substitute court reporter and bailiffs as required;
- May maintain awareness of new developments in court administration, nationally and locally and maintain special materials and files relating to records, rules of procedure and other items related to court activity;
- May administer and maintain the department's budget;
- May work closely with the Sheriff's Department with regard to jail list status and/or requesting inmates;
- May perform clerical work, (i.e. answering telephone, taking messages, assisting the general public with any questions, dictation, transcribing, shorthand, typing, scheduling meetings, in-office filing, etc.);

- May keep the Judge's personal calendar up to date;
- May perform administrative work with regard to seminars for Judge and/or any other staff member and complying with deadlines;
- May supervise the purchasing requisition forms, authorize purchases, review time sheets, and keep personnel files of employees up to date;
- May answer a variety of questions from the public. Assists them directly when possible and/or refers them to another office, if appropriate;
- May supervise the inventory of supplies and equipment for the court;
- May schedule meetings with and for the Judge and any other task assigned by the Judge;
- When requested, may perform various tasks (Research-case law, Rules, assists with speeches for certain topics, etc.)
- Regular attendance
- Get along with co-workers

SUPERVISORY RESPONSIBILITIES:
Directly supervises Assistant Court Coordinator, Court Reporter and Bailiff. Responsibilities include interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed 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 EXPERIENCE:
- High School Diploma or GED
- Three (3) years of administrative experience in the criminal justice or the legal system.
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- None

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those 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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually moderate.

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

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

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449th District Court

DATE: 12-29-09

CURRENT POSITION TITLE: Court Coordinator

CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 65,625.00 (Current Budgeted Salary) $ 68,000.00 (Proposed Budgeted Salary) $ 2,375.00 (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)

I have seen professional growth, ambition, dedication, and loyalty to this court and our County.

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.	DEPARTMENT HEAD	12.29.09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	E. Cortez/RPR HUMAN RESOURCES DIRECTOR	01.14.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/13/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 449th District Court

DATE: 12-29-09

CURRENT POSITION TITLE: BAILIFF / INTERPRETER

CURRENT SLOT. #: 0004

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 46,000.00 (Current Budgeted Salary) $ 48,000.00 (Proposed Budgeted Salary) $ 2,000.00 (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)

I have seen professional growth, ambition, dedication, and loyalty to this Court and our county.

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.	DEPARTMENT HEAD	12.29.09 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR E. Cortez /sfn	01.14.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/13/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

1100-412-00-011-001-0

AI# 19456

449th District Court

Slot	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY	2009 ACTUAL SALARY	Other Allowances					2009 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	DISTRICT JUDGE	15,000.00	0.00	0.00	0.00%	0.00	0.00	15,000.00	15,000.00	0.00	0.00	0.00	10,373.00	0.00	25,373.00
0002	113	COURT REPORTER	73,500.00	1,500.00	75,000.00	0.00%	0.00	0.00	75,000.00	73,500.00	0.00	0.00	0.00	0.00	0.00	73,500.00
0003	113	COURT COORDINATOR	65,625.00	0.00	0.00	0.00%	0.00	2,375.00	68,000.00	60,000.00	0.00	0.00	0.00	0.00	0.00	60,000.00
0004	113	BAILIFF/INTERPRETER	46,000.00	0.00	0.00	0.00%	0.00	2,000.00	48,000.00	46,000.00	360.00	6,000.00	0.00	0.00	0.00	52,360.00
0005	113	ASSISTANT COURT COORDINATOR	45,000.00	0.00	0.00	0.00%	0.00	0.00	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00
			245,125.00	1,500.00	75,000.00		0.00	4,375.00	251,000.00	239,500.00	360.00	6,000.00	0.00	10,373.00	0.00	256,233.00

Approval to increase salary to slot# 0003 & 0004. Pending Comm. Court approval

AI-19374 **14.A.**

Delete Cell Phone Service

CC REGULAR

Date:	01/19/2010
Submitted By:	Griselda Salazar, IT DEPARTMENT
Submitted For:	Renan Ramirez
Department:	IT DEPARTMENT
Agenda Category:	IT Department

Information

CAPTION

Safety Division:

1. Authorization to delete cellular phone service through the County's membership/participation with CONTRACT: C-09231-09-22 for 956-313-9811 with awarded vendor HEB WIRELESS for the following:

Quantity:	Description:	Department:	Employee	Cell Phone Number
1	UT Starcomm CDM7025	Safety Division	Mario Martinez	956-313-9811

2. Approval of the attached application for cell phone service request under the county's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-50-115-059-0-532

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

BUDGETARY IMPACT:

No funding required. Deleting cell phone service.

Attachments

Link: cell phone request form

Link: memo

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/12/2010 02:25 PM	APRV
2	Erika Zamora	Erika Zamora	01/15/2010 01:32 PM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Griselda Salazar

Started On: 01/12/2010 10:48 AM

Final Approval Date: 01/15/2010

CELLULAR PHONE REQUEST FORM - W.1.3

HIDALGO COUNTY, TEXAS

(1) Type of Request:

☐ County Owned Department Assigned Cellular Service

☐ Equipment Replacement

☑ Delete Service

COUNTY OWNED / ASSIGNED CELL PHONE :

(2) Requesting employee Mario Martinez -956-313-9811 Signature _____

Quantity: 1

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

Service: $ _____ / mo (x) ____ months = $0.00 Account: _____ **-619/664**

Requisition Total: $0.00 **Requisition Number:** _____

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

_____ Roy Quintanilla 1-12-10

Signature Print Name Date

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

_____ _____ _____

Signature Print Name Date

(5) IT DEPARTMENT ONLY:

Service Type Codes: **POCKET $25 Month Plan / Unlimited Talk, Text & US Long Distance**

Commissioner's Court Action: **Commissioner's Court Date:** _____

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

Current County cell phone policy stipulates that employees that have cell phones assigned to them will be taxed the value of the service. Please see the following IRS document for more information: http://www.irs.gov/govt/fslg/article/0,,id=167154,00.html, EXAMPLE 2.

Revised: 12/07/2009

The County of Hidalgo, Texas
Safety Division
P.O. Box 1356
Edinburg, Texas 78539

To: Mr. Renan Ramirez
Information and Technology Director

From: Roy Quintanilha
Safety Director

Date: January 8, 2010

Ref: Cancelation of Cellular Telephone

Safety Officer Mario Martinez has chosen not to accept and use a County issued Cellular Telephone. The phone was in process of being activated and has not yet been picked up by Mr. Martinez. If phone has been activated, we ask that it be terminated effective today, January 8, 2010. Please remove this number from our account immediately after receipt.

The Safety Officer will be using his personal cellular telephone.

cc: Mr. Valde Guerra, Executive Officer for Commissioners Court

ENCS: Affidavit

AI-19447 **15.A.**

Program amendment - City of Palmview (Pct. 3)

CC REGULAR

Date:	01/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 3 is requesting approval to extend the Interlocal Agreement with City of Palmview for the overlay of streets in the Tierra Linda Subdivision to February 26, 2010. The original agreement expired December 30, 2009. Due to increment weather and holidays, the project has not been completed.

BACKGROUND

The Interlocal Agreement was approved in Hidalgo County Commissioners' Court on November 24, 2009 with terms to complete the project on December 30, 2009. Scarce staff due to holidays and rain have hindered the progress of the project. The extension will allow for increment weather and unforeseen events.

Fiscal Impact

FISCAL YEAR:

ACCT. #: Urban County Funds

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

For extension only. Urban County will utilize Year 20 (2007) and Year 22 (2009) Precinct 3 Street Improvements funds for the purchase of all road materials/supplies.

Attachments

Link: Palmview amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/14/2010 11:09 AM	APRV
2	Perla Lopez	Perla Lopez	01/14/2010 11:22 AM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Estella Webber — Started On: 01/14/2010 10:43 AM

Final Approval Date: 01/15/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDED

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

This Agreement is made on this the _____ day of _____, **2010**, by and between the **CITY OF PALMVIEW, TEXAS,** hereinafter referred to as "Palmview" and the **COUNTY OF HIDALGO – PRECINCT NO. 3, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

5. **Palmview and County shall** coordinate work schedules in order to provide for minimal disruption of traffic and operation of the Streets and will use their best efforts to complete the project no later than February 26, 2010.

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

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

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

9. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is a conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provision of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the times such conflict exists.

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

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

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

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Palmview:	City of Palmview Attention: Mayor Jorge Garcia 400 West Veterans Blvd. Palmview, Texas 78572
If to County:	Hidalgo County, Texas Attention: Rene Ramirez, Interim County Judge P.O. Box 758 Edinburg, Texas 78540-0758
With copy to:	Joe M. Flores, Commissioner, Precinct No. 3 P.O. Box 607 Mission, Texas 78573

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

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

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

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

17. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Agreement by each of the parties hereto have been duly authorized by all necessary laws, resolutions, ordinances, or governing body action, and this Agreement constitutes the valid and enforceable obligations of the parties hereto in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for government services or functions, and will pay for such services out of revenues as identified in this Agreement.

21. **Commitment of Current Revenues Only.** In the event that, during any term hereof the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, that any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of each party hereto pursuant to the provision of Tex. Loc. Govt. Code Ann.§271.903.

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

CITY OF PALMVIEW

_____
Jorge Garcia, Mayor

ATTEST:

_____
Johnn Alaniz, City Manager

HIDALGO COUNTY

_____
Rene Ramirez, Interim Hidalgo County Judge

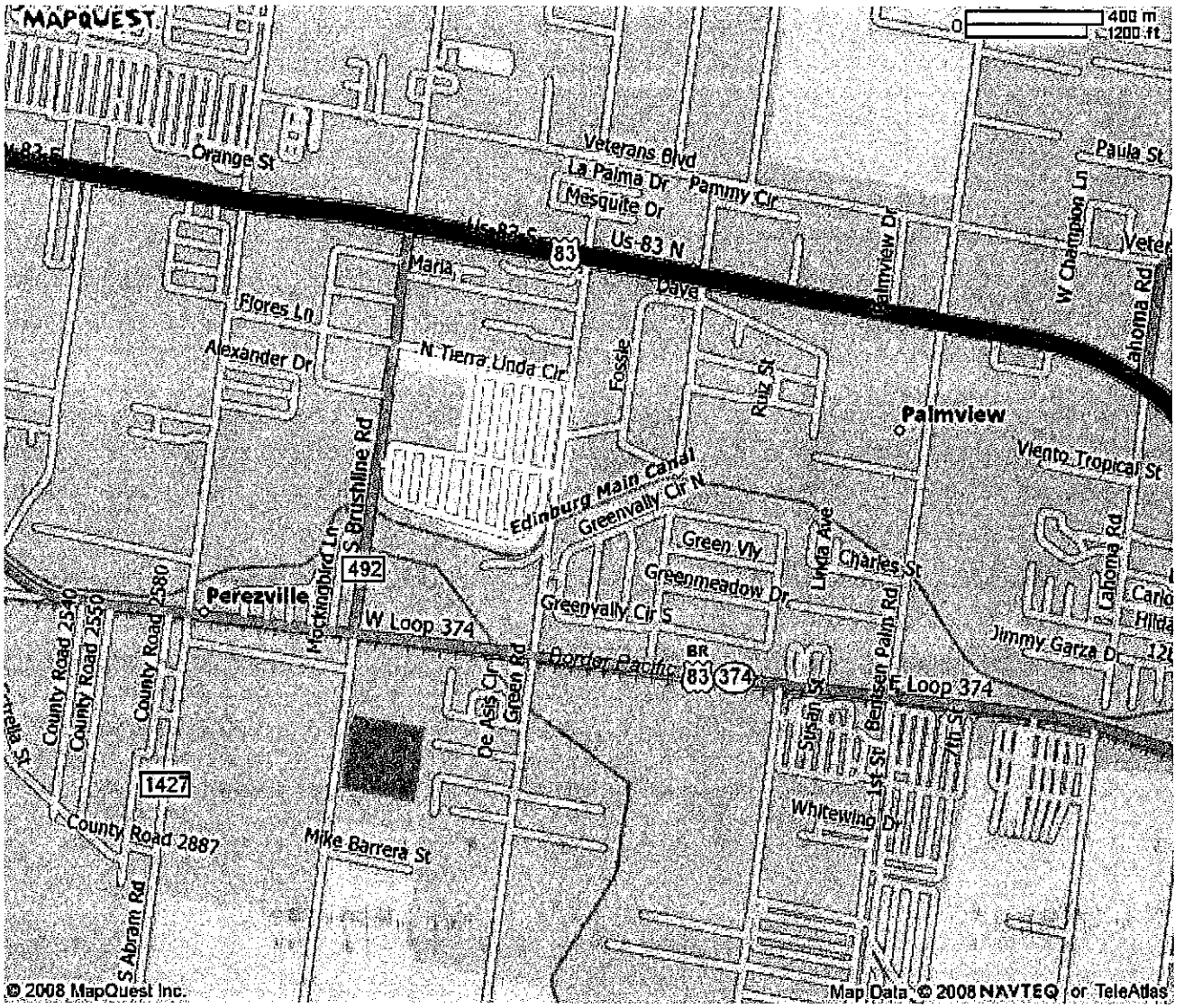
ATTEST:

_____
Arturo Guajardo Jr., County Clerk

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

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

Exhibit "A"



City of Palmview – Street Improvements
Tierra Linda Subdivision Streets

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

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

AI-19386 **15.B.**

Material testing services - Pct. #1

CC REGULAR

Date:	01/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program is requesting approval of a best and final negotiated contract with L & G Engineering Laboratory, in the amount of $9,085.00 utilizing Year 22 (2009) funds for Material Testing Services for Mile 2 2/3 (also known as Saenz Street) a Street Improvements Project for the Hidalgo County Precinct No. 1 included in the Annual Workplan.

BACKGROUND

L & G Engineering Laboratory has submitted a best and final offer for material testing services for the geotechnical testing required for street improvements to Mile 2 /3 (also known as Saenz Street), within the Hidalgo County Precinct No. 1 boundaries. L & G Engineering Laboratory was the highest rated firm by Commissioner's Court. Contract approval in the amount of $9,085.00 is being requested. See attached scope of services.

Contract Amount: $ 9,085.00
Funds Available: $ 371,594.92 (FY 22- 2009)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 22 (2009) Precinct #1 Street Improvements funds for this project.

Attachments

Link: project testing svcs

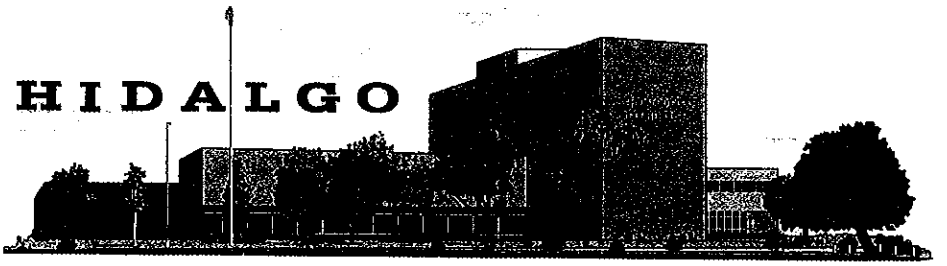
Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 08:50 AM	APRV
2	Perla Lopez	Perla Lopez	01/13/2010 09:41 AM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Estella Webber — Started On: 01/12/2010 03:08 PM

Final Approval Date: 01/15/2010

COUNTY of HIDALGO



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

December 10, 2009

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

Re: Proposal for Geotechnical Engineering Services
Street Improvements 2009 – Saenz Ave. AKA Mile 2 3/5. ggarcia

Dear Mrs. Garcia:

Pct. 1 is requesting approval of the proposal for geotechnical engineering services provided by L&G Engineering Laboratory in the amount of $9,085.00 for CDBG Year 22 (2009) Street Improvement Project.

Pct. 1 is requesting approval of the item be placed on the December 22, 2009 Hidalgo County Commissioners Court Agenda.

If you need additional information, please contact Juan J. Ybarra, Pct. 1 CDBG Coordinator at (956) 968-8733.

Sincerely,

Lorie Ochoa

Dr. Lorie Ochoa
Chief Administrator
Hidalgo County, Pct. #1

THE COUNTY OF HIDALGO TEXAS

CONTRACT AGREEMENT FOR MATERIAL TESTING SERVICES

BETWEEN

COUNTY OF HIDALGO- URBAN COUNTY PROGRAM

and

L & G Engineering Laboratory

PREPARED ON (1-11-2010)

For

MATERIALS TESTING SERVICES

(PRECINCT NO. 1 – Year 22 (2009)
MILE 2 2/3 (AKA SAENZ STREET) IMP.

CONTRACT AGREEMENT
FOR
MATERIALS TESTING SERVICES
(PRECINCT NO. – YEAR 22 (2009)
MILE 2 2/3 (AKA SAENZ STREET) STREET IMP.

HIDALGO COUNTY-URBAN COUNTY PROGRAM

STATE OF TEXAS
COUNTY OF HIDALGO

PART I – PARTIES AND SERVICES

This agreement is made on **January 19th**, in the year **2010**, between **County of Hidalgo-Urban County Program**, hereinafter called the **Client**, and **L & G Engineering Laboratory** hereinafter called the **Laboratory**, for **Materials Testing Services**, hereinafter called the **Services**.

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

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

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

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

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

d. The **Laboratory** shall give the United States Department of Housing and Urban Development, the Inspector General, the Comptroller General of

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

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

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

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

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

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

of this Section.

PART II – FEES

The fees for **Services** rendered shall be in accordance with the attached Attachment B, entitled **"Schedule of Fees for Professional Services."**

PART III – TERMS AND CONDITIONS

ARTICLE 1. SERVICES – LABORATORY SHALL:

1.0 Perform Geotechnical & Construction Material Testing Services for Hidalgo County –Urban County Program as identified in Attachment A "Scope of Services".

1.1 Act for the **Client** in a professional manner, using the degree of care and skill ordinarily exercised by, and consistent with the standards of the Profession.

1.2 Provide only those **Services** that, in the opinion of the **Laboratory**, lie within the technical and professional area of expertise of the **Laboratory** and which **Laboratory** is adequately staffed and equipped to perform.

1.3 Perform all technical services under the general direction of a Licensed Professional Engineer registered in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards as designated by the **Client.**

1.4 Promptly submit all formal construction materials test reports for all tests, observations and services performed indicating where applicable, compliance with project specifications or other documents. Such reports shall be complete and factual. Such reports shall cite the test performed, methodology employed, test values obtained, and locations where tests were preformed.

1.5 Promptly submit formal geotechnical reports for geotechnical explorations requested by the **Client.** Such reports shall contain a site plan with the boring locations indicated, boring logs, a report of the results of laboratory testing, and contain design recommendations pertaining to the planned construction.

1.6 Employ testing equipment and machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and submit upon request by the Client, documentation of such calibration.

1.7 Report Distribution and Ownership

1.7.1 Laboratory will consider all reports to be the confidential property of the **Client**, and will distribute reports only to those persons, organizations or agencies as designated in writing by the **Client** and its authorized representative.

1.7.2 **Client** acknowledges the **Laboratory's** documents as instruments of Professional service. Nevertheless, the plans and specifications prepared under this agreement shall become the property of the **Client** upon completion of the work and payment will be made in full of all monies due to the **Laboratory**. The **Client** shall not re-use or make any modification to the reports without prior written authorization of the **Laboratory**. Any unauthorized use reuse of the documents will be at the **Client's** sole risk.

1.8 **Laboratory** will retain all pertinent records relating to services performed for a period of 5 years following submission of all reports, during which period the records will be made available to the **Client** within a reasonable time.

ARTICLE 2. CLIENT'S RESPONSIBILITIES-Client or its authorized representative shall:

2.1 Provide the **Laboratory** with all the plans, specifications, addenda's change orders, approved shop drawings and other information for the proper performance of the **Laboratory**.

2.2 Designate in writing those persons or firms who are authorized to receive copies of **Laboratory's** inspection and test reports.

2.3 Advise **Laboratory** sufficiently in advance of any operations so as to allow for assignment of personnel by the Laboratory for completion of the required service. Such advance notice shall be in accordance with that established by mutual agreement of the **Client** and **Laboratory**.

2.4 Direct any Contractor where testing is to take place, either by construction contract or direct written order to:

(a) Secure and deliver to **Laboratory**, at no cost to **Laboratory**, preliminary representative samples of materials it proposes to use which require laboratory testing.

(b) Furnish such casual labor and all facilities needed by the Laboratory to obtain and handle samples at the testing site and to facilitate the specified inspection of tests.

(c) Provide and maintain for the use of the **Laboratory**, adequate space at the material testing site for safe and secure storage and proper curing of test specimens that must remain on the project site prior to laboratory testing.

ARTICLE 3. GENERAL CONDITIONS

3.1 **Laboratory**, by the performance of services covered hereunder, does not in any way assume, abridge or abrogate any of those duties, responsibilities or authorities with regard to construction materials testing customarily vested in applicable project architects or engineers, or any other design professionals, agencies or authorities.

3.2 **Laboratory** shall not be responsible for acts of omissions of any party or parties involved in the design of any project where material testing is to take place or the failure of any Contractor or Subcontractor to construct any aspect of such project in accordance with recommendations contained in any correspondence or verbal recommendation issued by **Laboratory**.

3.3 **Laboratory** is not authorized to revoke, alter or relax, enlarge or release any requirements of the Client's specifications or other documents nor to approve or accept any portion of the work, unless specifically authorized in writing by Client or his authorized representative. **Laboratory** shall not have the right of rejection or the right to stop the work, except for such periods as may be required to conduct sampling, testing, or inspection of operations covered by the **Agreement**.

3.4 Either party may terminate this **Agreement** on thirty (30) days written notice or by mutual agreement. If this **Agreement** is terminated by either party, **Laboratory** shall be paid in full for all services performed through the termination date, and the **Client** shall be provided with a complete report of the results of tests and analysis conducted prior to termination of **Agreement**.

3.5 Neither **Client** nor **Laboratory** may delegate, assign, sublet or transfer his duties or interest in this Agreement without the written consent the other party.

3.6 The only warranty made by **Laboratory** in connection with its service performed hereunder is that it will use the degree of care and skill as set in Article I above. No other warranty, expressed or implied, is made or intended for services provided hereunder or furnishing oral or written reports of findings made.

3.7 Successors and Assigns.

3.7.1 **Client** and **Laboratory** each binds themselves and their partners, successors, executors, administrators, assign legal representative to the other party to this **Agreement** and to the partners, successors, executors, administrator, assigns and legal representative of such other party in respect to all covenants, agreements, and obligations of this **Agreement**.

3.7.2 Neither **Client** or **Laboratory** shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this **Agreement** without the written consent of the other except as stated in paragraph 3.7.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an Assignment, no assignment will release or discharge the assignor from any duty or responsibility under this **Agreement**. Nothing contained in this Paragraph shall prevent **Laboratory** from employing such independent Consultants, associates and subcontractors, as he may deem appropriate to assist him in the performance of services hereunder.

3.7.3 Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the **Client** and **Laboratory**.

3.8 Non Binding Mediation

3.8.1 In the event of a dispute or claim between **Laboratory** and **Client** arising out of or related to this Agreement, both parties agree to submit to a Non-Binding Mediation with the hope of achieving a satisfactory resolution prior to proceeding with formal litigation processes, including the filing of claims against parties (unless a failure to file causes waiver or loss of rights or subsequent action).

3.8.2 Such Non-Binding Mediation shall be conducted by a mediator and rules agreed to by both parties. Both parties shall mediate through a selected and mutually agreed to senior representative of each respective party.

3.8.3 Both the **Laboratory and Client** will bind their respective consultants, contractors, vendors, fabricators, and suppliers involved in this Project to contracts which will provide similar Non-Binding Mediation as the primary dispute resolution method to other agreements.

3.9 Indemnity

3.9.1 The Owner will require the Laboratory, in connection with work produced under this agreement, to hold harmless and indemnify the Client, and each of its officers, agents and employees, from any and all liability claims, losses, or damage arising out of or alleged to arise from Laboratory's negligence in the performance of the work described in this agreement.

ARTICLE 4. INSURANCE

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

4.1 Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to Hidalgo County-Urban County Program.

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

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

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

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

4.6 Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000.00) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

ARTICLE 5. PAYMENTS:

5.1 **Client** will pay **Laboratory** for Services rendered while work is in progress as executed through a lump sum fee For each **Request for Payment**, the **Laboratory** shall prepare and submit to the **Client** monthly progress reports in sufficient detail to support the progress of the work done.

ARTICLE 6. EXTENT OF AGREEMENT:

6.0 After execution of this **Agreement**, the **Laboratory** shall proceed with work, only as authorized by the **Client** through a formal **NOTICE TO PROCEED**.

6.1 The **Agreement**, including these terms and conditions, represents the entire agreement between the **Client** and **Laboratory** and supercedes all prior negotiations, representations or agreements, written or oral. The **Agreement** may be amended only by written instrument signed by **Client** and **Laboratory**.

6.2 The **Agreement** shall remain in force for the duration of the project from the date this agreement is signed by all parties.

ARTICLE 7. APPLICABLE LAW:

7.1 The laws of the State of Texas shall govern the **Agreement**. Venue shall be in County of Hidalgo.

ARTICLE 8. ATTORNEY FEES:

8.1 In the unlikely event that a dispute occurs and is litigated, or a cause of action in the law or equity is filed concerning the operation, construction interpretation or enforcement of this agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including but not limited to court costs, deposition fees, and expert witness fees, out of pocket expenses and travel expenses which are incurred by the prevailing party.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

LABORATORY:

Jacinto Garza, P.E. President/CEO

L & Engineering Laboratory
2100 West Expressway 83
Mercedes, Texas 78570

CLIENT:

Diana R. Serna, UCP Director

Hidalgo County-Urban County Program
1916 Tesoro Blvd.
Pharr, TX 78577

APPROVED AS TO FORM:

BY: STEVE CRAIN- ATLAS & HALL
DATE: : 2-19-2008

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

Proposal No.: GLP09019
December 9, 2009

Mr. Juan J. Ybarra, Jr.
CDBG Coordinator
Hidalgo County Pct. No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596

RE: Proposal for Geotechnical Engineering Services
Hidalgo Co. Pct. 1 – Saenz Street Geotechnical Study-Flexible Pavement Design

L&G Engineering Laboratory, LLC (L&G) is pleased to submit this cost proposal to provide geotechnical engineering services for the above referenced project. We are presenting this letter and cost estimate to confirm our understanding of this project and providing a description of the tasks to be performed. The broad objectives of our study will be to determine subsurface conditions for use by others in completing the facility design of the above referenced project. Described in this proposal are:

- Our understanding of pertinent project characteristics
- Our proposed scope for field and laboratory study
- Our proposed scope for engineering evaluation and reporting
- Our tentative project schedule
- Our project lump sum fee

Drilling Services

Based on contact between representatives of **Hidalgo County Pct. 1** Inc and **L&G** we are proposing the drilling and sampling subsurface materials as follows:

Saenz Street– Four (4) Seven (7) foot borings

Upon receipt of a vicinity map indicating the general site locations, L&G will stake the boring locations and provide utility clearances prior to performing the field exploration portion of the project. The borings will be advanced to the specified depths and in-situ soil testing will be performed in general accordance with ASTM D 1586 procedures. The soil will be sampled to verify subsurface materials and strata changes. The drilling depths will be based on topographic conditions at the time of our drilling operations.

Unless requested, the client will be responsible for obtaining any necessary permits or authorization to egress areas (right of entry) where the borings are to be drilled.

All samples will be removed from the sample apparatus during drilling operations. One of our geologists or engineering technicians (logger) will conduct various field tests on

the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory.

Drilling services will also include a 24-hour water level reading at each boring location, which may require piezometers be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If there are insufficient soil cuttings available, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

This proposal ***does not*** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to regrade the site to gain access to the boring locations;
- Regrading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

We will notify you should these services become necessary for us to complete our field exploration activities. We can arrange to provide for these services as part of our project scope, should you authorize us to do so.

Laboratory Testing Services

As requested, geotechnical laboratory testing on structural borings is included as part of the scope of services for this project. Geotechnical engineering laboratory tests will be performed on the samples recovered during the field study to evaluate their physical and engineering properties. Testing may include several of the following test procedures:

- Atterberg Limits (ASTM D4318). This procedure will be used to aid in the classifying of the soil and to provide information on the potential vertical rise and contraction of the soil.

- Grain Size Analysis (ASTM D422). This procedure will be used to aid in the classifying of the soil. Testing will be dependent of the type of soil and can vary from a single sieve to a nest of sieves. A No. 200 sieve will be used for fine grained material as well as for cohesive soils

- Unconfined Compression (ASTM D2166). This procedure covers the determination of the unconfined compressive strength of cohesive soil in the undisturbed, remolded, or compacted condition, using strain controlled application of the axial load and will provide an indication of the soil strength and compressibility. This procedure also determines the natural density of the soil which will be used in soils classification and evaluation of the soil consistency and strength.

- Laboratory Determination of Water (moisture) in Soil and Rock by Mass (ASTM D2216). This procedure will aid in determining the in-situ moisture of the soil to be able to evaluate the potential vertical rise and contraction of the soil.
- One Dimensional Consolidation Properties of Soil (ASTM D 2435) (Method A) This procedure will the magnitude and rate of consolidation of soil when it is restrained laterally and drained axially while subjected to controlled stress loading.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of our study. The findings and conclusions derived from our analyses will be presented in a written engineering report (four copies), which will be prepared by one of our engineers, who specializes in geotechnical engineering and is familiar with the local conditions. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples at the structural boring locations and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Flexible Pavement Design Recommendations
- Additional considerations and recommendations where applicable

Our report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

Schedule

Based on the requested services, we estimate that the drilling operations will take approximately one (1) day to complete. We anticipate that drilling operations can begin within two (2) to four (4) days following notice to proceed, staking of the borings, and utility clearances (with site and weather conditions permitting). The report and engineering analyses should be completed within two (2) weeks after completion of the drilling operations.

Lump Sum Cost

The total lump sum cost for the study outlined herein is **$9085.00.** This lump sum cost includes personnel time for field exploration and laboratory testing and report preparation. Should unusual subsurface conditions be encountered in the field that indicates the desirability of significantly broadening the scope of the study, we will contact you to receive written authorization before proceeding with any additional work.

Is should be noted that our study scopes (and project costs) do not include plan review or earthwork and foundation excavation observations during the construction of the project. However, plan review and construction observations costs should be included in the project budget.

Acceptance

We appreciate the opportunity to submit this proposal and look forward to working with you in the development of this project, which will be carried out in accordance with this letter and the following attachments:

Attachment	Description
I	Fees
II	Terms and Conditions

Please return one signed copy of this letter proposal and provide written authorization for our firm to begin work on the services outlined herein. Our invoices are due and payable upon receipt at 2100 W. Expressway 83 Mercedes, Texas 78570.

L&G Engineering Laboratory, L.L.C. considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed and shall not be duplicated or used in whole or in part of any purpose other than to evaluate this proposal.

Respectfully Submitted,
L&G Engineering Laboratory, L.L.C.

Ricardo A. Gil
General Manager

Attachments I-Fees
II-Terms and Conditions

_____
Jacinto Garza, P.E., President/CEO

Accepted By_____
(Signature)

_____
Date

_____
(Typed or Printed Name)

_____
(Title)

_____
(Date)

ATTACHMENT "I" - FEE SCHEDULE

Geotechnical Engineering - Geotechnical Report (including Flexible Pavement Design)

L&G ENGINEERING LABORATORY, LLC

		Saenz St. Hidalgo County Pct. 1 Limits: 1350' from Business 83, North to Outfall Ditch	MANHOURS Senior Project Manager	Senior Project Engineer	Geotechnical Engineer	EIT	Technician (CADD)	Admin/ Clerical	Total
	TASK								
	1	Collect & Evaluate Existing Soil Data				2			2
	2	Prepare Exhibits (Location Map, Soil Conservation Map, etc)				1	2		3
	3	Review & Compile Exploratory Results			1	1			2
	4	Create Boring Logs and Soil Profile			1	2	2		5
	5	Determine Strength Parameters for FPS Analysis			2	2			4
	6	Evaluate Traffic Analysis for FPS Run		1		1			2
	7	Design Pavement Structure with FPS (Multiple Alternatives)		2	1	6			9
	8	Triaxial Check			1	2			3
	9	Determine Potential Vertical Rise			1	2			3
	10	Recommendations for Soil Stabilization			1	1			2
	11	Value Engineering		1	1				2
	12	Flexible Pavement Design Report		1	1	4			6
	13	Geotechnial Report and Summary (Final Package)	1	2	2	6		2	13
	14	Meeting and Coordination	3	1					4
		Subtotal	**4**	**8**	**12**	**30**	**4**	**2**	**60**
Labor Hours			**4**	**8**	**12**	**30**	**4**	**2**	**60**
Contract Rates			$ 145.00	$ 125.00	$ 125.00	$ 90.00	$ 37.50	$ 37.50	
Total Labor Costs			**$ 580.00**	**$ 1,000.00**	**$ 1,500.00**	**$ 2,700.00**	**$ 150.00**	**$ 75.00**	**$ 6,005.00**

LINE ITEM EXPENSES

Printing Reproduction	$ 50.00
Drilling & Testing (See Page 2 of 2)	$ 3,030.00
Total Expenses	**$ 3,080.00**
L&G Engineering Laboratory Total Cost	**$ 9,085.00**

Attachment "I"
Geotechnical Field and Laboratory Services
Saenz St. (Hidalgo County Pct. 1)

	SERVICES		UNITS	UNITS	UNIT COST	TOTAL COST
I.	**Project Management / Review**					
	A. Principal / Project Manager / Review		Hours		$ 145.00	$ -
	B. Senior Project Engineer (Staff)		Hours	1	$ 125.00	$ 125.00
	C. Typing and Clerical (Report)		Hours		$ 37.50	$ -
	D. Lodging		Day			
	E. Mileage		Mile			
	F. Air Travel		Trip			
II.	**Utility Clearances / Boring Locates**					
	A. Technician (Locate Borings)(Util Clr)		Hours	2	$ 42.00	$ 84.00
	B. Staff Engineer/Geologist/Scientist		Hours			
	C. Rebar (stakes with impalement covers)		Cost +12.5%			
	D. Vehicle Charge		Mile			
	E. Mileage		Mile	30	$ 0.500	$ 15.00
III.	**Field Exploration**					
A	Mobilization/Demobilization		Day	1	$ 250.00	$ 250.00
B	Field Exploration					
	1. Soil Boring/Solid Stem w SPT Testing		Feet	28	$ 18.00	$ 504.00
	2. Texas Cone Penetration Tests		Ea.	0	$ -	$ -
	3. Field Logger / Engineering Tech		Hour	4	$ 37.50	$ 150.00
	4. 24 Hr. Water Level Observations		Hour	2	$ 37.50	$ 75.00
	5. Piezometers		Each	0	$ -	$ -
	6. Vehicle Charge (Support Vehicle)		Mile	60	$ 2.00	$ 120.00
	7. Vehicle Charge (Logger)		Mile	90	$ 0.50	$ 45.00
IV	**Engineering Data Analysis / Report**					
	1. Engineering Spec. (Soil Classification)		Hours	1	$ 90.00	$ 90.00
	2. Engineering Spec. (Logs & Summaries)		Hours	1	$ 90.00	$ 90.00
	3. Moisture Content		Ea.	12	$ 8.50	$ 102.00
	4. Atterberg Limits		Ea.	8	$ 65.00	$ 520.00
	5. -200 Determination		Ea.	8	$ 60.00	$ 480.00
	6. Consolidation Tests		Ea.		$ 475.00	$ -
	7. Unconfined Compression Testing		Ea.		$ 50.00	$ -
	8. Soil Sulfate Testing		Ea.	4	$ 95.00	$ 380.00
	Project Total					$ 3,030.00

ATTACHMENT II

L&G ENGINNERING LABORATORY

STANDARD TERMS AND CONDITIONS

1. L&G Engineering Laboratory (L&G) is being engaged by the CLIENT to render professional services involving the condition of various building, site, and/or environmental materials, which may contain or be contaminated by hazardous materials and asbestos containing materials (ACM). L&G will be compensated largely on the basis of the time required in rendering these professional services---not on the basis of potential legal liabilities created by any risks associated from the hazardous materials and ACM.

2. L&G will perform its services in accordance with the standard of care and diligence normally practiced by recognized professional firms in performing services of a similar nature, in the same locality, under similar circumstances. L&G makes no other warranties or guarantees, expressed or implied.

3. CLIENT will provide right-of-entry to the buildings and sites which are the subjects of L&G's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site.

4. The CLIENT will be responsible for providing the location of all underground utilities and other structures in the vicinity of our borings. We cannot accept responsibility and will not be liable for penetrating any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT or utility agency.

5. If materials are encountered in the field which are judged to be potentially hazardous or a danger to our personnel, all field work will cease and the CLIENT will be notified. Subsequent work on the project will then be conducted only with specific additional authorization from the CLIENT and will be charged at appropriate revised unit rates. The scope of work and cost estimate does not include removal of any waste or cutting from the site. Such materials will be containerized and left at the site.

6. The scope of work and cost estimate does not include removal of any waste or drill cuttings from the site. The results of sample analysis or other information will be used to judge the nature of materials left on site. If this information indicates the materials are hazardous or potentially hazardous, and if CLIENT does not wish the waste or drill cuttings to be left on site, L&G will have such materials transported to a licensed facility for final disposal using a manifest signed by the CLIENT as generator. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said materials.

7. All samples obtained at the site will be managed by L&G. L&G will retain preservable samples and the residues from testing for 30 days after submission of its report, after which time the samples and residues will be disposed of.

   In the event samples contain hazardous constituents, L&G will return such samples and residues to CLIENT, or, using a manifest signed by CLIENT as generator, L&G will have such samples transported to a licensed facility for final disposal. CLIENT agrees to pay all costs associated with management, analyses, storage, transportation, and disposal of materials. CLIENT recognizes and agrees that L&G at no time assumes title to said samples.

8. During its prime, asbestos was used in over 3,000 different products and can still be found in some products today. Consequently, attempts to locate and identify "all" asbestos in a survey would be both impractical and cost prohibitive. If retained to conduct an asbestos survey, L&G will direct its efforts at locating accessible, friable asbestos and non-friable asbestos which might become friable as a result of remodeling activities.

9. Likewise, several thousand chemicals, wastes, and other materials have been designated as hazardous or toxic by various laws and regulations. Attempts to locate and identify "all" such materials in a survey would also be impractical. If retained to conduct a site assessment with respect to such materials, L&G will direct its efforts at locating the most significant sources, or potential sources, of such materials with potential for the most significant impact.

10. The scope of work and cost estimate does not include costs incurred to provide access to sites which are inaccessible to our truck-mounted drill rigs and support vehicles. They also do not include costs incurred due to delays caused by inclement weather.

11. L&G will provide CLIENT with a written report in connection with the services performed. The report will present such findings and conclusions as L&G may reasonably make with the information gathered while performing its services.

12. The Contractor shall indemnify and hold the Owner and its officers, employees and successors, harmless from and against all damages, loses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from the Contractor's negligent acts or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to the Contractor's services. The Owner assumes liability for and agrees to indemnify, and hold the Contractor, it's consultants and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise from the owners, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity") gross negligence or willful misconduct. This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Contractor in writing. The Owner has no obligation to investigate the Contractor's

services for inconsistencies. The provisions of this section shall extend for all time not withstanding the termination or expiration of the Agreement.

13. Cancellation of the Agreement to which these terms and conditions apply may be made by either party for just cause after thirty days' written notification of intent of cancellation is provided to the other party. In the event the CLIENT elects to terminate the Agreement, L&G will be compensated in full for all services, materials, supplies, and expenses incurred prior to the actual cancellation date of the Agreement. The CLIENT shall in any event pay all amounts invoiced that the CLIENT does not dispute as provided herein.

14. All claims, disputes, and other controversy between L&G and CLIENT arising out of or in any way related to the services provided by L&G will be submitted to "alternative dispute resolution" (ADR) such as mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute required litigation as provided above, then; a) CLIENT assents to personal jurisdiction in the State of Texas; b) the claim will be brought and tried in judicial jurisdiction of the court of the county of Hidalgo; and CLIENT waives the right to remove action to any other county or jurisdiction; and c) The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

Fiscal year thru period ending 01/31/2010

91

Description	Month to date	Year to date	Ytd encumbrnce	Annual budget	Annual var	% used
5009 91 0311 5000 1500 STREET IMP (DONNA	.00	.00	.00	232,946.00	232,946.00	.0%
5009 91 0311 5000 9100 STREET IMPROVEMEN	.00	.00	.00	371,594.92	371,594.92	.0%
5009 91 0311 5001 9100 STREET IMP (DONNA	.00	.00	.00	65,000.00	65,000.00	.0%
Total Expenditure	.00	.00	.00	669,540.92	669,540.92	.0%

AI-19385 **15.C.**

Salvation Army agreement

CC REGULAR

Date:	01/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to extend fiscal year agreement with The Salvation Army -ESG Program YR 21- (2008) until March 31, 2010 and to amend the amounts allocated to essential services and maintenance and operations. Their agreement terminated Dec. 31, 2009.

BACKGROUND

UCP is requesting authorization to amend the agreement between The Salvation Army and the Hidalgo County - ESG Program-YR 21 (2008) until March 31, 2010 and requesting approval to move funds from essential services to maintenance and operations. The request is to move $13,125.13 from essential services to the maintenance and operations category to exhaust all the funds remaining.

The grant awarded to The Salvation Army in the amount of $116,790.00 will not change.

	Initial Allocation	New Allocation
Maintenance & Operations -	59,550.00	72,675.13
Essential Services -	32,240.00	19,114.87
Homeless Prevention -	25,000.00	25,000.00
	116,790.00	116,790.00

We recommend approval of the extension and the transfer of funds. The two year contract with HUD for YR 21 ends June 30, 2010.

Fiscal Impact

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

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

BUDGETARY IMPACT:

No budget increase to the contract.

Attachments

Link: Salvation Army Extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 08:49 AM	APRV
2	Perla Lopez	Perla Lopez	01/13/2010 11:36 AM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Estella Webber

Started On: 01/12/2010 02:57 PM

Final Approval Date: 01/15/2010

AMENDMENT TO EXHIBIT "A"

PERFORMANCE STATEMENT

THE SALVATION ARMY, having been certified as a non-profit, has been allocated 2008 Emergency Shelter Grant funds (ESG). The non-profit shall carry out the following activities identified in its 2008 ESG Program Application:

MAINTENANCE & OPERATIONS/ESSENTIAL SERVICES/HOMELESS PREVENTION

The Salvation Army shall utilize the 2008 ESG funds for maintenance and operations of their shelter. The funds are used to maintain and operate the shelter; food, clothing, telephone, utilities, furniture, minor repairs, etc. They also receive funds under essential services to pay for the salaries of case workers/counselors to administer the program and provide client referrals and funds for homeless prevention activities. A total of $116,790 was awarded to The Salvation Army as follows: $59,550.00 for maintenance and operations, $32,240.00 for essential services, and $25,000.00 for homeless prevention activities.

The Salvation Army is requesting to move funds in the amount of $13,125.13 from the essential services category to the maintenance and operations category to be able to expend all the funds remaining for this grant. The total grant amount will not change.

The agreement with The Salvation Army was approved beginning July 1, 2008 and ended Dec. 31, 2009. The extension request for The Salvation Army is through March 31, 2010. The contract for the subrecipients is for eighteen (18) months.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON JANUARY 19, 2010.

County:	**Non-Profit**
Hidalgo County	**The Salvation Army**
_____	_____
Name	Name
Title: Urban County Program Director	Title: Executive Director
Date: _____	Date: _____

THE SALVATION ARMY

DOING THE MOST GOOD

FOUNDED IN 1865

1600 NORTH 23RD STREET
P.O. BOX 4766
McALLEN, TEXAS 78502-4766
TELEPHONE: 956/682-1468
FAX: 956/682-9693

William Booth, *Founder*
Shaw Clifton, *General*
Commissioner Maxwell Feener, *Territorial Commander*
Major Kenneth Johnson, *Divisional Commander*
Major Dan & Alba Ford, *Corps Officers*

January 8, 2010

Ms. Diana Serna

Urban County Program

1916 Tesoro Boulevard

RE: EMERGENCY SHELTER GRANT YEAR 21

Dear Ms. Serna,

We would like to formally request an extension to the deadline for our Emergency Shelter Grant for year 21. We have expensed $103,664.87 in M&O, Essential Services, and Homelessness Prevention activities. The amount remaining is $13,125.13 in Essential Services. We would like to transfer this amount to M&O. This amount can be expensed in the future through an extension of the deadline of December 2009.

If you have any questions feel free to call me at 956-682-1468.

In HIS service,

Major Dan Ford

Corps Officer

JAN 12 2010

An Agency of United Way of South Texas

AI-19380 **15.D.**

Drainage Improvements - South Tower Estates

CC REGULAR

Date:	01/19/2010
Submitted By:	Estella Webber, URBAN COUNTY
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program for Precinct No. 2 is requesting consideration and action to award and enter into Construction Contract with Garcia & Martinez Paving, Inc. (lowest bidder meeting all specifications and/or requirements) for the HUD CDBG-R flood drainage improvements to South Tower Estates located in Precinct 2 in the amount of $378,861.15 utilizing Year 22 (2009) flood drainage improvement funds. The project consists of flood drainage improvements to the subdivision.

BACKGROUND

Precinct No. 2 has requested and received bids for the flood drainage improvements. R. Gutierrez Engineering Corporation prepared specification packages and bids were received and opened at the Hidalgo County - Purchasing Department on December 23, 2009. After review the project engineer recommended Garcia & Martinez Paving, Inc., as the lowest of six (6) bidders. (See attached recommendation letter from the R. Gutierrez Engineering Corporation and copy of bid tabulations.)

Contractor: Garcia & Martinez Paving, Inc.
Contract Amount: $ 378,861.15
Funds Available: $ 509,653.80 Year 22 (2009) CDBG-R Precinct No. 2 - Flood Drainage Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will utilize Year 22 (2009) CDBG-R Precinct #2 - Flood Drainage Improvements funds for this project.

Attachments

Link: drain imp. contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/12/2010 02:41 PM	APRV
2	Perla Lopez	Perla Lopez	01/13/2010 10:01 AM	APRV

3	Auditor's Office	01/15/2010 05:00 PM	NEW
Form Started By: Estella Webber		Started On: 01/12/2010 02:04 PM	
Final Approval Date: 01/15/2010			

R. Gutierrez Engineering Corporation

January 8, 2010

Ms. Diana R. Serna, Director
Hidalgo County – Urban County Program
2802 South Business Highway 281
Edinburg, Texas 78539

RE: Recommendation for Award – Hidalgo County Precinct No. 2 – HUD CDBG – R - Flood Drainage Improvements to South Tower Estates – Bid # UCP-5209-92-0309-5000-9200-ML2
RGEC Project No: ENG08.024B

Dear Ms. Serna:

On Wednesday, December 23, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department, bids were opened and read aloud for the above project. Six (6) bids were received for this project. The lowest responsive bid is for **$378,861.15**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being Garcia & Martinez Paving, Inc. from Alton, Texas, in the amount of **$378,861.15**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success and you can call us at 956-782-2557.

Sincerely,

Arturo Garcia, Jr., P.E.
Senior Project Manager

Attachments

cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct Two (Cover Letter Only)
Project Files

JAN 8 2010

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com
Texas Registered Engineering Firm: F-486

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: December 23, 2009	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: Hidalgo County Precinct No. 2 HUD CDBG-R – Flood Drainage Improvements to South Tower Estates

BID NO: 5209-92-0309-5000-9200-UCP-ML2 **No Adendums required**	**PROCURMENT SPECIALIST:**

BID # RFB#	**NAME OF COMPANY**	**ACKNOWLEDEMENT OF ADDENDUM**	**TOTAL PRICE**	**BID BOND OR CHECK INCLUDE**
#1	OG Construction Co., Inc.	N/A	$434,618.40	Bid Bond
#2	Garcia & Martinez Paving, Inc.	N/A	$378,861.15	Bid Bond
#3	ASAGO LLC d/b/a ASAGO Construction	N/A	$409,417.00	Bid Bond
#4	DK III Hornback R.F.D., Inc.	N/A	$481,144.10	Bid Bond
#5	DM Roth, Inc.	N/A	$468,528.30	Bid Bond
#6	Sascon, Inc.	N/A	$407,095.55	Bid Bond
#7				
#8				
#9				
#10				
#11				

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

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BID NO: 5209-92-0309-5000-9200-UCP-ML2 **No Adendums required**	**PROCURMENT SPECIALIST:**

BID # RFB#	NAME OF COMPANY	ACKNOWLEDEMENT OF ADDENDUM	TOTAL PRICE	BID BOND OR CHECK INCLUDE
#1	OG. Construction	X	$434,618.40	✓
#2	Garcia & Martinez		$378,861.15	✓
#3	Asago Construction		$409,417.00	✓
#4	DK III Hornback R.F.D		$481,144.10	✓
#5	D.M Roth		$468,528.30	✓
#6	Suscon, Inc		$417,095.55	✓
#7				
#8				
#9				
#10				
#11				

CONSTRUCTION CONTRACT

This Agreement, entered into this **19TH** day of **January , 2010** by and between **HIDALGO COUNTY URBAN COUNTY PROGRAM,** joined by **PRECINCT NO. 2** (hereinafter called the "OWNER", acting herein through its **COUNTY JUDGE**, and **GARCIA & MARTINEZ PAVING, INC.**, a corporation) of Edinburg, State of Texas, hereinafter called "CONTRACTOR".

WITNESSETH

That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the OWNER, the CONTRACTOR hereby agrees with the OWNER to commence and complete the construction described as follows:

PROJECT NAME:	**Precinct No. 2 HUD CDBG-R FLOOD DRAINAGE IMPROVEMENTS**
PROJECT #:	**5209-92-0309-5000-9200-UCP-ML2**
PROJECT DESCRIPTION:	"FLOOD DRAINAGE IMPROVEMENTS TO THE SOUTH TOWER ESTATES SUBDIVISION"

hereinafter called the project, for the sum of **($378,861.15) Three hundred seventy eight thousand, eight hundred sixty one dollars, and fifteen cents,** and all extra work in connection therewith, under the terms as stated in the General and Special Conditions of the Contract; and at his (its or their) own proper cost and expense to furnish all the materials, supplies, machinery, equipment, tools, superintendence, labor, insurance, and other accessories and services necessary to complete the said project in accordance with the conditions and prices stated in the Proposal, the General Conditions, Supplemental General Conditions and Special Conditions of the contract, the--plans, which include all maps, plats, blue prints, and other drawings and printed or written explanatory matter thereof, the specifications and contract documents therefore as prepared by **R. GUTIERREZ ENGINEERING CORPORATION** entitled the Engineer, and as enumerated in Paragraph 1 of the Supplemental General Conditions, all of which are made a part hereof and collectively evidence and constitute the contract.

The CONTRACTOR hereby agrees to commence work under this contract on or after a date to be specified in a written "Notice to Proceed" of the OWNER and to fully complete the project within **210** consecutive calendar days thereafter. The CONTRACTOR further agrees to pay, as liquidated damages, the sum of **$ 200.00** for each consecutive calendar day thereafter as hereinafter provided in Paragraph 19 of the General Conditions.

The OWNER agrees to pay the CONTRACTOR in current funds for the performance of the contract, subject to additions and deductions, as provided in the General Conditions of the contract, and to make payments on account thereof as provided in Paragraph 25, "Payments to Contractor", of the General Conditions.

IN WITNESS WHEREOF, the parties to these presents have executed this contract in four (4) counterparts, each of which shall be deemed an original, in year and day first above mentioned.

_____
Contractor

Name of Firm: **GARCIA & MARTINEZ PAVING, INC**

Address: 1423 N. LA HOMA BLVD.
ALTON, TX 78574
Fed. I.D. #/S.S. 20-3368162

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

This instrument was acknowledged before me on this the ___ day of _____, 20_____,

by _____, _____ of and on behalf of _____ .
(title) (a corporation) (a partnership) (an individual)

_____
Notary Public - Signature

WITNESS:

URBAN COUNTY PROGRAM

_____

_____
Diana R. Serna
Urban County Director

COPY

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Humberto Garcia, possess all of the APPLICABLE:

1. Licenses: ✓
2. Bonds: ✓
3. Certificates: ✓
4. Permits: ✓
5. Other: ✓

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

Authorized Signature

12-22-2009
Date

Garcia Martinez Paving Inc
Company

1423 N. La Homa Blvd.
Address

Alton, Tx 78574
City, State, Zip

Client#: 12241 GARCMAR9

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/06/09

PRODUCER
Willis of Texas, Inc.
(956)682-9423 FAX(956)687-1286
1400 N McColl Rd Suite 105
McAllen, TX 78501

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

INSURED
Garcia & Martinez Paving Inc
1423 N La Homa Blvd
Alton, TX 78574

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Admiral Insurance Company	24856
INSURER B: Texas Mutual Insurance Company	22945
INSURER C: American States Insurance Company of	19712
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	CA00001190603	09/27/09	09/27/10	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
C		AUTOMOBILE LIABILITY	01CI0052182	09/14/09	09/14/10	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[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 $					$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSF0001161742	09/28/09	09/28/10	[X] 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
**********FOR INSURANCE PURPOSES ONLY**********

CERTIFICATE HOLDER

Garcia & Martinez Paving Inc
1423 N La Homa Blvd
Alton, TX 78574

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
Brian E Lewis

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
GARCIA & MARTINEZ PAVING INC.

Business name, if different from above

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☑ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
1423 N LA HOMA BLVD.

Requester's name and address (optional)

City, state, and ZIP code
ALTON, TEXAS 78574

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | |

or

Employer identification number
20 | 3368162

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 12-22-2009

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

THE INSCO DICO GROUP

INSCO INSURANCE SERVICES, INC.
Underwriting Manager for:
Developers Surety and Indemnity Company
Indemnity Company of California
17780 Fitch, Suite 200 • Irvine, California 92614 • (800) 782-1546
www.InscoDico.com

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Garcia and Martinez Paving

as Principal, and Developers Surety and Indemnity Company, a corporation

authorized to transact a general surety business in the State of Texas, as Surety, are held and firmly bound unto

Hidalgo County

(hereinafter called the Obligee)

in the full and just sum of 5% of the Greatest Amount Bid

Dollars, ($ 5%) for the payment whereof in lawful money of the United States,

we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the said PRINCIPAL has submitted the accompanying bid for
Road and Drainage For South Tower Estates

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, or in the event of the failure of the Principal to enter such Contract, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and Sealed this 23rd day of December, 2009
Year

Garcia and Martinez Paving
Principal

Developers Surety and Indemnity Company
Surety

By: Andy Alvarez
Attorney-in-Fact

Andy Alvarez, Atty-in-Fact
Authorized Representative (Name and Title)

By: _____
Signature of Authorized Representative

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call the Surety's toll free telephone number for information or to make a complaint at:

1-800-782-1546

You may also write to the Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

You may contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANCE

Para obtener informacion o para someter una queja

Usted puede llamar al numero de telefono gratis de para informacion o para someter una queja al:

1-800-782-1546

Usted tanbien puede escribir a Surety at:

P.O. Box 19725
Irvine, CA 92623-9725

Puede comunicarse con el Departamento de Seguros de Texas para obtener information acerca de compañias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departmento de Seguros de Texas

P.O. Box 149104
Austin, TX 78714-9104
Fax# 512-475-1771
web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS: Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el Surety primero. Si no se resuelve la disputa, puede entonces comunicarrse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

Insco Insurance Services, Inc.
Underwriting Manager for:
Developers Surety and Indemnity Company • Indemnity Company of California
17780 Fitch, Suite 200
Irvine, CA 92614
1-800-782-1546
www.InscoDico.com

BID PROPOSAL FORM

HIDALGO COUNTY PRECINCT NO. 2 - HUD CDBG-R FLOOD DRAINAGE IMPROVEMENTS TO SOUTH TOWER ESTATES

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price in Words	Unit Price (in figures)	Total (In figures)
110	7,445.00	CY	Excavation (Roadway) Four Dollars and Twenty Five Cents Per Cubic Yard	$ 4.25	$ 31641.25
132	510.00	CY	Embankment (Dens. Cont.) (Ty C) Five Dollars and Zero Cents Per Cubic Yard	$ 5.00	$ 2550.00
164	6,118.00	SY	Cell Fiber Seeding (Temp)(Warm) Zero Dollars and Fifty Cents Per Square Yard	$ .50	$ 3059.00
164	6,118.00	SY	Cell Fiber Seeding (Temp)(Cool) Zero Dollars and Fifty Cents Per Square Yard	$ .50	$ 3059.00
164	12,236.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay) Zero Dollars and Fifty Cents	$ .50	$ 6118.00
247	2,598.00	CY	Flexible Base (6") (Compl-in-Place) (County Supplies Base) Nine Dollars and Ten Cents Per Cubic Yard	$ 9.10	$ 23,641.80
260	15,699.00	SY	Lime Treated Base (6") One Dollars and Zero Cents Per Square Yard	$ 1.00	$ 15699.00

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price In Words	Unit Price (In figures)	Total (In figures)
260	43.65	TON	Lime for Base (TY A or B) One Hundred Sixty Seven Dollars and Zero Cents Per Ton	$ 167.00	$ 7289.55
310	2,745.00	GAL	Prime Coat (MC-30) Three Dollars and Seventy Cents Per Gallon	$ 3.70	$ 10156.50
402	2,823.00	LF	Trench Excavation Protection Two Dollars and Zero Cents Per Linear Foot	$ 2.00	$ 5646.00
464	911.00	LF	RCP (CL III) (18") Thirty Six Dollars and Zero Cents Per Linear Foot	$ 36.00	$ 32796.00
464	2,234.00	LF	RCP (CL III) (24") Thirty Nine Dollars and Zero Cents Per Linear Foot	$ 39.00	$ 87126.00
465	14.00	EA	Inlet (Ty A) Two Thousand One Hundred Dollars and Zero Cents Per Each	$ 2100.00	$ 29400.00
465	3.00	EA	Manhole (Ty A) Two Thousand Two Hundred Dollars and Zero Cents Per Each	$ 2200.00	$ 6600.00

BID PROPOSAL FORM

HIDALGO COUNTY PRECINCT NO. 2 - HUD CDBG-R FLOOD DRAINAGE IMPROVEMENTS TO SOUTH TOWER ESTATES

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price In Words	Unit Price (in figures)	Total (in figures)
502	7.00	MO	Barricades, Signs & Traffic Handling Eight Hundred Dollars and Zero Cents Per Month	$ 800.00	$ 5600.00
506	34.00	SY	Construction Exits (Ty II)(Install) Fourty Seven Dollars and Zero Cents Per Square Yard	$ 47.00	$ 1598.00
506	34.00	SY	Construction Exits (Ty II)(Remove) Twenty Three Dollars and Zero Cents Per Square Yard	$ 23.00	$ 782.00
506	756.00	LF	Temp Sediment Control Fence (Install) Three Dollars and Zero Cents Per Linear Foot	$ 3.00	$ 2268.00
506	756.00	LF	Temp Sediment Control Fence (Remove) One Dollars and Zero Cents Per Linear Foot	$ 1.00	$ 756.00
529	12,953.00	LF	Concrete Curb & Gutter (Ty A)(Barrier) Five Dollars and Thirty Five Cents Per Linear Foot	$ 5.35	$ 69298.55
529	600.00	LF	Concrete Curb & Gutter (Valley Gutter) Ten Dollars and Zero Cents Per Linear Foot	$ 10.00	$ 6000.00

BID PROPOSAL FORM

HIDALGO COUNTY PRECINCT NO. 2 - HUD CDBG-R FLOOD DRAINAGE IMPROVEMENTS TO SOUTH TOWER ESTATES

Item Number	Estimated Quantity	Unit	Item Description with Unit Bid Price In Words	Unit Price (In figures)	Total (in figures)
530	2,123.00	SY	Driveways (Ty PRB-1) Four Dollars and Zero Cents Per Square Yard	$ 4.00	$ 8492.00
530	621.00	SY	Driveways (CONCRETE) Nineteen Dollars and Fifty Cents Per Square Yard	$ 19.50	$ 12109.50
531	24.00	EA	ADA Curb Ramps One Hundred Fifty Dollars and Zero Cents Per Each	$ 150.00	$ 3600.00
644	13.00	EA	Small Rdsd Sgn Assm (Ty A) Two Hundred Seventy Five Dollars and Zero Cents Per Each	$ 275.00	$ 3575.00

Three Hundred Seventy Eight Thousand Eight Hundred Sixty One Dollars and Fifteen Cents

Total Base Bid Amount $ 378,861.15

PRINTED
10:08am
12-23-09

Witnessed

Insurance Requirement Acknowledgment

I, Humberto Garcia authorized representative for Garcia & Martinez Paving Inc,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $

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

Authorized Representative

12-22-2009
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

AI-19454 **16.A.**

2010 Early Voting Sites for March 2, 2010
CC REGULAR

Date:	01/19/2010
Submitted By:	Veronica Lopez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Discussion and approval of Early Voting Sites (dates & times) for the March 2, 2010 Primary Election.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact.

Attachments

Link: Early Voting Schedule

Link: Mobile Early Voting Schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	01/14/2010 01:24 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 01:28 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 01:53 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Veronica Lopez — Started On: 01/14/2010 01:06 PM

Final Approval Date: 01/15/2010

FROM Feb. 16 - Feb. 26, 2010 - CALL (956) 784-VOTE (8683) FOR GENERAL INFORMATION

March 2, 2010 –PRIMARY ELECTION

EARLY VOTING SCHEDULE

Dates		Hours
Monday	Feb. 15, 2010	HOLIDAY
Tuesday	Feb. 16, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 17, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Feb. 18, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Feb. 19, 2010	7:00 A.M. -- 7:00 P.M.
Saturday	Feb. 20, 2010	7:00 A.M. -- 7:00 P.M.
Sunday	Feb. 21, 2010	10:00 A.M. – 3:00 P.M.
Monday	Feb. 22, 2010	7:00 A.M. -- 7:00 P.M.
Tuesday	Feb. 23, 2010	7:00 A.M. -- 7:00 P.M.
Wednesday	Feb. 24, 2010	7:00 A.M. -- 7:00 P.M.
Thursday	Feb. 25, 2010	7:00 A.M. -- 7:00 P.M.
Friday	Feb. 26, 2010	7:00 A.M. -- 7:00 P.M.

EARLY VOTING SUBSTATION LOCATIONS

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

ALTON SUB
City Hall
509 S. Alton Blvd.
Alton, TX

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

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

EDINBURG SUB
UTPA
1201 W. University
Edinburg, TX

ELSA SUB
"New" City Hall
302 S. Diana
Elsa, TX

HIDALGO SUB
Hidalgo City Hall
704 E. Texano
Hidalgo, TX

LA JOYA SUB
Housing Authority
945 S. Leo Ave.
La Joya, TX

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

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

MCALLEN SUB
Palmer Pavilion
301 E. Hackberry
McAllen, TX

MCALLEN SUB
Palmview Comm. Ctr
3401 Jordan Ave.
McAllen, TX

MERCEDES SUB
Chamber of Commerce
348 S. Ohio
Mercedes, TX

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

MISSION SUB
Fire Station #3
1804 N. Shary Rd.
Mission, TX

PALMVIEW SUB
Hidalgo Co. Pct. #3 Pavilion
734 N. Breyfogle Rd.
Palmview, TX

PHARR SUB
Jose Pepe Salinas Ctr.
1011 W. Kelly
Pharr, TX

PHARR SUB
Las Milpas Comm. Ctr.
7107 S. Cage
Pharr, TX

PROGRESO SUB
Progreso Comm. Ctr.
Fm 1015 Baker/Malone
Progreso, TX

SAN JUAN SUB
San Fire Station #2
2301 N. Raul Longoria
San Juan, TX

SULLIVAN SUB
Sullivan Fire Station
500 Cenizo
Sullivan City, TX

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

Draft

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

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 1/06/10)



Hidalgo County Elections



March 2, 2010 - PRIMARY ELECTION
MOBILE #1
EARLY VOTING SCHEDULE

DAY	DATE	HOURS	LOCATION
Monday	**Feb. 15, 2010**	**HOLIDAY**	**Closed**
Tuesday	Feb. 16, 2010	7:00 a.m. – 7:00 p.m.	Hidalgo CO. "Old" Administration Bldg. - 100 E. Cano, Edinburg, TX
Wednesday	Feb. 17, 2010	7:00 a.m. – 7:00 p.m.	STC Pecan Campus – 3201 W. Pecan Blvd., McAllen, TX
Thursday	Feb. 18, 2010	7:00 a.m. – 7:00 p.m.	County Comm. Prec. #1 Office – 1902 Joe Stephens, Suite 101, Weslaco, TX
Friday	Feb. 19, 2010	7:00 a.m. – 7:00 p.m.	Tax Office 2804 S. Bus. Hwy 281, Edinburg, TX
Saturday	**Feb. 20, 2010**	**Closed**	**Closed**
Sunday	**Feb. 21, 2010**	**Closed**	**Closed**
Monday	Feb. 22, 2010	7:00 a.m. – 7:00 p.m.	Court House 100 N. Closner Edinburg, TX
Tuesday	Feb. 23, 2010	7:00 a.m. – 7:00 p.m.	STC Technology Campus 3700 West Military Hwy, McAllen, TX
Wednesday	Feb. 24, 2010	7:00 a.m. – 7:00 p.m.	STC Dr. Ramiro R. Casso Nursing & Allied Health Campus - 1101 East Vermont, McAllen, TX
Thursday	Feb. 25, 2010	7:00 a.m. – 7:00 p.m.	STC Mid Valley Campus – 400 North Border, Weslaco, TX
Friday	Feb. 26, 2010	7:00 a.m. – 7:00 p.m.	STC Pecan Campus – 3201 W. Pecan Blvd., McAllen, TX

*******CALL (956) 318-2570 FOR GENERAL INFORMATION*******

Compliments of the Elections Department, 101 South 10th Ave. Edinburg, TX. (Last Update 1/15/10)

AI-19455 **17.A.**

Request for temporary full time Contracts Manager position

CC REGULAR

Date:	01/19/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Commissioner Precinct No. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Road & Bridge (1201):
1. Approval to create one (1) temporary full time Contracts Manager position, slot no. T088, budgeted hourly rate $21.16. Position not to exceed six months.
2. Approval of intradepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1201-431-00-121-005-0-113

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

BUDGETARY IMPACT:

Intradept transfer from object code 113 to 121. Regular full time employee, 165077 placed on absence control 01/04/10. Funds from said position to be transferred to cover cost of temporary position. rc

Attachments

Link: Fiscal Note

Link: Revised Salary Schedule

Link: job description

Link: MEMO

Link: Transfer

Link: PAR

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/14/2010 02:28 PM	APRV
2	Sylvia Solis	Sylvia Solis	01/15/2010 03:23 PM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Rosie Cantu Started On: 01/14/2010 01:14 PM

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: 19455

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010

Summary of request/proposal:
The Commissioner Precinct No. 1 office is requesting approval to create one (1) temporary full time Contracts Manager position, slot no. T088, budgeted hourly rate $21.16. Position not to exceed six months.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1201	CONTRACTS MANAGER	T088	121	0.00	44,100.00	44,100.00
				0.00	44,100.00	44,100.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1201-431-00-121-005-0- 121	PCT.1 P/U RD -	TEMP F/T EMPLOYEES	$21,965.52
0-1201-431-00-121-005-0- 211	PCT.1 P/U RD -	HEALTH INSURANCE	-
0-1201-431-00-121-005-0- 212	PCT.1 P/U RD -	LIFE INSURANCE	-
0-1201-431-00-121-005-0- 220	PCT.1 P/U RD -	FICA	$1,680.36
0-1201-431-00-121-005-0- 230	PCT.1 P/U RD -	RETIREMENT	-
0-1201-431-00-121-005-0- 250	PCT.1 P/U RD -	UNEMPLOYMENT COMP	$109.83
0-1201-431-00-121-005-0- 260	PCT.1 P/U RD -	WORKER'S COMP	-
		2010 Budgetary Impact	$23,755.71

2011 Budgetary Impact: $47,694.15

Possible Funding Sources: **WITHIN DEPT BUDGET (FUND 1201 R&B)- OBJECT CODE 113**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1201-431-00-121-005-0

AI - 19455

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0002	113	BUDGET MANAGER	70,980.00	0.00	0.00	0	0.00	0.00	70,980.00	70,980.00	600.00	0.00	0.00	0.00	0.00	71,580.00
0005	113	RIGHT OF WAY DIRECTOR	50,118.00	0.00	0.00	0	0.00	0.00	50,118.00	50,118.00	0.00	0.00	0.00	0.00	0.00	50,118.00
0006	113	INVENTORY COORDINATOR	49,140.00	0.00	0.00	0	0.00	0.00	49,140.00	49,140.00	0.00	0.00	0.00	0.00	0.00	49,140.00
0007	113	ACCOUNTANT	49,140.00	0.00	0.00	0	0.00	0.00	49,140.00	49,140.00	300.00	0.00	0.00	0.00	0.00	49,440.00
0009	113	COORDINATOR	44,504.00	0.00	0.00	0	0.00	0.00	44,504.00	44,504.00	420.00	0.00	0.00	0.00	0.00	44,924.00
0010	113	SAFETY DIRECTOR	42,710.00	0.00	0.00	0	0.00	0.00	42,710.00	42,710.00	600.00	0.00	0.00	0.00	0.00	43,310.00
0011	113	ASSISTANT FIELD/OPERATIONS DIRECTION	39,565.00	0.00	0.00	0	0.00	0.00	39,565.00	39,565.00	480.00	0.00	0.00	0.00	0.00	40,045.00
0012	113	SPECIAL PROJECTS COORDINATOR	39,322.00	0.00	0.00	0	0.00	0.00	39,322.00	39,322.00	600.00	0.00	0.00	0.00	0.00	39,922.00
0013	113	PAVING SUPERVISOR	38,098.00	0.00	0.00	0	0.00	0.00	38,098.00	38,098.00	1,020.00	0.00	0.00	0.00	0.00	39,118.00
0014	113	SAFETY COORDINATOR	38,098.00	0.00	0.00	0	0.00	0.00	38,098.00	38,098.00	0.00	0.00	0.00	0.00	0.00	38,098.00
0019	113	TRUCK DRIVER I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0020	113	HEAVY EQUIPMENT OPERATOR III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	840.00	0.00	0.00	0.00	0.00	35,007.00
0021	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	33,937.00	0.00	0.00	0.00	0.00	0.00	33,937.00
0022	113	HEAVY EQUIPMENT OPERATOR I	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	960.00	0.00	0.00	0.00	0.00	35,127.00
0023	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	300.00	0.00	0.00	0.00	0.00	34,467.00
0024	113	MAINTENANCE II	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	25,562.00	0.00	0.00	0.00	0.00	0.00	25,562.00
0025	113	MAINTENANCE III	34,167.00	0.00	0.00	0	0.00	0.00	34,167.00	34,167.00	0.00	0.00	0.00	0.00	0.00	34,167.00
0027	113	GRANTS SPECIALIST	33,937.00	0.00	0.00	0	0.00	0.00	33,937.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0028	113	TRAFFIC CONTROL SPECIALIST I	33,619.00	0.00	0.00	0	0.00	0.00	33,619.00	31,299.00	0.00	0.00	0.00	0.00	0.00	31,299.00
0029	113	MECHANIC II	32,578.35	0.00	0.00	0	0.00	0.00	32,578.35	32,578.00	420.00	0.00	0.00	0.00	0.00	32,998.00
0030	113	HEAVY EQUIPMENT OPERATOR II	31,771.00	0.00	0.00	0	0.00	0.00	31,771.00	31,771.00	1,380.00	0.00	0.00	0.00	0.00	33,151.00
0031	113	MAINTENANCE III	31,190.00	0.00	0.00	0	0.00	0.00	31,190.00	31,190.00	0.00	0.00	0.00	0.00	0.00	31,190.00
0033	113	CLERK/RECEPTIONIST	30,016.00	0.00	0.00	0	0.00	0.00	30,016.00	30,016.00	0.00	0.00	0.00	0.00	0.00	30,016.00
0034	113	MECHANIC I	30,016.00	0.00	0.00	0	0.00	0.00	30,016.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0035	113	HEAVY EQUIPMENT OPERATOR III	29,857.00	0.00	0.00	0	0.00	0.00	29,857.00	29,857.00	1,440.00	0.00	0.00	0.00	0.00	31,297.00
0036	113	HEAVY EQUIPMENT OPERATOR II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0037	113	MAINTENANCE II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	22,000.00	0.00	0.00	0.00	0.00	0.00	22,000.00
0038	113	HEAVY EQUIPMENT OPERATOR II	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	29,852.00	0.00	0.00	0.00	0.00	0.00	29,852.00
0039	113	TRUCK DRIVER III	29,031.00	0.00	0.00	0	0.00	0.00	29,031.00	29,031.00	0.00	0.00	0.00	0.00	0.00	29,031.00
0040	113	MAINTENANCE I	28,807.00	0.00	0.00	0	0.00	0.00	28,807.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0041	113	TRUCK DRIVER III	28,026.00	0.00	0.00	0	0.00	0.00	28,026.00	28,026.00	900.00	0.00	0.00	0.00	0.00	28,926.00
0042	113	MAINTENANCE II	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0043	113	TRUCK DRIVER III	27,562.00	0.00	0.00	0	0.00	0.00	27,562.00	27,562.00	0.00	0.00	0.00	0.00	0.00	27,562.00
0044	113	TRUCK DRIVER I	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	24,607.00	0.00	0.00	0.00	0.00	0.00	24,607.00
0045	113	HEAVY EQIPMENT OPERATOR III	26,607.00	0.00	0.00	0	0.00	0.00	26,607.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0046	113	HEAVY EQUIPMENT OPERATOR I	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	540.00	0.00	0.00	0.00	0.00	26,874.00
0047	113	TRUCK DRIVER III	26,334.00	0.00	0.00	0	0.00	0.00	26,334.00	26,334.00	0.00	0.00	0.00	0.00	0.00	26,334.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1201-431-00-121-005-0

AI - 19455

PCT. 1 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0048	113	TRUCK DRIVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0049	113	TRUCK DRVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0050	113	TRUCK DRIVER III	26,000.00	0.00	0.00	0	0.00	0.00	26,000.00	26,000.00	0.00	0.00	0.00	0.00	0.00	26,000.00
0051	113	HEAVY EQUIPMENT OPERATOR I	25,483.00	0.00	0.00	0	0.00	0.00	25,483.00	25,483.00	0.00	0.00	0.00	0.00	0.00	25,483.00
0052	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	25,236.00	0.00	0.00	0.00	0.00	0.00	25,236.00
0053	113	MAINTENANCE I	25,236.00	0.00	0.00	0	0.00	0.00	25,236.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0054	113	HEAVY EQUIPMENT OPERATOR I	25,033.00	0.00	0.00	0	0.00	0.00	25,033.00	25,033.00	300.00	0.00	0.00	0.00	0.00	25,333.00
0055	113	DATA ENTRY CLERK	23,988.00	0.00	0.00	0	0.00	0.00	23,988.00	23,988.00	0.00	0.00	0.00	0.00	0.00	23,988.00
0056	113	HEAVY EQUIPMENT OPERATOR III	23,985.00	0.00	0.00	0	0.00	0.00	23,985.00	23,985.00	480.00	0.00	0.00	0.00	0.00	24,465.00
0057	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	21,635.00	0.00	0.00	0.00	0.00	0.00	21,635.00
0058	113	MAINTENANCE I	23,635.00	0.00	0.00	0	0.00	0.00	23,635.00	23,635.00	0.00	0.00	0.00	0.00	0.00	23,635.00
0061	113	ADMINISTRATIVE ASSISTANT	50,669.00	0.00	0.00	0	0.00	0.00	50,669.00	50,669.00	0.00	0.00	0.00	0.00	0.00	50,669.00
0071	113	COMMUNITY LIAISON	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	360.00	0.00	0.00	0.00	0.00	44,460.00
0072	113	DIRECTOR OF OPERATIONS	68,528.00	0.00	0.00	0	0.00	0.00	68,528.00	68,528.00	0.00	0.00	0.00	0.00	0.00	68,528.00
0073	113	MAINTENANCE III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0074	113	TIRE REPAIR/MAINTENANCE	24,000.00	0.00	0.00	0	0.00	0.00	24,000.00	24,000.00	0.00	0.00	0.00	0.00	0.00	24,000.00
0076	113	CONTRACTS MANAGER	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	0.00	0.00	0.00	0.00	0.00	44,100.00
0077	113	MECHANIC III	39,312.00	0.00	0.00	0	0.00	0.00	39,312.00	39,312.00	0.00	0.00	0.00	0.00	0.00	39,312.00
0078	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	0.00	0.00	0.00	0.00	0.00	42,000.00
0079	113	GENERAL FOREMAN	58,000.00	0.00	0.00	0	0.00	0.00	58,000.00	58,000.00	1,200.00	0.00	0.00	0.00	0.00	59,200.00
0080	113	MATERIAL MANAGEMENT MANAGER	40,000.00	0.00	0.00	0	0.00	0.00	40,000.00	40,000.00	0.00	0.00	0.00	0.00	0.00	40,000.00
0081	113	CALL CENTER MANAGER	55,000.00	0.00	0.00	0	0.00	0.00	55,000.00	55,000.00	0.00	0.00	0.00	0.00	0.00	55,000.00
0082	113	HUMAN RESOURCES MANAGER	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0083	113	FIELD OPERATIONS DIRECTOR	65,000.00	0.00	0.00	0	0.00	0.00	65,000.00	65,000.00	0.00	0.00	0.00	0.00	0.00	65,000.00
0084	113	TRAFFIC SAFETY SPECIALIST III	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	720.00	0.00	0.00	0.00	0.00	44,820.00
0085	113	EXECUTIVE ASSISTANT	59,568.00	0.00	0.00	0	0.00	0.00	59,568.00	59,000.00	300.00	0.00	0.00	5,000.00	0.00	64,000.00
0086	113	MAINTENANCE SUPERVISOR	45,000.00	0.00	0.00	0	0.00	0.00	45,000.00	45,000.00	0.00	0.00	0.00	0.00	0.00	45,000.00
T087	121	CHIEF ADMINISTRATOR	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
		NEW PROPOSED TEMPORARY POSITION														
T088	**121**	**CONTRACTS MANAGER**	**0.00**	**44,100.00**	**44,100.00**	**0**	**0.00**	**0.00**	**44,100.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	2,511,176.35	44,100.00	44,100.00		0.00	0.00	2,555,276.35	2,402,416.00	14,160.00	0.00	0.00	5,000.00	0.00	2,421,276.00

Approval to create one (1) temporary full time Contracts Manager position, slot no. T088, budgeted hourly rate $21.16. Position not to exceed six months.; Pending CC approval.

(1)

HIDALGO COUNTY
Precinct #1

Job Title:	**Contracts Manager** (Temporary)	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-005**	**Civil Service Status:**	**Exempt**

SUMMARY:
Assists with Purchasing Department on purchases professional and other services in compliance with the County Purchasing Act. Ensures Contractor compliance with County's contract terms and conditions. Provides technical assistance by determining adequacy of contract specifications, developing contract language, interpreting contract terms and conditions, reviewing contractor responses to bids and proposals, and resolving a variety of pre-and post contract award activities. Draft legal documents. Inventories all contracts (professional services, requirements agreements, etc;)

ESSENTIAL DUTIES AND RESPONSIBILITES:

- Assists with the Purchasing Department in monitoring contracts performance by examining billing, fiscal data, and compliance with terms of contract;
- Assists with Purchasing Department in renewing, amendments, and plan changes, recommends cancellations of contracts when unwarranted deviations occur;
- Assists with the Purchasing Department in resolving audit exceptions by defining causes of errors and recommending appropriate dispositions;
- Assists with the Purchasing Department in coordination contract services with the direct delivery staff to achieve maximum service utilization, may write specifications;
- Assists with the Purchasing Department in developing sources of supplies and services, establishes and uses bidder lists, trade publications, directories and other publications for securing sources and improving competition;
- Assists with the Purchasing Department with receiving, tabulating and analyzing bids and proposals and makes recommendations for awards, notices to proceed, and notices of non-compliance;
- Makes recommendations regarding breach, default and termination action;
- Monitors, Researches and Complies utilization data; generates monthly, quarterly, and/or annual report;
- Develops network of businesses, ensures eligible businesses are contracted for response to bids;
- Participates in and attends seminars, workshops, and symposia to further training education;
- Performs other tasks as assigned and required by the purchasing agent
- Regular attendance is a must;

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 GED;
- Bachelor degree in Business with Coursework in Public Administration or four (4) years of public administration experience;
- Bilingual is preferred;

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

- 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;

While performing the duties of this job, the employee is frequently exposed to fumes or airborne particles while working in storage warehouse areas moving or inventorying equipment. The employee occasionally works near moving mechanical parts while lifting objects with a pallet jack, hand cart or dollies. The employee works in outside weather conditions while conducting inventories and providing auction support.

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 Pct #1

Memo

To: Raul Silguero Budget Officer

From: Emilio Cisneros Pct #1 H.R Manager

CC: Sylvia Handy Pct #1 Commissioner

Dr. Lorie Ochoa Pct #1 Chief Administrator

Date: 1/11/2010

Re: Creating a temporary position (Contracts Manager)

This memo is to inform the Hidalgo County Budget office that Pct #1 would like to create a temporary position for a Contracts Manager. We are requesting this position be placed on the agenda for January 19, 2010.

DATE: January 14, 2010

2010
Transfer

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Commissioner Precinct No. 1

ACCOUNT NUMBER: 0-1201-431-00-121-005-0-XXX R&B

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
113	REG F/T EMPLOYEES	121	TEMP F/T EMPLOYEES	21,966.00
			TOTAL	21,966.00

REASON:
Intradepartmental Transfer to fund cost of salary related expenditures for one (1) temporary Contracts Manager position, slot T088.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: 005
Precinct #1 / Road and Bridge (121-~~001~~)

DATE:
1/11/2010

CURRENT POSITION TITLE:

CURRENT SLOT. #:
T- 088

REQUESTED POSITION TITLE:
(For new positions or reclassifications)

CONTRACTS MANAGER

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 44,000.00 (Proposed Budgeted Salary) $ 44,000.00 (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 ☐ 21.16

Enter hourly rate for temp. positions

Full Time Temporary Object 121 ☒ Part Time Temporary Object 122 ☐ $ 21.16 X 2080 hrs. = $44,000.00

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

TEMPORARY POSITIONS:

1/19/2010	6/19/2010	8:00 A.M – 4:00 P.M.	40 HRS	6 MONTHS (NOT TO EXCEED 6/19/2010)
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)

THE VACANCY IS CAUSING A BURDEN OR DEPARTMENT WORKLOAD. THE PERSON CURRENTLY EMPLOYED IN THIS POSITION IS OUT ON FMLA.

ACP.

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

THIS POSITION INVOLVES THE EMPLOYEE TO ASSIST THE PRECINCT BUDGET DEPARTMENT WITH MONITORING CONTRACTS PERFORMANCE BY EXAMINING BILLING, FISCAL DATA, AND COMPLIANCE WITH TREMS OF CONTRACT, ALSO IN RESOLVING AUDIT EXPECTIONS BY DEFINING CAUSES OF ERRORS AND RECOMENDING APPROPRIATE DISPOSITIONS.

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)

CURRENTLY, THE PERMANENT EMPLOYEE IS OUT ILL, THE TEMPORARY EMPLOYEE WILL FILL THE POSITION UNTIL THE PERMANENT EMPLOYEE RETURNS TO WORK.

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	DATE 1/14/2010	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR Esther A. Cortez /pa	DATE 01.15.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

AI-19361 **18.A.**

Application for Discharge Storm Water for New Pct.2 Office Complex Subdivision

CC REGULAR

Date:	01/19/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

Requesting approval for the permit Application for Discharging Storm Water into Hidalgo County Drainage District No. 1 for New Precinct No.2 Office Complex Subdivision with signature of County Judge.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact. Approval of application only.

Attachments

Link: Complex Layout

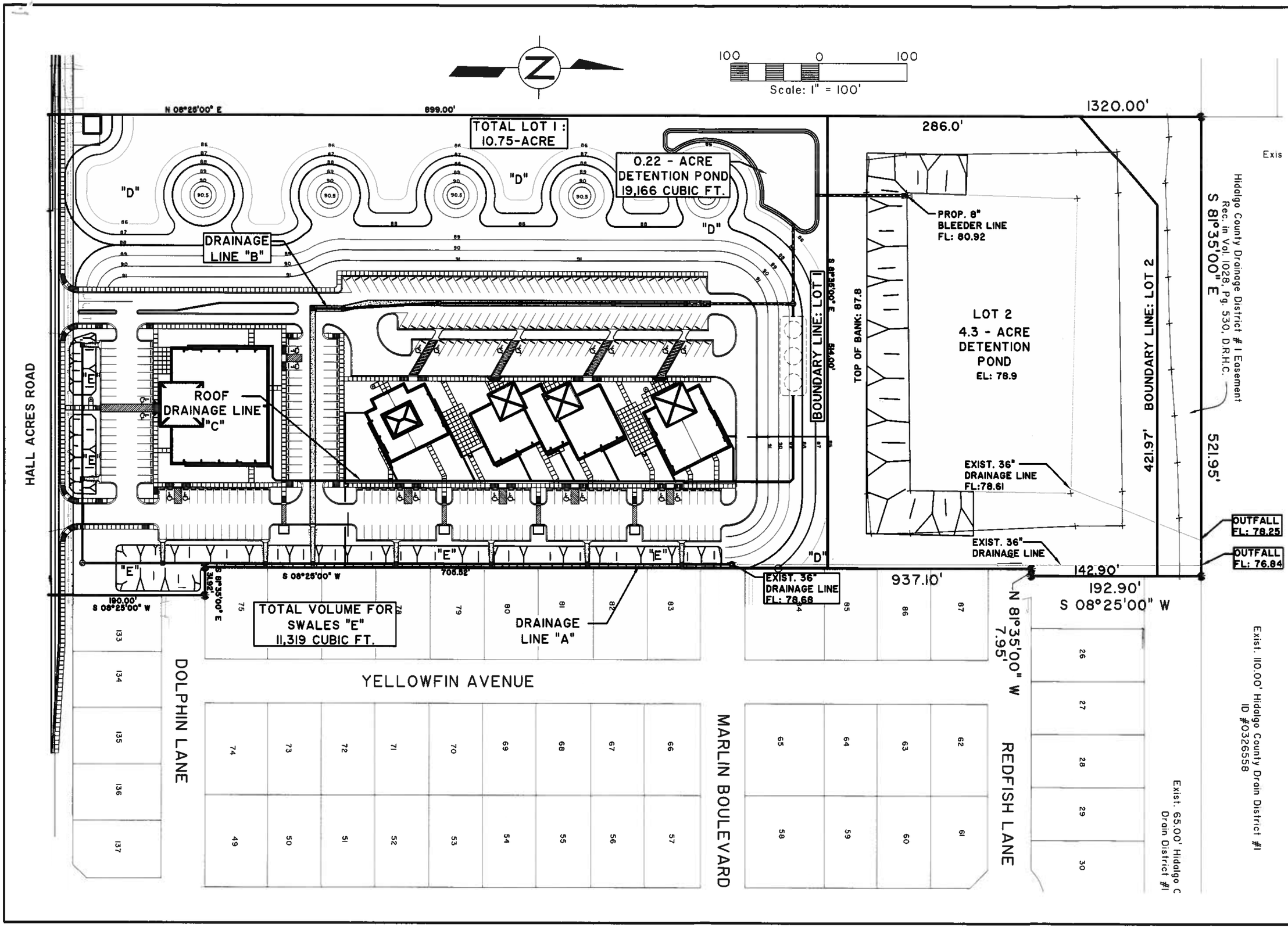
Link: Application Permit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/11/2010 01:43 PM	APRV
2	Roland Garcia	Rolando Garcia	01/14/2010 09:03 AM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/11/2010 11:44 AM

Final Approval Date: 01/15/2010



Professional Engineers & Land Surveyors
R. Gutierrez Engineering Corporation
1301 E. PARK AVENUE - PHARR, TEXAS 78577
(TEL) 956 782-2577 - (FAX) 956 782-2559
FIRM No. 466

PRELIMINARY-FOR REVIEW ONLY

These documents are for Design Review only not intended for Construction, Bidding or Permit Purposes. They were prepared by, or under the supervision of:

RAMIRO GUTIERREZ 65948 PE#
Print Name Date

PRECINCT No.2 OFFICE COMPLEX SUBDIVISION LAYOUT

CITY OF PHARR

BY	DATE	REVISION

SCALE:1"=100
DATE: OCTOBER 2009
FB. No.:
SURVEY BY:
DRAWN BY: JMJ
PREPARED BY: R.G.
CHECKED BY: R.G.

SHEET 0
OF 0

R. Gutierrez Engineering Corporation

Transmittal Form

130 E. Park Ave. - Pharr, Texas 78577 - Telephone: 956 - 782 - 2557 - Fax: 956 - 782 - 2558

TO: Voli Guerra
Hidalgo PCT 2

FROM: Art Garcia, PE

SUBJECT: Hidalgo PCT 2 Complex

PROJECT NO.: ENG08.0244

DATE: 1/7/10

WE ARE SENDING YOU ___ ATTACHED ___ UNDER SEPARATE COVER VIA Hand Delivery THE FOLLOWING ITEMS:

___ BLUEPRINTS	___ PLANS	___ SHOP DRAWINGS	___ CD
___ CHANGE ORDER	___ SAMPLES	___ PAYMENT REQUEST	___ OTHER
___ BID TABULATION	___ CONTRACT DOCUMENTS	___ RECORD DRAWINGS	___ 3 1/2" DISKETTE

QUANTITY / SETS	DATED	ITEM DESCRIPTION
1		Discharge Permit
1		11 x 17 Layout

THESE ARE TRANSMITTED AS CHECKED BELOW:

___ FOR BIDS DUE	___ APPROVED AS NOTED	✓ FOR YOUR RECORDS
✓ FOR APPROVAL	___ APPROVED AS SUBMITTED	___ FOR YOUR ACKNOWLEDGEMENT
___ FOR YOUR USE	___ RETURN FOR CORRECTIONS	___ RESUBMIT FOR APPORVAL
___ AS REQUESTED	___ FOR FURTHER PROCESSING	___ ON LOAN
✓ FOR REVIEW AND COMMENT	✓ FOR SIGNATURE	___ OTHER

COMMENTS:

RECEIVED
JAN 07 2010

Copy Distribution file

Received by:

APPLICATION FOR DISCHARGING STORM WATER INTO H.C.D.D. No. 1 SYSTEM

Applicant: HIDALGO COUNTY PRECINCT No.2

Address: 301 E. STATE ST. – PHARR, TEXAS 78577

Subdivision Name: PRECINCT No.2 OFFICE COMPLEX SUBDIVISION

Name of Receiving Ditch: H.C.D.D. No.1 - PHARR/MCALLEN SOUTH DRAIN

Location or Drainage Area (Furnish Location Map): LOT 229, KELLY PHARR SUBDIVISION

New or Exist. Entrance: NEW Calculated Run-off: 20.38

No. of Acres Developed: 7.21 Size of Pipe: 8”

Size of Box Culvert: N/A Ditch Lateral (size of entrance) sq. ft. N/A

Discharge Flow line of Pipe, Box Culvert, Ditch Lateral: 80.92

Flow line Receiving Ditch: 78.9 Top of Water Receiving Ditch: 78.9

Top of Ditch Elevation: 87.8 Top of water Connection Ditch Lateral N/A

Head Loss Calculated: 8.62 Formula Used: WINSTORM

Project Engineer: RAMIRO GUTIERREZ R.GUTIERREZ ENGINEERING CORP.
(Engineer's Name) (Firm Name)

130 E. PARK AVE. –PHARR, TEXAS 78577 (956) 782-2557 (956) 782-2558
(Address) (Phone #) (Fax #)

*Owner shall be considered a City with the appropriate review boards considering/ granting approval to subdivision: Otherwise, owner/developer signature will be required.

(Owner's Signature)

(Mayor's Signature) (City of)

(Mayor's Print Name) (Date)

APPROVAL OF IRRIGATION DISTRICT

This is to certify that we have reviewed the above application and we hereby approve the plan and application as shown.

(Irrigation District)

By: _____

Title: _____

Date: _____

If not an Irrigation District facility, please sign on line below as acknowledgement:

Sonny Linzey, Hidalgo County Irrigation District No. 2
(Irrigation District)

APPROVAL OF DRAINAGE DISTRICT

APPROVED this _____ day of _____, 20 _____.

By: _____
(Hidalgo County Drainage District Number One)

**** This application required Board of Director's approval. Please submit application, to the District, on Tuesday's before 5:00 p.m. to be placed on Board of Director's meeting the following Tuesday.**

AI-19383 **18.B.**

Amendment #1 to Sugar Rd from Owassa Rd to Sioux Rd-AFA

CC REGULAR

Date:	01/19/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

1. Requesting to rescind action on agenda item (18809) approved by CC on 12-08-09 for the approval of Advance Funding Agreement Amendment#1 for project : Sugar Rd from Owassa Rd to Sioux Rd.
2. Discussion, consideration, acceptance and approval of Advance Funding Agreement Amendment #1 which terminates the project: Sugar Rd from Owassa Rd to Sioux Rd
3. Authority of County Judge to sign the required document(s): Advance Funding Agreement Amendment #1

BACKGROUND

previously approved by CCM of 12/08/2009 but TXDOT did not approve due to changes of limits with the City.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Reference:
AI-18809 CC 12/08/09

Attachments

Link: AFA Amendment #1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 08:48 AM	APRV
2	Roland Garcia	Rolando Garcia	01/14/2010 01:45 PM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yolanda Cisneros — Started On: 01/12/2010 02:43 PM

Final Approval Date: 01/15/2010

CSJ # 0921-02-133
District # 21 (Pharr)
Code Chart 64 # 50109 (Hidalgo County)
Project: Sugar Road from Trenton Road to Sioux Road
CFDA # 20.205(A)

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 7th of April 2005, for the widening of Sugar Road from Trenton Road to Sioux Road; and,

WHEREAS, it has become necessary to terminate that contract since the segment of the project within the jurisdiction of Hidalgo County, from 0.25 miles north of Owassa Road to Owassa Road, will be constructed by the City of Edinburg with local funds;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

The contract executed on the 7th day of April 2005, to widen Sugar Road to 4 lanes from Trenton Road to Sioux Road shall be terminated.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County
Name of Local Government

By: _____
Signature

Rene Ramirez
Printed Name

Hidalgo County Judge
Title

_____
Date

THE STATE OF TEXAS

Executed for the Executive Director and

approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders,

established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix

Director, Contract Services Section
Title

_____
Date

CSJ # 0921-02-133
District # 21 (Pharr)
Code Chart 64 # 50109 (Hidalgo County)
Project: Sugar Road from Trenton Road to Sioux Road
CFDA # 20.205(A)

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COUNTY OF TRAVIS §

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NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

A G R E E M E N T

Article 1. Description of Amended Items

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Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County

Name of Local Government

By: _____

Signature

Rene Ramirez

Printed Name

Hidalgo County Judge

Title

_____

Date

THE STATE OF TEXAS

Executed for the Executive Director and

approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders,

established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix

Director, Contract Services Section
Title

_____
Date

CSJ # 0921-02-133
District # 21 (Pharr)
Code Chart 64 # 50109 (Hidalgo County)
Project: Sugar Rd from Owassa Road to Sioux Road
CFDA # 20.205a

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
AMENDMENT # 1

THIS AMENDMENT IS MADE BY AND BETWEEN the State of Texas, acting through the Texas Department of Transportation, hereinafter called the State, and the County of Hidalgo, acting by and through its duly authorized officials, hereinafter called the Local Government.

WITNESSETH

WHEREAS, the State and the Local Government executed a contract on the 7th of April 2005, for the widening of Sugar Road from Trenton Road to Sioux Road; and,

WHEREAS, it has become necessary to amend that contract to revise the limits of the project; and

WHEREAS, it has become necessary to amend that contract for updated cost information; and

WHEREAS, it has become necessary to amend that contract to address the Economically Disadvantaged County Program reduction to the Local Government's participation as approved by the District Engineer on February 21, 2007; and

WHEREAS, it has become necessary to amend that contract to address American Recovery and Reinvestment Act (ARRA) funds allocated to the Project;

NOW THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the State and the Local Government do agree as follows:

AGREEMENT

Article 1. Description of Amended Items

1) "Article 2. Scope of Work" of the original contract is deleted in its entirety and replaced with the following;

   "This project consists of the widening of Sugar Road to four lanes between Owassa Road and Sioux Road as shown on Attachment B-1."

2) "Article 3. Local Project Sources and Uses of Funds," of the original contract is amended to add the following paragraph as the second paragraph of Article 3a:

   "If the Local Government will perform any work under this contract for which reimbursement will be provided by or through the State, the Local Government must complete training before a letter of authority is issued. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course entitled Local Government Project Procedures Qualification for the Texas Department of Transportation. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project. "

3) "Article 3. Local Project Sources and Uses of Funds," of the original contract is amended to add the following paragraph as paragraph 3n:

"Payment under this contract beyond the end of the current fiscal biennium is subject to availability of appropriated funds. If funds are not appropriated, this contract shall be terminated immediately with no liability to either party."

4) "Article 22. Inspection of Books and Records," of the original contract is being amended to add the following paragraphs:

"Whenever American Recovery and Reinvestment Act of 2009 (ARRA) funds are used and the Local Government is performing any work, either directly or through a contractor, it must comply with the following provisions. If a Local Government is receiving ARRA funds, but is not performing any work, the following provisions apply, if appropriate, and to the extent necessary to comply with ARRA regulations."

"In accordance with Section 902 of the American Recovery and Reinvestment Act of 2009 (ARRA), should this agreement involve the expenditure of ARRA funds, then the U.S. Comptroller General and its representatives shall have the authority to:

- *a. examine any records of the contractor or any of its subcontractors, or any State or local agency administering such contract, that directly pertain to, and involve transactions relating to the contract or subcontract; and*
- *b. interview any officer or employee of the contractor or any of its subcontractors, or any State or local agency administering the contract regarding such contracts.*

Nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of the Comptroller General.

In accordance with Section 1515(a) of the ARRA, with respect to each contract or grant awarded using covered funds, any representative of an appropriate inspector general appointed under Section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), is authorized:

- *a. to examine any records of the contractor or grantee, any of its subcontractors or subgrantees, or any State or local agency administering such contract that pertain to and involve transactions relating to the contract, subcontract, grant, or subgrant; and*
- *b. to interview any officer or employee of the contractor, grantee or subgrantee, or agency regarding such transactions.*

Section 1515(b) further provides that nothing in the section previously mentioned shall be interpreted to limit or restrict in any way the existing authority of an inspector general.

The ARRA requires that the Contractor report monthly employment information for its firm as well as that of all of its subcontractors. The Contractor, similarly, shall include this reporting requirement in all of its subcontracts. Failing to include the requirement in agreements with subcontractors can serve as grounds for contract termination.

Form FHWA-1589, Monthly Employment Report, promulgated by the Federal Highway Administration (FHWA), captures the necessary monthly employment information and shall be submitted by the Contractor on a regular basis to the LG (Local Government). It is the responsibility of the LG to obtain this form from the prime Contractor and any subcontractors and, the LG shall verify the accuracy, completeness, and reasonableness of the data contained in the form. The LG shall ensure that this form is submitted by the LG to the State according to the policies and at the direction of the State.

In order to meet any other FHWA and ARRA reporting requirements, the LG shall provide to the State all information requested by the State, including data or information in possession of contractors and subcontractors for completing other necessary reporting forms, and the information shall be submitted in the manner required and according to all due dates as set by the State.

Furthermore, the ARRA mandates that the U.S. Comptroller General's Office shall have authority to examine the records of the contractor, subcontractor, or local agency relating to the project at any time.""

5) "Article 23. Office of Management and Budget (OMB) Audit Requirements," of the original contract is amended to add the following paragraph:

"Whenever funds from the American Recovery and Reinvestment Act of 2009 (ARRA) are distributed to a Local Government, the Local Government must complete its Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC), as required by OMB Circular A-133, and separately identify any ARRA expenditures for Federal Awards."

6) "Attachment B, Location Map Showing Project" of the Advance Funding Agreement is deleted in its entirety and replaced with "Attachment B-1, Project Location Map" contained herein;

7) "Attachment C, Project Payment Provisions and Work Responsibilities" of the Advance Funding Agreement is deleted in its entirety and replaced with "Attachment C-1, Project Budget" contained herein;

8) All other provisions of the original contract are unchanged and remain in full force and effect.

Article 2. Signatory Warranty

The signatories to this amendment warrant that each has the authority to enter into this agreement on behalf of the organization they represent.

IN WITNESS WHEREOF, THE STATE AND THE LOCAL GOVERNMENT have executed duplicate counterparts to effectuate this agreement.

THE LOCAL GOVERNMENT

Hidalgo County
Name of Local Government

By: _____
Signature

Rene Ramirez
Printed Name

Hidalgo County Judge
Title

12/08/09
Date

THE STATE OF TEXAS

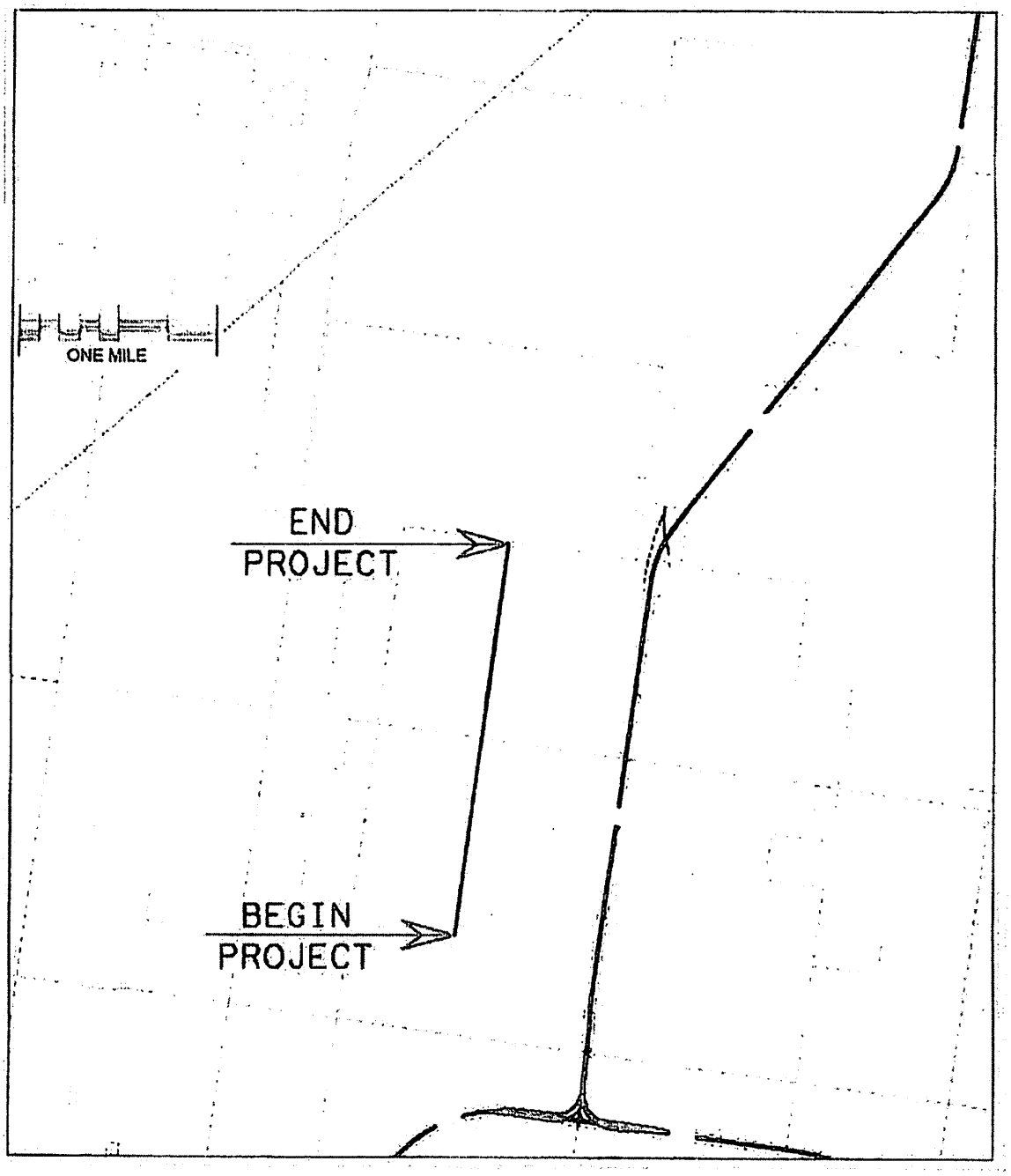
Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Janice Mullenix

Director, Contract Services Section
Title

_____
Date

ATTACHMENT B-1
PROJECT LOCATION MAP



ATTACHMENT C-1
PROJECT BUDGET

The Hidalgo County Metropolitan Planning Organization (HCMPO) allocated Federal American Recovery and Reinvestment Act (ARRA) Funds in the amount of $3,778,217.23 for this project. These funds are to be used exclusively for construction costs and are capped. Per HCMPO direction, use of these ARRA funds requires Local Government participation at a rate equal to that of the required Local Government participation for the funding being used for construction engineering and contingency costs as well as the funding being used for construction costs above that covered by the ARRA funds and associated Local Government participation. Metropolitan Mobility/Rehabilitation funds will be used to cover construction costs which exceed the capped ARRA funds and associated required Local Government participation. The Local Government will also be responsible for 100% of all preliminary engineering, right of way and utility adjustment costs.

The project costs will be split between the two Local Governments based on the segment lengths within each entity's jurisdiction - 90% for the City of Pharr, and 10% for Hidalgo County. Considering this, the usual 20% Local Government match, and taking into account approved Economically Disadvantaged County Program (EDCP) reductions of 82% for the City of Pharr and 28% for Hidalgo County, Local Government participation for construction and construction engineering and contingencies is 3.24% for the City of Pharr and 1.44% for Hidalgo County. For non ARRA funding, State participation to cover the Local Government's EDCP reductions will be 15.32%. There will be no State participation for the ARRA funding.

The following is an estimated breakdown of the project costs and funding participation. It is understood that the costs shown are estimates only, and Local Government participation will be based on actual charges to the project:

Description	Total Estimated Cost	Federal Participation		State Participation		Local Government Participation			
						City of Pharr		Hidalgo County	
		%	Cost	%	Cost	%	Cost	%	Cost
Preliminary Engineering (Estimated @ 6% of Construction)	$ 237,823.16	0.00%	$ -	0.00%	$ -	90.00%	$ 214,040.84	10.00%	$ 23,782.32
ROW & Utility Adjustments	$1,900,000.00	0.00%	$ -	0.00%	$ -	90.00%	$1,710,000.00	10.00%	$ 190,000.00
Construction	$3,963,719.29	# 95.32%	$ 3,778,217.23	@ 0.00%	$ 0.00	3.24%	$ 128,424.50	1.44%	$ 57,077.56
Construction Engineering & Contingencies (E&C) (estimated at 12% of Construction Costs)	$ 475,646.31	80.00%	$ 380,517.05	15.32%	$ 72,869.01	3.24%	$ 15,410.94	1.44%	$ 6,849.31
PROJECT TOTAL	$6,577,188.76		$ 4,158,734.28		$ 72,869.01		$ 2,067,876.28		$ 277,709.19

- 95.32% Participation for the first $3,963,719.29 in construction costs incurred, and 80% thereafter.
@ - 0% Participation for the first $3,963,719.29 in construction costs incurred, and 15.32% thereafter.

AI-19302 **19.A.**

Creations, Deletions, Reclassifications, and transfer employees.
CC REGULAR

Date:	01/19/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Comm. Pct. 3
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

Parks (1213)/ R&B (1203)/ Sanitation (1100):
a. Approval of deletions, creations, reclassifications, and transfers of employees of various regular full-time positions. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules. See attached worksheet.
b. Approval of 2010 interfund transfer.
c. Approval of 2010 revised salary schedule,

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** Funds 1213, 1203, 1100

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

BUDGETARY IMPACT:

No Budgetary Impact.
Transfer of funds from Pct. #3 Sanitation (1100) to Pct. #3 R&B (1203), pending interfund transfer.

Attachments

Link: PAR'S
Link: Reclassification forms
Link: Revised Salary Schedules
Link: Worksheet
Link: job descriptions
Link: Interfund
Link: Fiscal Notes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Sylvia Solis	Sylvia Solis	01/15/2010 02:22 PM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 02:25 PM	APRV
3	Rosalinda Cantu		01/15/2010 05:00 PM	PEND

Form Started By: Sylvia Solis Started On: 01/07/2010 09:27 AM

Final Approval Date: 01/15/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0006

REQUESTED POSITION TITLE: Supervisor

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 30,000.00 (Current Budgeted Salary) $ 30,000.00 (Proposed Budgeted Salary) $ 0.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other No Budgetary Impact

POSITION Type:

Full Time Employee Object 113 [X] 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)

SUPERVISES AND COORDINATES ACTIVITIES AND PERSONNEL OF THE HIDALGO COUNTY LANDFILL AND COLLECTION STATIONS. ALSO, SUPERVISES ACTIVITIES OF ALL FIELD WORKERS AND KEEPS ACCURATE RECORDS OF MATERIALS ACCEPTED AT THE LANDFILL.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	Esther A. Cortez /gr 01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/14/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0009

REQUESTED POSITION TITLE: Truck Driver III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 0.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other No Budgetary Impact

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)

THE ADDITION OF COLLECTION STATIONS AND RESPONSIBILITES ADHERED TO THE COLLECTIONS STATIONS HAS INCREASED THE NEED OF ADDITIONAL TRUCK DRIVERS IN THE SANITATION DEPT.

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.	Ramiro Flores / DEPARTMENT HEAD	1-14-2010 / DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez / HUMAN RESOURCES DIRECTOR	01.15.10 / DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 / DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0011

REQUESTED POSITION TITLE: Truck Driver III

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 32,000.00 (Current Budgeted Salary) $ 32,000.00 (Proposed Budgeted Salary) $ 0.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other No Budgetary Impact

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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

THE ADDITION OF COLLECTION STATIONS AND RESPONSIBILITES ADHERED TO THE COLLECTIONS STATIONS HAS INCREASED THE NEED OF ADDITIONAL TRUCK DRIVERS IN THE SANITATION DEPT.

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.	DEPARTMENT HEAD	DATE 1-14-2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 01-15-10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: Maintenance III CURRENT SLOT. #: 0024

REQUESTED POSITION TITLE: Supervisor

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ 35,700.00 (Current Budgeted Salary) $ 35,700.00 (Proposed Budgeted Salary) $ 0.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other No Budgetary Impact

POSITION Type:

Full Time Employee Object 113 [X] 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)

SUPERVISE THE ACTIVITIES OF ALL CREW MEMBERS. ALSO, COORDINATE AND SCHEDULE ALL ROAD AND BRIDGE ACTIVITIES.

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.	DEPARTMENT HEAD	DATE 1-14-2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 01.15.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Parks (123-008) DATE: 01/07/10

CURRENT POSITION TITLE: Maintenance I CURRENT SLOT. #: 0009

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM PARKS TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0032

REQUESTED POSITION TITLE: Maintenance I

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from Parks)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from Parks (123-008).

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)

TRANSFERRING POSITION FROM PARKS TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0021

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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 [ ] _____ 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)

TRANSFERRING POSITION FROM R&B TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	DATE 1-14-2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 01.15.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0033

REQUESTED POSITION TITLE: Heavy Equipment Operator III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from R&B)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from R&B (123-005).

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)

TRANSFERRING POSITION FROM R&B TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR Esther A. Cortez/se	01-15-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0034

REQUESTED POSITION TITLE: Maintenance II

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from R&B)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from R&B (123-005).

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)

TRANSFERRING POSITION FROM R&B TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 - Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0003

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01-15-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0074

REQUESTED POSITION TITLE: Heavy Equipment Operator III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from Sanitation)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from Sanitation (123-001).

POSITION Type:

Full Time Employee Object 113 [X] 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	[X]	Non-Exempt	[X]
N/A	[ ]		

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

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 - Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0010

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 33,600.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (33,600.00) (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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	E. M. Pena DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /HR HUMAN RESOURCES DIRECTOR	01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	MD Brown DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0075

REQUESTED POSITION TITLE: Heavy Equipment Operator III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from Sanitation)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 33,600.00 (Proposed Budgeted Salary) $ 33,600.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from Sanitation (123-001).

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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0076

REQUESTED POSITION TITLE: Truck Driver III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from Sanitation)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from Sanitation (123-001).

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)

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	DATE 1-14-2010	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE 01.15.10	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/15/10	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: Maintenance II CURRENT SLOT. #: 0048

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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 [ ] _____ 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	[X]	Non-Exempt	[X]
N/A	[ ]		

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

TRANSFERRING POSITION FROM R&B TO SANITATION DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN THE LANDFILL AND COLLECTION STATIONS.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez /apr HUMAN RESOURCES DIRECTOR	01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 - Sanitation (123-001) DATE: 01/07/10

CURRENT POSITION TITLE: Truck Driver III CURRENT SLOT. #: 0022

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM SANITATION TO R&B DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN ROAD REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01-15-10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1-15-10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – P/U Rd (123-005) DATE: 01/07/10

CURRENT POSITION TITLE: Heavy Equipment Operator III CURRENT SLOT. #: 0028

REQUESTED POSITION TITLE: N/A

REQUEST FOR:

☐ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other DELETION OF POSITION

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

POSITION SALARY REQUEST:

Salary Amount: $ 28,000.00 (Current Budgeted Salary) $ 0.00 (Proposed Budgeted Salary) $ (28,000.00) (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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM R&B TO PARKS DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN PARK REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esthela A. Cortez /jpc HUMAN RESOURCES DIRECTOR	01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1-15-10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 3 – Park (123-008) DATE: 01/07/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0017

REQUESTED POSITION TITLE: Heavy Equipment Operator III

REQUEST FOR:

☒ New Position ☐ Temporary Position ☐ Position Reclassification* ☒ Other Transfer-in employee (from R&B)

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

POSITION SALARY REQUEST:

Salary Amount: $ 0.00 (Current Budgeted Salary) $ 28,000.00 (Proposed Budgeted Salary) $ 28,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Funding of position pending interfund transfer from R&B (123-005).

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	☐
Non-Exempt	☒	Non-Exempt	☒
N/A	☐		

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

TRANSFERRING POSITION FROM R&B TO PARKS DEPT. DUE TO INCREASE IN NEEDS AND RESPONSIBILITIES IN PARK REPAIRS AND MAINTENANCE.

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.	DEPARTMENT HEAD	1-14-2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	01.15.10 DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	1/15/10 DATE	BUDGET PROCEDURES COMPLETED	☐ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 3 - SANITATION** **REQUEST DATE: 01/07/10**

DEPARTMENT NUMBER: **123** **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0006

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

HEAVY EQUIPMENT OPERATOR III	$30,000.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

SUPERVISOR	$30,000.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

SUPERVISOR	$30,000.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esther A. Cortez /pfr	01-15-10
Human Resources Representative	Date
Norma G. García	01/15/10
County Treasurer Representative	Date
Liz R. Brown	01/15/2010
Budget & Management Representative	Date

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: Pct. 3 - SANITATION **REQUEST DATE:** 01/07/10

DEPARTMENT NUMBER: 123 **PROGRAM NUMBER:** 001

CURRENT SLOT #: 0009

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

HEAVY EQUIPMENT OPERATOR III	$28,000.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

TRUCK DRIVER III	$28,000.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

TRUCK DRIVER III	$28,000.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esther A. Cortez/pa	01-15-10
Human Resources Representative	Date
Norma G. Garcia	01/15/10
County Treasurer Representative	Date
[signature]	01/15/10
Budget & Management Representative	Date

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 3 - SANITATION** **REQUEST DATE: 01/07/10**

DEPARTMENT NUMBER: **123** **PROGRAM NUMBER: 001**

CURRENT SLOT #: 0011

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

HEAVY EQUIPMENT OPERATOR III	$32,000.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

TRUCK DRIVER III	$32,000.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

TRUCK DRIVER III	$32,000.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esther A. Cadena	01.15.10
Human Resources Representative	Date
Norma G. García	01/15/10
County Treasurer Representative	Date
[signature]	1/14/2010
Budget & Management Representative	Date

HIDALGO COUNTY

RECLASSIFICATION COMMITTEE ADJUSTMENT RECOMMENDATION FORM

DEPARTMENT NAME: **Pct. 3 P/U RD** **REQUEST DATE: 01/07/10**

DEPARTMENT NUMBER: **123** **PROGRAM NUMBER: 005**

CURRENT SLOT #: 0024

DEPARTMENT RECLASSIFICATION REQUEST

CURRENT:

MAINTENANCE III	$37,500.00
Classification/Position Title	Pay Grade/Salary

REQUESTED ADJUSTMENT:

SUPERVISOR	$37,500.00
Classification/Position Title	Pay Grade/Salary

COMMITTEE RECOMMENDATION

SUPERVISOR	$37,500.00
Classification/Position Title	Pay Grade/Salary

COMMENTS:

SIGNATURES

Esther A. Cortez Ipe	01.15.10
Human Resources Representative	Date
Norma G. García	01/15/10
County Treasurer Representative	Date
[signature]	1/15/10
Budget & Management Representative	Date

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-123-001-0

AI - 19302

PCT. 3 - SANITATION

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	SANITATION DIRECTOR	48,300.00	0.00	0.00	0	0.00	0.00	48,300.00	48,300.00	300.00	0.00	0.00	0.00	0.00	48,600.00
0002	113	SENIOR DEPUTY CONSTABLE STEP I	41,800.00	0.00	0.00	0	0.00	0.00	41,800.00	41,800.00	420.00	0.00	0.00	0.00	0.00	42,220.00
		DELETION OF POSITION: ↓														
~~0003~~	~~113~~	~~HEAVY EQUIPMENT OPERATOR III~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~28,000.00~~	~~28,000.00~~	~~660.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,660.00~~
0004	113	HEAVY EQUIPMENT OPERATOR II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0005	113	HEAVY EQUIPMENT OPERATOR II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
		RECLASSIFY TO:														
		SUPERVISOR														
0006	**113**	~~**HEAVY EQUIPMENT OPERATOR II**~~	**30,000.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**30,000.00**	**30,000.00**	**600.00**	**0.00**	**0.00**	**0.00**	**0.00**	**30,600.00**
0007	113	TRUCK DRIVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0008	113	TRUCK DRIVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
		RECLASSIFY TO:														
		TRUCK DRIVER III														
0009	**113**	~~**HEAVY EQUIPMENT OPERATOR II**~~	**28,000.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**28,000.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**28,000.00**
		DELETION OF POSITION: ↓														
~~0010~~	~~113~~	~~HEAVY EQUIPMENT OPERATOR III~~	~~33,600.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~33,600.00~~	~~33,600.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~33,600.00~~
		RECLASSIFY TO:														
		TRUCK DRIVER III														
0011	**113**	~~**HEAVY EQUIPMENT OPERATOR III**~~	**32,000.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**32,000.00**	**32,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**32,000.00**
0012	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0013	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0014	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0015	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0016	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0017	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0018	113	TRUCK DRIVER III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0019	113	TRUCK DRIVER III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0020	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0021	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-432-00-123-001-0

AI - 19302

PCT. 3 - SANITATION

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		DELETION OF POSITION: ↓														
~~0022~~	~~113~~	~~TRUCK DRIVER III~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~28,000.00~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,000.00~~
0023	113	TRUCK DRIVER III	26,144.00	0.00	0.00	0	0.00	0.00	26,144.00	26,144.00	0.00	0.00	0.00	0.00	0.00	26,144.00
0024	113	TRUCK DRIVER III	26,144.00	0.00	0.00	0	0.00	0.00	26,144.00	26,144.00	0.00	0.00	0.00	0.00	0.00	26,144.00
0025	113	SOLID WASTE ENFORCEMENT OFFICER	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	0.00	0.00	1,200.00	0.00	0.00	37,680.00
0026	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0027	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0028	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0029	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0030	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0031	113	MAINTENANCE I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
		PROPOSED POSITION: ↓														
0032	**113**	**MAINTENANCE I**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		PROPOSED POSITION: ↓														
0033	**113**	**HEAVY EQUIPMENT OPERATOR III**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		PROPOSED POSITION: ↓														
0034	**113**	**MAINTENANCE II**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			907,748.00	84,000.00	84,000.00		0.00	0.00	991,748.00	907,748.00	3,780.00	0.00	1,200.00	0.00	0.00	912,728.00

Approval to delete two (2) Heavy Equipment Operator III positions, slot no. 0003 & 0010, budgeted salary $28,000.00 each.
Approval to delete one (1) Truck Driver III position, slot no. 0022, budgeted salary $28,000.00.
Approval to reclassify one (1) Heavy Equipment Operator III position to one (1) Supervisor position, slot no. 0006, same budgeted salary.
Approval to reclassify one (1) Heavy Equipment Operator III position to one (1) Truck Driver III position, slot no. 0009, same budgeted salary.
Approval to reclassify one (1) Heavy Equipment Operator III position to one (1) Truck Driver III position, slot no. 0011, same budgeted salary.
Approval to create one (1) Maintenance I position, slot no. 0032, budgeted salary $28,000.00 and transfer-in employee no. 142476 (from Parks).
Approval to create one (1) Heavy Equipment Operator III position, slot no. 0033, budgeted salary $28,000.00 and transfer-in employee no. 163724 (from R&B).
Approval to create one (1) Maintenance II position, slot no. 0034, budgeted salary $28,000.00 and transfer-in employee no. 152293 (from R&B).
All positions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1203-431-00-123-005-0

AI - 19302

PCT. 3 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	CHIEF ADMINISTRATOR	84,357.00	0.00	0.00	0	0.00	0.00	84,357.00	84,357.00	360.00	0.00	0.00	0.00	0.00	84,717.00
0002	113	COORDINATOR	80,982.00	0.00	0.00	0	0.00	0.00	80,982.00	80,982.00	1,267.19	0.00	0.00	0.00	0.00	82,249.19
0003	113	EXECUTIVE ASSISTANT	62,986.00	0.00	0.00	0	0.00	0.00	62,986.00	62,986.00	557.23	0.00	0.00	0.00	0.00	63,543.23
0004	113	FIELD OPERATIONS DIRECTOR	60,737.00	0.00	0.00	0	0.00	0.00	60,737.00	60,737.00	900.00	0.00	0.00	0.00	0.00	61,637.00
0005	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	54,600.00	0.00	0.00	0	0.00	0.00	54,600.00	54,600.00	431.88	0.00	0.00	0.00	0.00	55,031.88
0006	113	ASSISTANT FIELD/OPERATIONS DIRECTOR	51,739.00	0.00	0.00	0	0.00	0.00	51,739.00	51,739.00	0.00	0.00	0.00	0.00	0.00	51,739.00
0007	113	ADMINISTRATIVE AIDE	45,443.00	0.00	0.00	0	0.00	0.00	45,443.00	45,443.00	360.00	0.00	0.00	0.00	0.00	45,803.00
0008	113	PAVING SUPERVISOR	43,363.00	0.00	0.00	0	0.00	0.00	43,363.00	43,363.00	480.00	0.00	0.00	0.00	0.00	43,843.00
0009	113	COMMUNITY LIAISON	41,081.00	0.00	0.00	0	0.00	0.00	41,081.00	41,081.00	0.00	0.00	0.00	0.00	0.00	41,081.00
0010	113	MECHANIC III	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	600.00	0.00	0.00	0.00	0.00	42,600.00
0011	113	MAINTENANCE III	37,800.00	0.00	0.00	0	0.00	0.00	37,800.00	37,800.00	480.00	0.00	0.00	0.00	0.00	38,280.00
0012	113	HUMAN RESOURCES SPECIALIST	34,234.00	0.00	0.00	0	0.00	0.00	34,234.00	34,234.00	0.00	0.00	0.00	0.00	0.00	34,234.00
0013	113	HEAVY EQUIPMENT OPERATOR III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0014	113	HEAVY EQUIPMENT OPERATOR III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	840.00	0.00	0.00	0.00	0.00	34,440.00
0015	113	HEAVY EQUIPMENT OPERATOR III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	1,200.00	0.00	0.00	0.00	0.00	34,800.00
0016	113	HEAVY EQUIPMENT OPERATOR II	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	720.00	0.00	0.00	0.00	0.00	34,320.00
0017	113	HEAVY EQUIPMENT OPERATOR II	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	360.00	0.00	0.00	0.00	0.00	33,960.00
0018	113	HEAVY EQUIPMENT OPERATOR II	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0019	113	HEAVY EQUIPMENT OPERATOR II	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	900.00	0.00	0.00	0.00	0.00	34,500.00
0020	113	HEAVY EQUIPMENT OPERATOR II	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	540.00	0.00	0.00	0.00	0.00	34,140.00
~~0021~~	~~113~~	**DELETION OF POSITION:** ↓ ~~HEAVY EQUIPMENT OPERATOR III~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~28,000.00~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,000.00~~
0022	113	HEAVY EQUIPMENT OPERATOR III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0023	113	TRUCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1203-431-00-123-005-0

AI - 19302

PCT. 3 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		RECLASSIFY TO:														
		SUPERVISOR														
0024	**113**	**~~MAINTENANCE III~~**	**35,700.00**	**0.00**	**0.00**	**0**	**0.00**	**0.00**	**35,700.00**	**35,700.00**	**480.00**	**0.00**	**0.00**	**0.00**	**0.00**	**36,180.00**
0025	113	HEAVY EUIPMENT OPERATOR III	29,852.00	0.00	0.00	0	0.00	0.00	29,852.00	29,852.00	720.00	0.00	0.00	0.00	0.00	30,572.00
0026	113	TRUCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	660.00	0.00	0.00	0.00	0.00	32,660.00
0027	113	TRUCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	360.00	0.00	0.00	0.00	0.00	32,360.00
		DELETION OF POSITION:														
		↓														
~~0028~~	**~~113~~**	**~~HEAVY EQUIPMENT OPERATOR III~~**	**~~28,000.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0~~**	**~~0.00~~**	**~~0.00~~**	**~~28,000.00~~**	**~~28,000.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~28,000.00~~**
0029	113	OFFICE CLERK	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0030	113	MECHANIC II	28,796.00	0.00	0.00	0	0.00	0.00	28,796.00	28,796.00	0.00	0.00	0.00	0.00	0.00	28,796.00
0031	113	INVOICE CLERK	28,484.00	0.00	0.00	0	0.00	0.00	28,484.00	28,484.00	275.86	0.00	0.00	0.00	0.00	28,759.86
0032	113	TRCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	300.00	0.00	0.00	0.00	0.00	32,300.00
0033	113	TRCK DRVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
0034	113	TRCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	600.00	0.00	0.00	0.00	0.00	32,600.00
0035	113	TRCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	600.00	0.00	0.00	0.00	0.00	32,600.00
0036	113	TRCK DRVER III	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	840.00	0.00	0.00	0.00	0.00	32,840.00
0037	113	MAINTENANCE II	28,366.00	0.00	0.00	0	0.00	0.00	28,366.00	28,366.00	0.00	0.00	0.00	0.00	0.00	28,366.00
0038	113	MAINTENANCE II	28,186.00	0.00	0.00	0	0.00	0.00	28,186.00	28,186.00	600.00	0.00	0.00	0.00	0.00	28,786.00
0039	113	TRUCK DRIVER I	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	600.00	0.00	0.00	0.00	0.00	34,200.00
0040	113	MAINTENANCE I	30,000.00	0.00	0.00	0	0.00	0.00	30,000.00	30,000.00	360.00	0.00	0.00	0.00	0.00	30,360.00
0041	113	TRAFFIC SAFETY SPECIALIST II	28,116.00	0.00	0.00	0	0.00	0.00	28,116.00	28,116.00	720.00	0.00	0.00	0.00	0.00	28,836.00
0042	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	720.00	0.00	0.00	0.00	0.00	28,720.00
0043	113	HEAVY EQUIPMENT OPERATOR III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0044	113	TRUCK DRIVER I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0045	113	TRUCK DRIVER I	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	300.00	0.00	0.00	0.00	0.00	32,300.00
0046	113	MAINTENANCE III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0047	113	TRUCK DRIVER II	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	0.00	0.00	0.00	0.00	0.00	32,000.00
		DELETION OF POSITION:														
		↓														
~~0048~~	**~~113~~**	**~~MAINTENANCE II~~**	**~~28,000.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0~~**	**~~0.00~~**	**~~0.00~~**	**~~28,000.00~~**	**~~28,000.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~0.00~~**	**~~28,000.00~~**
0049	113	TRAFFIC SAFETY SPECIALIST II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	360.00	0.00	0.00	0.00	0.00	28,360.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1203-431-00-123-005-0

AI - 19302

PCT. 3 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0050	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	300.00	0.00	0.00	0.00	0.00	28,300.00
0051	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	420.00	0.00	0.00	0.00	0.00	28,420.00
0052	113	MAINTENANCE III	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0053	113	CUSTODIAN	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	480.00	0.00	0.00	0.00	0.00	28,480.00
0054	113	HEAVY EQUIPMENT OPERATOR II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0055	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0056	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0057	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0058	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0059	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0060	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0061	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0062	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0063	113	TIRE REPAIR/MAINTENANCE	30,000.00	0.00	0.00	0	0.00	0.00	30,000.00	30,000.00	0.00	0.00	0.00	0.00	0.00	30,000.00
0067	113	WELDER	32,760.00	0.00	0.00	0	0.00	0.00	32,760.00	32,760.00	0.00	0.00	0.00	0.00	0.00	32,760.00
0068	113	HEAVY EQUIPMENT OPERATOR I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
0069	113	HEAVY EQUIPMENT OPERATOR I	24,880.00	0.00	0.00	0	0.00	0.00	24,880.00	24,880.00	0.00	0.00	0.00	0.00	0.00	24,880.00
T070	121	OFFICE CLERK	18,720.00	0.00	0.00	0	0.00	0.00	18,720.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
T071	121	OFFICE CLERK	18,720.00	0.00	0.00	0	0.00	0.00	18,720.00	18,720.00	0.00	0.00	0.00	0.00	0.00	18,720.00
0072	113	HEAVY EQUIPMENT OPERATOR III	33,600.00	0.00	0.00	0	0.00	0.00	33,600.00	33,600.00	0.00	0.00	0.00	0.00	0.00	33,600.00
0073	113	INVENTORY CONTROL SPECIALIST	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	0.00	0.00	0.00	38,000.00
0074	**113**	**PROPOSED POSITION: ↓ HEAVY EQUIPMENT OPEATOR III**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
0075	**113**	**PROPOSED POSITION: ↓ HEAVY EQUIPMENT OPEATOR III**	**0.00**	**33,600.00**	**33,600.00**	**0**	**0.00**	**0.00**	**33,600.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1203-431-00-123-005-0

AI - 19302

PCT. 3 P/U RD

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		PROPOSED POSITION: ↓														
0076	**113**	**TRUCK DRIVER III**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			2,371,422.00	89,600.00	89,600.00		0.00	0.00	2,461,022.00	2,352,702.00	20,292.16	0.00	0.00	0.00	0.00	2,372,994.16

Approval to delete two (2) Heavy Equipment Operator III positions, slot no. 0021 & 0028, budgeted salary $28,000.00 each.
Approval to reclassify one (1) Maintenance III position to one (1) Supervisor position, slot no. 0024, same budgeted salary.
Approval to create one (1) Heavy Equipment Operator III position, slot no. 0074, budgeted salary $28,000.00 and transfer-in employee no. 74683 (from Sanitation).
Approval to create one (1) Heavy Equipment Operator III position, slot no. 0075, budgeted salary $33,600.00 and transfer-in employee no. 27677(from Sanitation).
Approval to create one (1) Truck Driver III position, slot no. 0076, budgeted salary $28,000.00 and transfer-in employee no. 165468 (from Sanitation).
All positions pending CC approval.

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1213-452-00-123-008-0

AI - 19302

PARKS PCT. 3

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	PARK DIRECTOR	43,362.90	0.00	0.00	0	0.00	0.00	43,362.90	43,363.00	720.00	0.00	0.00	0.00	0.00	44,083.00
0002	113	PARK COORDINATOR	38,799.00	0.00	0.00	0	0.00	0.00	38,799.00	38,799.00	1,140.00	0.00	0.00	0.00	0.00	39,939.00
0003	113	FOREMAN	32,000.00	0.00	0.00	0	0.00	0.00	32,000.00	32,000.00	480.00	0.00	0.00	0.00	0.00	32,480.00
0004	113	MECHANIC II	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0005	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0006	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	720.00	0.00	0.00	0.00	0.00	28,720.00
0007	113	HEAVY EQ OP I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	600.00	0.00	0.00	0.00	0.00	28,600.00
0008	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
		DELETION OF POSITION: ↓														
~~0009~~	~~113~~	~~MAINTENANCE I~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0~~	~~0.00~~	~~0.00~~	~~28,000.00~~	~~28,000.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~0.00~~	~~28,000.00~~
0010	113	CUSTODIAN	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	540.00	0.00	0.00	0.00	0.00	28,540.00
0011	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0012	113	MAINTENANCE I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	0.00	0.00	0.00	0.00	0.00	28,000.00
0013	113	PEACE OFFICER STEP I	38,000.00	0.00	0.00	0	0.00	0.00	38,000.00	38,000.00	0.00	0.00	1,200.00	0.00	0.00	39,200.00
0014	113	MAINTENANCE III	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0015	113	MAINTENANCE III	29,040.00	0.00	0.00	0	0.00	0.00	29,040.00	29,040.00	0.00	0.00	0.00	0.00	0.00	29,040.00
0016	113	PEACE OFFICER	36,480.00	0.00	0.00	0	0.00	0.00	36,480.00	36,480.00	0.00	0.00	1,800.00	0.00	0.00	38,280.00
		PROPOSED POSITION: ↓														
0017	**113**	**HEAVY EQUIPMENT OPERATOR III**	**0.00**	**28,000.00**	**28,000.00**	**0**	**0.00**	**0.00**	**28,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			498,721.90	28,000.00	0.00		0.00	0.00	526,721.90	498,722.00	4,200.00	0.00	3,000.00	0.00	0.00	505,922.00

Approval to delete one (1) Maintenance I, slot no. 0009, budgeted salary $28,000.00.
Approval to create one (1) Heavy Equipment Operator III, slot no. 0017, budgeted salary $28,000.00 and transfer-in employee no. 138061(from Parks).
All positions pending CC approval.

HIDALGO COUNTY
PRECINCT. 3
POSITION DELETIONS, CREATIONS, RECLASSIFICATIONS, AND EMPLOYEE TRANSFERS
SUMMARY

Slot No.	Employee No. (Transfer From)	Current Position Title	Proposed Position Title	Current Budgeted Salary	Proposed Budgeted Salary	Difference
DELETIONS OF POSITIONS:						
Sanitation						
123-001-0003		Heavy Equipment Operator III	N/A	28,000.00	-	(28,000.00)
123-001-0010		Heavy Equipment Operator III	N/A	33,600.00	-	(33,600.00)
123-001-0022		Truck Driver III	N/A	28,000.00	-	(28,000.00)
R&B						
123-005-0021		Heavy Equipment Operator III	N/A	28,000.00	-	(28,000.00)
123-005-0028		Heavy Equipment Operator III	N/A	28,000.00	-	(28,000.00)
123-005-0048		Maintenance II	N/A	28,000.00	-	(28,000.00)
Parks						
123-008-0009		Maintenance I	N/A	28,000.00	-	(28,000.00)
CREATIONS OF POSITIONS & EMPLOYEE TRANSFERS:						
Sanitation						
123-001-0032	142476 (from Parks)	N/A	Maintenance I	-	28,000.00	28,000.00
123-001-0033	163724 (from R&B)	N/A	Heavy Equipment Operator III	-	28,000.00	28,000.00
123-001-0034	152293 (from R&B)	N/A	Maintenance II	-	28,000.00	28,000.00
Parks						
123-008-0017	138061 (from R&B)	N/A	Heavy Equipment Operator III	-	28,000.00	28,000.00
R&B						
123-005-0074	74683 (from Sanitation)	N/A	Heavy Equipment Operator III	-	28,000.00	28,000.00
123-005-0075	27677 (from Sanitation)	N/A	Heavy Equipment Operator III	-	33,600.00	33,600.00
123-005-0076	165468 (from Sanitation)	N/A	Truck Driver III	-	28,000.00	28,000.00
RECLASSIFICATIONS - TITLE CHANGES ONLY:						
R&B						
123-005-0024		Maintenance III	Supervisor	35,700.00	35,700.00	-
Sanitation						
123-001-0006		Heavy Equipment Operator III	Supervisor	30,000.00	30,000.00	-
123-001-0009		Heavy Equipment Operator III	Truck Driver III	28,000.00	28,000.00	-
123-001-0011		Heavy Equipment Operator III	Truck Driver III	32,000.00	32,000.00	-
					OVERALL NET BUDGETARY IMPACT:	**$0.00**

** Actual compensation to remain the same for transferred employees.*

HIDALGO COUNTY
SANITATION DEPARTMENT

Job Title: Supervisor **FLSA Status:** Exempt

Dept No: 123 **Civil Service Status:** Non-exempt

SUMMARY:
Under the direction of the County Commissioner. The Solid Waste Supervisor coordinates activities and personnel of the Hidalgo County landfill and/or collection stations. The individual will supervise a crew or landfill and/or solid waste workers. Requires thorough knowledge of management and supervisory procedures and, maintenance and operation of light and heavy equipment.

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.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Schedule and coordinate equipment repair and maintenance.
- Coordinate personnel schedules.
- Insure that equipment and operational records are kept up to date.
- Operate and maintain heavy equipment as deemed necessary.
- Meet with engineering and construction personnel.
- Supervise the activities of all field workers.
- Coordinate and schedule all sanitation activities.
- Answer telephone and customer questions.
- Screen solid waste materials received.
- Keep accurate records of materials accepted at the landfill and/or collection stations.
- Procure, under purchasing policy regulation, prices and equipment and/or parts for equipment and operational activities.
- Prepare annual budget requests.
- Report to County Commissioner.
- Answer complaints and coordinate corrective action.
- Insure landfill compliance with TNRCC, if applicable.
- Meet with TNRCC staff when necessary, if applicable.
- Prepare operational reports as requested.
- Document and file forms requested by TNRCC., if applicable.
- Inspect grid markers, trench markers, entrance sign and other posted signs weekly and take corrective action if necessary to maintain TNRCC conformance, if applicable.
- Perform any other duties as assigned.

EDUCATION AND EXPERIENCE:
- High School Diploma or GED
- Ten years experience in light and heavy equipment maintenance, operation and supervision.
- Knowledge of solid waste disposal and landfill procedures.
- Ability to repair and maintain light and heavy equipment.
- Bilingual

CERTIFICATES, LICENSES, REGISTRATIONS:
- Employee must have proof of a current valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County Insurance carrier

- TNRCC certification preferred

PHYSICAL DEMANDS:
The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is 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, kneel, crouch, or crawl; and taste or smell.

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. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:
Maintain physical 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
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:
- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:
- making observations
- reading and writing
- operating assigned equipment
- communicating with others

ACCIDENT PREVENTION PROGRAM:
Required to follow all department's safety regulations.

HIDALGO COUNTY
SANITATION/LANDFILL

Job Title:	Truck Driver III	FLSA Status:	Non-Exempt
Department:	591, 592, 593, 594	Civil Service Status:	Non-Exempt

SUMMARY

Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- 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 General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class A.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- 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.

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 toxic or caustic chemicals.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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
SANITATION/LANDFILL

Job Title:	Heavy Equipment Operator III	FLSA Status:	Non-Exempt
Department:	591, 592, 593, 594	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader, excavator and various heavy equipment. Responsible for preparing sub grade for paving. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will be expected to grade roads, spread caliche and prepare road sub grade.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Ability to provide supervision of assigned road crew.
- 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 General Education Degree (GED) preferred;

- Employee must have at least eight (8) years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or
- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.
- Ability to obtain certification as needed.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Knowledge of reading engineer cuts and grades
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform all duties of Heavy Equipment Operator I and II.
- 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.

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 toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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
SANITATION/LANDFILL

Job Title:	Truck Driver III	FLSA Status:	Non-Exempt
Department:	591, 592, 593, 594	Civil Service Status:	Non-Exempt

SUMMARY

Drives and insures proper maintenance of large-class trucks and various other equipment. This is a responsible position that may involve minimal instruction or supervision. This is a skilled labor involved in the operation of large-class trucks within the county.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Ability to operate large class trucks, pick up truck, dump truck, water truck, tractor, sedan, flat bed truck, roll off container and road patching truck.
- Ability to operate other heavy equipment such as backhoes, front-end loaders, compactors.
- Loads truck; hauls dirt, gravel, caliche, water, garbage or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects including brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- 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 General Education Degree (GED); or
- Ability to read and write English.
- Employee must have at least five (5) years experience as a heavy class truck driver.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class A.
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of large class trucks.
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Possess basic knowledge of minor repairs and adjustments.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Must be able to perform duties of Truck Driver I and II.
- 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.

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 toxic or caustic chemicals.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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
SANITATION/LANDFILL

Job Title:	Maintenance I	FLSA Status:	Non-Exempt
Department:	591, 592, 593, 594	Civil Service Status:	Non-Exempt

SUMMARY

Serves as general maintenance for Precincts landfill/collection stations. This is a responsible position that may involve minimal instruction or supervision. This is an unskilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, and drainage clearing.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
  May operate chainsaw to clear right of way.
- 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 General Education degree (GED) preferred.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.

- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form.
- Ability to understand, follow and give oral and written instructions.
- 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.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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:	**Maintenance I**	**FLSA Status:**	**Non-Exempt**
Dept No:	**121-124**	**Civil Service Status:**	**Non-Exempt**

SUMMARY:

Performs supervisory duties as directed for the Precinct Park Departments. This is a responsible position that requires decision-making ability on the maintenance of county parks and the servicing and operation of heavy equipment. Performs various tasks of construction and maintenance throughout the parks and is responsible for inspection of all park safety requirements, including park grounds, equipment and shop area.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Performs duties as directed.
- Acts as a crew leader for park employees by evaluating maintenance schedules and inspecting park grounds for proper management.
- Maintains parks, swimming pool grounds, BBQ pits and playground equipment in park areas.
- Performs a variety of preventative maintenance and repair on equipment.
- Maintains shop grounds and inspects daily for safety compliance.
- May operate county vehicle to haul materials to and from worksites.
- Act as groundskeeper, involving lawn care, trims, cuts and prunes trees and shrubbery on county property and parks, using lawn mower, weed trimmer and chainsaw. May apply pesticides as directed.
- Checks daily park maintenance schedule to keep appraisal of materials needed on the job.
- Maintains and repairs wood parts of building, using carpenter tools. Assist in duties such as fence building, repair, and painting.
- Use of hand tools to repair playground equipment.
- 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 GED preferred;
- Three years of supervisory experience; and/or
- Any equivalent of experience and training, which provides the required knowledge, skills and abilities to perform duties

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's License
- Must be able to be insured by County's Insurance carrier

OTHER SKILLS AND ABILITIES

- Must be able to perform the duties of Maintenance I and Maintenance II
- Should be able to train employees on the various types of equipment
- May be required to address personnel issues
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form
- Ability to understand, follow and give oral and written instructions
- 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.

Must be able to perform heavy manual labor outdoors within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

The noise level in the work environment is usually loud;

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 departments' safety regulations;

HIDALGO COUNTY
Precinct 3

Job Title:	Maintenance II	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY
Serves as general maintenance for Precinct. This is a responsible position that may involve minimal instruction or supervision. This is a skilled manual labor position involved with maintenance of county roads and right-of-way, or servicing an operation such as brush collection, road patch work, and drainage clearing. Performs all kinds of welding, brazing and cutting using gas and electric welding equipment.

ESSENTIAL DUTIES AND RESPONSIBILITIES
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- Assists in cleaning equipment, hand tools and truck.
- May perform minor repairs to the tools, equipment and truck.
- Ability to operate and maintain equipment that is used during projects to repair roads, brush pick-up, or clearing of drainage ditches.
- May install culverts and other road repairs.
- Cuts high grass or weeds and picks up brush along County right-of-way.
- Maintains shop area clean on daily basis.
- May patch County roads.
- May be required to operate a welder and fabricate and repair equipment by cutting, burning, and welding various metal materials.
- 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 General Education degree (GED) preferred;
- Two (2) years experience; or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS
- Must possess a valid Texas Drivers License;
- Must be able to be insured by the County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment.
- Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Will patch county roads as part of the asphalt patching truck crew with aggregate gravel CRS2 (hot oil).
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse fluently in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division in all units of measure.
- Ability to solve simple and common sense problems and interpret simple instructions furnished in written, oral, diagram or schedule form. Ability to understand, follow and give oral and written instructions.
- Must be able to perform all duties of Maintenance I.
- 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 encounter while performing the essential functions of this job

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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:	Maintenance III	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY

Performs supervisory duties as directed. Maintains safe conditions on all county roads and bridges within Precinct. Performs various tasks of construction and maintenance throughout the precinct.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Performs supervisory duties as directed.
- Patches holes on county roads and/or bridges.
- Is able to operate tractor with shredder effectively in order to maintain all paved and unpaved roads in precinct.
- Performs a variety of preventative maintenance and repair work on equipment.
- Performs maintenance and construction duties including installing culverts.
- May operate chainsaw to clear brush from right of way.
- May drive county vehicle to haul materials to and from the worksite.
- Tamps, packs and levels dirt, gravel or asphalt.
- Uses hand tools to dig ditches or holes.
- Loads material, trash, brush, etc., onto truck. May sometime unload the same.
- May replace tires on county vehicles.
- Checks daily construction schedule to keep appraised of materials needed on the job.
- 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 general education degree (GED) preferred;
- Three years of supervisory experience; and/or
- Any equivalent combination of experience and training, which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess valid Texas Motor Vehicle Operator's license;
- Must be able to be insured by County's insurance carrier.

OTHER SKILLS AND ABILITIES

- Should be able to operate other general equipment such as backhoe, loader, etc.
- Should be able to train employees on the various types of equipment
- May be required to address personnel issues.
- Must have basic knowledge of hand tools associated with manual labor and the minor repair of the equipment. Employees working in the installation of signs may use a jackhammer, pole hole digger, hole auger, air compressor, etc., but all employees will be trained on the job to handle such tools.
- Ability to read and interpret documents such as safety rules, maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to calculate figures and amounts such as simple addition, subtraction, multiplication, and division.
- Ability to understand and follow written and oral instructions and directives.
- Must be able to perform all duties of Maintenance I and II.
- 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.

Must be able to perform heavy manual labor outdoors, within a five (5) day forty (40) hour week, with exposure to hazards and conditions involving extremes of heat and cold.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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
Precinct 3

Job Title:	Heavy Equipment Operator III	FLSA Status:	Non-Exempt
Department:	123	Civil Service Status:	Non-Exempt

SUMMARY

Drives and operates motor grader, excavator and various heavy equipment. Responsible for preparing sub grade for paving. This is a responsible position that may involve minimal instruction or supervision. This is a skilled-labor position involved with the operation of medium to large-class heavy equipment, or servicing an operation such as garbage collection, clearing of right-of-way and drainage ditches of debris. The employee may be assigned a number of tasks.

ESSENTIAL DUTIES AND RESPONSIBILITIES

- Employee will be expected to grade roads, spread caliche and prepare road sub grade.
- Clear/Clean or build bar ditches according to surrounding ground elevations and availability of drainage.
- Ability to operate heavy equipment used in road and bridge maintenance and repair, such as backhoes, front-end loaders, compactors and pneumatic/flat wheel rollers.
- Ability to operate small-class trucks including pick-up truck, dump truck, water truck, tractor, sedan, flat bed truck.
- Loads truck; hauls dirt, gravel, caliche, water, garbage, and/or other materials and equipment to designated areas and unloads truck.
- Ability to operate generators, pumps, hand tools and a 2-way radio.
- Maintains vehicle in ready working condition, including fuel, proper lubrication, and cleaning.
- Examines vehicles for needed repairs and routine maintenance and reports necessary repairs.
- Ability to operate and maintain maintenance equipment that is used during projects to repair roads, brush pickups, or clearing of drainage ditches.
- Ability to work effectively and cooperatively with other crewmembers.
- Ability to provide supervision of assigned road crew.
- Regular attendance is a must.
- Get along with co-workers.

QUALIFICATION REQUIREMENTS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

EDUCATION and/or EXPERIENCE

- High School diploma or General Education Degree (GED) preferred;
- Employee must have at least eight years experience working with motor graders/heavy equipment and possess basic knowledge of minor repairs and adjustments; or

- Any equivalent combination of experience and training which provides the required knowledge, skills and abilities to perform duties.

CERTIFICATES, LICENSES, REGISTRATIONS

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.
- Ability to obtain certification as needed.

OTHER SKILLS AND ABILITIES

- Knowledge of the safe operation of the equipment used and of the provisions of the Texas Motor Vehicle Code relating to the operation of equipment/vehicles.
- Knowledge of reading engineer cuts and grades
- Sufficient skills to operate equipment effectively and safely.
- Ability to perform strenuous work in the outdoors.
- Ability to understand and follow oral instructions.
- Ability to read and comprehend simple instructions, short correspondence, and memos.
- Ability to read and interpret documents such as safety rules, operating and maintenance instructions and procedure manuals.
- Bilingual ability (Spanish and English) with the ability to converse in both languages, preferred.
- Ability to add and subtract two digit numbers and to multiply and divide with 10s and 100s.
- Ability to apply common sense understanding to carry out detailed but uninvolved written and/or oral instructions.
- Ability to deal with problems involving a few concrete variables in standardized situations.
- Must be able to perform all duties of Heavy Equipment Operator I and II.
- 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.

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 toxic or caustic chemicals. Employee is frequently exposed to solar radiation when carrying out essential duties.

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
- demonstrating intellectual capabilities

Effectively handle work environments 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.

DATE: January 12, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 P/U RD

ACCOUNT NUMBER: 0-1XXX-XXX-0X-000-X0X-0-XXX

2010
Interfund Transfer

CONTACT PERSON: Sylvia V. Solis **PHONE:** 292-7025 ext. 5425

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1100-432-00-123-001-0-	113	Sanitation Pct. 3	Reg F/T Employees	(5,343.00)
0-1100-432-00-123-001-0-	220	Sanitation Pct. 3	FICA	(409.00)
0-1100-432-00-123-001-0-	230	Sanitation Pct. 3	Retirement	(509.00)
0-1100-432-00-123-001-0-	250	Sanitation Pct. 3	Unemployment Compensation	(27.00)
0-1100-491-01-000-203-0-	891	Transfers Out-	R&B Pct. 3	6,288.00
0-1203-391-01-000-100-0-	000	Transfers In-	General Fund	6,288.00
0-1203-431-00-123-005-0-	113	Pct. 3 P/U RD	Reg F/T Employees	5,343.00
0-1203-431-00-123-005-0-	220	Pct. 3 P/U RD	FICA	409.00
0-1203-431-00-123-005-0-	230	Pct. 3 P/U RD	Retirement	509.00
0-1203-431-00-123-005-0-	250	Pct. 3 P/U RD	Unemployment Compensation	27.00
			TOTAL BUDGET INCREASE (DECREASE)	**6,288.00**

REASON: Transferring funds from Sanitation Pct. 3 to Pct. 3 P/U RD Dept to cover salary and related fringe benefit expenditures, associated with the deletions, creations, and transfer of employee (s) from one department to the other.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **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.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010 **Agenda Item:** 19302

Summary of request/proposal:
Commissioner Pct. 3 is requesting approval of deletions, creations, reclassifications, and transfer employees of various regular full-time positions from one department to another. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

PCT. 3 SANITATION (1100):

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1100	HEAVY EQUIPMENT OPERATOR III	-	0003	113	$28,000.00	$0.00	($28,000.00)
1100	HEAVY EQUIPMENT OPERATOR III	-	0010	113	$33,600.00	$0.00	($33,600.00)
1100	TRUCK DRIVER III	-	0022	113	$28,000.00	$0.00	($28,000.00)
1100		MAINTENANCE I	0032	113	$0.00	$28,000.00	$28,000.00
1100		III	0033	113	$0.00	$28,000.00	$28,000.00
1100		MAINTENANCE III	0034	113	$0.00	$28,000.00	$28,000.00
1100	HEAVY EQUIPMENT OPERATOR III	SUPERVISOR	0006	113	$30,000.00	$30,000.00	$0.00
1100	HEAVY EQUIPMENT OPERATOR III	TRUCK DRIVER III	0009	113	$28,000.00	$28,000.00	$0.00
1100	HEAVY EQUIPMENT OPERATOR III	TRUCK DRIVER III	0011	113	$32,000.00	$32,000.00	$0.00
				TOTAL:	$179,600.00	$174,000.00	($5,600.00)

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-432-00-123-001-0	113	SANITATION PCT. 3 - REG F/T EMPLOYEES	($5,342.53)
0-1100-432-00-123-001-0	211	SANITATION PCT. 3 - HEALTH INSURANCE	$0.00
0-1100-432-00-123-001-0	212	SANITATION PCT. 3 - LIFE INSURANCE	$0.00
0-1100-432-00-123-001-0	220	SANITATION PCT. 3 - FICA	($408.70)
0-1100-432-00-123-001-0	230	SANITATION PCT. 3 - RETIREMENT	($508.61)
0-1100-432-00-123-001-0	250	SANITATION PCT. 3 - UNEMPLOYMENT COMP	($26.71)
0-1100-432-00-123-001-0	260	SANITATION PCT. 3 - WORKER'S COMP	$0.00
		2010 Budgetary Impact	($6,286.55)

2011 Budgetary Impact: ($6,589.52)

PCT. 3 P/U RD (1203):

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1203	HEAVY EQUIPMENT OPERATOR III	-	0021	113	$28,000.00	$0.00	($28,000.00)
1203	HEAVY EQUIPMENT OPERATOR III	-	0028	113	$28,000.00	$0.00	($28,000.00)
1203	MAINTENANCE II	-	0048	113	$28,000.00	$0.00	($28,000.00)
1203		HEAVY EQUIPMENT OPERATOR III	0074	113	$0.00	$28,000.00	$28,000.00
1203		HEAVY EQUIPMENT OPERATOR III	0075	113	$0.00	$33,600.00	$33,600.00
1203		TRUCK DRIVER III	0076	113	$0.00	$28,000.00	$28,000.00
1203	MAINTENANCE III	SUPERVISOR	0024	113	$35,700.00	$35,700.00	$0.00
				TOTAL:	$119,700.00	$125,300.00	$5,600.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME	AMOUNT
0-1203-431-00-123-005-0	113	PCT. 3 P/U RD - REG F/T EMPLOYEES	$5,342.53
0-1203-431-00-123-005-0	211	PCT. 3 P/U RD - HEALTH INSURANCE	$0.00
0-1203-431-00-123-005-0	212	PCT. 3 P/U RD - LIFE INSURANCE	$0.00
0-1203-431-00-123-005-0	220	PCT. 3 P/U RD - FICA	$408.70
0-1203-431-00-123-005-0	230	PCT. 3 P/U RD - RETIREMENT	$508.61
0-1203-431-00-123-005-0	250	PCT. 3 P/U RD - UNEMPLOYMENT COMP	$26.71
0-1203-431-00-123-005-0	260	PCT. 3 P/U RD - WORKER'S COMP	$0.00
		2010 Budgetary Impact	$6,286.55

2011 Budgetary Impact: $6,589.52

Possible Funding Sources: SANITATION PCT. 3 FUNDS

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

Hidalgo County
Department of Budget & Management
FISCAL NOTE

•Fiscal notes are prepared by the Department of Budget & Management to present the budgetary impact of requests by departments/offices or of new proposals that were not approved during the budget process.

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010

Agenda Item: 19302

Summary of request/proposal:
Commissioner Pct. 3 is requesting approval of deletions, creations, reclassifications, and transfer employees of various regular full-time positions from one department to another. Reviewed and recommended by reclassification committee, as per section 3.22 of the Civil Service Commission Rules.

Fund	Current/ Extended Position	New Position	Slot#	Obj	Current Budgeted Salary	Adjustment/ Salary Requested	Total Adjustment/ Salary Requested
1213	MAINTENANCE I	-	0009	113	$28,000.00	$0.00	($28,000.00)
1213		HEAVY EQUIPMENT OPERATOR III	0017	113	$0.00	$28,000.00	$28,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1213-452-00-123-008-0-	113	PCT. 3 PARKS -	REG F/T EMPLOYEES	$0.00
0-1213-452-00-123-008-0-	211	PCT. 3 PARKS -	HEALTH INSURANCE	$0.00
0-1213-452-00-123-008-0-	212	PCT. 3 PARKS -	LIFE INSURANCE	$0.00
0-1213-452-00-123-008-0-	220	PCT. 3 PARKS -	FICA	$0.00
0-1213-452-00-123-008-0-	230	PCT. 3 PARKS -	RETIREMENT	$0.00
0-1213-452-00-123-008-0-	250	PCT. 3 PARKS -	UNEMPLOYMENT COMP	$0.00
0-1213-452-00-123-008-0-	260	PCT. 3 PARKS -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$0.00

2011 Budgetary Impact: $0.00

Possible Funding Sources: NO BUGETARY IMPACT

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-19391 **20.A.**

Interlocal Agreement Santa Cruz Irrigation

CC REGULAR

Date:	01/19/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Gloria Beltran
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Discussion, consideration and approval of Interlocal Agreement between Hidalgo County and Santa Cruz Irrigation District #15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of the Interlocal agreement at this time. Funding to be identified once WA's are submitted.

Attachments

Link: Interlocal agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	01/13/2010 08:58 AM	APRV
2	Manuel Chapa	Manuel Chapa	01/15/2010 10:01 AM	APRV
3	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Angela Garcia — Started On: 01/12/2010 04:17 PM

Final Approval Date: 01/15/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT BETWEEN SANTA CRUZ IRRIGATION DISTRICT NO. 15 AND HIDALGO COUNTY

THIS Agreement is made on this the _____ day of _____, 2009 by and between HIDALGO COUNTY, hereinafter referred to as "Hidalgo County" and SANTA CRUZ IRRIGATION DISTRICT NO. 15 hereinafter referred to as "Irrigation District", pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

W I T N E S S E T H:

WHEREAS, Irrigation District has rights and interests in and to irrigation facilities and irrigation properties adjacent to such irrigation facilities situated in the County of Hidalgo, Texas, some of which are more particularly described in Exhibit "A" (the "Irrigation Facilities" or "Irrigation Facility");

WHEREAS, Irrigation District has rights and interests in property consisting of drainage facilities and land immediately adjacent to such drainage facilities (the "Ditches") which are located adjacent to or relatively near the Irrigation Facilities for the purpose of drainage, the description of which is attached hereto as Exhibit "B";

WHEREAS, Hidalgo County, pursuant to its statutory authority, is responsible for proper drainage in Hidalgo County;

WHEREAS, the majority of the drainage water that enters into the Ditches originates from Hidalgo County;

WHEREAS, Irrigation District and Hidalgo County desire that Hidalgo County and Irrigation District jointly use the Ditches, that Hidalgo County maintain and improve all of the Ditches and that Irrigation District will later convey to Hidalgo County the Ditches for drainage purposes;

WHEREAS, Irrigation District desires to grant a non-exclusive easement to Hidalgo County in, over and across the Irrigation Facilities to the extent it is reasonably necessary to access the Ditches for the maintenance, operation, expansion or repair of the Ditches (the "Easement");

WHEREAS, Hidalgo County desires to maintain and operate the Ditches in order for the Ditches to adequately serve the drainage needs of Hidalgo County;

WHEREAS, Irrigation District will benefit from the improvements to the Ditches and Hidalgo County's maintenance and operation thereof; and

WHEREAS, Hidalgo County has determined it would be in the best interest of residents of Hidalgo County for Hidalgo County to expand, repair, maintain and operate the Ditches described above.

NOW, THEREFORE, Hidalgo County and Santa Cruz Irrigation District, No. 15 in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. Santa Cruz Irrigation District No. 15 grants Hidalgo County a non-exclusive easement to jointly use the Ditches for the purpose of expansion, repair, maintenance or operation of the Ditches and Irrigation District shall execute the Easement attached hereto as Exhibit C within ten (10) days of the date of this Agreement. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

2. Within six months of the date of this Agreement, Hidalgo County, will, at the sole expense of Hidalgo County begin to obtain surveys of the Irrigation Facilities and the Ditches in order to secure metes and bounds descriptions of both the Irrigation Facilities and Ditches. Hidalgo County will have a period of five (5) years to complete such surveys and legal descriptions.

3. Irrigation District, during such five (5) year period described in numbered paragraph 2, upon presentation by Hidalgo County of surveyed metes and bound descriptions of various phases of the Ditches shall grant, sell, transfer and convey to Hidalgo County the Ditches and shall execute for each such phase of the Ditches so surveyed and described a quitclaim deed to Hidalgo County in substantially the form attached hereto as Exhibit D-1 and a Transfer of Easement in substantially the form attached hereto as Exhibit D-2. Such quitclaim and transfer of easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

4. Irrigation District shall attempt to locate and find persons with knowledge of each phase of the surveyed metes and bounds description of the Ditches presented by Santa Cruz Irrigation District's open, notorious and continuous use of the Ditches for an uninterrupted period of at least ten (10) years and shall use its best efforts to cause such persons with knowledge to execute affidavits in substantially the form of the affidavit attached hereto as Exhibit "E" (the "Affidavit") for each of the Ditches. Irrigation District shall use its best efforts to have the Affidavit executed and present same to Hidalgo County within ten (10) days following the date of presentment of the request for Affidavit by Hidalgo County.

5. Irrigation District will execute the document substantially in the form attached hereto as Exhibit "F" conveying an easement to Hidalgo County for access to, construction, maintenance, repair and operation of the Ditches and drainage facilities within ten (10) days following the date of presentment of same by Hidalgo County. Such easement from Irrigation District shall be AS IS, WHERE IS, WITH ALL FAULTS.

6. Irrigation District further agrees, that on or after the date of this Agreement, it will not transfer or convey any rights to or in any Irrigation Facilities (as specifically limited and defined herein) adjacent to Ditches not previously transferred to Hidalgo County to any party without first offering, in writing, the Irrigation Facility to Hidalgo County at the same cost and under the same terms as in the offer presented to Irrigation District. Hidalgo County shall have thirty (30) days to determine whether Hidalgo County desires to accept or reject such offer. If Hidalgo County does not respond to the offer by Irrigation District in this numbered paragraph 6 within thirty (30) days of receipt, then Irrigation District may transfer such Irrigation Facility offered to Hidalgo County without any claim by Hidalgo County to such Irrigation Facility. Provided, however, the rights granted in this Paragraph 6 are subject to Irrigation District's policy of offering surplus property first to adjoining property owners. In the event no adjoining property owner elects to purchase such Irrigation Facilities then in that event, Irrigation District would be required to offer such Irrigation Facilities to Hidalgo County prior to any other (non-adjacent) party.

7. The acquisition of additional right of way for the expansion of any of the Ditches will be the sole responsibility and cost of Hidalgo County.

8. Hidalgo County shall allow connections of any agricultural use field drain or agricultural sub soil drain to the Ditches provided that such field drain or agricultural or sub soil drain is draining agricultural lands and no significant part of any such land is used for any non agricultural use. It shall not be necessary for the owner of any such field drain or sub soil drain to file an application with Hidalgo County for such use. As used herein "agricultural use" would include the homestead and equipment storage facility for the owner of the land. Upon any subdivision of any such agricultural use property, applicable subdivision regulations at the time of such subdivision with respect to the continued availability of the use of such drains or the requirement of new drains for any such subdivisions must be followed.

9. The design for the improvements and expansion of the Ditches will be the sole responsibility and cost of Hidalgo County.

10. Hidalgo County shall provide funds for all necessary supplies, labor and equipment to construct and install the improvements and maintenance and operation of the Ditches conveyed by Irrigation District to Hidalgo County.

11. **Conflict of Applicable Law**. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance, or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the later shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. **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.

13. **Entire Agreement.** This Agreement contains the entire agreement 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 both parties, and not otherwise.

14. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the governing body of either party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then the other party may terminate this Agreement upon sixty (60) days written notice to the party who failed to appropriate sufficient funds. 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. Section 271.903.

15. **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.

16. **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 Hidalgo County:
Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78541

If to Irrigation District:
Santa Cruz Irrigation District No. 15
Attention: Board of Directors

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.

17. **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.

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

19. **Assignment.** This Agreement shall not be assignable provided, however, Hidalgo County may assign this Agreement to Hidalgo County Drainage District No. 1 and/or its successors.

20. **Headings.** The headings and captions contained in this Agreement are solely for convenience and reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

21. **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.

22. **Authority to Execute.** The execution and performance of this Agreement by Hidalgo County and Irrigation District have been duly authorized by all necessary laws, resolutions or governmental action, and this Agreement constitutes the valid and enforceable obligations of Hidalgo County and Irrigation District in accordance with its terms.

23. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

[SIGNATURE PAGE TO FOLLOW]

HIDALGO COUNTY

By: _____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

SANTA CRUZ IRRIGATION DISTRICT NO. 15

By: _____
Jack Wallace, Jr., President

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

EXHIBIT "A"

Area: An area described as F.M. 2812 for the northern boundary, Monte Cristo Road (F.M. 1925) for the southern boundary, U.S. 281 Highway for the western boundary, and Brushline Road for the eastern boundary.

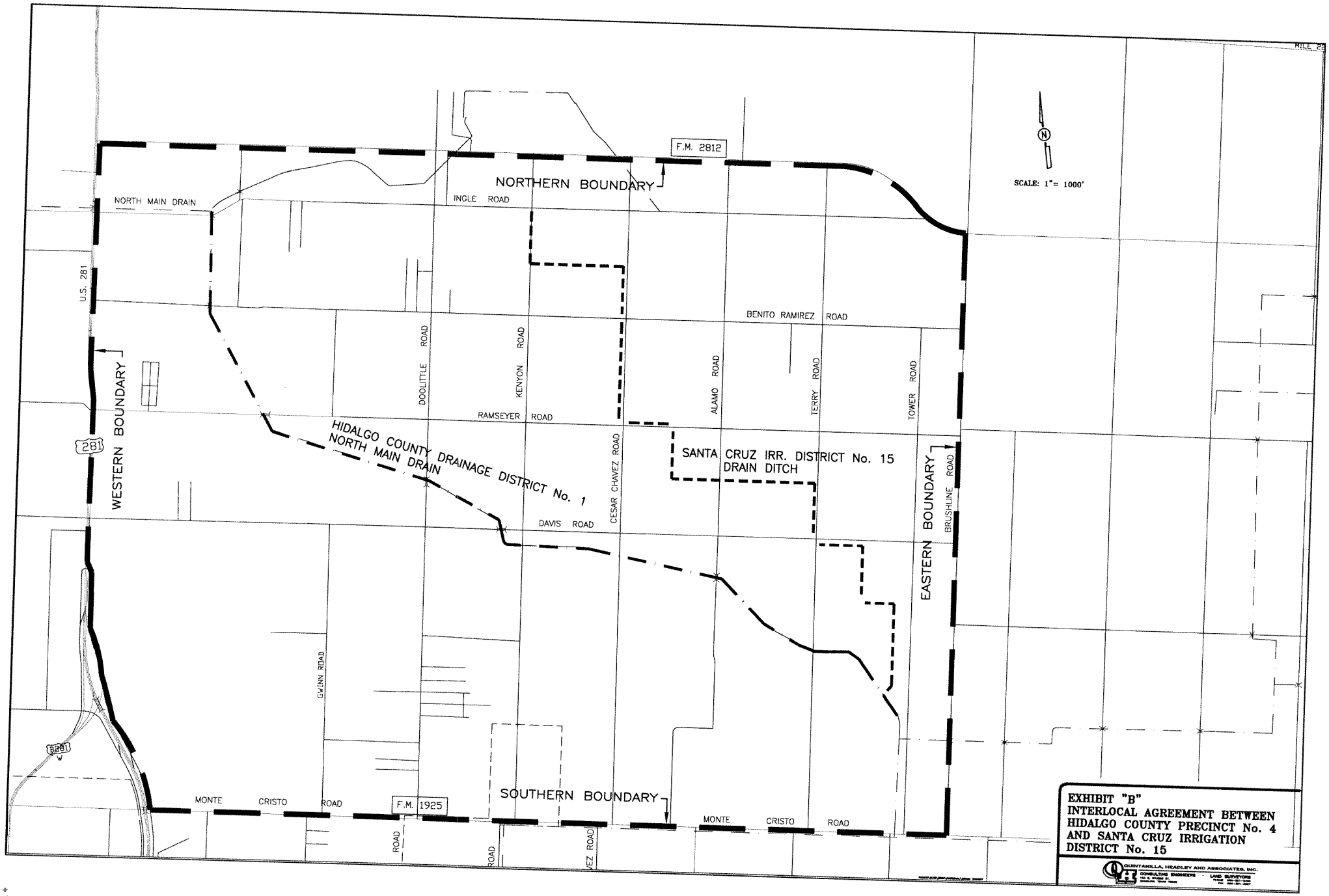

F.M. 2812
NORTHERN BOUNDARY
NORTH MAIN DRAIN
INGLE ROAD
SCALE: 1"= 1000'
U.S. 281
BENITO RAMIREZ ROAD
DOOLITTLE ROAD
KENYON ROAD
ALAMO ROAD
TERRY ROAD
TOWER ROAD
RAMSEYER ROAD
WESTERN BOUNDARY
281
HIDALGO COUNTY DRAINAGE DISTRICT No. 1
NORTH MAIN DRAIN
SANTA CRUZ IRR. DISTRICT No. 15
DRAIN DITCH
CESAR CHAVEZ ROAD
DAVIS ROAD
EASTERN BOUNDARY
BRUSHLINE ROAD
GWINN ROAD
281
MONTE CRISTO ROAD
F.M. 1925
SOUTHERN BOUNDARY
MONTE CRISTO ROAD
EXHIBIT "B"
INTERLOCAL AGREEMENT BETWEEN
HIDALGO COUNTY PRECINCT No. 4
AND SANTA CRUZ IRRIGATION
DISTRICT No. 15
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.
CONSULTING ENGINEERS
LAND SURVEYORS

EXHIBIT "C"

STATE OF TEXAS §

COUNTY OF HIDALGO § EASEMENT

That Santa Cruz Irrigation District No. 15 for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to them in hand paid by Hidalgo County, the receipt of which is hereby acknowledged and confessed, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto the said Hidalgo County, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across that certain tracts of land situated in Hidalgo County, Texas, described as follows, to wit:

Those drainage facilities and land immediately adjacent to such drainage facilities which are located adjacent to relatively near Santa Cruz Irrigation District No. 15's irrigation facilities within two tract of land in Santa Cruz Irrigation District No. 15 such two tracts of land being more particularly described on Exhibit A and attached hereto for al purposes.

See Exhibit A incorporated herein at this point for all purposes.

FOR THE PURPOSE OF CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAY AND STRUCTURES NECESSARY FOR THE DISPOSAL OF ACCUMULATIVE AND EXCESSIVE RAINFALL AND/OR FLOOD WATER, TOGETHER WITH FREE INGRESS AND EGRESS AT ALL REASONABLE TIMES TO AND FROM SAID PROPERTY DESCRIBED ABOVE, FOR THE PURPOSE OF DOING AND PERFORMING, OR HAVING PERFORMED, ANY AND ALL ACTS AND FUNCTIONS AND ACTS NECESSARY AND INCIDENT TO THE CONSTRUCTING, RECONSTRUCTING, EXCAVATING, DIGGING, MAINTAINING AND OPERATING OF A DRAINAGE DITCH, SPOIL BANK, LEVEES, ROADWAYS AND STRUCTURES IN, ALONG, OVER AND ACROSS THE PROPERTY DESCRIBED ABOVE.

GRANTOR SHALL HAVE FULL USE AND CONTROL OF THE SPOIL BANK DIRT SUCH USE AND CONTRACT SHALL NOT INCLUDE THE BERM AREAS TO BE ESTABLISHED BY HIDALGO CUNTY.

TO HAVE AND TO HOLD, ALL AND SINGULAR, THE EASEMENT PRIVILEGE AFORESTATED, UNTO HIDALGO COUNTY, ITS SUCCESSORS OR ASSIGNS; THIS EASEMENT BEING CONDITIONED, HOWEVER, THAT THE TITLE IN AND TO ALL OIL, GAS AND OTHER MINERALS IN AND UNDER SAID LAND SHALL BE AND REMAIN VESTED IN THE PRESENT OWNERS, THEIR HEIRS OR ASSIGNS, WITHOUT, HOWEVER, ANY RIGHT WHATEVER REMAINING TO HIDALGO COUNTY IRRIGATION DISTRICT NO. ONE OF INGRESS AND EGRESS TO OR FROM THE SURFACE OF SAID LAND FOR THE PURPOSE OF EXPLORING, DRILLING, DEVELOPING OR MINING OF THE SAME.

WITNESS our hands this the ____ day of _____, 2009.

SANTA CRUZ IRRIGATION DISTRICT NO. 15

BY: _____
JACK WALLACE, JR., PRESIDENT

ACKNOWLEDGEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared _____ known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office, this the ____ day of _____, 2009.

_____
Notary Public State of Texas

Exhibit D-1

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

QUITCLAIM

Date:	_____, 20___
Grantor:	Santa Cruz Irrigation District No. 15
Grantor's Mailing Address:	_____
	_____
Grantee:	Hidalgo County
Grantee's Mailing Address:	100 E. Cano, 2nd Floor Edinburg, Hidalgo County, Texas 78539
Consideration:	Good and valuable consideration

Property (including any improvements): Those tracts of land located in Hidalgo County, Texas and being more particularly described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Provided, however, in partial consideration for the conveyance herein granted by Grantor to Grantee, Grantee, has Granted, Bargained and Conveyed and by these presents does Grant, Bargain and Convey unto Grantor, its successors or assigns, the non-exclusive right for the free and uninterrupted use, liberty and privilege of passage in, along, upon and across any property adjacent to the Property now owned or later acquired by Grantee, its successors or assigns, by any means including, but not limited to, purchase, threat of condemnation or by condemnation.

Reservations from Conveyance:

For Grantor and Grantor's successors and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease and all benefits from it.

For Grantor and Grantor's successors and assigns forever, a reservation of the free, uninterrupted and perpetual use of, and a separate right to maintain, an exclusive easement for the construction, operation, maintenance, reconstruction, replacement and removal of Grantor's irrigation facilities, including but NOT limited to a canal and/or an underground irrigation water conduit and related appurtenances over, under and across the Property.

For the Consideration, Grantor quitclaims to Grantee all of Grantor's right, title, and interest in and to the Property, to have and to hold it to Grantee and Grantee's, successors, and assigns forever. Neither Grantor nor Grantor's, successors, or assigns will have, claim, or demand any right or title to the Property or any part of it.

Grantee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Grantor in the event of discovery of any defects of any kind, latent or patent. Grantee acknowledges and agrees that Grantor has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) GRANTOR HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

When the context requires, singular nouns and pronouns include the plural.

Santa Cruz Irrigation District No. One

By:_____
Jack Wallace, Jr., President

Acceptance:

Grantee hereby accepts the foregoing conveyance subject to the reservations herein set forth and agreed to be bound by the terms and conditions herein.

Hidalgo County

By: _____
Its: _____

(ACKNOWLEDGMENT)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20___ by_____, of Santa Cruz Irrigation District No. 15, in the capacity therein stated.

_____
Notary Public, State of Texas

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on _____, 20___ by_____, of Hidalgo County, in the capacity therein stated.

_____
Notary Public, State of Texas

Exhibit D-2

TRANSFER OF EASEMENTS

Date: _____, 2009

Holder of Easements ("Holder"): Santa Cruz Irrigation District No. 15

Holder's Mailing Address: Board of Directors
_____

Transferee: Hidalgo County

Transferee's Mailing Address: Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

Easements: All unrecorded and recorded easements in and to drainage ditches and facilities held or claimed by Holder within the property described on Exhibit A which is attached hereto and made a part hereof for all purposes.

Consideration: Good and valuable consideration including but not limited to Transferee's agreement to maintain the easements for drainage associated or related purposes.

Holder sells, transfers, conveys and quitclaims to Transferee, all of Holder's right, title and interests in the Easements effective as of the Date stated above.

Transferee, by its acceptance hereof, accepts the Property in its physical condition as of the date hereof, AS IS, WHERE IS AND WITH ALL FAULTS, and acknowledges that it has no recourse whatsoever against Holder in the event of discovery of any defects of any kind, latent or patent. Transferee acknowledges and agrees that Holder has not made and does not make any representation, warranty or covenant of any kind or character whatsoever, whether expressed or implied, with respect to the physical condition, use or usefulness of the Property or any portion thereof, and (1) HOLDER HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF CONDITION, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR WITH RESPECT TO THE VALUE, PROFITABILITY OR MARKETABILITY OF THE PROPERTY, AND (2) HOLDER HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY WITH REGARD TO COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED

TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE.

Santa Cruz Irrigation District No. One

By:_____
Jack Wallace, Jr., President

ACCEPTED:

Hidalgo County

By: _____
Rene Ramirez
Chairman Board of Directors

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2009 by of Santa Cruz Irrigation District No. 15, in the capacity stated therein.

_____
Notary Public, State of Texas

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on ___ day of _____, 2009 by of Hidalgo County, in the capacity stated therein.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:
Hidalgo County Judge's Office
Administration Building
P. O. Box 1356
Edinburg, Texas 78539

AI-19346 **21.A.1.**

Request for creation of one (1) Temp Full time Court Clerk position
CC REGULAR

Date:	01/19/2010
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	County Court At Law No. 1
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Salary Schedule Changes

Information

CAPTION

County Court At Law #1 (1100):
a. Approval to create one (1) temporary full time Court Clerk position, slot no. T006, budgeted hourly rate $9.00, position not to exceed six (6) months.
b. Approval of interdepartmental transfer
c. Approval of revised salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-899
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Available funds, pending CC approval of interdepartmental transfer. Refer to AI-19477 (01/19/10)
Transfer of funds based on 3 mths proration as per dept request.

Attachments

Link: PAR
Link: Job Description
Link: Memo
Link: Revised Salary Schedule
Link: Interdept. transfer
Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	01/14/2010 04:48 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 04:54 PM	APRV
3	Sylvia Solis	Sylvia Solis	01/15/2010 03:16 PM	APRV
4	Auditor's Office	Angela Garcia	01/15/2010 05:00 PM	APRV

Form Started By: Rosie Cantu

Started On: 01/08/2010 04:10 PM

Final Approval Date: 01/15/2010

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: County Court at Law No.1 /021
CURRENT POSITION TITLE:

DATE: Jan. 13, 2010
CURRENT SLOT. #: T006 RE

REQUESTED POSITION TITLE:
(For new positions or reclassifications) Court Clerk

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount: $ -0- (Current Budgeted Salary) $ _____ (Proposed Budgeted Salary) $ 18,720.00 (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 ☐

9.00 RE
Enter hourly rate for temp. positions
~~9.00 x 480 hrs = $4320~~
Hourly Rate * 2,080 hrs. per year = Annual Salary
9.00 X 2,080 = $18,720.00

TEMPORARY POSITIONS:

3/1/10	5/28/10	M-F; 8-5pm	40	3 mos.
Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

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

RE Estimated total hrs: 480
Estimated work weeks: 12

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)
Please consider above request due to short staff- one employee will be on maternity leave.

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

Duties include performing clerical work requiring application of various work methods & procedures, and familiarity with department functions, policies, & practices. Does not supervise any employees.

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.	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	DATE 1/13/2010	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
County Court #1

Job Title: Court Clerk **FLSA Status: Non-Exempt**

Department Code: 021 **Civil Service Status: Exempt**

SUMMARY:
Duties include performing clerical work requiring application of various work methods and procedures, and familiarity with departmental functions, policies, and practices. Does not supervise any employees.

ESSENTIAL DUTIES AND RESPONSIBILITIES:
- Make copies
- File forms and files
- Fax documents
- Prepare forms
- Retrieve files
- File documents in the District Clerk's Office
- Input information into the computer
- May act as receptionist; answer telephone and provide services to the general public
- Conduct limited research of records
- Merge and edit legal documents in the computer
- Contact State agencies
- Regular attendance
- Get along with co-workers

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 EXPERIENCE:
- High School diploma or general education degree (GED)
- Must have good computer skills.
- Bilingual is preferred (English/Spanish)

CERTIFICATES, LICENSES, REGISTRATIONS:
- Must have a clear criminal record.

OTHER SKILLS AND ABILITIES:
- Employee may be assigned other duties in addition to those 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.

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 noise level in the work environment is usually moderate.

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 office equipment

Maintain mental capacity, which permits:

- making sound decisions and using good judgment
- maintaining confidentiality
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions, which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

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

Memo

To: Raul Silguero
From: Judge Rudy Gonzalez, County Court at Law No. 1
Date: January 5, 2010
Subject: Budget Increase Request

As to confirm our previous conversation, we are requesting additional funds to cover pay for a 90 day temporary position.

If you have any questions, please do not hesitate to contact our office.



HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1100-412-00-021-001-0

AI - 19346

CCL #1

Slot #	Obj Code	POSITION TITLE	2009 BUDGETED SALARY	2010 ADJUSTED SALARY	2010 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2010 BUDGETED SALARY APPROVED	2010 ACTUAL SALARY	Other Allowances					2010 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	JUDGE COURT-AT-LAW	142,915.00	0.00	0.00	0	0.00	0.00	142,915.00	142,915.00	0.00	0.00	0.00	8,000.00	0.00	150,915.00
0002	113	COURT REPORTER	77,000.00	3,000.00	80,000.00	0	0.00	0.00	80,000.00	77,000.00	360.00	0.00	0.00	0.00	0.00	77,360.00
0003	113	COURT COORDINATOR	61,794.60	0.00	0.00	0	0.00	0.00	61,794.60	61,795.00	720.00	0.00	0.00	0.00	0.00	62,515.00
0004	113	BAILIFF/INTERPRETER	44,100.00	0.00	0.00	0	0.00	0.00	44,100.00	44,100.00	480.00	0.00	0.00	0.00	0.00	44,580.00
0005	113	COURT ADMINISTRATOR/INTERPRETER	44,835.00	0.00	0.00	0	0.00	0.00	44,835.00	44,835.00	0.00	6,000.00	0.00	0.00	0.00	50,835.00
		NEW PROPOSED POSITION ↓														
T006	**121**	**COURT CLERK**	**0.00**	**18,720.00**	**18,720.00**	**0**	**0.00**	**0.00**	**18,720.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		TOTAL	370,644.60	21,720.00	98,720.00		0.00	0.00	392,364.60	370,645.00	1,560.00	6,000.00	0.00	8,000.00	0.00	386,205.00

Approval to create one (1) temporary full time Court Clerk position, slot no. T006, budgeted hourly rate $9.00, position not to exceed six (6) months. Pending Cc approval.

DATE: January 14, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for County Court At Law No. 1

ACCOUNT NUMBER: 0-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Rosie Cantu **PHONE:** (956) 292-7025 Ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1100-415-00-115-002-0- 899	CO WIDE ADM -	CONTINGENCY	(5,488.00)
TO			
0-1100-412-00-021-001-0- 121	CCL#1	TEMP F/T EMPLOYEES	$4,663.00
0-1100-412-00-021-001-0- 220	CCL#1	FICA	$357.00
0-1100-412-00-021-001-0- 230	CCL#1	RETIREMENT	$444.00
0-1100-412-00-021-001-0- 250	CCL#1	UNEMPLOYMENT COMP	$24.00
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: **Interdepartmental transfer to fund cost of salary related expenditures for one (1) temporary full time Court Clerk position, slot T006. Salaries and fringes prorated for (3) month period.**

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

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: 19346

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Tuesday, January 19, 2010

Summary of request/proposal:
The County Court At Law No. 1 is requesting approval to create one (1) temporary full time Court Clerk position, slot no. T006, budgeted hourly rate $9.00, position not to exceed six (6) months.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	COURT CLERK	T006	121	0.00	18,720.00	18,720.00
				0.00	18,720.00	18,720.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
0- 1100-412-00-021-001-0- 121	CCL#1 - TEMP F/T EMPLOYEES	$4,662.07
0- 1100-412-00-021-001-0- 211	CCL#1 - HEALTH INSURANCE	-
0- 1100-412-00-021-001-0- 212	CCL#1 - LIFE INSURANCE	-
0- 1100-412-00-021-001-0- 220	CCL#1 - FICA	$356.65
0- 1100-412-00-021-001-0- 230	CCL#1 - RETIREMENT	$443.83
0- 1100-412-00-021-001-0- 250	CCL#1 - UNEMPLOYMENT COMP	$23.31
0- 1100-412-00-021-001-0- 260	CCL#1 - WORKER'S COMP	-
	2010 Budgetary Impact	$5,485.86

2011 Budgetary Impact: -

Possible Funding Sources: **CO. WIDE- ADM CONTINGENCY**

Budget Office Recommendation: SALARY PRORATED FROM 01/19/2010 TO 04/19/2010. DEPARTMENT ESTIMATES A WEEK FOR 12 WEEKS. TOTAL ESTIMATED ANNUAL HRS 480 AT $9.00 P/HR

Hidalgo Co. Budget Office
2/3/2005

AI-19443 **22.A.4.**

Requesting approval to declare as surplus for Auction scheduled 1-30-10.
CC REGULAR

Date:	01/19/2010
Submitted By:	Lisa Vela, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval to declare as "surplus" numerous items and vehicles (County-owned and/or Seized) for the purpose of disposition through auction as set forth through Texas Local Government Code 263.152.(a)(1) and as further detailed on the Exhibit attached hereto.

BACKGROUND

Auction will take place on Saturday 1-30-2010 at Abrego's Trucking Service.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-0-1100-415-18-160-001-0-540

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

BUDGETARY IMPACT:

$55,000.00 available balance as of 01/14/10 in advertising (object code 540).
ADVERTISING COST ONLY.
Expenses that are County's responsibility include: advertising costs (paid by County) and fee for auctioneer deducted from gross sales.

Attachments

Link: Auction List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 02:29 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:55 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/15/2010 09:37 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Lisa Vela Started On: 01/14/2010 10:00 AM

Final Approval Date: 01/15/2010

PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION LIST
[JANUARY 30,2010]

Asset No	Asset Description	Serial No	From Dpt
37511	COMPUTER NO NAME BRAND	12376390	80
37512	COMPUTER NO NAME BRAND	12376398	80
37513	COMPUTER NO NAME BRAND	12376402	80
40242	COMPUTER COMPAQ EVO	W250KN8ZB688	280
40253	COMPUTER COMPAQ EVO	W250KN8ZB699	280
40420	PRINTER HP COLOR LASERJET 4600dn	JPBKD22405	280
40422	PRINTER HP COLOR LASERJET 4600dn	JPBKF22043	280
40394	PRINTER HP LASERJET 4100n	JPLGC22144	280
40407	PRINTER HP LASERJET 4100n	JPLGF07140	280
16984	TYPEWRITER IBM WHEELWRITER 5	NA	280
26060	MONITOR ALPHA MICROSYSTEM AM-65	22723	280
AD109-137	COMPAQ PRO UPS 500 BATTERY BACK UP	NA	280
AD109-137	COMPAQ PRO UPS 500 BATTERY BACK UP	NA	280
AD109-137	COMPAQ PRO UPS 500 BATTERY BACK UP	NA	280
AD109-124	COMPUTER GATEWAY	26379545	280
AD109-135	COMPUTER GATEWAY	22343784	280
AD109-132	FAX BROTHER INTELLIFAX 1920CN	U60713G4F912501	280
AD109-133	FAX BROTHER INTELLIFAX 2440c	U61086K4FG85659	280
AD109-134	FAX BROTHER INTELLIFAX 2440c	U61086J4F509368	280
AD109-136	FAX BROTHER INTELLIFAX 4100	U60298G4J714047	280
AD109-119	FLAT SCREEN HP L1940T	CNC6330ZVB	280
AD109-115	FLAT SCREEN MPC	F1925S000356	280
AD109-117	FLAT SCREEN MPC	F1925S000376	280
AD109-118	FLAT SCREEN MPC	F1925S000385	280
AD109-120	FLAT SCREEN MPC	F1925S000379	280
AD109-121	FLAT SCREEN MPC	F1925S000381	280
AD109-122	FLAT SCREEN MPC	F1925S000372	280
AD109-116	FLAT SCREEN VIEWSONIC VA912b	PW8062060462	280
AD109-155	KEYBOARDS MPC (3)	NA	280
MULTIPLE	KEYBOARDS COMPAQ (63)	NA	280
MULTIPLE	KEYBOARDS HP (18)	NA	280
AD109-160	KEYBOARDS KENSINGTON (3)	NA	280
AD109-157	KEYBOARDS MISC. (3)	NA	280
AD109-162	MICE "MOUSE" ASSORTED (57)	NA	280
AD109-15	MONITOR COMPAQ 5500	CN246YF065	280
AD109-17	MONITOR COMPAQ 5500	CN246YF512	280
AD109-18	MONITOR COMPAQ 5500	CN246YF509	280
AD109-19	MONITOR COMPAQ 5500	CN246YF191	280
AD109-20	MONITOR COMPAQ 5500	CN246YF061	280
AD109-21	MONITOR COMPAQ 5500	CN246YF225	280
AD109-22	MONITOR COMPAQ 5500	CN246YF511	280
AD109-23	MONITOR COMPAQ 5500	CN246YF074	280
AD109-24	MONITOR COMPAQ 5500	CN246YF193	280
AD109-25	MONITOR COMPAQ 5500	CN246YF507	280
AD109-27	MONITOR COMPAQ 5500	CN246YF184	280
AD109-29	MONITOR COMPAQ 5500	CN246YF218	280

PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION LIST
[JANUARY 30,2010]

Asset No	Asset Description	Serial No	From Dpt
AD109-30	MONITOR COMPAQ 5500	CN246YF518	280
AD109-35	MONITOR COMPAQ 5500	CN246YF064	280
AD109-36	MONITOR COMPAQ 5500	CN246YF239	280
AD109-37	MONITOR COMPAQ 5500	CN246YF500	280
AD109-38	MONITOR COMPAQ 5500	CN246YF501	280
AD109-39	MONITOR COMPAQ 5500	CN246YF196	280
AD109-40	MONITOR COMPAQ 5500	CN246YF073	280
AD109-41	MONITOR COMPAQ 5500	CN246YF498	280
AD109-42	MONITOR COMPAQ 5500	CN246YF229	280
AD109-43	MONITOR COMPAQ 5500	CN246YF233	280
AD109-44	MONITOR COMPAQ 5500	CN246YF069	280
AD109-45	MONITOR COMPAQ 5500	CN246YF221	280
AD109-46	MONITOR COMPAQ 5500	CN246YF220	280
AD109-48	MONITOR COMPAQ 5500	CN246YF514	280
AD109-49	MONITOR COMPAQ 5500	CN246YF515	280
AD109-51	MONITOR COMPAQ 5500	CN246YF271	280
AD109-52	MONITOR COMPAQ 5500	CN246YF223	280
AD109-54	MONITOR COMPAQ 5500	CN246YF076	280
AD109-56	MONITOR COMPAQ 5500	CN246YF219	280
AD109-57	MONITOR COMPAQ 5500	CN246YF056	280
AD109-58	MONITOR COMPAQ 5500	CN246YF517	280
AD109-59	MONITOR COMPAQ 5500	CN246YF260	280
AD109-60	MONITOR COMPAQ 5500	CN246YF216	280
AD109-65	MONITOR COMPAQ 5500	CN246YF268	280
AD109-66	MONITOR COMPAQ 5500	CN246YF785	280
AD109-67	MONITOR COMPAQ 5500	CN246YF504	280
AD109-68	MONITOR COMPAQ 5500	CN246YF178	280
AD109-69	MONITOR COMPAQ 5500	CN246YF067	280
AD109-72	MONITOR COMPAQ 5500	CN246YF060	280
AD109-77	MONITOR COMPAQ 5500	CN246YF183	280
AD109-78	MONITOR COMPAQ 5500	CN246YF227	280
AD109-79	MONITOR COMPAQ 5500	CN246YF055	280
AD109-80	MONITOR COMPAQ 5500	CN246YF226	280
AD109-81	MONITOR COMPAQ 5500	CN246YF197	280
AD109-82	MONITOR COMPAQ 5500	CN246YF224	280
AD109-83	MONITOR COMPAQ 5500	CN246YF267	280
AD109-84	MONITOR COMPAQ 5500	CN246YF231	280
AD109-85	MONITOR COMPAQ 5500	CN246YF077	280
AD109-86	MONITOR COMPAQ 5500	CN246YF232	280
AD109-87	MONITOR COMPAQ 5500	CN246YF237	280
AD109-88	MONITOR COMPAQ 5500	CN246YF236	280
AD109-89	MONITOR COMPAQ 5500	CN246YF068	280
AD109-90	MONITOR COMPAQ 5500	CN246YF070	280
AD109-91	MONITOR COMPAQ 5500	CN246YF230	280
AD109-92	MONITOR COMPAQ 5500	CN246YF261	280
AD109-93	MONITOR COMPAQ 5500	CN246YF520	280

PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION LIST
[JANUARY 30,2010]

Asset No	Asset Description	Serial No	From Dpt
AD109-94	MONITOR COMPAQ 5500	CN246YF234	280
AD109-95	MONITOR COMPAQ 5500	CN246YF251	280
AD109-96	MONITOR COMPAQ 5500	CN246YF506	280
AD109-97	MONITOR COMPAQ 5500	CN246YF066	280
AD109-31	MONITOR HP 7500	CN332VH821	280
AD109-32	MONITOR HP 7500	CN332VA245	280
AD109-47	MONITOR HP 7500	CN332VA244	280
AD109-50	MONITOR HP 7500	CN332VA788	280
AD109-53	MONITOR HP 7500	CN332VH836	280
AD109-55	MONITOR HP 7500	CN332VH811	280
AD109-61	MONITOR HP 7500	CN332VH813	280
AD109-62	MONITOR HP 7500	CN332VH798	280
AD109-63	MONITOR HP 7500	CN332VA258	280
AD109-64	MONITOR HP 7500	CN332VA264	280
AD109-70	MONITOR HP 7500	CNG41803C6	280
AD109-71	MONITOR HP 7500	CN332VA201	280
AD109-73	MONITOR HP 7500	CN332VA226	280
AD109-74	MONITOR HP 7500	CN332VA094	280
AD109-75	MONITOR HP 7500	CN332VA232	280
AD109-76	MONITOR HP 7500	CN332VH823	280
AD109-33	MONITOR HP 7650	CNN51815MD	280
AD109-14	MONITOR HP M50	TH00407327	280
AD109-26	MONITOR HP M50	LH04103654	280
AD109-28	MONITOR HP M50	LH94104057	280
AD109-34	MONITOR HP M50	TH02100345	280
AD109-13	MONITOR LITE-ON B1770NSC	928251138	280
AD109-100	PRINTER EPSON STYLUS C80	D33E538716	280
AD109-101	PRINTER EPSON STYLUS C80	D33E540537	280
AD109-102	PRINTER EPSON STYLUS C80	D33E538721	280
AD109-103	PRINTER EPSON STYLUS C80	D33E540552	280
AD109-104	PRINTER EPSON STYLUS C80	D33E538715	280
AD109-105	PRINTER EPSON STYLUS C80	D33E540528	280
AD109-106	PRINTER EPSON STYLUS C80	D33E540557	280
AD109-107	PRINTER EPSON STYLUS C80	D33E195341	280
AD109-108	PRINTER EPSON STYLUS C80	D33E538710	280
AD109-98	PRINTER EPSON STYLUS C80	D33E540558	280
AD109-99	PRINTER EPSON STYLUS C80	D33E538717	280
AD109-128	PRINTER HP DESKJET 842c	CN0981M217	280
AD109-131	PRINTER HP PHOTOSMART P1000	MX0541F1H5	280
AD109-126	PRINTER OKIDATA MICROLINE 320 TURBO	306D4127074	280
AD109-109	SCANNER EPSON PERFECTION 1670	E7EV034388	280
AD109-110	SCANNER EPSON PERFECTION 1670	DR7X02A190	280
AD109-111	SCANNER EPSON PERFECTION 1670	E7EV026311	280
AD109-112	SCANNER EPSON PERFECTION 1670	E7EV034414	280
AD109-113	SCANNER EPSON PERFECTION 1670	E7EV006989	280
AD109-114	SCANNER EPSON PERFECTION 1670	E7EV034393	280

PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION LIST
[JANUARY 30,2010]

Asset No	Asset Description	Serial No	From Dpt
AD109-161	SHREDDER FELLOWES 220-2	NA	280
AD109-163	SPEAKERS POLK AUDIO "COMPUTER"	NA	280
DA-0110-6	(2) BOXES OF GIFT CARDS	C-2522-08-D	80
DA-0110-24	2000 NISSAN QUEST	4N2XW11T0YD829375	80
DA-0110-25	2000 TRACTOR TRAILER VOLVO	4V4NC9JH02N335050	80
DA-0110-26	2001 DODGE CARAVAN	2B8GP44311R205318	80
DA-0110-27	2001 JET SKI BOMDARDIER	C-3040-08-F	80
DA-0110-28	2002 FORD WINSTAR VAN	2FTZA54402BB53672	80
DA-0110-29	2005 TRAILER UTILITY	1UYVS25355U418506	80
DA-0110-30	CHOP SAW (RYOBI)	C-2203-08-H	80
DA-0110-31	COMPRESSOR 30 GAL HUSKY PRO	C-2203-08-H	80
DA-0110-32	CREST WRENCH AND BANDING	C-2203-08-H	80
DA-0110-33	DRILL (ROCKWELL)	C-2203-08-H	80
DA-0110-34	FAN MAXX AIR HIGH VELOCITY	C-2203-08-H	80
DA-0110-35	NAIL GUN (RIGID)	C-2203-08-H	80
DA-0110-36	NAIL GUN (SENCO)	C-2203-08-H	80
DA-0110-37	PALLET JACK 3000 KILOGRAM TUV	C-2203-08-H	80
DA-0110-38	TABLE SAW (RIGID) MODEL TS3650	C-2203-08-H	80
DA-0110-39	TRANS CELL SCALE MODEL TI-500E	C-2203-08-H	80
DA-0110-40	WATCH LADIES LUCION PICCARD	C-1478-09-G	80
H-1204	1999 NISSAN ALTIMA	1N4DL01D3XC176842	7530
H-1205	1999 PONTIAC	1G2NE52T2XC539695	7530
H-1103	2004 TOYOTA COROLLA	1NXBR32E64Z327943	7530
H-0944	AERO GARDEN	NA	7530
H-0940	AIR PURIFIER IONIC PRO	NA	7530
H-0928	BLENDER MARGARITA OASIS	NA	7530
H-0924	BLENDER POWER 5/1 COOKS	NA	7530
H-0901	COFFE MAKER 12-CUP PROGRAMMABLE	NA	7530
H-0903	COFFE POTS	NA	7530
H-0927	COFFE POTS	NA	7530
H-0937	COFFE POTS	NA	7530
H-0936	COFFEE MAKER 10-CUP THERMAL	NA	7530
H-0930	COFFEE MAKER ELECTRIC	NA	7530
H-0931	COFFEE ON THE RUN COOKS	NA	7530
H-0935	COOKER	NA	7530
H-0938	ELECTRIC MOTOR	NA	7530
H-0929	ESPRESSO MAKER FARBER MILL STEAM	NA	7530
H-0921	GRILL 6 BURGER	NA	7530
H-0926	GRILL 6 BURGER	NA	7530
H-0934	GRILL 6 BURGER	NA	7530
H-0923	GRINDER MEAT ELECTRIC COOKS	NA	7530
H-0943	GRINDER MEAT FLEISCHWOLF	NA	7530
H-0941	HARD ANODIZED PRESSURE COOKS	NA	7530
H-0920	ICE CREAM MAKER	NA	7530
H-0939	KEG DISPENSER	NA	7530
H-0933	LASER BEAM SAFE TOY	NA	7530

PURCHASING DEPARTMENT/FIXED ASSET DIVISION
AUCTION LIST
[JANUARY 30,2010]

Asset No	Asset Description	Serial No	From Dpt
H-0908	MEAT SLICER ELECTRIC SS	NA	7530
H-0909	MEAT SLICER ELECTRIC SS	NA	7530
H-0910	MEAT SLICER ELECTRIC SS	NA	7530
H-0911	MEAT SLICER ELECTRIC SS	NA	7530
H-0912	MEAT SLICER ELECTRIC SS	NA	7530
H-0913	MEAT SLICER ELECTRIC SS	NA	7530
H-0914	MEAT SLICER ELECTRIC SS	NA	7530
H-0915	MEAT SLICER ELECTRIC SS	NA	7530
H-0916	MEAT SLICER ELECTRIC SS	NA	7530
H-0917	MEAT SLICER ELECTRIC SS	NA	7530
H-0918	MEAT SLICER ELECTRIC SS	NA	7530
H-0919	MEAT SLICER ELECTRIC SS	NA	7530
H-0905	MEAT SLICERS	NA	7530
H-0906	MEAT SLICERS	NA	7530
H-0907	MEAT SLICERS	NA	7530
H-0945	MISC. BOXES OF ORNAMENTS	NA	7530
H-0946	MISC. BOXES OF ORNAMENTS	NA	7530
H0942	PRESSUER COOKER	NA	7530
H-0925	TEA KETTLE 7-CUP SS ELECTRIC	NA	7530
H-0902	WAFFLE BELIGAN MAKER	NA	7530
H-0904	WAFFLE BELIGAN MAKER	NA	7530
H-0933	WAFFLE BELIGAN MAKER	NA	7530
H-0922	WAFFLE MAKER	NA	7530
H-1202	1998 UTILITY TRAILER	1UYV2537WM293350	7530
H-1201	2000 FREIGHTLINER TRACTOR	1FUPCDZB3YPB98735	7530

AI-19437 **22.A.5.**

E-09-294-06-22-The University Of Texas Pan-American (Consulting Services) CC REGULAR

Date:	01/19/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department Sub-category: Hidalgo County

Information

CAPTION

Approval of an Amendment to the Consulting Services Contract with The University Of Texas-Pan American in order to clarify and detail the obligations and responsibilities of the County as it relates to public involvement meetings in connection with contract # E-09-294-06-22-for-Professional Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development" Project for Hidalgo County.

BACKGROUND

Clarification required in order to determine the responsibilities of the contracted vendor for their consulting services and Hidalgo County's required responsibilities and obligations in acquiring the printing of materials (flyers, posters, reports, etc), equip rental, supplies,advertising and other items related to town hall meetings that were budgeted separately in the EDA budget.
ORIGINAL CONTRACT NO. C-08-409-02-24

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: 0-1287-465-20-110-070-9-311

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

BUDGETARY IMPACT:

$63,925.50 available funding in calendar year 2009 account as of 01/15/10. Funding for 2010 pending rollover.
$22,610.71 available funding in req#166983 as of 01/15/10.

Attachments

Link: Amendment Document

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 08:10 PM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 09:10 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/15/2010 10:13 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Vangie Garcia

Started On: 01/13/2010 05:42 PM

Final Approval Date: 01/15/2010

STATE OF TEXAS '
'
COUNTY OF HIDALGO '

AMENDMENT TO CONTRACT FOR CONSULTING SERVICES
BETWEEN HIDALGO COUNTY, TEXAS AND
THE UNIVERSITY OF TEXAS PAN AMERICAN

This AMENDMENT to the CONTRACT FOR CONSULTING SERVICES (C-08-409-02-24) dated February 24, 2009, by and between **HIDALGO COUNTY, TEXAS** ("County") and **THE UNIVERSITY OF TEXAS PAN AMERICAN** ("U.T.P.A.") is entered into between the parties effective this _____ day of _____ 2010.

WHEREAS, Company and County entered into a Contract dated February 24, 2009 in which U.T.P.A. agreed to provide certain consulting services (the "Contract") to serve at the pleasure of the Hidalgo County Commissioners Court for the purpose of asset mapping and strategic planning to guide economic development (the "Project");

WHEREAS, through its work plan and research, U.T.P.A. has determined the need for County assistance in achieving the Project's goals and as such, the parties now desire to amend the Contract to reflect such assistance;

NOW THEREFORE, for and in consideration of the terms and provisions set forth herein, for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and U.T.P.A. hereby agree to the following amendment to the Contract.

1. A new paragraph 1-A is added after paragraph 1 of the Contract as follows:

   1-A County, at its sole cost and expense, shall be responsible for procuring printing of materials and rental of survey clickers necessary for the fulfillment of the Project goals through its own applicable purchasing laws, regulations, policies and procedures.

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

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

UNIVERSITY OF TEXAS PAN AMERICAN

_____
By: _____
Its_____

HIDALGO COUNTY, TEXAS

_____
Rene Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

CONTRACT FOR CONSULTING SERVICES
C-08-409-02-24

THIS AGREEMENT is made on the 24th day of February, 2009 by and between "The University Of Texas-Pan American (U.T.P.A.), Edinburg, HIDALGO COUNTY, TEXAS, a political subdivision of the State of Texas (hereinafter "County") and The University Of Texas-Pan American, a University of (Hidalgo County, Texas) (hereinafter" Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

W I T N E S S E T H:

WHEREAS, County desires to contract with a consultant to provide the services necessary to the County of Hidalgo that are more specifically set forth hereinafter; and

WHEREAS, Consultant(s) has agreed to provide the services enumerated hereinafter to Hidalgo County Commissioner's Court.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant(s) agree as follows:

1. Consultant(s) agrees to provide the County the consulting services required by Hidalgo County in connection with **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** (the "Plan") pursuant to Article 262.024 "The Professional Service Procurement Act", Texas Local Government Code, the County requested proposals from professional consultants to assist the County in providing consulting services to the Plan. The services include, but are not limited to, the items listed on Appendix A, which is attached and made a part of this Contract.

2. Consultant(s) will report any problems or recommended changes in the Implementation of **"Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"** to Hidalgo County.

3. As consideration for services of Consultant(s) described herein, County agrees to pay Consultant(s) the fees as outlined in Appendix B, which is attached to and made a part of this Contract.

4. Consultant(s) must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant(s) represents and

maintains that he is an independent Consultant(s) and is not an employee of County or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of County. Consultant(s) agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

5. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (3) written notice prior to cancellation.

6. Consultant(s) may not assign the obligations or rights under this Contract to any person without the prior written consent of County.

7. Consultant(s) agrees to comply with the Title VI of the Civil Rights Act of 1964. The term of this Contract will be effective upon approval of award through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

9. Notice. Except as may be otherwise specifically provided in this Contract,

all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	County of Hidalgo, Texas Attn: County Judge 100 E. Cano, 2nd Floor Edinburg, Texas 78539
If to Consultant(s):	The University Of Texas-Pan American (U.T.P.A.) Attn: Michael Uhrbrock, Assoc. Dir. For Economic Development 1201 W. University Drive Edinburg, Texas 78539

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

10. Conflict with Applicable Law. Nothing in this Consultant(s) shall be construed so as to require the commission of any contrary to law, and

whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extend necessary to bring them within the legal requirements and only during the time such conflict exists.

11. No Waiver. No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

13. 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.

14. Additional Documents. The parties hereto covenant and agree that the will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

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

16. Assignment. This Agreement shall not be assignable; provided, however, that Consultant(s) may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Consultant(s) is not excused from and/or does not delegate its duties hereunder.

17. Headings. The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. Gender and Number. All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and

the singular shall include the plural whenever and as often as may be appropriate.

19. Authority to Execute. The execution and performance of this Contract by County and Consultant(s) have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant(s) in accordance with its terms.

20. Ethical Provision. It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant(s) warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant(s) has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Consultant(s). County, agrees however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

22. Indemnity and Hold Harmless. Consultant(s) agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are primarily attributable to the acts or omissions of Consultant(s) or the acts or omissions of Consultant(s) employees, agents or other representatives, including the violation of any law or regulation related to Consultant(s)'s duties under this Agreement.

To the extend permitted by applicable law, County agrees to indemnify and hold Consultant(s) harmless from any loss, costs, liabilities or damages which are incurred by Consultant(s) which are primarily attributable to the acts

or omissions of County of the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

23. Representation and Warranties. Consultant(s) represents and warrants to County all representations and warranties of Contract as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. Consultant(s) additionally represents and warrants that has not, and will not in the future, receive any compensation (whether in the form of cash, credit, commissions, gifts, tangible property or otherwise) in connection with the award by County of a contract for employee health benefits, other than compensation to Consultant(s) pursuant to this Contract. In the event any representation or warranty of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify of Consultant(s) hereunder is or becomes incorrect or untrue, Consultant(s) agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to termination this Contract, for cause, in the manner herein provided. Consultant(s) acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant(s) as herein contained as a

material inducement to County to enter into the Contract.

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

APPROVED BY COMMISSIONERS COURT ON 2-24, 2009.

APPROVED AS TO FORM:

By: _____
Antonio Mendoza, Assistant District Attorney

COUNTY OF HIDALGO, TEXAS

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Consultant:

By: _____

Printed Name: James R. langabeer

Title: VP for Business Affairs

Date: 3-24-09

APPENDIX "A"
CONSULTANT SERVICES

Hidalgo County is seeking sealed proposals with qualifications from qualified consultants to provide certain services related to research, analysis, strategic planning, meeting facilitation, and plan writing in support of the preparation of Hidalgo County's Comprehensive Economic Development Plan. The Hidalgo County Purchasing Department will receive sealed proposals with qualifications as specified herein. Sealed proposals with qualifications will be accepted until **9:30 A.M., Wednesday, November 05 , 2008. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP/Q NO: 2008-409-11-05-VYG

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.
The following outlines the Request For Proposal/Qualifications:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:
Hidalgo County is requesting that "Request For Proposal/Qualifications" be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMIL NO LATER THAN Wednesday, October 29, 2008 at 5:00 P.M. at (956) 318-2699, and/or **BY EMAIL AT:** sofia.hernandez@hidalgocountyjudge.com. Responses will be sent to all applicants via facsimile by Friday, October 31, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the

County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's, affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

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.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing 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 requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal/Qualification (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

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

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

SUBCONTRACTING: The successful submitter may not subcontract any portion of the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF CONTRACT:
It is intended that the term of the contract will be through June 30, 2009, unless otherwise extended through Hidalgo County's option to extend/renew for one (1) year, under the same rates, terms and conditions.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications. **(if applicable)**

SECTION II - PURPOSE

As a result of a grant from the U.S. Department of Commerce's Economic Development Administration (EDA), Hidalgo County is working in collaboration with the economic development organizations within the county to create a countywide Comprehensive Economic Development Strategy (CEDS) to prepare the county to compete and succeed in a regional and global economy. This Request for Proposals (RFP) is seeking qualified consultants for the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities. Information to be collected/produced, studied and reported includes cataloguing and analyzing regional assets, and effective strategies

and outreach for economic and workforce development transformation. The planning process requires (also *see* 13 C.F.R. § 303.6, paragraphs A.1 and A.2):

- Consultation with public officials, community leaders, representatives of economic and workforce development organizations and institutions of higher education, minority and labor groups, business associations, and private individuals;
- Conducting public forums to elicit public/private input;
- Researching and analyzing the current economic development situation of the region including a discussion of the population, geography, workforce, transportation, resources, environment, and other relevant information;
- Conducting SWOT analysis and resource mapping activities; and,
- Identifying strategies and resources for plan implementation.

The results of these efforts will be utilized to prepare a strategic plan that:

- Establishes and articulates a vision for economic and workforce development in the county and region;
- Embraces the principles of entrepreneurship, enhances regional clusters, and leverages technology innovators and local universities to the private sector;
- Includes clear and measureable goals and objectives;
- Outlines a plan of action with clear steps and strategies for achieving goals and objectives; and,
- Identifies potential resources/funding to support implementation of the plan.

SECTION III – BACKGROUND

Hidalgo County has received a U.S. Department of Commerce/Economic Development Administration (EDA) grant to conduct strategic planning activities for the purpose of developing a countywide Comprehensive Economic Development Strategy. The role of the county is to work through a Strategy Committee of stakeholders identified by the county, serve as the convener of stakeholders during the planning process and oversee the implementation of grant activities consistent with the criteria set forth in the proposal as approved by EDA.

SECTION IV - RFP REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:
The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and seven (7) copies** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:
The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

PROPOSAL NARRATIVE:
This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 5 pages in length.

Respondents must submit a written description of services that briefly describes the services to be provided specific to the requirements of this proposal. The written narrative, at minimum, must include the following information:

1. Demonstrated knowledge of the tasks required to meet the requirements of this proposal and the skills, abilities and talent necessary to successfully complete the tasks outlined in the Scope of Services.

    - Please include specifics and price required for your organization to complete this project. Additionally, please specify any cost associating with the mapping of physical assets using GIS software.

    - Provide the names, education and work experience of the key personnel that will be assigned to this project along with a description of their most recent work in similar projects. There is a one (1) page limitation for each biographic summary provided.

2. Demonstrated ability to perform the tasks required in this proposal, including prior experience in working on same/similar projects. Please attach references to the narrative response, which include the names, physical and electronic addresses, and telephone numbers of a minimum of three (3) clients for whom the respondent has conducted similar services. These references may be contacted.

3. Demonstrated knowledge of the time requirements for completion of all work required in the Scope of Services. The narrative must include specific details on the how the respondent will meet the timing requirements for this project and include a work plan with a brief description of each deliverable and its anticipated start and completion date.

4. Please provide contact information for the primary contact, including name, physical and electronic addresses, telephone number, and email address.

    FOR ADDITIONAL SPECIFICATIONS AND REQUIREMENTS-PLEASE REFER TO "SCOPE OF SERVICES" SECTION.

TIMING:

Ideally, this project will begin by mid October, with phased deliverables to be negotiated with the successful bidder. **The final product should be completed no later than June 15, 2009**. Your proposal should include an estimate of the timing to start and complete each element or deliverable. It is anticipated that, subsequent to awarding the project, specific approaches, requirements, and due dates will be worked out and included in the contract with the selected consultant.

FIRM QUALIFICATIONS:

Individuals and organizations, whether for-profit or not-for-profit, having the appropriate experience and specific expertise necessary to carry out the duties and responsibilities outlined in the "Scope of Services" below. All proposers must have demonstrated experience in the area of asset mapping and strategic planning to be eligible for consideration. Hidalgo County reserves the right to check all references furnished and consider the responses received in evaluating the proposals.

SCOPE OF SERVICES:
Hidalgo County is interested in strengthening its competitive position within state, national and global markets. Accordingly, the County is requesting proposals with qualifications from experienced, qualified consultants to prepare the following in accordance with applicable requirements from the U.S. Department of Commerce/Economic Development Administration grant award for creating a Comprehensive Economic Development Strategy. The successful respondent will be required to complete the following tasks/activities:

Asset Mapping: In order to strengthen the county's competitive position within state, national and global markets, it is important to start by mapping the area's asset base. The purpose of the Asset Map is will be to provide the County's leadership with an understanding of the area's asset base – human, financial, institutional, and natural among others; identify "gap" areas that require further investment; and provide a baseline for launching the strategic planning process and by which to measure future progress toward regional prosperity. The asset map should follow the framework set forth in "*Asset Mapping Roadmap: A Guide to Assessing Regional Development Resources*" developed by the Council on Competitiveness. The document can be found at http://www.compete.org/images/uploads/File/PDF%20Files/Illuminate_regional_Aug2007.pdf.

Additionally, the selected consultant should make every effort to (a) avoid duplicating any current asset mapping activities underway in the region such as those of the Workforce Innovation in Regional Economic Development (WIRED) initiative; and (b) add value to current or recent asset mapping activities (i.e., *Texas in Focus: South Texas* - http://www.cpa.state.tx.us/specialrpt/tif/southtexas/pdf/SouthTexasFullReport.pdf).

This request includes a full-level asset mapping process as follows

- Identification and cataloging of all major assets relevant to countywide and regional development.
- Basic evaluation of the strengths and weaknesses of all major assets and identification of gaps and redundancies in order to determine areas that require further investment.
- A comprehensive assessment to capture current and future utilization of assets, challenges and barriers to utilization, and the need for increased asset creation and investment. This component of the asset mapping process should specifically focus on the health care industry.

Strategic Planning: The asset mapping findings will be used to launch the strategic planning process. The purpose of the strategic planning process is to provide the County's leadership with a strategy for improving its overall competitive position. The consultant will assist the Strategy Committee and Hidalgo County economic development staff in preparing a five-year CEDS for Hidalgo County that complies with the requirements of 13 CFR § 303.7 (Code of Federal Regulations). This request includes the provision of strategic planning services inclusive of research, analysis, strategy development, group process facilitation, and plan writing activities.

The consultant will be required to submit a draft of both the Asset Map and Strategic Plan for review and comment before submitting the final document. An electronic copy of the final document is required.

NUMBER OF COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and seven (7) copies.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer is to provide a fee proposal with qualifications based on the scope of work and services.

SECTION V: SELECTION AND SCHEDULES

EVALUATION SYSTEM:

Proposals/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in providing the required services.

The evaluation consists of a 100-point scoring system, weighted as follows:

NARRATIVE	**15 POINTS**
BUDEGET & COST EFFECTIVENESS	**15 POINTS**
PRIOR EXPERIENCE	**30 POINTS**
PROPOSER'S QUALIFICATIONS	**20 POINTS**
ABILITY TO MEET TIMING REQUIREMENTS	**20 POINTS**

At the sole discretion of Commissioner's Court, a presentation may be requested from the participating firms that have scored at least 80 points in order to complete and finalize the ranking.

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

PROPOSAL WITH QUALIFICATION SUBMITTED TO: An original and seven (7) copies of RFP/Qs should be submitted to:

US Postal Mail address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

RFP/Qs must be submitted by **no later than 9:30 a.m. on Wednesday, November 05, 2008.**
Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

TERMS AND CONDITIONS

- This RFP does not commit Hidalgo County to award a contract.
- Hidalgo County will not pay any costs incurred by the respondent in the preparation of this proposal.
- Hidalgo County may accept or reject any or all proposals received as a result of this RFP, or cancel in part or in its entirety this RFP if it is in the best interest of Hidalgo County to do so.

- Hidalgo County may request additional information or a personal interview in support of the written proposals.
- Hidalgo County may award a contract under this RFP without discussion with the respondent. Therefore, proposals should be submitted on the most favorable terms from both the technical and cost standpoint.
- Hidalgo County reserves the right not to fund the respondent with either the lowest cost or the highest score on the proposal.
- Hidalgo County may require the selected respondent to participate in negotiations and submit price, technical or other revisions to the proposal as a result of the negotiations.
- The contract award is subject to the availability of Federal funds and the execution of a contract acceptable to both the selected respondent and Hidalgo County.
- Hidalgo County reserves the right to reject the proposal of any respondent based on any misrepresentation.

APPENDIX "B"
CONSULTANT FEE

MEMORANDUM
(IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Michael Uhrbrock, Assoc. Dir. For Economic Development
University Of Texas-Pan American (U.T.P.A.)

From: Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

Date: February 4, 2009

Re: Request of "Best and Final Offer" For
RFP/Q NO: 2008-409-11-05-VYG Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County

Let this serve as a notice of Hidalgo County Commissioners' Court action taken on February 3, 2009 approval of the grading committee's evaluation for the number one ranked participant and authority to negotiate for a Best and Final Offer with The University Of Texas Pan American (U.T.P.A.).

Pursuant to the presentation meeting that was held on Friday, January 23, 2009, at this time, Hidalgo County is requesting for The University Of Texas-Pan American to consider and submit a "Best And Final Offer" for the above-referenced project.

We request that you please sign and remit acknowledgement/best and final offer via facsimile @ (956) 318-2629 or email: evangelina.garcia@co.hidalgo.tx.us . Please submit your "Best And Final Offer" within today, in order for me to add as an attachment to the agenda for the following court date of Tuesday, February 10, 2009. I will also require for you to submit insurance certificate(s) as requested in Exhibit C of the RFP in order to complete the finalization of the contract.

If you have any questions, please call me at (956) 290-7000-4856. Thank you.

Best And Final Offer: $157,644 plus reimbursable expenses for travel, telephone, and Internet

Signed: _____ Date: 2/23/09

Printed Name: James R. Langabeer

Title: Vice-President for Business Affairs

EXHIBIT "C"
INSURANCE DOCUMENTATION

UTPA
THE UNIVERSITY OF TEXAS - PAN AMERICAN
Environmental Health and Safety

SUMMARY STATEMENT OF INSURANCE RISKS FOR
THE UNIVERSITY OF TEXAS SYSTEM
The University of Texas – Pan American
Summary Statement of Insurance

FRP/Q: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset
Mapping and Strategic Planning To Guide Economic Development in Hidalgo County

General Liability

It is the stated policy of the State of Texas not to acquire commercial general liability insurance for torts committed by employees of the state who are acting within the scope of their employment. Rather, Chapter 101 of the Civil Practice and Remedies Code states 'that a governmental unit in the state is liable for property damage, personal injury and death proximately caused by the wrongful act or omission or negligence of an employee acting within his scope of employment...' Liability of the state government under this chapter is limited to money damages in a maximum amount of $250,000 for each person and $500,000 for each single occurrence for bodily injury or death and $100,000 for each single occurrence for injury to or destruction of property.

Workers' Compensation

Employees of the University of Texas System are provided Workers' Compensation coverage under a self-insuring, self-managed program as authorized by the Texas Labor Code, Chapter 503.

Richard Costello, DrPH
Director – Environmental Health and Safety
(956) 381-3690 (956) 381-2699 (fax)

B. Pct. #4 Constable:(Project #09-121-OGG)
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $34,990.00
One (1) New 2009 F150 PU 4x4; in the amount not to exceed $36,335.00
Combined total: $ 164.943.00
Buyboard Fee: $ 400.00
Total amount: $ 165,343.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

10. **Requesting discussion, consideration and approval to purchase (6) Six New 2009 Chevrolet Tahoe PPV through the County's membership/participation with HGAC (Houston-Galveston) awarded vendor Caldwell Country Chevrolet (Contract #VE03-06) for Pct. #3 and Pct. #4 Constables:**

A. Pct. #3 Constables: (Project #09-11 9-OGG)
Four (4) New 2009 Tahoe PPV in the amount not to exceed $143,084.00

B. Pct. #4 Constables: (Project #09-120-OGG)
Two (2) New 2009 Tahoe PPV in the amount not to exceed $81,812.00
Combined Total: $ 224,896.00
H-GAG Fee's: $ 600.00
Total Amount $ 225,496.00

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval on items A & B.

B. County Judge's Office

1. **Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development. (C-08-409-02-24)**

On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval subject to the Auditor.

C. Pct. 1

1. **Recommending bid award to the sole bidder meeting all specifications and approval of contract for the request for bids "Landfill Access for Precinct No. 1.**

On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

AI-13791 23.B.1.

Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development

CC REGULAR

Date: 02/24/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** County Judge's Office

Information

CAPTION

Presentation for discussion, consideration, acceptance and approval of the final negotiated contract which includes a "Best And Final Offer" (BAFO) with University Of Texas Pan American (U.T.P.A.) for RFP NO: 2008-409-11-05-VYG-Hidalgo County Professional Consultant Services For Asset Mapping And Strategic Planning To Guide Economic Development.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2008 **ACCT. #:** 1297-465-20-110-070-9-311
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Vangie Garcia	02/04/2009 08:00 AM	CREATED
1	Purchasing Department	Marty Salazar	02/20/2009 12:04 PM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 01:28 PM	APRV
3	Roland Garcia			NEW
4	Auditor's Office			

Form Started By: Vangie Garcia Started On: 02/04/2009 08:00 AM

AI-16016 **9.M.**

Renewal/Extension-C-08-409-02-24-The University Of Texas-Pan American

CC CONSENT

Date: 06/22/2009
Submitted By: Vangie Garcia, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION

Requesting approval to exercise the one (1) year extension/renewal option as provided in the current contract #08-409-02-24-Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County, under the same rates, terms and conditions with "The University Of Texas-Pan American (UTPA) with extension/renewal effective as of: July 1, 2009 through June 30, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1287-465-20-110-070-9-311
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
Available balance of $16,000.00 as of 06/17/09.

*A request has been made to EDA to move monies within the grant (categorically) to fund this particular project. Request is pending at this time.

Attachments

Link: Extension Letter
Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	06/17/2009 11:31 AM	APRV
2	Budget & Management	Veronica Lopez	06/17/2009 11:48 AM	APRV
3	Roland Garcia	Rolando Garcia	06/18/2009 08:42 AM	APRV
4	Auditor's Office		06/18/2009 04:55 PM	NEW

Form Started By: Vangie Garcia Started On: 06/15/2009 04:53 PM
Final Approval Date: 06/18/2009

PURCHASING DEPARTMENT
County Of Hidalgo

June 15, 2009

Michael Uhrbrock, Associate Director
For Economic Development
Attn: James R. Langabeer, Vice President
For Business Affairs
For The University Of Texas-Pan American
1201 W. University Drive
Edinburg, Texas 78539

Via e-mail: uhrborck@utpa.edu

Re: Renewal/Extension of Contract No. 08-409-02-24
"Consulting Services For Asset Mapping And Strategic Planning To Guide Economic Development In Hidalgo County"

Dear Mr. Uhrbrock/Mr. Langabeer:

Commissioners' Court will take applicable action (Monday, June 23, 2009) in connection with the option to extend/renew the one (1) year as provided in the current service agreement (under the same rates, terms and conditions). Effective date of renew/extension is of July 1, 2009 with termination date of June 20, 2010.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Tuesday, June 16, 2009, 3:00 p.m., or sooner, via facsimile to (956) 956-318-2629 or email to: evangelina.garcia@co.hidalgo.tx.us

There is a deadline to submit our agendas and I need to attach this document as backup with my agenda request.

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000-Extension 4856. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

By: _____ Date: _____

Sincerely,

Vangie Y. Garcia, Contract's Manager
Hidalgo County Purchasing Department

AI-19364 **22.A.6.**

Requesting Approval of 1 Year Extension for "Mats, Dust Mops, & Shop Rags-Hidalgo County"

CC REGULAR

Date:	01/19/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval for Hidalgo County to exercise the one (1) year renewal/extension option as provided in the current contract for “Mats, Dust Mops & Shop Rags – Hidalgo County” under the same rates, terms and conditions effective March 02, 2010 to March 01, 2011 with Unifist Holdings, Inc.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: Co. Wide-Obj. 607

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

BUDGETARY IMPACT:

Services are on an "as needed basis" Co. Wide. Possible funding source is obj. 607 "Household & Janitorial Supplies"

Please refer to attached expense report as of 1-14-10 for funding availability.

Attachments

Link: unifirst renewal 2010

Link: Obj. 607 expense report as of 1-14-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 02:03 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:33 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/14/2010 02:48 PM	APRV
4	Ivan Cantu	Ivan Cantu	01/14/2010 03:46 PM	APRV
5	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yvette Islas Started On: 01/11/2010 01:41 PM

Final Approval Date: 01/15/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 6, 2010

UniFirst Holdings, Inc.
Attn: Mr. Carlos Antunez
515 East Beech
McAllen, Texas 78501

Re: C-09-022-02-25
Mats, Dust Mops, & Shop Rags-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 19, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 12,2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Carlos Antunez Date: 1-8-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department
auditors

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/18/2009

PRODUCER
877-945-7378

Willis of Massachusetts, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: Insurance Company of the State of PA	32220-005
INSURER D: American International South Insurance Co	40258-001
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	X	GENERAL LIABILITY	6506350	10/1/2009	10/1/2010	EACH OCCURRENCE	$ 1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ 5,000
						PERSONAL & ADV INJURY	$ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	$ 2,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC				PRODUCTS - COMP/OP AGG	$ 2,000,000
B	X	AUTOMOBILE LIABILITY	AOS 6506200	10/1/2009	10/1/2010		
B	X	[X] ANY AUTO	MA 6506201	10/1/2009	10/1/2010	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE	$
		[ ] OCCUR [ ] CLAIMS MADE				AGGREGATE	$
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	CA 4289103	10/1/2009	10/1/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ]	AOS 4289105	10/1/2009	10/1/2010	E.L. EACH ACCIDENT	$ 1,000,000
B		(Mandatory in NH)	MN,NY,WI 4289106	10/1/2009	10/1/2010	E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
A		If yes, describe under SPECIAL PROVISIONS below	MA,ME,OH 0910529	10/1/2009	10/1/2010	E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHERWorker's Comp	FL 4289107	10/1/2009	10/1/2010	$1,000,000 EL each accident	
C		WC-statutory limits	OR 4289108	10/1/2009	10/1/2010	$1,000,000 EL disease each employee	
B			TX 4289109	10/1/2009	10/1/2010	$1,000,000 EL disease policy limit	
D			AOS 4289104	10/1/2009	10/1/2010		

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

Division/Location: 813

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

CERTIFICATE HOLDER

County of Hidalgo
Attn: Martha L. Salazar
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 09/18/2009

PRODUCER 877-945-7378

Willis of Massachusetts, Inc.
26 Century Blvd.
P. O. Box 305191
Nashville, TN 37230-5191

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

UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: Insurance Company of the State of PA	32220-005
INSURER D: American International South Insurance Co	40258-001
INSURER E:	

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

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract.

Additional Insured: County of Hidalgo

IMPORTANT

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

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

DISCLAIMER

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

REQUIREMENTS AGREEMENT
C-09-022-02-25

THIS AGREEMENT (the "Agreement") is entered into effective as of **March 01, 2009** by and between **UNIFIRST HOLDINGS, INC.** a **CORPORATION** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **Mats, Dust Mops & Shop Rags** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Mats, Dust Mops & Shop Rags"** in the areas of **HIDALGO COUNTY** projects for a period of one (1) year from **March 01, 2009** to **February 28, 2010** with the option to renew for an additional one (1) year period (if applicable) under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" (RFB Packet) hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements

and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: UniFirst Holdings, Inc.
Attn: Carlos Antunez
515 East Beech
McAllen, Texas 78501

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. 271.903 (Vernon Supp. 1996).

m. Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. Purchasing Ethics. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM

By: _____
Antonio Mendoza, District Attorney's Office

Company: Unifirst

By: _____

Printed Name: Carlos Antunez

Title: Service Manager

Date: 3/30/09

APPROVED BY COMMISSIONERS COURT ON: **02/24/09**

RFB PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 26, 2009

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**MATS, DUST MOPS & SHOP RAGS**"
Bid No: 2009-022-02-11-YSI

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2009-022-02-11	Buyer: Yvette S. Islas	Tel. No: (956) 318-2626 x-4874

REQUEST FOR BIDS

HIDALGO COUNTY

"MATS, DUST MOPS, & SHOP RAGS"

BID OPENING DATE:

FEBRUARY 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE **BID NO: 2009-022-02-11-YSI**

1. Sealed bids will be received for **HIDALGO COUNTY – "MATS, DUST MOPS, & SHOP RAGS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2009-022-02-11-YSI HIDALGO COUNTY - "MATS, DUST MOPS, & SHOP RAGS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-022-02-11-YSI RFB-HIDALGO COUNTY – "MATS, DUST MOPS, & RAGS".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY - "MATS, DUST MOPS, & DUST RAGS"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

A. Meet schedules;

B. Pay any required fees or taxes; or

C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
For

HIDALGO COUNTY

"MOPS, DUST MOPS & SHOP RAGS"
BID NO.: 2009-022-02-11-YSI

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR BIDS
2009-022-02-11-YSI

Mats, Dust Mops, & Shop Rags

SPECIFICATIONS

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.

2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.

3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.

   4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.

   4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.

   4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.

5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.

6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.

7. The bid will be evaluated on the following criteria:

7.1 Total Cost
7.2 Promptness of Delivery
7.3 References

8. BID PAGE- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

11. Hidalgo County reserves the right to award to one (1) or multiple vendors.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	**2**	$_____/Each	$_____/Week
3'x5'	95	$_____/Each	$_____/Week
3x10'	**2**	$_____/Each	$_____/Week
4'x6'	**79**	$_____/Each	$_____/Week
*4'x8'	**2**	$_____/Each	$_____/Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	**125**	$_____/Each	$_____/Week
36"	**109**	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	**20**	$_____/Each	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

Vendor Information and Pricing

1. Vendor Name: _____
2. Vendor Address: _____
3. Telephone Number:_____Fax Number: _____
4. E-Mail Address:_____Cell Number:_____
5. Contact Person: _____
6. Authorizing Signature: _____

7. **Total Cost:** **$_____/Week**

ATTACHMENT I

LOCATION SITES

(p 1 of 2)

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace–Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX 78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX 78596

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

ACORD **CERTIFICATE OF INSURANCE**

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

COVERAGES

GENERAL LIABILITY	
AUTOMOBILE LIABILITY	
GARAGE LIABILITY	
EXCESS LIABILITY	
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY	
OTHER	

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

Insurance Requirement Acknowledgment

I. _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
~~Subcontract Amount: $_____ Description of Work to be Performed:~~

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
__ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f)), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A"
SPECIFICATIONS

EXHIBIT A

HIDALGO COUNTY
REQUEST FOR BIDS
2009-022-02-11-YSI

Mats, Dust Mops, & Shop Rags

SPECIFICATIONS

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags
BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work

1. Vendor shall provide for the scheduled delivery of clean mats, dust mops, shop rags, and other janitorial items to the Hidalgo County Departments listed on Attachment I. Attached you will find a list of **ALL** departments to be serviced with an option to add or delete future sites.

2. Vendors shall provide listed department(s) a weekly list of location sites and quantities of where items are being delivered to. Vendor must deliver **only** location sites and quantities specified on this RFB Packet.

3. Vendor shall provide services for one year with the County of Hidalgo Contract having a sole option for an additional one-year extension based on prior years performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforseen delay in award of new bid for next contract term.

4. Vendor shall deliver the mats, dust mops, and/or shop rags on specified days each week, Monday through Friday, before the hour of 3:00 p.m. The only exception will be if a Holiday falls on a delivery day. In this event, mats, dust mops, and shop rags will be delivered the next work day following the Holiday.

    4.1 Failure to deliver on the specified days may constitute grounds for cancellation of the Agreement.

    4.2 Vendor shall obtain an **authorized signature** for each delivery. One copy of the shipping or delivery ticket shall be furnished to the respective County departments.

    4.3 Hidalgo County does not guarantee any specific quantity of items to be provided on a weekly basis. Furthermore, Hidalgo County reserves the right to increase or decrease the number of items being provided during the term of the resulting Agreement.

5. Hidalgo County does not allow vendors to subcontract the service without the expressed, written consent of the County.

6. Hidalgo County requires that the vendor replace, at no charge and as needed, mats which are warped or torn as these may cause persons to stumble and injure themselves. All mats must be replaced within one week from date notified.

7. The bid will be evaluated on the following criteria:

7.1 Total Cost
7.2 Promptness of Delivery
7.3 References

8. BID PAGE- Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification.

9. Hidalgo County has the authority to utilize State Contracts when ever it is in the County's best interest to do so.

10. Insurance requirements for this project to be maintained through out the contract term are General Liability, Auto Liability (if applicable) and Workers Compensation (If applicable). Refer to limits in Exhibit "C".

11. Hidalgo County reserves the right to award to one (1) or multiple vendors.

12. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

13. Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Highway 281, Edinburg Texas 78539. ***Telephone calls will not be accepted!*** All written inquiries will be accepted via facsimile or e-mail at yvette.islas@co.hidalgo.tx.us no later than, Wednesday, **February 04, 2009, 5:00 PM.** Responses to said inquiries will be sent to all applicants via facsimile or e-mail by no later than **5:00 PM, February 06, 2009**.

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

14. **Vendor Information**

14.1 **Vendor Name:** _____

14.2 **Vendor Address:** _____

14.3 **Telephone Number:** _____ **Fax Number:** _____

14.4 **Contact Person:** _____

14.5 **Authorizing Signature:** _____

15. **References:** List three major references. Include company name, contact person, telephone and fax number, length of contract, services provided and other relevant information.

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rags

BID NO. 2009-022-02-11-YSI

Special Terms, Conditions and Scope of Work (CONT)

Vendor # 2

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

Vendor # 3:

Name of Company: _____

Contact Person: _____

Address: _____

City/State/Zip Code: _____

Fax #: _____

Telephone #: _____

Length of Contract: _____

Services Provided: _____

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$_____/Each	$_____/Week
3'x5'	95	$_____/Each	$_____/Week
3x10'	2	$_____/Each	$_____/Week
4'x6'	79	$_____/Each	$_____/Week
*4'x8'	2	$_____/Each	$_____/Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$_____/Each	$_____/Week
36"	109	$_____/Each	$_____/Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$_____/Eacn	$_____/Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$_____/Each	$_____/Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$_____/Each	$_____/Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$_____/Each	$_____/Week

Vendor Information and Pricing

1. Vendor Name: _____

2. Vendor Address: _____

3. Telephone Number:_____Fax Number: _____

4. E-Mail Address:_____Cell Number:_____

5. Contact Person: _____

6. Authorizing Signature: _____

7. **Total Cost:** **$_____/Week**

ATTACHMENT I

LOCATION SITES

(p 1 of 2)

Hidalgo County Administration Building
100 E Cano-Edinburg, TX 78539

Hidalgo County Courthouse
100 E Cano-Edinburg, TX 78539

Hidalgo County Edinburg Clinic
3105 E Schunior-Edinburg, TX 78539

Hidalgo County Extension Service
1410 N 13th St-Edinburg, TX 78539

Hidalgo County New Administration Bldg
2802 S Hwy Bus 281-Edinbrug, TX 78539

Hidalgo County Edinburg Health Dept
1304 S 25tth St-Edinburg, TX 78539

Hidalgo County Human Services
1212 S 26th St-Edinburg, TX78539

Hidalgo County 430th Court
123 S 9th St-Edinburg, TX 78539

Hidalgo County Probation Office
3100 S Closner, Edinburg, TX 78539

Hidalgo County Elections
111 S 9th St-Edinburg, TX 78539

Hidalgo County (FKNA Robert's Chevrolet)
317 N Closner-Edinburg, TX 78539

Hidalgo County Justice of the Peace-Espinoza
224 N 12th-Edinburg, TX 78539

Hidalgo Cnty Justice of the Peace–Palacios
224 N 12 Ave-Edinburg, TX 78539

Hidalgo County Buildings & Grounds
3100 S Closner-Edinburg, TX 78539

Hidalgo County DPS Building
1212 S 25th-Edinburg, TX 78539

Hidalgo County Mission License
1201 Doherty-Mission, TX 78572

Hidalgo County Human Services
1 ¼ Moorefield-Mission, TX 78572

Hidalgo County J of P and Constable
730 Breyfogle-Mission, TX 78572

Hidalgo County Mission Clinic
¼ Mile S Breyfogle-Mission, TX 78572

Hidalgo County McAllen Clinic
300 E Hackberry-McAllen-TX 78501

Hidalgo County McAllen License
300 E Hackberry-McAllen, TX 78501

Hidalgo County Pharr Clinic
1903 N Fir-Pharr, TX 78577

Hidalgo County Elsa Clinic
708 E Edinburg, Ave-Elsa, TX 78543

Hidalgo Cnty San Juan Community Center
509 E Earling-San Juan, TX 78589

Hidalgo Cnty San Carlos Community Center
6th of Hwy 107-San Carlos, TX 78539

Hidalgo County Weslaco Clinic
1901 N Bridge-Weslaco, TX 78596

Hidalgo County Justice of the Peace-Saenz
1902 Joe Stevens, Suite 302-Weslaco, TX 78596

Hidalgo County Justice of Peace-Morales
1902 Joe Stevens, Suite 301-Weslaco, TX 78596

ATTACHMENT I

LOCATION SITES

(Continued p 2 of 2)

Hidalgo County Pct 4
1102 N Doolittle Rd-Edinburg, TX 78542

Hidalgo County Pct No 1
1902 Joe Stevens-Weslaco TX 78596

Hidalgo County Pct No 3
400 W 13th St-Pharr, TX 78577

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS, PLEASE CONTACT:
IRENE CANTU
BUILDINGS & GROUNDS DEPARTMENT
3100 SOUTH HWY 281-REAR (All the way to the back)
EDINBURG, TX 78539
956-289-1850 (F) 956-318-2648.

Hidalgo County Pct No1-Delta Lake's Park Dept
4 Miles N of Monte Alto on FM 88
Contact: Tina Quijas
956-262-6585 (F) 956-262-9840

Hidalgo County Sheriff's Department
711 E. El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Pct No 2
301 E State-Pharr, TX 78577
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Precinct No 4
1102 No Doolittle Rd-Edinburg, TX 78542
Contact: Rumaldo Munoz
956-383-3112 (F) 956-381-5905

Hidalgo County Pct No 3
724 N Breyfogle-Mission, TX 78572
Contact: Yolanda Cisneros
956-787-1891 (F) 956-787-4683

Hidalgo County Sheriff's Dept-Academy
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinburg, TX 78540
Contact: Letty Gonzalez
956-383-8114

Hidalgo County Sheriff's Dept-Motor Pool
711 E El Cibolo Rd-Edinburg, TX 78539
Mailing: P O Box 1228-Edinbrug, TX 78540
Contact: Letty Gonzalez
956-383-8114

FOR DELIVERY, QUANTITY, MAILING OF INVOICES, QUESTIONS AND CONCERNS REGARDING THE ABOVE REFERANCED LOCATIONS PLEASE CONTACT THE PERSON LISTED ON EACH DEPARTMENT.

EXHIBIT "B"
VENDOR'S BID PRICE

Vendor Information and Pricing

1. Vendor Name: Unifirst
2. Vendor Address: 515 E. BEECH
3. Telephone Number: 956-686-0218 Fax Number: 956-686-0538
4. E-Mail Address: Carlos_Antunez@Unifirst.com Cell Number: 956-222-7951
5. Contact Person: Carlos Antunez
6. Authorizing Signature: Carlos Antunez
7. **Total Cost:** $ 405.24 **/Week**

HIDALGO COUNTY, TEXAS
Mats, Dust Mops & Shop Rag
BID NO. 2009-022-02-11-YSI

BID PAGE FORM

PRODUCT #1 - FLOOR MATS: Color/Shape/Material - Vendor should provide assorted colors/patterns and shapes (square, oval or rectangle); Non-Slip

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
3'x4'	2	$1.60 /Each	$3.20 /Week
3'x5'	95	$1.70 /Each	$161.50 /Week
3x10'	2	$2.85 /Each	$5.70 /Week
4'x6'	79	$2.12 /Each	$167.48 /Week
*4'x8'	2	$2.90 /Each	$5.80 /Week

***(With Hidalgo County Sheriff's Office Logo)**

PRODUCT #2 - DRY / DUST MOPS: Specify color/material. Handles and Frames should be provided.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
24"	125	$.39 /Each	$48.75 /Week
36"	109	$.50 /Each	$54.50 /Week

PRODUCT #4 - Wipers: Specify color / 100% cotton - 18 x 18

	QUANTITY	UNIT PRICE	TOTAL COST
18 x18	20	$.05 /Each	$1.00 /Week

PRODUCT #5 - Wet Mops: Specify weight and material.

SIZES	QUANTITY	UNIT PRICE	TOTAL COST
32 oz.	17	$.56 /Each	$9.52 /Week

PRODUCT #6: GRID TOWELS: Specify material

QUANTITY	UNIT PRICE	TOTAL COST
18	$.13 /Each	$2.34 /Week

PRODUCT #7: SHOP RAGS: Specify Color / 100% Cotton - 18 x 18

QUANTITY	UNIT PRICE	TOTAL COST
109	$.05 /Each	$5.45 /Week

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/29/2009

PRODUCER 877-945-7378

Willis RRK
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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
UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

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	X	GENERAL LIABILITY	1872006	10/1/2008	10/1/2009	EACH OCCURRENCE $ 1,000,000
		X COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence) $ 1,000,000
		CLAIMS MADE X OCCUR				MED EXP (Any one person) $ 5,000
						PERSONAL & ADV INJURY $ 1,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER				GENERAL AGGREGATE $ 2,000,000
		X POLICY PRO-JECT LOC				PRODUCTS - COMP/OP AGG $ 2,000,000
B	X	AUTOMOBILE LIABILITY	MA 1607799	10/1/2008	10/1/2009	
B	X	X ANY AUTO	AOS 1607798	10/1/2008	10/1/2009	COMBINED SINGLE LIMIT (Ea accident) $ 2,000,000
B	X	ALL OWNED AUTOS	VA 1607800	10/1/2008	10/1/2009	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 $				$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	AOS 4800779	10/1/2008	10/1/2009	X WC STATU-TORY LIMITS OTH-ER
B		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	AOS 4800780	10/1/2008	10/1/2009	E.L. EACH ACCIDENT $ 1,000,000
B		(Mandatory in NH)	MN,NY,WI 4800781	10/1/2008	10/1/2009	E.L. DISEASE - EA EMPLOYEE $ 1,000,000
D		If yes, describe under SPECIAL PROVISIONS below	MA,ME,OH 4801280	10/1/2008	10/1/2009	E.L. DISEASE - POLICY LIMIT $ 1,000,000
E		OTHERWorker's Comp	FL 4800782	10/1/2008	10/1/2009	$1,000,000 EL each accident
E		WC-statutory limits	CA 4800778	10/1/2008	10/1/2009	$1,000,000 EL disease each employee
						$1,000,000 EL disease policy limit

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

Division/Location: 813

See Attached for Additional Workers' Compensation:

CERTIFICATE HOLDER

County of Hidalgo
Attn: Martha L. Salazar
2812 S. Business 281
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Willis **CERTIFICATE OF LIABILITY INSURANCE** Page 2 of 3

DATE 01/29/2009

PRODUCER 877-945-7378

Willis HRH
26 Century Blvd.
P. O. Box 305191
Nashville, TN 372305191

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 UniFirst Corporation and its Subsidiaries
68 Jonspin Road
Wilmington, MA 01887

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: National Union Fire Insurance Company of	19445-001
INSURER B: New Hampshire Insurance Company	23841-004
INSURER C: American International South Insurance Co	40258-001
INSURER D: National Union Fire Insurance Company of	19445-902
INSURER E: Insurance Company of the State of PA	32220-005

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

Worker's Compensation
State of Oregon
Policy #4800783
Policy Period 10/01/2008-10/01/2009
Carrier: Insurance Co. State of Penn
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Worker's Compensation
State of Texas
Policy #4800784
Policy Period 10/01/2008-10/01/2009
Carrier: New Hampshire Ins. Co.
WC- Statutory
EL Each Accident: $1,000,000
EL Disease Each Employee: $1,000,000
EL Disease Policy Limit: $1,000,000

Certificate Holder is Additional Insured for General Liability and Auto Liability as their interest may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

It is understood and agreed that the Company waives its right of subrogation against the Additional Insureds which may arise by reason of a payment of claim under all the policies, if required by written contract.

Additional Insured: County of Hidalgo

IMPORTANT

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

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

DISCLAIMER

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

EXHIBIT "D"
CIQ FORM

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

N/A

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

N/A

_____

Signature of person doing business with the governmental entity

1/30/09

_____

Date

Adopted 06/29/2007

BIDDER/VENDOR APPLICATON

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629,
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Unifirst	Telephone No. (956) 686 -0218
dba Name: Unifirst	
Legal Name: Unifirst Holdings Inc.	
Mailing Address : 515 E. BEECH	Fax No. (956) 686 - 0538
Physical Address: 515 E. BEECH	
City, State, Zip McAllen TX 78501	Tax I.D. No.
Remit to Address :	City, State, Zip
E-Mail Address: Carlos_Antunez@Unifirst.com	
Representative(s) Name(s) & Title(s) Carlos Antunez Service Manager	

Type of Organization (check one): ____ Individual ____ Partnership ✓ Corporation ____ Non-Profit
____ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 74 2866795 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date: _____ Other:

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

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

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☒ No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: ☐ Yes ☒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☒ No

To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☑No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: N/A 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: N/A 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: N/A 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:

CERTIFICATE OF DEBARMENT FORM

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: Carlos Antunez
Print Name: Carlos Antunez
Title: Service Manager
Telephone Number: 956-666-0218
Date: 1-30-09

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

W-9 FORM

Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above
UniFirst Holdings Inc

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☐ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☑ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
515 E. Beech Ave.

Requester's name and address (optional)

City, state, and ZIP code
McAllen, TX 78501

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 2861951

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Julia Huiz, JR Date ▶ 1/8/08

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

4. **Recommending award of bid and approval of contract to lowest bidder meeting all requirements as attached hereto for: "Mats, Dust Mops, & Shop Rags" for Hidalgo County. (RFB 2009-022-02-11 -YSI)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

5. **Presentation for discussion, consideration, and approval of the final negotiated contracts with South Texas Land Investigations and Edwards Abstract (the two (2) firms qualified by CC on 2-9-09) for the "pool" of providers to render: "Title Report Services " on an "as needed basis". Project- RFP NO. 2009-032-01-21-OTM**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

6. **Approval to execute Special Warranty Deed to the State of Texas for the use and benefit of the Department of Health Services in connection with the construction of a substance abuse facility for the County of Hidalgo to be located in Precinct #4 with property's legal description as: (Please see Exhibit A attached - Metes and Bounds)**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

7. **Presentation for discussion, consideration, and approval of a request from "El Milagro Clinic" for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $215,559.00 (Commissioners Court-04107/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.**

   On motion of Commissioner Garza, seconded by Commissioner Handy, the Court made a UNANIMOUS vote of approval.

8. **Presentation for discussion, consideration, and approval of a request from "Community Hopes Project, Inc. d/b/a Hope Family Health Center", for Hidalgo County to accept the "revised" budget which does not exceed the original awarded amount of $174,287.00 (Commissioners Gourt-04/07/08) for: Demonstration Program Primary/Specialty Health Care Services and/or Targeted Case Management.**

   On motion of Commissioner Handy, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

9. **Requesting authorization to purchase through Hidalgo County's membership and participation with TASB/Buyboard (Contract No. 281-07) awarded vendor Philpott Motors the following units as described:**

   A. Pct. #2 Code Enforcement: (Project #09-092-OGG)
   Three (3) New 2009 Ford F-150 4x2 Pick up Trucks; in the amount not to exceed $93,618.00

AI-14080 **23.A.4.**

Mats, Dust Mops, & Shop Rags

CC REGULAR

Date: 02/24/2009
Submitted By: Yvette Islas, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all requirements as attached hereto for: "Mats, Dust Mops, & Shop Rags" for Hidalgo County. (RFB 2009-022-02-11-YSI)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-121-001-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Sanitation Pct. 1 - Available Balance as of 2-20-09 $3,824.40.

FISCAL YEAR: 2009 **ACCT. #:** 9-1202-431-00-122-005-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Pct. 2 Rd Adm-Available Balance as of 2-20-09 $418.40.

FISCAL YEAR: 2009 **ACCT. #:** 9-1203-431-00-123-005-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Pct. 3 P/U Rd-Available Balance as of 2-20-09 $20,400.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1213-452-00-123-008-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Parks Pct. 3-Available Balance as of 2-20-09 $1,980.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-432-00-123-001-0-343
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

Sanitation Pct. 3 - Available Balance as of 2-20-09 $480.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1204-431-00-124-005-0-343

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

BUDGETARY IMPACT:

Pct. 4 Rd Adm-Available Balance as of 2-20-09 $500.00.

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-419-40-220-001-0-343

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

BUDGETARY IMPACT:

buildings and grounds

Attachments

Link: b tab 09.022

Link: p log 09.022

Link: contract 09.022

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Yvette Islas	02/18/2009 09:45 AM	CREATED
1	Purchasing Department	Marty Salazar	02/20/2009 10:40 AM	APRV
2	Budget & Management	Veronica Lopez	02/20/2009 10:48 AM	APRV
3	Ivan Cantu			NEW
4	Auditor's Office			

Form Started By: Yvette Islas Started On: 02/18/2009 09:45 AM

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-412-00-001-001-0-607	92ND DC-HOUSEHOLD & JANITORIAL SUPPLIES	1,070.00	1,070.00	.00	.00	1,070.00	.00
001 92ND DISTRICT COURT		**1,070.00**	**1,070.00**	**0**	**.00**	**1,070.00**	**.00**
0-1100-412-00-002-001-0-607	93RD DC-HOUSEHOLD & JANITORIAL SUPPLIES	500.00	500.00	45.00	.00	455.00	9.00
002 93RD DISTRICT COURT		**500.00**	**500.00**	**45**	**.00**	**455.00**	**9.00**
0-1100-412-00-003-001-0-607	139TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	150.00	150.00	18.00	.00	132.00	12.00
003 139TH DISTRICT COURT		**150.00**	**150.00**	**18**	**.00**	**132.00**	**12.00**
0-1100-412-00-004-001-0-607	206TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	300.00	300.00	.00	.00	300.00	.00
004 206TH DISTRICT COURT		**300.00**	**300.00**	**0**	**.00**	**300.00**	**.00**
0-1100-412-00-005-001-0-607	275TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	100.00	.00	.00	100.00	.00
005 275TH DISTRICT COURT		**100.00**	**100.00**	**0**	**.00**	**100.00**	**.00**
0-1100-412-00-006-001-0-607	332ND DC-HOUSEHOLD & JANITORIAL SUPPLIES	600.00	600.00	.00	.00	600.00	.00
006 332ND DISTRICT COURT		**600.00**	**600.00**	**0**	**.00**	**600.00**	**.00**
0-1100-412-00-008-001-0-607	389TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	365.00	365.00	6.75	.00	358.25	1.85
008 389TH DISTRICT COURT		**365.00**	**365.00**	**6.75**	**.00**	**358.25**	**1.85**
0-1100-412-00-009-001-0-607	398TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	400.00	400.00	85.71	.00	314.29	21.43
0-1100-412-00-009-003-0-607	INDIGENT DEFENSE-HOUSEHOLD & JANITORIAL	75.00	75.00	.00	.00	75.00	.00
009 398TH DISTRICT COURT		**475.00**	**475.00**	**85.71**	**.00**	**389.29**	**18.04**
0-1100-412-00-010-001-0-607	430TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	100.00	.00	.00	100.00	.00
010 430TH DISTRICT COURT		**100.00**	**100.00**	**0**	**.00**	**100.00**	**.00**
0-1100-412-00-011-001-0-607	449TH DC-HOUSEHOLD & JANITORIAL SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
011 449TH DISTRICT COURT		**1,500.00**	**1,500.00**	**0**	**.00**	**1,500.00**	**.00**
0-1100-412-00-022-001-0-607	CCL#2-HOUSEHOLD & JANITORIAL SUPPLIES	750.00	750.00	.00	.00	750.00	.00
022 COUNTY COURT-AT-LAW 2		**750.00**	**750.00**	**0**	**.00**	**750.00**	**.00**
0-1100-412-00-023-001-0-607	PROBATE CRT-HSEHLD & JANITORIAL SUPPL	100.00	100.00	.00	.00	100.00	.00
023 PROBATE COURT		**100.00**	**100.00**	**0**	**.00**	**100.00**	**.00**
0-1100-412-00-025-001-0-607	CCL#5-HSEHLD & JANITORIAL SUPPL	280.00	280.00	.00	.00	280.00	.00
025 COUNTY COURT-AT-LAW 5		**280.00**	**280.00**	**0**	**.00**	**280.00**	**.00**
0-1100-412-00-026-001-0-607	CCL#6-HOUSEHOLD & JANITORIAL SUPPLIES	100.00	100.00	.00	.00	100.00	.00
026 COUNTY COURT-AT-LAW 6		**100.00**	**100.00**	**0**	**.00**	**100.00**	**.00**
0-1100-412-00-032-001-0-607	MASTER CRT II-HOUSEHOLD & JANITORIAL SUP	224.00	224.00	.00	.00	224.00	.00
032 MASTER COURT 2		**224.00**	**224.00**	**0**	**.00**	**224.00**	**.00**
0-1100-412-00-045-001-0-607	AUXILIARY COURT-HSHLD & JANITORIAL SUPPL	75.00	75.00	25.00	.00	50.00	

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-412-00-045-001-0-607	AUXILIARY COURT-HSHLD & JANITORIAL SUPPL						33.33
045 AUXILIARY COURT		**75.00**	**75.00**	**25**	**.00**	**50.00**	**33.33**
0-1100-412-00-062-001-0-607	JP PCT 1/PL 2-HSEHLD & JANITORIAL SUPPL	300.00	300.00	.00	.00	300.00	.00
062 JUSTICE OF THE PEACE, PCT 1, PL 2		**300.00**	**300.00**	**0**	**.00**	**300.00**	**.00**
0-1100-412-00-063-001-0-607	JP PCT 2/PL 1-HSEHLD & JANITORIAL SUPPL	525.00	525.00	.00	.00	525.00	.00
063 JUSTICE OF THE PEACE, PCT 2, PL 1		**525.00**	**525.00**	**0**	**.00**	**525.00**	**.00**
0-1100-412-00-064-001-0-607	JP PCT 2/PL 2-HSEHLD & JANITORIAL SUPPL	600.00	600.00	.00	.00	600.00	.00
064 JUSTICE OF THE PEACE, PCT 2, PL 2		**600.00**	**600.00**	**0**	**.00**	**600.00**	**.00**
0-1100-412-00-066-001-0-607	JP PCT 3/PL 2-HSEHLD & JANITORIAL SUPPL	374.00	374.00	.00	.00	374.00	.00
066 JUSTICE OF THE PEACE, PCT 3, PL 2		**374.00**	**374.00**	**0**	**.00**	**374.00**	**.00**
0-1100-412-00-069-001-0-607	JP PCT 5/PL 1-HSEHLD & JANITORIAL SUPPL	37.00	37.00	.00	.00	37.00	.00
069 JUSTICE OF THE PEACE, PCT 5, PL 1		**37.00**	**37.00**	**0**	**.00**	**37.00**	**.00**
0-1100-412-00-080-002-0-607	CRIM DA-HSEHLD & JANITORIAL SUPPL	262.00	262.00	.00	.00	262.00	.00
080 CRIMINAL DISTRICT ATTORNEY		**262.00**	**262.00**	**0**	**.00**	**262.00**	**.00**
0-1100-412-00-090-001-0-607	DIST CLERK-HSEHLD & JANITORIAL SUPPL	250.00	250.00	.00	.00	250.00	.00
090 DISTRICT CLERK		**250.00**	**250.00**	**0**	**.00**	**250.00**	**.00**
0-1100-412-20-080-001-0-607	GRAND JURY-HOUSEHOLD & JANITORIAL SUPPLI	193.00	193.00	10.00	.00	183.00	5.18
080 CRIMINAL DISTRICT ATTORNEY		**193.00**	**193.00**	**10**	**.00**	**183.00**	**5.18**
0-1100-412-30-085-003-0-607	PUBLIC DEFENDER-HSEHLD & JANITORIAL SUPP	120.00	120.00	.00	.00	120.00	.00
085 PUBLIC DEFENDER		**120.00**	**120.00**	**0**	**.00**	**120.00**	**.00**
0-1100-413-00-110-006-0-607	CO JUDGE-HSEHLD & JANITORIAL SUPPL	150.00	150.00	.00	.00	150.00	.00
110 COUNTY JUDGE		**150.00**	**150.00**	**0**	**.00**	**150.00**	**.00**
0-1100-414-00-130-001-0-607	ELECTIONS DEPT-HSEHLD & JANITORIAL SUPPL	1,500.00	1,500.00	.00	.00	1,500.00	.00
130 ELECTIONS		**1,500.00**	**1,500.00**	**0**	**.00**	**1,500.00**	**.00**
0-1100-415-00-200-001-0-607	INFO TECH DEPT-HSEHLD & JANITORIAL SUPPL	435.00	435.00	78.75	.00	356.25	18.10
200 INFORMATION TECHNOLOGY		**435.00**	**435.00**	**78.75**	**.00**	**356.25**	**18.10**
0-1100-415-14-115-001-0-607	DBM-BUDGET DIV-HSEHLD & JANITORIAL SUPPL	37.00	37.00	.00	.00	37.00	.00
115 BUDGET AND MANAGEMENT		**37.00**	**37.00**	**0**	**.00**	**37.00**	**.00**
0-1100-415-15-140-001-0-607	TAX OFF-HSEHLD & JANITORIAL SUPPL	150.00	150.00	.00	.00	150.00	.00
140 TAX ASSESSOR-COLLECTOR		**150.00**	**150.00**	**0**	**.00**	**150.00**	**.00**
0-1100-415-16-150-001-0-607	CO TREASURER-HSEHLD & JANITORIAL SUPPL	16.00	16.00	.00	.00	16.00	.00

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
150 COUNTY TREASURER		**16.00**	**16.00**	**0**	**.00**	**16.00**	**.00**
0-1100-415-21-170-001-0-607	CO AUDITOR-HOUSEHOLD & JANITORIAL SUPPLI	75.00	75.00	.00	.00	75.00	.00
170 COUNTY AUDITOR		**75.00**	**75.00**	**0**	**.00**	**75.00**	**.00**
0-1100-415-40-180-001-0-607	CO CLERK-HSEHLD & JANITORIAL SUPPLIES	600.00	600.00	.00	.00	600.00	.00
180 COUNTY CLERK		**600.00**	**600.00**	**0**	**.00**	**600.00**	**.00**
0-1100-415-50-190-002-0-607	HUMAN RESOURCES-HSEHLD & JANITORIAL SUPP	675.00	675.00	.00	.00	675.00	.00
190 HUMAN RESOURCES/CIVIL SERVICE		**675.00**	**675.00**	**0**	**.00**	**675.00**	**.00**
0-1100-419-10-210-001-0-607	PLANNING DEPT-HOUSEHOLD & JANITORIAL SUP	100.00	100.00	99.00	.00	1.00	99.00
210 PLANNING		**100.00**	**100.00**	**99**	**.00**	**1.00**	**99.00**
0-1100-419-40-220-001-0-607	FACILITIES MGMT-HSEHLD & JANITORIAL SUPP	136,500.00	136,500.00	50,051.48	.00	86,448.52	36.67
220 FACILITIES MANAGEMENT		**136,500.00**	**136,500.00**	**50051.48**	**.00**	**86,448.52**	**36.67**
0-1100-421-00-115-027-0-607	TX DPS-HSEHLD & JANITORIAL SUPPL	375.00	375.00	.00	.00	375.00	.00
115 BUDGET AND MANAGEMENT		**375.00**	**375.00**	**0**	**.00**	**375.00**	**.00**
0-1100-421-00-280-001-0-607	SHERIFF-HSEHLD & JANITORIAL SUPPL	14,737.00	14,737.00	500.00	.00	14,237.00	3.39
280 SHERIFF		**14,737.00**	**14,737.00**	**500**	**.00**	**14,237.00**	**3.39**
0-1100-421-00-292-001-0-607	CONSTABLE PCT.2-HSEHLD & JANITORIAL SUPP	225.00	225.00	.00	.00	225.00	.00
292 CONSTABLE, PRECINCT 2		**225.00**	**225.00**	**0**	**.00**	**225.00**	**.00**
0-1100-421-00-294-001-0-607	CONSTABLE PCT.4-HSEHLD & JANITORIAL SUPP	225.00	225.00	.00	.00	225.00	.00
294 CONSTABLE, PRECINCT 4		**225.00**	**225.00**	**0**	**.00**	**225.00**	**.00**
0-1100-422-10-300-001-0-607	EMERG SRVS-FM-HSEHLD & JANITORIAL SUPPL	637.00	637.00	.00	.00	637.00	.00
300 EMERGENCY SERVICES		**637.00**	**637.00**	**0**	**.00**	**637.00**	**.00**
0-1100-423-21-280-002-0-607	JAIL-HSEHLD & JANITORIAL SUPPL	275,250.00	275,250.00	14,192.85	.00	261,057.15	5.16
280 SHERIFF		**275,250.00**	**275,250.00**	**14192.85**	**.00**	**261,057.15**	**5.16**
0-1100-423-32-330-001-0-607	JUV DET HM-HSEHLD & JANITORIAL SUPPL	19,725.00	25,000.00	999.00	.00	24,001.00	4.00
330 JUVENILE PROBATION		**19,725.00**	**25,000.00**	**999**	**.00**	**24,001.00**	**4.00**
0-1100-429-00-300-023-0-607	EMERG SRVS-EM-HSEHLD & JANITORIAL SUPP	300.00	300.00	.00	.00	300.00	.00
300 EMERGENCY SERVICES		**300.00**	**300.00**	**0**	**.00**	**300.00**	**.00**
0-1100-432-00-121-001-0-607	PCT1 SANITATION-HSEHLD & JANITORIAL SUPP	487.00	487.00	226.42	.00	260.58	46.49
121 COMMISSIONER, PRECINCT 1		**487.00**	**487.00**	**226.42**	**.00**	**260.58**	**46.49**
0-1100-432-00-122-001-0-607	PCT2 SANITATION-HSEHLD & JANITORIAL SUPP	150.00	150.00	.00	.00	150.00	.00
122 COMMISSIONER, PRECINCT 2		**150.00**	**150.00**	**0**	**.00**	**150.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
0-1100-432-00-123-001-0-607	PCT3 SANITATION-HSEHLD & JANITORIAL SUPP	915.00	915.00	.00	.00	915.00	.00
123 COMMISSIONER, PRECINCT 3		**915.00**	**915.00**	**0**	**.00**	**915.00**	**.00**
0-1100-432-00-124-001-0-607	PCT4 SANITATION-HSEHLD & JANITORIAL SUPP	450.00	450.00	25.00	.00	425.00	5.56
124 COMMISSIONER, PRECINCT 4		**450.00**	**450.00**	**25**	**.00**	**425.00**	**5.56**
0-1100-441-00-340-001-0-607	HEALTH ADM-HSEHLD & JANITORIAL SUPPL	4,500.00	4,500.00	.00	.00	4,500.00	.00
0-1100-441-00-340-003-0-607	HEALTH CLINICS-HSEHLD & JANITORIAL SUPPL	2,700.00	2,700.00	500.00	.00	2,200.00	18.52
340 HEALTH & HUMAN SERVICES		**7,200.00**	**7,200.00**	**500**	**.00**	**6,700.00**	**6.94**
0-1100-444-00-240-001-0-607	HUMAN SERVICES-HSEHLD & JANITORIAL SUPPL	400.00	400.00	.00	.00	400.00	.00
240 HUMAN SERVICES		**400.00**	**400.00**	**0**	**.00**	**400.00**	**.00**
0-1100-444-00-370-001-0-607	VETERAN'S SRV-HSEHLD & JANITORIAL SUPPL	224.00	224.00	.00	.00	224.00	.00
370 VETERANS SERVICES		**224.00**	**224.00**	**0**	**.00**	**224.00**	**.00**
0-1100-461-00-380-001-0-607	TX AGRILIFE EXT-HSEHLD & JANITORIAL SUPP	1,125.00	1,125.00	.00	.00	1,125.00	.00
380 TEXAS AGRILIFE EXTENSION		**1,125.00**	**1,125.00**	**0**	**.00**	**1,125.00**	**.00**
0-1100-466-00-122-018-0-607	PCT2 CRC-HSEHLD & JANITORIAL SUPPL	938.00	938.00	.00	.00	938.00	.00
0-1100-466-00-122-082-0-607	PCT2 CRC (S.TOWER)-HSEHLD & JANITORIAL	750.00	750.00	365.14	.00	384.86	48.69
122 COMMISSIONER, PRECINCT 2		**1,688.00**	**1,688.00**	**365.14**	**.00**	**1,322.86**	**21.63**
1100 GENERAL FUND		**473,701.00**	**478,976.00**	**67,228.10**	**.00**	**411,747.90**	**14.04**
1200 R&B COUNTYWIDE							
0-1200-431-00-122-004-0-607	CO SHOP-HSEHLD & JANITORIAL SUPPL	1,000.00	1,000.00	.00	.00	1,000.00	.00
122 COMMISSIONER, PRECINCT 2		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**
0-1200-431-00-260-001-0-607	R-O-W DEPT-HSEHLD & JANITORIAL SUPPL	1,500.00	1,500.00	.00	.00	1,500.00	.00
260 RIGHT OF WAY		**1,500.00**	**1,500.00**	**0**	**.00**	**1,500.00**	**.00**
1200 R&B COUNTYWIDE		**2,500.00**	**2,500.00**	**.00**	**.00**	**2,500.00**	**.00**
1201 R&B PRECINCT 1							
0-1201-431-00-121-004-0-607	PCT1 RD ADM-HSEHLD & JANITORIAL SUPPL	150.00	400.00	100.00	.00	300.00	25.00
0-1201-431-00-121-005-0-607	PCT1 P/U RD-HSEHLD & JANITORIAL SUPPL	1,500.00	1,500.00	200.00	.00	1,300.00	13.33
121 COMMISSIONER, PRECINCT 1		**1,650.00**	**1,900.00**	**300**	**.00**	**1,600.00**	**15.79**
1201 R&B PRECINCT 1		**1,650.00**	**1,900.00**	**300.00**	**.00**	**1,600.00**	**15.79**
1202 R&B PRECINCT 2							
0-1202-431-00-122-005-0-607	PCT2 RD ADM-HSEHLD & JANITORIAL SUPPL	800.00	800.00	.00	.00	800.00	.00
0-1202-431-00-122-006-0-607	PCT2 P/U RD-HSEHLD & JANITORIAL SUPPL	1,000.00	1,000.00	.00	.00	1,000.00	.00
122 COMMISSIONER, PRECINCT 2		**1,800.00**	**1,800.00**	**0**	**.00**	**1,800.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1202 R&B PRECINCT 2							
1202 R&B PRECINCT 2		**1,800.00**	**1,800.00**	**.00**	**.00**	**1,800.00**	**.00**
1203 R&B PRECINCT 3							
0-1203-431-00-123-004-0-607	PCT3 RD ADM-HSEHLD & JANITORIAL SUPPL	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1203-431-00-123-005-0-607	PCT3 P/U RD-HSEHLD & JANITORIAL SUPPL	2,500.00	2,500.00	.00	.00	2,500.00	.00
123 COMMISSIONER, PRECINCT 3		**4,500.00**	**4,500.00**	**0**	**.00**	**4,500.00**	**.00**
1203 R&B PRECINCT 3		**4,500.00**	**4,500.00**	**.00**	**.00**	**4,500.00**	**.00**
1204 R&B PRECINCT 4							
0-1204-431-00-124-005-0-607	PCT4 RD ADM-HSEHLD & JANITORIAL SUPPL	1,000.00	1,000.00	50.00	.00	950.00	5.00
0-1204-431-00-124-007-0-607	PCT4 P/U RD-HSEHLD & JANITORIAL SUPPL	600.00	600.00	75.00	.00	525.00	12.50
124 COMMISSIONER, PRECINCT 4		**1,600.00**	**1,600.00**	**125**	**.00**	**1,475.00**	**7.81**
1204 R&B PRECINCT 4		**1,600.00**	**1,600.00**	**125.00**	**.00**	**1,475.00**	**7.81**
1211 PARKS PRECINCT 1							
0-1211-452-00-121-013-0-607	PCT1 PARKS-HSEHLD & JANITORIAL SUPPL	1,500.00	1,500.00	200.00	.00	1,300.00	13.33
121 COMMISSIONER, PRECINCT 1		**1,500.00**	**1,500.00**	**200**	**.00**	**1,300.00**	**13.33**
1211 PARKS PRECINCT 1		**1,500.00**	**1,500.00**	**200.00**	**.00**	**1,300.00**	**13.33**
1212 PARKS PRECINCT 2							
0-1212-452-00-122-008-0-607	PCT2 PARKS-HSEHLD & JANITORIAL SUPPL	3,000.00	3,000.00	706.62	.00	2,293.38	23.55
122 COMMISSIONER, PRECINCT 2		**3,000.00**	**3,000.00**	**706.62**	**.00**	**2,293.38**	**23.55**
1212 PARKS PRECINCT 2		**3,000.00**	**3,000.00**	**706.62**	**.00**	**2,293.38**	**23.55**
1213 PARKS PRECINCT 3							
0-1213-452-00-123-008-0-607	PCT3 PARKS-HSEHLD & JANITORIAL SUPPL	7,911.00	7,911.00	636.90	.00	7,274.10	8.05
123 COMMISSIONER, PRECINCT 3		**7,911.00**	**7,911.00**	**636.9**	**.00**	**7,274.10**	**8.05**
1213 PARKS PRECINCT 3		**7,911.00**	**7,911.00**	**636.90**	**.00**	**7,274.10**	**8.05**
1214 PARKS PRECINCT 4							
0-1214-452-00-124-009-0-607	PCT4 PARKS-HSEHLD & JANITORIAL SUPPL	1,000.00	1,000.00	.00	.00	1,000.00	.00
124 COMMISSIONER, PRECINCT 4		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**
1214 PARKS PRECINCT 4		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1247 LAW LIBRARY							
0-1247-412-50-100-001-0-607	LAW LIBRARY-HOUSEHOLD & JANITORIAL SUPPL	50.00	50.00	.00	.00	50.00	.00
100 LAW LIBRARY		**50.00**	**50.00**	**0**	**.00**	**50.00**	**.00**
1247 LAW LIBRARY		**50.00**	**50.00**	**.00**	**.00**	**50.00**	**.00**
1292 WIC							
0-1292-441-00-350-001-0-607	WIC ADM-HSEHLD & JANITORIAL SUPPL	.00	.00	200.00	.00	-200.00	.00
350 WIC		**.00**	**.00**	**200**	**.00**	**-200.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1292 WIC							
1292 WIC		**.00**	**.00**	**200.00**	**.00**	**-200.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
0-1295-423-00-330-028-0-607	WESL B/C-HSEHLD & JANITORIAL SUPPL	15,000.00	15,000.00	7,521.21	.00	7,478.79	50.14
330 JUVENILE PROBATION		**15,000.00**	**15,000.00**	**7521.21**	**.00**	**7,478.79**	**50.14**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**15,000.00**	**15,000.00**	**7,521.21**	**.00**	**7,478.79**	**50.14**
1297 ADULT PROBATION							
0-1297-423-00-320-020-0-607	SATF-HSEHLD & JANITORIAL SUPPL	.00	.00	1,588.45	.00	-1,588.45	.00
320 ADULT PROBATION		**.00**	**.00**	**1588.45**	**.00**	**-1,588.45**	**.00**
1297 ADULT PROBATION		**.00**	**.00**	**1,588.45**	**.00**	**-1,588.45**	**.00**
0 YEAR 0		**514,212.00**	**519,737.00**	**78,506.28**	**.00**	**441,230.72**	**15.11**

AI-19425 **22.A.7.**

BCAP - Pct 2- Round III - Road & Drainage Construction for Morning Sun Award Recommendation

CC REGULAR

Date:	01/19/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Agapito Vargas
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Recommendation by project engineer R. Gutierrez Engineering Corp. to award bid to the lowest bidder meeting all specifications: OG Construction Co., LLC in the amount of $78,145.00 for Road & Drainage Construction for Morning Sun Subdivision-Bid No. CAP-09-212-12-09-YSI

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:
available balance in:

733 - $29,755.00
841 - $67,010.59

Attachments

Link: b tab sheet morning sun

Link: eng recomnd

Link: c brdown m sun

Link: award letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 02:03 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:50 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 02:20 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yvette Islas Started On: 01/13/2010 04:36 PM

Final Approval Date: 01/15/2010

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 1 - BORDER COLONIA ACCESS PROGRAM

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

DESCRIPTION OF BID: "ROAD & DRAINAGE CONSTRUCTION FOR MORNING SUN SUBDIVISION"

BID NO: CAP-2009-212-12-09-YSI

RFB NO.	NAME OF COMPANY	TOTAL BID AMOUNT FOR ROAD & DRAINAGE CONSTRUCTION	Bid Bond/ Cashier's Check
1.	Sascon Inc.	$83,403.40	Bid Bond Included
2.	OG Construction Co., LLC	$78,145.00	Bid Bond Included
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

R. Gutierrez Engineering Corporation

December 14, 2009

Agapito Vargas
Border Colonia Access Roads Program Coordinator
301 E. State Street
Pharr, TX 78577

RE: Recommendation for Award – Morning Sun Subdivision
Project No: ENG05.012q

Dear Mr. Vargas:

On Wednesday, December 9, 2009, at 9:30 a.m. in the Hidalgo County Purchasing Department Conference Room, bids were opened and read aloud for the above project. Two (2) bids were received for this project. The low responsive bid was for **$78,145.00**.

Attached is a copy of the Plan Holders List, Bid Proposal Forms, and Bid Tabulation Form. We have reviewed the bid submitted and are recommending award of the contract to the lowest responsive bidder being **OG Construction Company, LLC** from Edinburg, Texas, in the amount of **$78,145.00**.

We are recommending award of this bid. If you require our assistance please do not hesitate to call us. We are ready to assist you in making this project a success. You can call me at 956-782-2557 or on my mobile at 956-227-2154.

Sincerely,

Ramiro Gutierrez, P.E.
President

Attach

cc: Commissioner Palacios (Cover Letter Only)
Project Files

130 E. Park – Pharr, TX 78577 – Tel: 956-782-2557 – Fax: 956-782-2558 – E-mail: rgutierrez@rgutierrezengineering.com

Morning Sun Subdivision
CSJ: 2C1080484
Cost Breakdown
Precinct 2

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid
	ROADWAY				
110	Excavation (Roadway)	1816	CY	$2.00	$3,632.00
132	Embankment (Rdwy) (Dens. Cont.) (Ty C)	230	CY	$8.00	$1,840.00
164	Cell Fiber Seeding (Temp) (Warm)	1033	SY	$2.00	$2,066.00
164	Cell Fiber Seeding (Temp) (Cool)	1033	SY	$1.50	$1,549.50
164	Cell Fiber Mulch Seed (Perm) (Urban) (Clay)	2066	SY	$1.00	$2,066.00
247	Flex Base (RD DEL) TY "E" GR4	862	CY	$31.75	$27,368.50
310	Prime Coat (MC-30)	844	GAL	$8.00	$6,752.00
502	Barricades, Signs and Traffic Handling	2	LS	$700.00	$1,400.00
506	Construction Exits (Ty II) (Install)	84	SY	$8.00	$672.00
506	Construction Exits (Ty II) (Remove)	84	SY	$4.00	$336.00
506	Temp Sedmt Cont Fence (Install)	96	LF	$3.00	$288.00
644	Small Rdsd Sgn Assm (Ty A)	2	EA	$210.00	$420.00
	SubTotal Base Bid				**$48,390.00**
	DRAINAGE				
529	Concrete Curb & Gutter (Ty "A") (Barrier)	2735	SY	$7.00	$19,145.00
529	6" Concrete Valley Gutter	70	LF	$32.00	$2,240.00
530	Driveways (Concrete)	279	SY	$30.00	$8,370.00
	SubTotal Drainage				**$29,755.00**
	GrandTotal Roadwork Base Bid and Drainage				**$78,145.00**

Roadwork Allocation:	$ 58,397.91	Drainage Allocation:	$ 29,255.69
Possible 25% Transfer In Other Projects:	$ 9,340.29	Transfer In: Rnd II Contingency	$ 13,314.31
Contingency Transfer In:	$ -	Total Allocation and Transfer	$42,570.00
Total Allocation, 25% Transfer and Contingency Transfer	$ 67,738.20	Drainage Cost:	$29,755.00
Low Base Bid Roadwork	$48,390.00	Overrun/Underrun	$12,815.00
Overrun/Underrun	$19,348.20		

Work by County Forces

Bid Item No.	Item Description	Quantity	Unit	Unit Price	Amount Bid

Morning Sun Subdivision
CSJ: 2C1080484
Cost Breakdown
Precinct 2

	ROADWAY				
340	Asph Conc ACP Surface (TY "D") (1.5") ***County Forces**	396	TON	$45.45	$17,998.20
560	Mailboxes (Single) ***County Forces**	27	EA	$50.00	$1,350.00
	SubTotal Base Bid →				**$19,348.20**
				Underrun Balance:	$10,007.91
				Balance: $	(9,340.29)

	DRAINAGE				
464	RCP (CL III) (18") ***County Forces**	780	LF	$10.80	$8,424.00
465	Inlet (Type "C") (3X3 Grate) ***County Forces**	2	EA	$690.00	$1,380.00
465	Storm Sewer Manhole ***County Forces**	1	EA	$825.00	$825.00
467	Safety End Treatment (Pre-Cast) (Ty II) (18") RCP) (1:6) ***CF**	2	EA	$465.00	$930.00
					$11,559.00
					($499.31)
				Additional Funds Needed:	**($12,058.31)**

COLONIA ACCESS PROGRAM
County of Hidalgo

Agapito Vargas, Jr.
Executive Director

14 January 2010

Sharon Slagle, Colonia Project Manager
Texas Department of Transportation
600 West Expressway 83
Pharr, TX 78577

Re: Bid Award Number CAP-2009-212-12-09-YSI 3rd Call Projects; Morning Sun
CSJ: 3C1080484

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

R. Gutierrez Engineering, Inc. has reviewed bids and tabulations and is recommending O.G. Construction Co., LLC of Edinburg, Texas as the low bidder for the above-referenced project. The amount budgeted for Morning Sun Subdivision is $35,340.00 for drainage work and $70,200.00 for road work for a grand total of $105,540.00. Based on the low bid amounts, the County does not anticipate any overruns for the contracted part of the project. The County will use force account to construct part of the drainage project (everything other than curb and gutter and concrete driveways) and pave the road. The County might transfers funds if there is a need.

The award will be to the low bidder O.G. Construction Co, Inc. with a low bid amount of $78,145.00 for Morning Sun subdivision. The bids received were as follows:

Contractor	Read Total	Correct Total
OG Construction	$78,145.00	$78,145.00
Sascon, Inc.	$83,403.40	$83,403.40

Office: (956) 787-1891 • Fax: (956) 787-4683
301 E. State • Pharr, Texas 78577
Equal Opportunity Employer

Commissioner Hector "Tito" Palacios 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 Hector "Tito" Palacios, Hidalgo County Precinct 2 (Ltr Copy Only)
Valde Guerra, Commissioner's Court Executive Officer (email)
Humberto Garza, Chief Administrator Precinct 2 (email)
Eralio Palacios, Precinct 2 BCAP Coordinator (email)
Katia Garcia, Grant Accountant I (email)
Yvette Islas, HCCAP Buyer II (email)
Project files

AI-19345 **22.A.8.**

Requesting Approval of 1 Year Extensions for "Traffic Road Signs & Miscellaneous Equipment-Hidalgo County"

CC REGULAR

Date:	01/19/2010
Submitted By:	Yvette Islas, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department

Information

CAPTION

Requesting approval for Hidalgo County to exercise the one (1) year renewal/extension option as provided in the current contracts for “Traffic Road Signs & Miscellaneous Equipment – Hidalgo County” under the same rates, terms and conditions effective February 21, 2010 to February 20, 2011 with:
a. Delta Specialties & Supplies (C-08-338-02-09)
b. Custom Products Corporation (C-08-338A-02-09)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 ACCT. #: obj. 613 & 619 Co. Wide

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

BUDGETARY IMPACT:

Services are on an "as needed basis". Possible funding source obj. codes are 613 "Safety Supplies" & 619 "Other R & M Supplies".

Please refer to attached expense report for funding availability as of 1-14-10.

Attachments

Link: delta specialties renewal 2010

Link: custom products co renewal 2010

Link: Expense Report as of 1-14-10

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 02:03 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:31 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/14/2010 02:49 PM	APRV
4	Ivan Cantu	Ivan Cantu	01/14/2010 03:31 PM	APRV
5	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yvette Islas

Started On: 01/08/2010 04:02 PM

Final Approval Date: 01/15/2010

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 6, 2010

Delta Specialties and Supplies
Attn: Mr. Martin Pena
RR 1 Box 276
Edinburg, Texas 78539

Re: C-08-338-02-09
Traffic Road Sings & Miscellaneous Equipment-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 19, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 12,2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: Martin Pena Date: 1-7-10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department
auditors

ACORD CERTIFICATE OF LIABILITY INSURANCE

Cert ID 61579

DATE (MM/DD/YYYY) 9/28/2009

PRODUCER
HYLANT GROUP, INC.
P.O. BOX 10660
JACKSONVILLE FL 32247-0660
(866) 972-7378 (800) 455-9611

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
Martin And Margarita Pena Dba Delta Specialties, Sig
10205 E STATE HIGHWAY 107
EDINBURG TX 78542

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MARYLAND CASUALTY COMPANY	19356
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	A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE: X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	PAS038483617	7/9/2009	7/9/2010	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 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTO PHYSICAL DAMAGE LIMIT $50,000	PAS038483617	7/9/2009	7/9/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	A	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	PAS038483617	7/9/2009	7/9/2010	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC038670213	7/9/2009	7/9/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY SUBJECT TO THE POLICY TERMS AND CONDITIONS BY THIS POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E. CANO
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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REQUIREMENTS AGREEMENT
C-08-338-02-09

THIS AGREEMENT (the "Agreement") is entered into effective as of February 20, 2009 by and between **Martin & Margarita Pena dba Delta Specialties and Supplies,** (primary vendor) **an Individual** ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this

Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Delta Specialties
Attention: Martin Pena
RR1 Box 276
Edinburg, Texas 78539

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular

shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, FEBRUARY 09th, 2009.

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: 2/19/09

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Date: _____

Delta Specialties & Supplies

By: _____

Printed Name: MARTIN PEÑA

Title: Owner

Date: 2-20-09

APPROVED AS TO FORM:

By: _____

Antonio Mendoza

Date: 2-13-09

EXHIBIT "A"
SPECIFICATIONS

Bid No: 08-338-12-03-ysi	Buyer: Yvette Islas	Tel. No.: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"

DECEMBER 03, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281, New Administration Building
Edinburg, Texas 78539

956/318-2626

Form HCPD-05

LEGAL NOTICE

Bid No: 08-338-12-03-ysi

1. Sealed bids will be received for **HIDALGO COUNTY – "TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth, Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of 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, **"BID-- HIDALGO COUNTY – TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, 2802 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, DECEMBER 03, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of

Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any

awards. Tax exemption certificates will be furnished upon request. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.

. If you need additional information, contact information will be provided upon contract award

16. BILLING AND PAYMENT INSTRUCTIONS:

. All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation-**"HIDALGO COUNTY- TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery. The following documentation must be included:

a) Certificate of Origin (signed Title, if used vehicle purchase)
b) Application For Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

. Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

. Contact person for Billing and Payment questions:

Hidalgo County Purchasing Department
2812 South Highway Business 281
Edinburg, Texas 78541
(956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 A.M.	**December 03 , 2008**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2008**
Projected Commence Work or Deliver Products	**_____, 2008**

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or

employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

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

23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY DEPARTMENT
"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"
Bid No: 08-338-12-03-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03BYSI
EXHIBIT "A"
SPECIFICATIONS

SCOPE - REQUIREMENTS - INFORMATION TO BIDDERS

Scope:
The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

Terms Conditions & Requirements:
1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or multiple vendors.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

7. Term of contract is for one (1) year period with County=s option to extend the contract for an additional one (1) year under the same rates terms and conditions.

8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

9. BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

10. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the ASecondary Vendor@. Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit AA@ and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates,terms and conditions.

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"							
4 Way							
12" x 6"							
24" x 18"							
A/C And Refrigeration							
18" x 24"							
All Way							
18" x 6"							
Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
Bridge Out							
30" x 30"							
Brush Area							
18" x 24"							
Cable/ Utility Warning Signs							
9" x 3"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 2@							
12" x 9"							
Caution							
18" x 24"							
30" x 30"							
Children At Play							
24" x 30"							
18" x 24"							
Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
Construction Zone Warning Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Roll-up Mesh Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Construction Zone Signs & Supplemental Signs							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
30' x 30'							
48" x 18"							
48" x 24"							
48" x 30"							
Custom Message							
12" x 18"							
18" x 24"							
9" x 30"							
36" x 36"							
Dead End							
30" x 30"							
24" x 24"							
Detour							
30" x 24"							
Dip							
30" x 30"							
36" x 36"							
Double Arrow							
48" x 24"							
Fluorescent Yellow Green Safety							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Fresh Oil							
24" x 24"							
Handicap unlimited wording & symbols							
12" x 6"							
12" x 9"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
Handicap X-ing							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
Handicap Stencil							
36' x 36'							
Arrow Sign							
21" x 12" pointing down right or left							
Ice on Bridge							
30" x 30"							
Interlocal/ Project Signs							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
Office & Shop Signs							
Keep Back 25 Feet							
12" x 9"							
Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
Mattress							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"							
Metal Area							
18" x 24"							
Mowers Ahead							
36" x 36"							
48" x 48"							
Narrow Bridge							
24" x 24"							
30" x 30"							
Neighborhood Watch							
18" x 24"							
No Dumping							
60" x 30"							
18" x 24"							
Pavement Ends							
30" x 30"							
Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
Right to Left Marker							
12" x 36"							
18" x 24"							
Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"							
30" x 48"							
36" x 36"							
Road Construction Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
Road Machinery Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
School Ped X-ing							
30" x 30"							
School Zone Signs							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
Signs & Blanks							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"							
Single Arrow							
30" x 36"							
48" x 24"							
Single Arrow Left/Right							
30" x 36"							
48" x 24"							
Slow							
30" x 30"							
24" x 24"							
Slow For Children							
24" x 30"							
18" x 24"							
Specialties Signs							
6" x 12"							
18" x 24"							
30" x 24"							
12" x 18"							
48" x 24"							
4" x 8"							
30" x 36"							
24" x 24"							
4" x 4"							
12" x 18"							
2" x 16"							
12" x 9"							
30"x 30"							
24" x 36"							
36" x 12"							
48" x 48"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)							
24" x 30" 10-40 MPH (depending on specs)							
Stop Ahead							
24" x 24"							
30" x 30"							
36" x 36"							
Stop Signs							
30" x 30"							
24" x 24"							
36" x 36"							
18" x 18"							
48" x 48"							
Stop Stencil							
36" x 36"							
Street Name Signs							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							
Supplemental Plaques							
12" x 6"							
AT@ Intersection							
24" x 24"							
30" x 30"							
Tire Area							
18" 24"							
Traffic Signs							
9" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
Trash Area							
18" x 24"							
Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
Type III							
10" Type III							
Warning Signs							
24" x 24"							
30" x 30"							
36" x 36"							
24" x 18"							
48" x 48"							
9" x 12"							
18" x 12"							
24" x 30"							
24" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
48" x 24"							
Water on Bridge							
48" x 48"							
30" x 30"							
Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
Y Intersection							
30" x 30"							
Your Trash Must Be Secure At All Times							
18" x 24"							
3" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
4" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap for 1 3/4 Sq Post for Flat Assy							
90E Bracket for 4 Way Assembly							
45E/ 180E Bracket for 4 Way Assembly							
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame							
8' Type III Orange or							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
Red/White Type A & C							
96" x 8" Reflective 1" Thick Orange/White							
Type I and II							
End of Road 8'/ 10' & 12'							
Barrel Tape							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll							
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.							
8" x 100 yd.							
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Post Driver							
Jiggle Bars 6" x 34"							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
Cross Brackets 2" & 3"							
Round Post Brackets 2" & 3"							
Industrial Grade Mil Barrier Tape							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Temporary Barrier Fence							
Quick Fence Safety System							
U Post Brackets 2" & 3"							
1/4" Screws for Brackets (Blade Holders)							
3" Post Caps							
Chevrons 18" x 24"							
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 2@ x 16" Decals							
Post Domes							
Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
Gal. 5 gal. Expoxy Kit							
One gal. Kit							
Quick Sticks							
Locknuts							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Object Markers Reflective							
12" x 36"							
10" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" x 24"							
6' Delineator Posts (Flexible)							
18" Double Faced Hand Paddles							
Quad Stands for Roll Up Mesh Sign							
Round Plastic Reflector- Red							
33" x 3" Reflective Keep Back 500 Feet							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
Rectangular Reflectors 3" x 8" Type A & C							
Safety Flags- Fluorescent w/ Stiffener							
16" x 16"							
18" x 18"							
Safety Splice U Channel Sign Post System							
8" x 10" Upright Sign Post							
Stub Post & Hardware							
Sign Assembly Hardware							
U Channel							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Sq. Post							
Screw Set							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
U Channels							
12" x 3" Heavy Gauge							
U Post							
U Shape Green Galvanized 10 ft. ., 12 Ft.							
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
Temporary Barrier Fencing Roll							
48" Handicap Stencil							
24" x 24" Binder Signs (Folding Signs)							
Barricade Lights Flashers							
Plastic Delineators (Stand Alone)							
24" Safety Flags							
Tape Caution Buried Electrical Lines							
30" x 30" Roll Up Mesh Stop/ Slow Paddle							
Barricade Lights							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
9' Speed Bump – Yellow & Black (plastic)							
Epoxy Pads							
8' x 4' MDO Specialty Sign							
24" x 24" Barricade Marker							
6" x 50 yds Roll of E/E Vinyl							
6" x 50 yds Roll of H.I.P Vinyl							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle- 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
4 Way							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
24" x 18"	14.78	18.50	27.95		9.34	15.00	23.00
A/C And Refrigeration							
18" x 24"	14.78	18.50	27.95		9.34	15.00	23.00
All Way							
18" x 6"	5.30	8.75	11.25		4.25	7.25	10.00
Arrow Signs							
48" x 24"	32.00	42.00	65.50		20.00	35.00	45.00
20" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
15" x 8"	7.18	12.46	16.57		5.00	10.00	14.00
Bridge Closed							
36"x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	64.00	82.00	125.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
48" x 30"	45.00	56.00	88.00		25.00	32.00	52.00
Bridge Out							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Brush Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Cable/ Utility Warning Signs							
9" x 3"	5.50	7.54	12.95		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	7.50	—	—		4.10	5.61	7.00
12" x 9"	6.25	9.25	12.00		4.10	5.61	7.00
Caution							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Children At Play							
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Curve: Right or Left Curve Ahead							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
30" x 36"	35.00	43.00	68.00		25.00	32.00	52.00
Construction Zone Warning Signs							
18" x 18"	14.78	20.18	33.75		7.10	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25.00	36.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Roll-up Mesh Signs							
18" x 18"	N/B	—	—		N/B	—	—
24" x 24"	N/B	—	—		N/B	—	—
30" x 30"	N/B	—	—		N/B	—	—
36" x 36"	55.00	67.00	85.00		N/B	—	—
48" x 48"	65.00	95.00	135.00		N/B	—	—
Construction Zone Signs & Supplemental Signs							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
24" x 12"	12.00	15.00	20.00		7.00	10.00	15.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
30" x 24"	20.00	28.50	46.00		13.95	19.00	37.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'	25.99	33,50	52,00		20.00	28,00	39.00
48" x 18"	26.95	35,00	54.00		13,00	21.00	36.00
48" x 24"	35.00	42.00	65.50		26.00	35,00	45,00
48" x 30"	45.00	55.00	89.00		26.00	35,00	45,00
Custom Message							
12" x 18"	12,00	15,00	20.00		7,10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9 95	15,00	23,00
9" x 30"	14.78	18.50	27.95		9.95	15,00	23.00
36" x 36"	36.00	48.95	75,00		25,10	32,00	52,00
Dead End							
30" x 30"	25.99	33.50	52,00		20,00	28,00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18,10	29.00
Detour							
30" x 24"	20.00	28.50	46.00		13.95	19.00	37.00
Dip							
30" x 30"	25.99	33.50	52,00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25,00	32,00	52,00
Double Arrow							
48" x 24"	35.00	42,00	65.50		26.00	35,00	45,00
Fluorescent Yellow Green Safety							
24" x 18"	27,00	27.00	27.00		—	—	20.00
24" x 24"	36.00	36.00	36.00		—	—	23,00
30" x 30"	56.00	56.00	56.00		—	—	37.00
36" x 36"	82,00	82.00	82.00		—	—	49.00
48" x 48"	135,00	135.00	135,00		—	—	95,00
Fresh Oil							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Handicap unlimited wording & symbols							
12" x 6"	4.54	7.54	10.54		3 80	4.61	6.00
12" x 9"	6.25	9.25	12,00		4.10	5.61	7.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	11.00	14.00	19.00		5.10	6.61	8.00
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
12" x 24"	14.78	18.50	27.95		7.10	14.45	22.00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Handicap X-ing							
12" x 18"	12.00	15.00	20.00		6.00	7.25	10.55
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 30	20.00	28.50	46.00		13.95	19.00	37.00
30' x 30'	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Handicap Stencil							
36' x 36'				85.00	NB	—	—
Arrow Sign							
21" x 12" pointing down right or left	14.78	18.50	27.95		7.10	14.45	22.00
Ice on Bridge							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Interlocal/ Project Signs							
4" x 8" Plywood one side only	245.00	350.00	NB		150.00	250.00	N/B
4" x 8" Plywood double sided	375.00	450.00	NB		300.00	500.00	N/B
Office & Shop Signs							
Keep Back 25 Feet					4.10	5.61	7.00
12" x 9"	6.25	9.25	12.00		4.10	5.61	7.00
Left to Right Marker Bridge							
12" x 36"	15.47	18.90	28.20		9.95	15.00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mattress							
18" x 24"	14.78	18.50	27.95		995	15.00	23.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
Metal Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Mowers Ahead							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
Narrow Bridge							
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Neighborhood Watch 24 x 30	20.00	28.50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
No Dumping 24x30	20.00	28.50	46.00		13.95	19.00	37.00
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Pavement Ends 36 x 36	36.00	48.95	75.00				
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Pedestrians Diamond							
36" x 36"	36.00	48.95	75.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Public/ Private Parking Sign							
12" x 18"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Right to Left Marker							
12" x 36"	15.00	18.50	27.95		9.95	15.00	23.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Road Closed to Thru Traffic							
60" x 30"	50.00	70.00	110.00		25.00	32.00	52.00
48" x 30"	45.00	55.00	89.00		25.00	32.00	52.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"	45,00	55,00	89,00		25,00	32.00	52,00
30" x 48"	45.00	55.00	89,00		25,00	32,00	52,00
36" x 36"	36.00	48.95	75,00		25.00	32,00	52.00
Road Construction Ahead							
36" x 36"	36.00	48.95	75,00		25,00	32,00	52,00
48" x 48"	76.00	95.00	140.00		45,00	52.00	92,00
30" x 30"	25,99	33.50	52.00		20.00	28,00	39.00
Road Machinery Ahead							
36" x 36"	38,00	52.00	81.00		25.00	32,00	52.00
48" x 48"	76.00	95,00	140,00		45,00	52.00	92.00
30" x 30"	25.99	33.50	52,00		20.00	28,00	39.00
School Ped X-ing 36 SI-1 PENT. 36	38,00	52,00	81.00		F10. Diamond		Grade
30" x 30" ~~36x36~~	25.99	33.50	52,00		—	—	37,00 49.00
School Zone Signs							
24" x 8"	14.78	20.18	33.75		7.10	14.45	22,00
24" x 10"	14.78	20.18	33.75		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15,00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 48"	35,00	42,00	65.50		20.00	35.00	45.00
30" x 30"	25.99	33.50	52,00		20.00	28.00	39.00
48" x 48"	76.00	95.00	140.00		45,00	52.00	92,00
36" x 36"	38,00	52.00	81.00		25.00	32,00	52.00
Signs & Blanks							
6" x 30"	8.44	9.86	13.65		NB	—	—
6" x 24"	6.75	7.89	10.92		NB	—	—
6" x 18"	5.22	6.25	8.50		NB	—	—
6" x 36"	8.95	10.95	14.25		NB	—	—

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"	25.99	33.50	52.00		20.00	28,00	39.00
Single Arrow							
30" x 36"	36.00	48.95	75,00		25.00	32,00	52,00
48" x 24"	35,00	42,00	65.50		20.00	35,00	45.00
Single Arrow Left/Right							
30" x 36"	36.00	48.95	75,00		25,00	32.00	52,00
48" x 24"	35,00	42,00	65.50		20,00	35,00	45.00
Slow 36x36	38,00	52,00	81,00				
30" x 30"	25.99	33.50	52,00		20.00	35,00	45.00
24" x 24"	17.95	23.50	35.95		12.95	18,00	29.00
Slow For Children							
24" x 30"	20.00	28,50	46.00		13.95	19.00	37.00
18" x 24"	14.78	18.50	27.95		9.95	15,00	23.00
Specialties Signs							
6" x 12"	6.00	7.00	8.50		3.80	4.61	6,00
18" x 24"	15,00	19.00	28.00		9.95	15,00	23.00
30" x 24"	22.00	30.50	48.00		13.95	19.00	37.00
12" x 18"	13.00	16.00	21.00		7.10	14.45	22.00
48" x 24"	37.00	45,00	68.50		20.00	35.00	45,00
4' x 8' ft.	245,00	350.00	N/B		150.00	250.00	N/B
30" x 36"	38.00	50.95	78,00		25.00	32.00	52.00
24" x 24"	19.95	25.50	37.95		12.95	18,00	29.00
4' x 4' ft.	82.00	102.00	148.00		45.00	52.00	92,00
12" x 18"	13.00	16,00	21.00		7.10	14.45	22.00
2" x 16"	2.50	4.25	5.50		7.10	14.45	22.00
12" x 9"	8.25	11.25	15.00		7.10	14.45	22.00
30"x 30"	29.00	37.00	55,00		20.00	28,00	39.00
24" x 36"	31.00	39.50	59.00		26.00	35.00	45.00
36" x 12"	19.00	23.00	34.50		12.95	18.00	29.00
48" x 48"	82.00	102.00	148.00		45.00	52.00	92.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)	14.78	18.50	27.95		9.95	15.00	23.00
24" x 30" 10-40 MPH (depending on specs)	20.00	28.50	46.00		13.95	19.00	37.00
Stop Ahead							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	28.00	43.00	65.00		20.00	28.00	38.00
36" x 36"	50.00	63.00	95.00		25.00	32.00	52.00
Stop Signs							
30" x 30"	28.95	37.00	56.00		20.00	28.00	39.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
36" x 36"	42.00	52.00	80.00		25.00	32.00	52.00
18" x 18"	14.78	18.50	27.95		7.10	14.45	22.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Stop Stencil							
36" x 36"				85.00			
Street Name Signs							
6" x 30"	17.50	26.95	29.95		N/B	—	—
6" x 24"	16.50	25.50	28.95		NB	—	—
6" x 18"	16.50	25.50	28.95		NB	—	—
6" x 36"	19.50	29.95	39.95		NB	—	—
Supplemental Plaques							
12" x 6"	4.54	7.54	10.54		3.80	4.61	6.00
"T" Intersection 36 36	38.00	52.00	81.00		25.00	32.00	52.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Tire Area							
18" 24"	14.78	18.50	27.95		9.95	15.00	23.00
Traffic Signs							
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
24" x 24"	17.95	23.50	35.95		12.95	18.00	29.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 30"	25.99	33.50	52.00		20.00	35.00	45.00
30" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
36" x 12"	17.95	23.50	35.95		12.95	18.00	29.00
48" x 24"	35.00	42.00	65.50		20.00	35.00	45.00
48" x 48"	95.00	115.00	160.00		45.00	52.00	92.00
Trash Area							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
Truck Crossing					~~25.00~~	~~32.00~~	~~52.00~~
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Type III End of Road							
10' Type III	225.00	295.00	NB		195.00	375.00	NB
Warning Signs							
24" x 24"	17.95	28.50	42.00		12.95	18.00	29.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 36"	38.00	52.00	81.00		25.00	32.00	52.00
24" x 18"	14.78	18.50	27.95		9.95	15.00	23.00
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
9" x 12"	6.25	9.25	12.00		7.10	14.45	22.00
18" x 12"	12.00	15.00	20.00		7.10	14.45	22.00
24" x 30"	20.00	28.50	46.00		13.95	19.00	37.00
24" x 36"	25.99	33.50	52.00		20.00	28.00	39.00
36" x 12"	17.25	23.50	35.95		12.95	18.00	29.00
48" x 24"	38.00	52.00	81.00		20.00	35.00	45.00

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge							
48" x 48"	76.00	95.00	140.00		45.00	52.00	92.00
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Yield Sign							
30" x 30" x 30"	16.28	19.95	29.00		8.95	15.00	22.00
36" x 36" x 36"	20.00	26.50	40.00		13.50	23.00	32.00
Y Intersection							
30" x 30"	25.99	33.50	52.00		20.00	28.00	39.00
Your Trash Must Be Secure At All Times							
18" x 24"	14.78	18.50	27.95		9.95	15.00	23.00
3" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
4" Center Pavement Reflectors							
Amber				1.50			
Clear				1.70			
Red or white				1.85			
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts				6.50			
Post Cap for 2" & 3" Posts				6.50 2" 7.75 3"			
Post Cap for 1 3/4 Sq Post for Flat Assy				6.50			
90° Bracket for 4 Way Assembly				6.50			
45°/ 180° Bracket for 4 Way Assembly				6.50			
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame				75.00			
8' Type III Orange or Red/White Type A & C				281.00			

Break-Away

Item PANELS	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White				52.00			
~~Type I and II~~ Type III							
End of Road 8'/ 10' & 12'				150.00 8' 195.00 10' 210.00 12'			
Barrel Tape							
2" x 50 Yards				N/B			
4" x 50 Yards				N/B			
6" x 50 Yards				250.00 TYPE C			
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll				65.00 135.00 150.00			
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.				145.00 E.G. 260.00 - C			
8" x 100 yd.				520.00 - C			
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting				42.00			
62" White Road Marker w/ Yellow Reflector Sheeting				42.00			
Post Driver				210.00			
Jiggle Bars 6" x 34"				N/B			
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"				.35			
1/4 Bolts 2"				.35			
Cross Brackets 2" & 3"				6.50 2" 7.75 3"			
Round Post Brackets 2" & 3"				6.50 2" 7.75, 3"			
Industrial Grade Mil Barrier Tape				9.95			
Temporary Barrier Fence				52.00			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System				52.00			
U Post Brackets 2" & 3"				6.50 2" 7.75 3"			
1/4" Screws for Brackets (Blade Holders)				.15			
3" Post Caps				7.75			
Chevrons 18" x 24"	14.78	18.50	27.95				
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base				8.25			
28" Plain, Bright Orange Top, Black Base				11.25			
36" Plain, Bright Orange Top, Black Base				18.95			
28" Orange/Red Glow				11.25			
28" With Reflective Collars				15.95			
11 ½" x 16" Decals				12.95			
Post Domes CAIS				2.25			
Double Arrow 48X24	32.00	42.00	65.50				
48" x 24" Yellow Reflective Aluminum Rectangle Single	32.00	42.00	65.50				
Municipal Emblems (Pressure Sensitive)				15.95 each			
Gal. 5 gal. Expoxy Kit				N/B			
One gal. Kit				97.00			
Quick Sticks				17.95			
Locknuts				.25			
6" x 12" Bridge Markers				4.54			
End of Roadway Markers / Button Delineators 18" x 18"				24.00			
Object Markers Reflective							
12" x 36"				15.25			
10" x 30"				11.95			
6" x 24"				6.55			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6' Delineator Posts (Flexible)				42.00			
18" Double Faced Hand Paddles Plastic				16.95			
Quad Stands for Roll Up Mesh Sign				140.00			
Round Plastic Reflector - Red				1.00			
33" x 3" Reflective Keep Back 500 Feet				5.00			
Round Plastic Reflectors Amber				1.00			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Rectangular Reflectors 3" x 8" Type A & C				5.50			
Safety Flags- Fluorescent w/ Stiffener							
~~18" x 18"~~ 24X24				5.25			
18" x 18"				3.25			
Safety Splice U Channel Sign Post System				38.00			
8" x 10" Upright Sign Post				15.00			
Stub Post & Hardware Post-Loc				46.00			
Sign Assembly Hardware				.30 each			
U Channel 8' ft. Green				18.52			
Tubular Post 8'				16.95			
Tubular Post 10'				19.58			
Tubular Post 12'				23.50			
Sq. Post				23.50			
Screw Set				.15			
Super Dome Drums							
Molded Rubber Base				86.00			
Blue Net Sheeting 15"				N/B			
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand				140.00			
4" Transfer Tape							

Width	Price
1"	$ 3.32
2"	$ 6.64
4"	$13.28
6"	$19.92
8"	$26.56
10"	$33.20
12"	$39.84
13"	$43.16
14"	$46.48
15"	$49.80
16"	$53.12
18"	$59.76
20"	$66.40
24"	$79.68
30"	$99.60
36"	$119.52
48"	$159.36

Transfer Tape →

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels							
12' x 3" Heavy Gauge	Green			37.00			
U Post							
U Shape Green Galvanized 10 ft., 12 Ft.				23.15 10' 27.80 12'			
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket				8.55			
Heavy Duty 24" Wing Bracket				20.78			
Temporary Barrier Fencing Roll				52.00			
48" Handicap Stencil 36 a 48" STOP				95.00 95.00 175.00			
24" x 24" Binder Signs (Folding Signs) 30x30				32.00 38.00			
Barricade Lights Flashers				16.95			
Plastic Delineators (Stand Alone)				72.00			
24" Safety Flags				5.25			
Tape Caution Buried Electrical Lines				14.95			
30" x 30" Roll Up Mesh Stop/ Slow Paddle				82.00			
Barricade Lights				16.95			
6' Speed Bump (Plastic)				170.00			
9' Speed Bump (Plastic)				215.00			
6' Speed Bump – Yellow & Black (plastic)				243.52			
Epoxy Pads				1.50			
8' x 4' MDO Specialty Sign				265.00			
24" x 24" Barricade Marker				28.00			
6" x 50 yds Roll of E/G Vinyl				125.00			
6" x 50 yds Roll of H.I.P Vinyl				250.00			
Slow Moving Vehicle - 040 Aluminum (Triangle)				16.95			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle)	Non-Reflective			10.95			
Slipbase Assy.	only			110.00			
Slipbase Assy. w/ 12'ft. Post				165.00			
6' ft. Delineator	u-shape			11.95			
T-Bracket 2" 3"				48.00			
REflectors RED/white w/Adhesive				3.50 each			
Roll up Signs 36x36 & 48x48	only			36"- 65.00 48"- 75.00			
Galvanized u-channel Post 8' 10' 12'				25.35 31.68 38.02			

Bidder/Company Name: Delta Specialties Signs & Supplies

Address: 10205 E. Hwy. 107

City/State/Zip Code: Edinburg, Tx. 78542

Phone Number: 956-316-1625

E-Mail Address: delta.signs@yahoo.com

Cellular & Pager Numbers: 956-497-4960

Fax Number: 956-318-1316

Authorized Signature: Martin Peña

Printed Name: MARTIN PEÑA

Title: Owner

Date: 12-5-08

EXHIBIT "C"
INSURANCE REQUIREMENTS

Cert ID 43798

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/24/2008

PRODUCER
ATLANT GROUP, INC.
POST OFFICE BOX 10660
JACKSONVILLE FL 32247-0660
(866) 972-7378 (800) 455-9611

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: MARYLAND CASUALTY	19356
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES, SIGNS & SUPPLIES
18205 N STATE HIGHWAY 107
EDINBURG TX 78542

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT X LOC	PA0039403617	7/9/2008	7/9/2009	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X HIRED AUTO PHYSICAL X DAMAGE LIMIT $50,000	PA0039403617	7/9/2008	7/9/2009	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A	A	EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	PA0039403617	7/9/2008	7/9/2009	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC0390703I3	7/9/2008	7/9/2009	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 100,000 $ 100,000 $ 500,000
		OTHER					

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

SIGN PAINTING OR LETTERING / CERTIFICATE HOLDER IS DESIGNATED AS AN ADDITIONAL INSURED - WRITTEN CONTRACT WITH RESPECT TO GENERAL LIABILITY PER FORM SS2001 Ed. 4-98 - MARTIN & MARGARITA PENA DBA DELTA SPECIALTIES SIGNS & SUPPLIES IS COVERED FOR WORKERS COMPENSATION AS PER THE LIMITS STATED ABOVE.

CERTIFICATE HOLDER

HIDALGO COUNTY
100 E. CANO
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 6, 2010

Custom Products Corporation
Attn: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

Re: C-08-338A-02-09
Traffic Road Sings & Miscellaneous Equipment-Hidalgo County

Dear Vendor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of January 19, 2010 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Tuesday, January 12,2010, via facsimile to (956) 956-292-7612 or email to: yvette.islas@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 01/08/10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Yvette S. Islas
Hidalgo County Purchasing Department

cc: department
auditors

Client#: 6500 CUSTO6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/11/2010

PRODUCER
Barksdale Bonding & Insurance
P. O. Box 13389
Jackson, MS 39236-3389
601 981-6700

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
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: United Fire & Casualty	
INSURER B: Ohio Casualty Insurance Co.	
INSURER C: Bridgefield Casualty Insurance	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE / OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC	60318463	01/02/10	01/02/11	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 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	60318463	01/02/10	01/02/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR / CLAIMS MADE DEDUCTIBLE RETENTION $	EUO(11)53155045	01/02/10	01/02/11	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	0196-18349	01/02/10	01/02/11	X WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
County of Hidalgo is included as an additional insured on the general liability policy

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, Texas 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
William L Painter

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REQUIREMENTS AGREEMENT
C-08-338A-02-09

THIS AGREEMENT (the "Agreement") is entered into effective as of February 20, 2009 by and between **Custom Product Corporation,** (secondary vendor) a Mississippi Corporation ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a period of one (1) year with the County's option to renew for one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment"** in the areas of **HIDALGO COUNTY** projects for a period of one year from with the option to renew one (1) year based on the prior year's performance evaluation and contingent upon cost remaining unchanged and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County and Seller agree that either party may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this

Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

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

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Custom Products Corporation
Attention: Ms. Heidi McGee
P O Box 54091
Jackson, MS 39288

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

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

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

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

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

Insurance. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON, FEBRUARY 09th, 2009.

HIDALGO COUNTY

By: _____

Juan D. Salinas, III, County Judge

Date: 2/19/09

ATTEST:

By: _____

Arturo Guajardo, Jr., County Clerk

Date: _____

Custom Products Corporation

By: _____

Printed Name: Heidi McGee

Title: Bid Manager

Date: 02-25-09

APPROVED AS TO FORM:

By: Antonio Mendoza

Antonio Mendoza

Date: 2-13-09

EXHIBIT "A"
SPECIFICATIONS

Bid No: 08-338-12-03-ysi	Buyer: Yvette Islas	Tel. No.: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY
"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"

DECEMBER 03, 2008

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281, New Administration Building
Edinburg, Texas 78539

956/318-2626

Form HCPD-05

LEGAL NOTICE

Bid No: 08-338-12-03-ysi

1. Sealed bids will be received for **HIDALGO COUNTY – "TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth, Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of 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, **"BID-- HIDALGO COUNTY – TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, 2802 S. Business Highway 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, DECEMBER 03, 2008. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered he best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of

Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any

awards. Tax exemption certificates will be furnished upon request. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets. County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.

. If you need additional information, contact information will be provided upon contract award

16. BILLING AND PAYMENT INSTRUCTIONS:

. All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official (signed delivery tickets)
c) Purchase Order Number (if any)
d) Notation-**"HIDALGO COUNTY- TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"**
e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

Vehicle title paperwork must be properly filled out and provided at time of delivery. The following documentation must be included:

a) Certificate of Origin (signed Title, if used vehicle purchase)
b) Application For Texas Certificate Of Title (Form 130-U)
c) Odometer Disclosure Statement

. Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

. Contact person for Billing and Payment questions:

Hidalgo County Purchasing Department
2812 South Highway Business 281
Edinburg, Texas 78541
(956) 318-2626

17. Schedule of Events

Bid Opening, 9:30 A.M.	**December 03 , 2008**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2008**
Projected Commence Work or Deliver Products	**_____, 2008**

18. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or

employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

19. Disclosure of Conflict of Interest

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

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

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

23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY DEPARTMENT
"TRAFFIC ROAD SIGNS & MISCELLANEOUS EQUIPMENT"
Bid No: 08-338-12-03-ysi

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy. 281- New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03BYSI
EXHIBIT "A"
SPECIFICATIONS

SCOPE - REQUIREMENTS - INFORMATION TO BIDDERS

Scope:
The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the refacing of existing traffic-road signs, accessories and related supplies.

Terms Conditions & Requirements:

1. Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2. Hidalgo County reserves the right to award to one (1) or multiple vendors.

3. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4. All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

5. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

6. Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

7. Term of contract is for one (1) year period with County=s option to extend the contract for an additional one (1) year under the same rates terms and conditions.

8. County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforseen delay in the award of a new bid for next contract term.

9. BID PAGE - Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification

10. Due to the nature of the user departments, vendor(s) will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order. Vendor(s) will inform ordering department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the ASecondary Vendor@. Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

Information to Bidders:
Vendor(s) will be bid on the fabrication of new as well as the re-facing of existing signs as described in detail on Exhibit AA@ and contained in this bid packet. Vendor(s) will be informed before the end of the initial one (1) year term if the County intends to exercise their option to extend the contract for an additional one (1) year under the same rates,terms and conditions.

EXHIBIT "A"
SPECIFICATIONS

A. Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

B. All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

C. White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

D. All other related supplies must also comply to all applicable Texas Department of Transportation and Federal Highway standards.

E. **Type, dimension and color of signs (both new and refaced), accessories and supplies required are listed in Exhibit "B".**

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way							
12" x 6"							
4 Way							
12" x 6"							
24" x 18"							
A/C And Refrigeration							
18" x 24"							
All Way							
18" x 6"							
Arrow Signs							
48" x 24"							
20" x 8"							
15" x 8"							
Bridge Closed							
36"x 36"							
48" x 48"							
30" x 30"							
48" x 30"							
Bridge Out							
30" x 30"							
Brush Area							
18" x 24"							
Cable/ Utility Warning Signs							
9" x 3"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamon d Grade
12" x 3 2e							
12" x 9"							
Caution							
18" x 24"							
30" x 30"							
Children At Play							
24" x 30"							
18" x 24"							
Curve: Right or Left Curve Ahead							
24" x 24"							
30" x 30"							
30" x 36"							
Construction Zone Warning Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Roll-up Mesh Signs							
18" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Construction Zone Signs & Supplemental Signs							
12" x 18"							
24" x 12"							
18" x 24"							
24" x 18"							
30" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'							
48" x 18"							
48" x 24"							
48" x 30"							
Custom Message							
~~12" x 18"~~							
18" x 24"							
9" x 30"							
36" x 36"							
Dead End							
30" x 30"							
24" x 24"							
Detour							
30" x 24"							
Dip							
30" x 30"							
36" x 36"							
Double Arrow							
48" x 24"							
Fluorescent Yellow Green Safety							
24" x 18"							
24" x 24"							
30" x 30"							
36" x 36"							
48" x 48"							
Fresh Oil							
24" x 24"							
Handicap unlimited wording & symbols							
12" x 6"							
12" x 9"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"							
12" x 18"							
12" x 24"							
18" x 18"							
18" x 24"							
~~Handicap X-ing~~							
12" x 18"							
18" x 24"							
24" x 30							
30' x 30'							
36" x 36"							
48" x 48"							
Handicap Stencil							
36' x 36'							
Arrow Sign							
21" x 12" pointing down right or left							
Ice on Bridge							
30" x 30"							
Interlocal/ Project Signs							
4" x 8" Plywood one side only							
4" x 8" Plywood double sided							
Office & Shop Signs							
Keep Back 25 Feet							
12" x 9"							
Left to Right Marker Bridge							
12" x 36"							
18" x 24"							
Mattress							
18" x 24"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working							
24" x 24"							
Metal Area							
18" x 24"							
Mowers Ahead							
36" x 36"							
48" x 48"							
Narrow Bridge							
24" x 24"							
30" x 30"							
Neighborhood Watch							
18" x 24"							
No Dumping							
60" x 30"							
18" x 24"							
Pavement Ends							
30" x 30"							
Pedestrians							
36" x 36"							
48" x 48"							
30" x 30"							
Public/ Private Parking Sign							
12" x 18"							
18" x 24"							
Right to Left Marker							
12" x 36"							
18" x 24"							
Road Closed to Thru Traffic							
60" x 30"							
48" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Road Closed							
48" x 30"							
30" x 48"							
36" x 36"							
Road Construction Ahead							
~~36" x 36"~~							
48" x 48"							
30" x 30"							
Road Machinery Ahead							
36" x 36"							
48" x 48"							
30" x 30"							
School Ped X-ing							
30" x 30"							
School Zone Signs							
24" x 8"							
24" x 10"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 48"							
30" x 30"							
48" x 48"							
36" x 36"							
Signs & Blanks							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30"							
Single Arrow							
30" x 36"							
48" x 24"							
Single Arrow Left/Right							
30" x 36"							
48" x 24"							
Slow							
30" x 30"							
24" x 24"							
Slow For Children							
24" x 30"							
18" x 24"							
Specialties Signs							
6" x 12"							
18" x 24"							
30" x 24"							
12" x 18"							
48" x 24"							
4" x 8"							
30" x 36"							
24" x 24"							
4" x 4"							
12" x 18"							
2" x 16"							
12" x 9"							
30"x 30"							
24" x 36"							
36" x 12"							
48" x 48"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit							
18" x 24" 10-40 MPH (depending on specs)							
24" x 30" 10-40 MPH (depending on specs)							
Stop Ahead							
24" x 24"							
30" x 30"							
36" x 36"							
Stop Signs							
30" x 30"							
24" x 24"							
36" x 36"							
18" x 18"							
48" x 48"							
Stop Stencil							
36" x 36"							
Street Name Signs							
6" x 30"							
6" x 24"							
6" x 18"							
6" x 36"							
Supplemental Plaques							
12" x 6"							
ATe Intersection							
24" x 24"							
30" x 30"							
Tire Area							
18" 24"							
Traffic Signs							
9" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"							
18" x 24"							
24" x 18"							
24" x 24"							
24" x 30"							
24" x 36"							
30" x 30"							
30" x 36"							
36" x 12"							
48" x 24"							
48" x 48"							
Trash Area							
18" x 24"							
Truck Crossing							
36" x 36"							
48" x 48"							
30" x 30"							
Type III							
10" Type III							
Warning Signs							
24" x 24"							
30" x 30"							
36" x 36"							
24" x 18"							
48" x 48"							
9" x 12"							
18" x 12"							
24" x 30"							
24" x 36"							
36" x 12"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
48" x 24"							
Water on Bridge							
48" x 48"							
30" x 30"							
Yield Sign							
30" x 30" x 30"							
36" x 36" x 36"							
Y Intersection							
30" x 30"							
Your Trash Must Be Secure At All Times							
18" x 24"							
3" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
4" Center Pavement Reflectors							
Amber							
Clear							
Red or white							
Aluminum Brackets for 6" & 9"							
Post Cap for U Channel Posts							
Post Cap for 2" & 3" Posts							
Post Cap for 1 3/4 Sq Post for Flat Assy							
90E Bracket for 4 Way Assembly							
45E/ 180E Bracket for 4 Way Assembly							
Barricades							
A Frame 30" Tall x 6' Wide All Plastic Frame							
8' Type III Orange or							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Red/White Type A & C							
96" x 8" Reflective 1" Thick Orange/White							
Type I and II							
End of Road 8'/ 10' & 12'							
Barrel Tape							
2" x 50 Yards							
4" x 50 Yards							
6" x 50 Yards							
Barricades Tape							
Reflective, General Purpose Tape Red, White, Yellow							
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll							
Type A & C Orange Left/Right							
Type 111							
8" x 50 yd.							
8" x 100 yd.							
Flexible Road Marker							
62" White Road Marker w/ Wt. Reflector Sheeting							
62" White Road Marker w/ Yellow Reflector Sheeting							
Post Driver							
Jiggle Bars 6" x 34"							
Anti-Theft Bolts							
5/16 Bolts 21/2" x 3"							
1/4 Bolts 2"							
Cross Brackets 2" & 3"							
Round Post Brackets 2" & 3"							
Industrial Grade Mil Barrier Tape							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Temporary Barrier Fence							
Quick Fence Safety System							
U Post Brackets 2" & 3"							
1/4" Screws for Brackets (Blade Holders)							
3" Post Caps							
Chevrons 18" x 24"							
Cones (Traffic)							
18" Plain, Bright Orange Top, Black Base							
28" Plain, Bright Orange Top, Black Base							
36" Plain, Bright Orange Top, Black Base							
28" Orange/Red Glow							
28" With Reflective Collars							
11 2@ x 16" Decals							
Post Domes							
Double Arrow							
48" x 24" Yellow Reflective Aluminum Rectangle							
Municipal Emblems (Pressure Sensitive)							
Gal. 5 gal. Expoxy Kit							
One gal. Kit							
Quick Sticks							
Locknuts							
6" x 12" Bridge Markers							
End of Roadway Markers / Button Delineators 18" x 18"							
Object Markers Reflective							
12" x 36"							
10" x 30"							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" x 24"							
6' Delineator Posts (Flexible)							
18" Double Faced Hand Paddles							
Quad Stands for Roll Up Mesh Sign							
Round Plastic Reflector- Red							
33" x 3" Reflective Keep Back 500 Feet							
Round Plastic Reflectors Amber							
Rectangular Reflectors 3" x 8" Type A & C							
Rectangular Reflectors 3" x 8" Type A & C							
Safety Flags- Fluorescent w/ Stiffener							
16" x 16"							
18" x 18"							
Safety Splice U Channel Sign Post System							
8" x 10" Upright Sign Post							
Stub Post & Hardware							
Sign Assembly Hardware							
U Channel							
Tubular Post 8'							
Tubular Post 10'							
Tubular Post 12'							
Sq. Post							
Screw Set							
Super Dome Drums							
Molded Rubber Base							
Blue Net Sheeting 15"							
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
4" Transfer Tape							
U Channels							
12" x 3" Heavy Gauge							
U Post							
U Shape Green Galvanized 10 ft. ., 12 Ft.							
Wing Bracket for All Sign Plates							
Standard 16" Wing Bracket							
Heavy Duty 24" Wing Bracket							
Temporary Barrier Fencing Roll							
48" Handicap Stencil							
24" x 24" Binder Signs (Folding Signs)							
Barricade Lights Flashers							
Plastic Delineators (Stand Alone)							
24" Safety Flags							
Tape Caution Buried Electrical Lines							
30" x 30" Roll Up Mesh Stop/ Slow Paddle							
Barricade Lights							
6' Speed Bump (Plastic)							
9' Speed Bump (Plastic)							
9' Speed Bump – Yellow & Black (plastic)							
Epoxy Pads							
8' x 4' MDO Specialty Sign							
24" x 24" Barricade Marker							
6" x 50 yds Roll of E/E Vinyl							
6" x 50 yds Roll of H.I.P Vinyl							

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle- 040 Aluminum (Triangle)							
Slow Moving Vehicle- Decal (Triangle)							

Bidder/Company Name: _____

Address: _____

City/State/Zip Code: _____

Phone Number: _____

E-Mail Address: _____

Cellular & Pager Numbers: _____

Fax Number: _____

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT "B"
PAYMENT SCHEDULE

EXHIBIT "B"
TRAFFIC-ROAD SIGNS AND ACCESSORIES
HIDALGO COUNTY
RFB NO. 2008-338-12-03-YSI

BID PAGE(S)

Bid Prices is on a unit price basis.

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
3 Way	—	—	—	Price for one color	NO BID		
12" x 6"	2.48	2.98	4.59				
4 Way	—	—	—				
12" x 6"	2.48	2.98	4.59				
24" x 18"	10.81	13.80	23.46				
A/C And Refrigeration	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
All Way	—	—	—				
18" x 6"	3.73	4.47	6.89				
Arrow Signs	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
20" x 8"	4.94	6.05	9.62				
15" x 8"	4.85	5.68	8.35				
Bridge Closed	—	—	—				
36"x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
48" x 30" .100	38.37	48.35	80.55				
Bridge Out	—	—	—				
30" x 30"	22.33	26.16	46.29				
Brush Area	—	—	—	Price for one color			
18" x 24"	10.81	13.80	23.46				
Cable/ Utility Warning Signs	—	—	—	Price for one color			
9" x 3"	2.48	2.98	4.59				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 3 ½"	2.48	2.98	4.59	Price for one color		NO BID	
12" x 9"	3.73	4.47	6.89				
Caution	—	—	—				
18" x 24"	10.81	13.80	23.46				
30" x 30"	20.93	27.16	47.29				
Children At Play	—	—	—				
24" x 30"	16.29	21.28	37.38				
18" x 24"	9.81	12.80	22.46				
Curve: Right or Left Curve Ahead	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	30.00	36.48	60.63				
Construction Zone Warning Signs	—	—	—				
18" x 18"	8.80	10.19	17.43				
24" x 24"	14.68	17.14	30.02				
30" x 30"	22.33	26.16	46.29				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
X Roll-up Mesh Signs	—	—	—				
18" x 18"	NO BID	NO BID	NO BID				
24" x 24"	NO BID	NO BID	NO BID				
30" x 30"	NO BID	NO BID	NO BID				
36" x 36"	NO BID	102.25	110.63				
48" x 48"	NO BID	142.88	187.25				
Construction Zone Signs & Supplemental Signs	—	—	—				
12" x 18"	5.91	6.83	11.66				
24" x 12"	7.85	9.08	15.52				
18" x 24"	10.96	12.80	22.46				
24" x 18"	10.96	12.80	22.46				
30" x 24"	18.21	21.28	37.38				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30' x 30'	22.33	26.16	46.29	Price for one color		NO BID	
48" x 18"	21.37	25.06	44.37				
48" x 24" .100	30.94	38.92	64.68				
48" x 30" .100	42.20	48.35	80.55				
Custom Message	—	—	—				
~~12" x 18"~~	S/E D/F 5.33/9.32	S/E D/F 6.85/11.95	S/E D/F 11.66/20.40				
18" x 24"	9.81 / 17.16	12.80/22.40	22.46/39.30				
9" x 30"	6.61 / 11.56	8.48/14.84	14.51/25.39				
36" x 36" .100	34.54/60.44	43.51/76.14	72.49/126.85				
Dead End	—	—	—				
30" x 30"	19.93	26.16	46.29				
24" x 24"	13.15	17.14	30.02				
Detour	—	—	—				
30" x 24"	18.21	21.28	37.38				
Dip	—	—	—				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
Double Arrow	—	—	—				
48" x 24" .100	30.94	38.92	64.68				
Fluorescent Yellow Green Safety	—	—	—				
24" x 18"	23.38	23.38	23.38				
24" x 24"	31.25	31.25	31.25				
30" x 30"	48.21	48.21	48.21				
36" x 36" .100	75.25	75.25	75.25				
48" x 48" .125	147.04	147.04	147.04				
Fresh Oil	—	—	—				
24" x 24"	13.15	17.14	30.02				
Handicap unlimited wording & symbols	—	—	—				
12" x 6"	2.48	2.98	4.59				
12" x 9"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
12" x 12"	4.65	5.65	8.86	Price for one color	NO BID		
12" x 18"	5.33	6.83	11.606				
12" x 24"	7.08	9.08	15.52				
18" x 18"	7.94	10.19	17.43				
18" x 24"	9.81	12.80	22.46				
~~Handicap X-ing~~	—	—	—				
12" x 18"	5.33	6.83	11.606				
18" x 24"	9.81	12.80	22.46				
24" x 30	16.29	21.28	37.38				
30' x 30'	19.93	26.16	46.29				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
Handicap Stencil	—	—	—	↓			
36' x 36' (44"x38")	—	—	—	52.25			
Arrow Sign	—	—	—	Price for one color			
21" x 12" pointing down right or left	7.08	9.08	15.52				
Ice on Bridge	—	—	—				
30" x 30"	19.93	26.16	46.29				
Interlocal/ Project Signs	—	—	—				
4" x 8" Plywood one side only	NO BID	NO BID	NO BID				
4" x 8" Plywood double sided	NO BID	NO BID	NO BID				
Office & Shop Signs	—	—	—				
Keep Back 25 Feet	—	—	—				
12" x 9"	4.73	5.47	6.89				
Left to Right Marker Bridge	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Mattress	—	—	—				
18" x 24"	10.81	13.80	23.46	↓		↓	

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Men Working	—	—	—	Price for one color	NO BID		
24" x 24"	14.68	17.14	30.02				
Metal Area	—	—	—				
18" x 24"	10.96	12.80	22.46				
Mowers Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
Narrow Bridge	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Neighborhood Watch	—	—	—				
18" x 24"	10.59	13.58	23.24				
No Dumping	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
18" x 24"	9.81	12.80	22.46				
Pavement Ends	—	—	—				
30" x 30"	19.93	26.16	46.29				
Pedestrians	—	—	—				
36" x 36" .100	35.54	43.51	72.49				
48" x 48" .125	75.65	90.61	142.13				
30" x 30"	19.93	26.16	46.29				
Public/ Private Parking Sign	—	—	—				
12" x 18"	6.33	7.83	12.66				
18" x 24"	10.81	13.80	23.46				
Right to Left Marker	—	—	—				
12" x 36"	9.81	12.80	22.46				
18" x 24"	9.81	12.80	22.46				
Road Closed to Thru Traffic	—	—	—				
60" x 30" .100	48.84	60.31	100.56				
48" x 30" .100	38.37	48.35	80.55				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective ✓	High Intensity ✓	Diamond Grade ✓		Reflective	High Intensity	Diamond Grade
Road Closed	—	—	—	Price for all	NO BID		
48" x 30" .100	38.37	48.35	80.55				
30" x 48" .100	38.37	48.35	80.55				
36" x 36" .100	37.99	43.51	72.49				
Road Construction Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
Road Machinery Ahead	—	—	—				
36" x 36" .100	37.99	43.51	72.49				
48" x 48" .125	80.78	90.61	142.13				
30" x 30"	22.33	26.16	46.29				
School Ped X-ing	—	—	—				
30" x 30"	19.93	26.16	46.29				
School Zone Signs	—	—	—				
24" x 8"	4.74	6.07	10.36				
24" x 10"	5.92	7.58	12.95				
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 48" .100	30.94	38.92	64.68				
30" x 30"	19.93	26.16	46.29				
48" x 48" .125	74.65	89.61	142.13				
36" x 36" .100	34.54	43.51	72.49				
Signs & Blanks	—	—	—	—			
6" x 30"	—	—	—	3.09			
6" x 24"	—	—	—	2.47			
6" x 18"	—	—	—	1.95			
6" x 36"	—	—	—	3.41			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
30" x 30" ✓	—	—	—	13.22	NO BID		
Single Arrow	—	—	—	Price for one color			
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Single Arrow ~~Left/Right~~	—	—	—				
30" x 36" ✓ .100	30.00	36.48	60.63				
48" x 24" ✓ .100	30.94	38.92	64.68				
Slow	—	—	—				
30" x 30" ✓	19.93	26.16	46.29				
24" x 24" ✓	13.15	17.14	30.02				
Slow For Children	—	—	—				
24" x 30" ✓	16.29	21.28	37.38				
18" x 24" ✓	9.81	12.80	22.46				
Specialties Signs	—	—	—				
6" x 12"	S/F D/F 2.48/4.34	S/F D/F 2.98/5.21	S/F D/F 4.59/8.03				
18" x 24"	9.81/17.16	12.80/22.40	22.46/39.30				
30" x 24"	16.29/28.50	21.28/37.24	37.38/65.41				
12" x 18"	5.33/9.32	6.83/11.95	11.66/20.40				
48" x 24" .100	30.94/54.14	38.92/68.11	64.68/113.19				
4" x 8"	1.36/2.38	1.59/2.78	2.30/4.02				
30" x 36" .100	29.00/50.75	36.48/63.84	60.63/106.10				
24" x 24"	13.15/23.01	17.14/29.99	30.02/52.53				
4" x 4"	.97/1.69	1.09/1.89	1.44/2.52				
12" x 18"	5.33/9.32	6.83/11.95	11.66/20.40				
2" x 16"	2.48/4.34	2.98/5.21	4.59/8.03				
12" x 9"	3.73/6.52	4.47/7.82	6.89/12.05				
30"x 30"	19.93/34.87	26.16/45.78	46.29/81.00				
24" x 36"	19.07/33.37	25.06/43.85	44.37/77.64				
36" x 12"	9.81/17.16	12.80/22.40	22.46/39.30				
48" x 48" .125	74.65/130.63	90.61/158.56	143.13/248.72				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Speed Limit	—	—	—	Price for one color	NO BID		
18" x 24" 10-40 MPH (depending on specs)	9.81	12.80	22.46				
24" x 30" 10-40 MPH (depending on specs)	16.29	21.28	37.38				
~~Stop Ahead Sym.~~	—	—	—				
24" x 24"	15.83	21.60	36.58				
30" x 30"	22.98	31.99	55.48				
36" x 36" .100	38.95	51.94	85.76				
Stop Signs	—	—	—				
30" x 30"	18.39	24.64	45.25				
24" x 24"	12.26	16.26	29.52				
36" x 36" .100	32.98	41.69	71.02				
18" x 18"	8.25	10.50	17.82				
48" x 48" .125	71.27	87.26	139.33				
Stop Stencil	—	—	—				
36" x 36"	—	—	—	165.00			
Street Name Signs	—	—	—				
6" x 30"	13.36	19.09	31.62				
6" x 24"	13.32	17.91	27.93				
6" x 18"	13.38	16.74	24.25				
6" x 36"	13.21	20.09	35.12				
Supplemental Plaques	—	—	—				
12" x 6"	2.48	2.98	4.59				
"T" Intersection	—	—	—				
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
Tire Area	—	—	—				
18" 24"	10.81	13.80	23.46				
Traffic Signs	—	—	—				
9" x 12"	3.73	4.47	6.89				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
18" x 12"	5.33	6.83	11.66	Price for one color		NO BID	
18" x 24"	9.81	12.80	22.46				
24" x 18"	9.81	12.80	22.46				
24" x 24"	13.15	17.14	30.02				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
30" x 30"	19.93	26.16	46.29				
30" x 36" .100	29.00	36.48	60.63				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				
48" x 48" .125	74.65	90.61	142.13				
Trash Area	—	—	—				
18" x 24"	10.81	13.80	23.46				
Truck Crossing	—	—	—				
36" x 36" .100	34.54	43.51	72.49				
48" x 48" .125	74.65	89.61	142.13				
30" x 30"	19.93	26.16	46.29				
Type III	—	—	—				
10" Type III	288.95	303.47	427.55				
Warning Signs	—	—	—	Price for one color			
24" x 24"	13.15	17.14	30.02				
30" x 30"	19.93	26.16	46.29				
36" x 36" .100	34.54	43.51	72.49				
24" x 18"	9.81	12.80	22.46				
48" x 48" .125	74.65	89.61	142.13				
9" x 12"	3.73	4.47	6.89				
18" x 12"	5.33	6.83	11.66				
24" x 30"	16.29	21.28	37.38				
24" x 36"	19.07	25.06	44.37				
36" x 12"	9.81	12.80	22.46				
48" x 24" .100	30.94	38.92	64.68				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Water on Bridge	—	—	—	Price for one color	NO BID		
48" x 48" .125	74.65	89.61	142.13				
30" x 30"	19.93	26.16	46.29				
Yield Sign	—	—	—				
30" x 30" x 30"	10.18	13.37	23.82				
36" x 36" x 36" .100	15.71	19.80	33.19				
Y Intersection	—	—	—				
30" x 30"	19.93	26.16	46.29				
Your Trash Must Be Secure At All Times	—	—	—				
18" x 24"	10.81	13.80	23.46				
3" Center Pavement Reflectors	—	—	—	NO BID			
Amber	—	—	—	NO BID			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
4" Center Pavement Reflectors	—	—	—	—			
Amber	—	—	—	.69 (nonrefled.)			
Clear	—	—	—	NO BID			
Red or white	—	—	—	NO BID			
Aluminum Brackets for 6" & 9"	—	—	—	—			
Post Cap for U Channel Posts	—	—	—	4.00			
Post Cap for 2" & 3" Posts	—	—	—	NO BID			
Post Cap for 1 3/4 Sq Post for Flat Assy	—	—	—	5.26			
90° Bracket for 4 Way Assembly	—	—	—	4.82			
45°/ 180° Bracket for 4 Way Assembly	—	—	—	4.13			
Barricades	—	—	—				
A Frame 30" Tall x 6' Wide All Plastic Frame	S/F D/F 71.52/84.36	S/F D/F 74.42/92.83	S/F D/F 99.24/138.70				
8' Type III Orange or Red/White Type A & C	300.56	334.43	517.91	orange/ white only			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
96" x 8" Reflective 1" Thick Orange/White ✓	70.16	81.45	142.61			NO BID	
Type I and II	—	—	—	NO BID			
End of Road 8'/ 10' & 12'	—	—	—				
Barrel Tape	—	—	—				
2" x 50 Yards	—	—	—				
4" x 50 Yards	—	—	—				
6" x 50 Yards	—	—	—				
Barricades Tape	—	—	—	—			
Reflective, General Purpose Tape Red, White, Yellow	—	—	—	—			
1" x 30" yd. Roll, 2"x 30" yd. Roll, 3" x 30" yd Roll	—	—	—	1" 52.66 2" 105.33 3" 157.99 } x50 yds			
Type A & C Orange Left/Right ✓	128.00	210.26	477.01	8"x50yds			
Type 111	—	—	—				
8" x 50 yd.	128.00	210.26	477.01	8"x50yds			
8" x 100 yd.	256.00	420.52	954.02	8"x100yd			
Flexible Road Marker	—	—	—				
62" White Road Marker w/ Wt. Reflector Sheeting	—	—	—	16.27			
62" White Road Marker w/ Yellow Reflector Sheeting	—	—	—	16.27			
Post Driver	—	—	—	178.75			
Jiggle Bars 6" x 34"	—	—	—	NO BID			
Anti-Theft Bolts	—	—	—				
5/16 Bolts 21/2" x 3"	—	—	—				
1/4 Bolts 2"	—	—	—				
Cross Brackets 2" & 3"	—	—	—				
Round Post Brackets 2" & 3"	—	—	—				
Industrial Grade Mil Barrier Tape	—	—	—	8.85			
Temporary Barrier Fence	—	—	—	NO BID			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Quick Fence Safety System	—	—	—	NO BID	NO BID		
U Post Brackets 2" & 3"	—	—	—	↓			
1/4" Screws for Brackets (Blade Holders)	—	—	—				
3" Post Caps	—	—	—				
Chevrons 18" x 24"	9.81	12.80	22.46				
Cones (Traffic)	—	—	—	NO BID			
18" Plain, Bright Orange Top, Black Base	—	—	—	↓			
28" Plain, Bright Orange Top, Black Base	—	—	—				
36" Plain, Bright Orange Top, Black Base	—	—	—				
28" Orange/Red Glow	—	—	—	9.65			
28" With Reflective Collars	—	—	—	17.43			
11 ½" x 16" Decals	—	—	—	NO BID			
Post Domes	—	—	—	↓			
Double Arrow	—	—	—				
48" x 24" Yellow Reflective Aluminum Rectangle	30.94	38.92	64.68				
Municipal Emblems (Pressure Sensitive)	—	—	—	5.30			
Gal. 5 gal. Expoxy Kit	—	—	—	386.90			
One gal. Kit	—	—	—	108.34			
Quick Sticks				NO BID			
Locknuts				NO BID			
6" x 12" Bridge Markers	2.48	2.98	4.59				
End of Roadway Markers / Button Delineators 18" x 18"	14.84	17.90	25.00				
Object Markers Reflective	—	—	—				
12" x 36"	9.81	12.80	22.46				
10" x 30"	7.38	9.46	16.16				
6" x 24"	4.65	5.65	8.86				

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
6" Delineator Posts (Flexible)	—	—	—	NO BID		NO BID	
18" Double Faced Hand Paddles	18.74	25.13	45.26				
Quad Stands for Roll Up Mesh Sign	—	—	—	126.00			
Round Plastic Reflector - Red	—	—	—	.57			
33" x 3" Reflective Keep Back 500 Feet	3.73	4.47	6.89				
Round Plastic Reflectors Amber	—	—	—	.57			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NO BID			
Rectangular Reflectors 3" x 8" Type A & C	—	—	—	NO BID			
Safety Flags- Fluorescent w/ Stiffener	—	—	—				
16" x 16"	—	—	—				
18" x 18"	—	—	—				
Safety Splice U Channel Sign Post System	—	—	—				
8" x 10" Upright Sign Post	—	—	—				
Stub Post & Hardware	—	—	—				
Sign Assembly Hardware	—	—	—				
U Channel	—	—	—				
Tubular Post 8'	—	—	—	13.23			
Tubular Post 10'	—	—	—	16.53			
Tubular Post 12'	—	—	—	19.84			
Sq. Post	—	—	—	NO BID			
Screw Set	—	—	—				
Super Dome Drums	—	—	—				
Molded Rubber Base	—	—	—				
Blue Net Sheeting 15"	—	—	—				
Portable Stands (3 & 4 Legs) Quadra Flex 36" Stand	—	—	—				
4" Transfer Tape	—	—	—	10.77			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
U Channels	—	—	—				
12" x 3" Heavy Gauge	12' 3lb galvanized			32.52		NO BID	
U Post	—	—	—				
U Shape Green Galvanized 10 ft. , 12 Ft.	2 lb Green			10'215: 16.00 12'215: 19.20			
Wing Bracket for All Sign Plates	—	—	—	~~4.88~~ (Hm)			
Standard 16" Wing Bracket	—	—	—	4.89			
Heavy Duty 24" Wing Bracket	—	—	—	15.24			
Temporary Barrier Fencing Roll	—	—	—	NO BID			
48" Handicap Stencil	—	—	—	NO BID			
24" x 24" Binder Signs (Folding Signs)	—	—	—	NO BID			
Barricade Lights Flashers	—	—	—	~~18.11~~ (Hm) NO BID			
Plastic Delineators (Stand Alone)	—	—	—	NO BID			
24" Safety Flags	—	—	—				
Tape Caution Buried Electrical Lines	—	—	—				
30" x 30" Roll Up Mesh Stop/ Slow Paddle	—	—	—				
Barricade Lights	—	—	—	18.11			
6' Speed Bump (Plastic)	—	—	—	NO BID			
9' Speed Bump (Plastic)	—	—	—				
9' Speed Bump – Yellow & Black (plastic)	—	—	—				
Epoxy Pads	—	—	—				
8' x 4' MDO Specialty Sign	—	—	—				
24" x 24" Barricade Marker	—	—	—				
6" x 50 yds Roll of E/E Vinyl	—	—	—	56.02			
6" x 50 yds Roll of H.I.P Vinyl	—	—	—	123.55			
Slow Moving Vehicle - 040 Aluminum (Triangle)	—	—	—	6.67			

Item	Category A- New			Category B- Accessories	Category C- Refacing of Signs		
	Reflective	High Intensity	Diamond Grade		Reflective	High Intensity	Diamond Grade
Slow Moving Vehicle - Decal (Triangle)	—	—	—	5.30	NO BID		

Bidder/Company Name: Custom Products Corp.

Address: P.O. Box 54091

City/State/Zip Code: Jackson MS 39288

Phone Number: 800 367 1492

E-Mail Address: heidi@cpcsigns.com

Cellular & Pager Numbers: 601 932-5854

Fax Number: 800 206 3444

Authorized Signature: Heidi McGee

Printed Name: Heidi McGee

Title: Bid Manager

Date: 11-26-8

EXHIBIT "C"
INSURANCE REQUIREMENTS

Client#: 6500 CUSTO6

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/02/09

PRODUCER
Barksdale Bonding & Insurance
P. O. Box 13389
Jackson, MS 39236-3389
601 981-6700

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
Custom Products Corporation
Post Office Box 54091
Jackson, MS 39288

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lafayette Insurance Company	
INSURER B: Ohio Casualty Insurance Co.	
INSURER C: Travelers Ind. Co. of Am.	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR X PD Ded:5,000 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	60318463	01/02/09	01/02/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $2,000,000 $2,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	60318463	01/02/09	01/02/10	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
B		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	EUO(10)53155045	01/02/09	01/02/10	EACH OCCURRENCE AGGREGATE	$1,000,000 $1,000,000 $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	UB9149C842	01/02/09	01/02/10	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Re: General Certificate of Insurance.

CERTIFICATE HOLDER

Hidalgo County
100 E Cano
Edinburg, TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
William L Painter

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Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
062 JUSTICE OF THE PEACE, PCT 1, PL 2							
0-1100-412-00-062-001-0-613	JP PCT 1/PL 2-SAFETY SUPPLIES	300.00	300.00	.00	.00	300.00	.00
062 JUSTICE OF THE PEACE, PCT 1, PL 2		**300.00**	**300.00**	**0**	**.00**	**300.00**	**.00**
090 DISTRICT CLERK							
0-1100-412-00-090-001-0-613	DIST CLERK-SAFETY SUPPLIES	200.00	200.00	.00	.00	200.00	.00
090 DISTRICT CLERK		**200.00**	**200.00**	**0**	**.00**	**200.00**	**.00**
130 ELECTIONS							
0-1100-414-00-130-001-0-613	ELECTIONS DEPT-SAFETY SUPPLIES	500.00	500.00	.00	.00	500.00	.00
130 ELECTIONS		**500.00**	**500.00**	**0**	**.00**	**500.00**	**.00**
200 INFORMATION TECHNOLOGY							
0-1100-415-00-200-001-0-613	INFO TECH DEPT-SAFETY SUPPLIES	500.00	500.00	.00	.00	500.00	.00
200 INFORMATION TECHNOLOGY		**500.00**	**500.00**	**0**	**.00**	**500.00**	**.00**
210 PLANNING							
0-1100-419-10-210-001-0-679	PLANNING DEPT-OTHER R&M SUPPLIES	60.00	60.00	.00	.00	60.00	.00
210 PLANNING		**60.00**	**60.00**	**0**	**.00**	**60.00**	**.00**
220 FACILITIES MANAGEMENT							
0-1100-419-40-220-001-0-613	FACILITIES MGMT-SAFETY SUPPLIES	15,000.00	15,000.00	15.96	.00	14,984.04	.11
0-1100-419-40-220-001-0-679	FACILITIES MGMT-OTHER R&M SUPPLIES	40,000.00	40,000.00	.00	.00	40,000.00	.00
220 FACILITIES MANAGEMENT		**55,000.00**	**55,000.00**	**15.96**	**.00**	**54,984.04**	**.03**
115 BUDGET AND MANAGEMENT							
0-1100-419-50-115-059-0-613	DBM-SAFETY DIV-SAFETY SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
115 BUDGET AND MANAGEMENT		**2,000.00**	**2,000.00**	**0**	**.00**	**2,000.00**	**.00**
280 SHERIFF							
0-1100-421-00-280-001-0-613	SHERIFF-SAFETY SUPPLIES	13,757.00	13,757.00	.00	.00	13,757.00	.00
0-1100-421-00-280-001-0-679	SHERIFF-OTHER R&M SUPPLIES	7,000.00	7,000.00	.00	.00	7,000.00	.00
280 SHERIFF		**20,757.00**	**20,757.00**	**0**	**.00**	**20,757.00**	**.00**
291 CONSTABLE, PRECINCT 1							
0-1100-421-00-291-001-0-613	CONSTABLE PCT.1-SAFETY SUPPLIES	400.00	400.00	.00	.00	400.00	.00
291 CONSTABLE, PRECINCT 1		**400.00**	**400.00**	**0**	**.00**	**400.00**	**.00**
294 CONSTABLE, PRECINCT 4							
0-1100-421-00-294-001-0-613	CONSTABLE PCT.4-SAFETY SUPPLIES	5,000.00	5,000.00	.00	.00	5,000.00	.00
294 CONSTABLE, PRECINCT 4		**5,000.00**	**5,000.00**	**0**	**.00**	**5,000.00**	**.00**
295 CONSTABLE, PRECINCT 5							
0-1100-421-00-295-001-0-613	CONSTABLE PCT.5-SAFETY SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
295 CONSTABLE, PRECINCT 5		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
300 EMERGENCY SERVICES							
0-1100-422-10-300-001-0-613	EMERG SRVS-FM-SAFETY SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
300 EMERGENCY SERVICES		**2,000.00**	**2,000.00**	**0**	**.00**	**2,000.00**	**.00**
280 SHERIFF							
0-1100-423-21-280-002-0-613	JAIL-SAFETY SUPPLIES	4,000.00	4,000.00	.00	.00	4,000.00	.00
0-1100-423-21-280-002-0-679	JAIL-OTHER R&M SUPPLIES	10,000.00	10,000.00	.00	.00	10,000.00	.00
280 SHERIFF		**14,000.00**	**14,000.00**	**0**	**.00**	**14,000.00**	**.00**
330 JUVENILE PROBATION							
0-1100-423-32-330-001-0-679	JUV DET HM-OTHER R&M SUPPLIES	.00	6,000.00	.00	.00	6,000.00	.00
330 JUVENILE PROBATION		**.00**	**6,000.00**	**0**	**.00**	**6,000.00**	**.00**
300 EMERGENCY SERVICES							
0-1100-429-00-300-023-0-613	EMERG SRVS-EM-SAFETY SUPPLIES	4,500.00	2,500.00	.00	.00	2,500.00	.00
300 EMERGENCY SERVICES		**4,500.00**	**2,500.00**	**0**	**.00**	**2,500.00**	**.00**
121 COMMISSIONER, PRECINCT 1							
0-1100-432-00-121-001-0-613	PCT1 SANITATION-SAFETY SUPPLIES	4,000.00	4,000.00	.00	.00	4,000.00	.00
121 COMMISSIONER, PRECINCT 1		**4,000.00**	**4,000.00**	**0**	**.00**	**4,000.00**	**.00**
122 COMMISSIONER, PRECINCT 2							
0-1100-432-00-122-001-0-613	PCT2 SANITATION-SAFETY SUPPLIES	100.00	100.00	.00	.00	100.00	.00
122 COMMISSIONER, PRECINCT 2		**100.00**	**100.00**	**0**	**.00**	**100.00**	**.00**
123 COMMISSIONER, PRECINCT 3							
0-1100-432-00-123-001-0-613	PCT3 SANITATION-SAFETY SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	7,000.00	6,800.00	670.63	.00	6,129.37	9.86
123 COMMISSIONER, PRECINCT 3		**9,000.00**	**8,800.00**	**670.63**	**.00**	**8,129.37**	**7.62**
124 COMMISSIONER, PRECINCT 4							
0-1100-432-00-124-001-0-613	PCT4 SANITATION-SAFETY SUPPLIES	800.00	800.00	.00	.00	800.00	.00
124 COMMISSIONER, PRECINCT 4		**800.00**	**800.00**	**0**	**.00**	**800.00**	**.00**
340 HEALTH & HUMAN SERVICES							
0-1100-441-00-340-001-0-613	HEALTH ADM-SAFETY SUPPLIES	3,459.00	3,459.00	.00	.00	3,459.00	.00
0-1100-441-00-340-001-0-679	HEALTH ADM-OTHER R&M SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1100-441-00-340-003-0-679	HEALTH CLINICS-OTHER R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
340 HEALTH & HUMAN SERVICES		**6,459.00**	**6,459.00**	**0**	**.00**	**6,459.00**	**.00**
115 BUDGET AND MANAGEMENT							
0-1100-461-00-115-037-0-679	INSECT ERADICATION-OTHER R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
115 BUDGET AND MANAGEMENT		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1100 GENERAL FUND							
121 COMMISSIONER, PRECINCT 1							
0-1100-466-00-121-050-0-613	PCT1 CRC-SAFETY SUPPLIES	10,000.00	10,000.00	.00	.00	10,000.00	.00
121 COMMISSIONER, PRECINCT 1		**10,000.00**	**10,000.00**	**0**	**.00**	**10,000.00**	**.00**
122 COMMISSIONER, PRECINCT 2							
0-1100-466-00-122-018-0-613	PCT2 CRC-SAFETY SUPPLIES	100.00	100.00	.00	.00	100.00	.00
0-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	285.00	.00	.00	285.00	.00
0-1100-466-00-122-082-0-613	PCT2 CRC (S.TOWER)-SAFETY SUPPLIES	125.00	125.00	.00	.00	125.00	.00
0-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	285.00	.00	.00	285.00	.00
122 COMMISSIONER, PRECINCT 2		**795.00**	**795.00**	**0**	**.00**	**795.00**	**.00**
1100 GENERAL FUND		**138,371.00**	**142,171.00**	**686.59**	**.00**	**141,484.41**	**.48**
1200 R&B COUNTYWIDE							
122 COMMISSIONER, PRECINCT 2							
0-1200-431-00-122-004-0-613	CO SHOP-SAFETY SUPPLIES	90.00	90.00	.00	.00	90.00	.00
0-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	3,500.00	3,500.00	.00	.00	3,500.00	.00
122 COMMISSIONER, PRECINCT 2		**3,590.00**	**3,590.00**	**0**	**.00**	**3,590.00**	**.00**
260 RIGHT OF WAY							
0-1200-431-00-260-001-0-613	R-O-W DEPT-SAFETY SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
0-1200-431-00-260-001-0-679	R-O-W DEPT-OTHER R&M SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
260 RIGHT OF WAY		**3,000.00**	**3,000.00**	**0**	**.00**	**3,000.00**	**.00**
1200 R&B COUNTYWIDE		**6,590.00**	**6,590.00**	**.00**	**.00**	**6,590.00**	**.00**
1201 R&B PRECINCT 1							
121 COMMISSIONER, PRECINCT 1							
0-1201-431-00-121-004-0-613	PCT1 RD ADM-SAFETY SUPPLIES	150.00	150.00	.00	.00	150.00	.00
0-1201-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	400.00	600.00	.00	.00	600.00	.00
0-1201-431-00-121-005-0-613	PCT1 P/U RD-SAFETY SUPPLIES	.00	25,000.00	363.86	.00	24,636.14	1.46
0-1201-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	.00	30,000.00	3,710.24	.00	26,289.76	12.37
121 COMMISSIONER, PRECINCT 1		**550.00**	**55,750.00**	**4074.1**	**.00**	**51,675.90**	**7.31**
1201 R&B PRECINCT 1		**550.00**	**55,750.00**	**4,074.10**	**.00**	**51,675.90**	**7.31**
1202 R&B PRECINCT 2							
122 COMMISSIONER, PRECINCT 2							
0-1202-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	800.00	800.00	.00	.00	800.00	.00
0-1202-431-00-122-006-0-613	PCT2 P/U RD-SAFETY SUPPLIES	3,386.60	3,386.60	.00	.00	3,386.60	.00
0-1202-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,510.00	20,510.00	139.71	.00	20,370.29	.68
122 COMMISSIONER, PRECINCT 2		**24,696.60**	**24,696.60**	**139.71**	**.00**	**24,556.89**	**.57**
1202 R&B PRECINCT 2		**24,696.60**	**24,696.60**	**139.71**	**.00**	**24,556.89**	**.57**

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1203 R&B PRECINCT 3							
123 COMMISSIONER, PRECINCT 3							
0-1203-431-00-123-005-0-613	PCT3 P/U RD-SAFETY SUPPLIES	11,000.00	11,000.00	250.20	.00	10,749.80	2.27
0-1203-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	45,000.00	45,000.00	5,361.07	.00	39,638.93	11.91
123 COMMISSIONER, PRECINCT 3		**56,000.00**	**56,000.00**	**5611.27**	**.00**	**50,388.73**	**10.02**
1203 R&B PRECINCT 3		**56,000.00**	**56,000.00**	**5,611.27**	**.00**	**50,388.73**	**10.02**
1204 R&B PRECINCT 4							
124 COMMISSIONER, PRECINCT 4							
0-1204-431-00-124-007-0-613	PCT4 P/U RD-SAFETY SUPPLIES	60,000.00	60,000.00	22,901.28	.00	37,098.72	38.17
0-1204-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	19,000.00	19,000.00	5,350.00	.00	13,650.00	28.16
124 COMMISSIONER, PRECINCT 4		**79,000.00**	**79,000.00**	**28251.28**	**.00**	**50,748.72**	**35.76**
1204 R&B PRECINCT 4		**79,000.00**	**79,000.00**	**28,251.28**	**.00**	**50,748.72**	**35.76**
1211 PARKS PRECINCT 1							
121 COMMISSIONER, PRECINCT 1							
0-1211-452-00-121-013-0-613	PCT1 PARKS-SAFETY SUPPLIES	4,000.00	4,000.00	.00	.00	4,000.00	.00
0-1211-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	10,000.00	10,000.00	.00	.00	10,000.00	.00
121 COMMISSIONER, PRECINCT 1		**14,000.00**	**14,000.00**	**0**	**.00**	**14,000.00**	**.00**
1211 PARKS PRECINCT 1		**14,000.00**	**14,000.00**	**.00**	**.00**	**14,000.00**	**.00**
1212 PARKS PRECINCT 2							
122 COMMISSIONER, PRECINCT 2							
0-1212-452-00-122-008-0-613	PCT2 PARKS-SAFETY SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
0-1212-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	2,500.00	2,500.00	.00	.00	2,500.00	.00
122 COMMISSIONER, PRECINCT 2		**4,000.00**	**4,000.00**	**0**	**.00**	**4,000.00**	**.00**
1212 PARKS PRECINCT 2		**4,000.00**	**4,000.00**	**.00**	**.00**	**4,000.00**	**.00**
1213 PARKS PRECINCT 3							
123 COMMISSIONER, PRECINCT 3							
0-1213-452-00-123-008-0-613	PCT3 PARKS-SAFETY SUPPLIES	1,500.00	1,500.00	.00	.00	1,500.00	.00
0-1213-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	7,500.00	7,300.00	1,524.26	.00	5,775.74	20.88
123 COMMISSIONER, PRECINCT 3		**9,000.00**	**8,800.00**	**1524.26**	**.00**	**7,275.74**	**17.32**
1213 PARKS PRECINCT 3		**9,000.00**	**8,800.00**	**1,524.26**	**.00**	**7,275.74**	**17.32**
1247 LAW LIBRARY							
100 LAW LIBRARY							
0-1247-412-50-100-001-0-679	LAW LIBRARY-OTHER R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
100 LAW LIBRARY		**1,000.00**	**1,000.00**	**0**	**.00**	**1,000.00**	**.00**
1247 LAW LIBRARY		**1,000.00**	**1,000.00**	**.00**	**.00**	**1,000.00**	**.00**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
270 HIDTA							

Account Number / Description		Original Budget	Adjusted Budget	Y-T-D Encumbrance	Y-T-D Expended	Available Balance	Percent Used
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST							
270 HIDTA							
0-1254-412-00-270-014-0-613	HIDTA US JUSTICE-SAFETY SUPPLIES	2,000.00	2,000.00	.00	.00	2,000.00	.00
0-1254-412-00-270-014-0-679	HIDTA US JUSTICE-OTHER R&M SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
270 HIDTA		**3,000.00**	**3,000.00**	**0**	**.00**	**3,000.00**	**.00**
1254 HIDTA FEDERAL SHARING-U.S. DEPT. OF JUST		**3,000.00**	**3,000.00**	**.00**	**.00**	**3,000.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC							
330 JUVENILE PROBATION							
0-1295-423-00-330-028-0-613	WESL B/C-SAFETY SUPPLIES	1,000.00	1,000.00	.00	.00	1,000.00	.00
0-1295-423-00-330-028-0-679	WESL B/C-OTHER R&M SUPPLIES	2,500.00	2,500.00	.00	.00	2,500.00	.00
330 JUVENILE PROBATION		**3,500.00**	**3,500.00**	**0**	**.00**	**3,500.00**	**.00**
1295 JUVENILE PROBATION POST-ADJUDICATION FAC		**3,500.00**	**3,500.00**	**.00**	**.00**	**3,500.00**	**.00**
0 YEAR 0		**339,707.60**	**398,507.60**	**40,287.21**	**.00**	**358,220.39**	**10.11**

AI-19427 **22.B.1.**

Precinct #1-Continuation Of Security Services-Sunset/Sunrise Parks
CC REGULAR

Date:	01/19/2010
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

Requesting approval to continue "Security Services" for Hidalgo County Precinct #1 (approved by CC on 12/29/09) in connection with the request for "One (1) Uniformed Armed Security Guard including the "Off Scheduled Item" specifically-One (1) Marked Unit through the current awarded contracted vendor "Valley Metro Security Services-C-09-013-05-19" for security services at Hidalgo County Precinct #1's Sunrise and Sunset Parks due to vandalism on equipment and in order to preserve and protect County property.

BACKGROUND

As per the Precinct, due to the on-going weather, the security fence to be installed around the Sunset/Sunrise Park, the renovations at the location site have been on hold thus causing security to be requested to secure the perimeter of the location that includes the Precinct's protable buildings, shop, vehicles and equipment. Ground continues to be wet thus delaying the cement for the security fence to be installed.

Precinct requesting for continuing services up to January 24, 2010, possibly being extended again after specified date if weather continues to cause ground to be moist.

Estimated information based on the extension request as follow: From January 13, 2010 ending January 24, 2010 from 5:00 p.m. to 5:00 a.m. at 12 hours per day for a total of 144 hours at $11.12 per hour (as per contract) for an estimated amount of $1601.28 plus the estimated cost of the "Off Schedule Unit (Marked Car)" for an amount of $137.50 for the grand total of $1738.78, subject to approval.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-00-115-002-0-350

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

BUDGETARY IMPACT:

Year 2010-Available balance as of 1-15-10 $81,000.00.

Year 2009-PO #633014-Amount available as of 1-15-10 $4,20.08 for Valley Metro Security as it relates to security services needed for the Pct. 1 Sunrise/Sunset Hill park.

Attachments

Link: Local Gov. Code

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2010 10:07 AM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 10:12 AM	APRV
3	Ivan Cantu	Ivan Cantu	01/15/2010 01:31 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Vangie Garcia

Started On: 01/13/2010 04:44 PM

Final Approval Date: 01/15/2010

§ 262.0235. PROCEDURES ADOPTED BY COUNTY PURCHASING AGENTS FOR ELECTRONIC BIDS OR PROPOSALS. The county purchasing agent, before receiving electronic bids or proposals, shall adopt rules in conformance with Section 262.011(o) to ensure the identification, security, and confidentiality of electronic bids or proposals.

Added by Acts 2001, 77th Leg., ch. 1063, § 3, eff. Sept. 1, 2001.

§ 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

(8) an item of food;

(9) personal property sold:

(A) at an auction by a state licensed auctioneer;

(B) at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code; or

(C) by a political subdivision of this state, a state agency of this state, or an entity of the federal government; or

(10) any work performed under a contract for community and economic development made by a county under Section 381.004.

(b) The renewal or extension of a lease or of an equipment maintenance agreement is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption and if:

(1) the lease or agreement has gone through the competitive bidding procedure within the preceding year;

(2) the renewal or extension does not exceed one year; and

(3) the renewal or extension is the first renewal or extension of the lease or agreement.

(c) If an item exempted under Subsection (a)(7) is

THE STATE OF TEXAS '

COUNTY OF HIDALGO '

SERVICE CONTRACT
C-09-013-05-19

THIS CONTRACT is made and entered into this 11th day of July, 2009 by and between the County of Hidalgo, Texas ("County"), and **Valley Metro Security, L.L.C.,** a Texas Limited Liability Company ("Company").

WHEREAS, Company responded to request for bids for **"Security Services for Parking Lots Owned by Hidalgo County"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance

with the Specifications within **Hidalgo County** following a request for Services by **Hidalgo County Chief Of Security, Hidalgo County Office of Budget Management and Hidalgo County Purchasing Department** or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **July 11, 2009** and ending **July 10, 2010** and may be extended at the sole discretion of County for an additional two (2) - one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company **Valley Metro Security, LLC**
Attn: Francisco J. Guerrero, President
12513 Bail Bond Drive
Edinburg, Texas 78542

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2009.

COUNTY OF HIDALGO

By:_____
Juan D. Salinas, III, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: VALLEY METRO SECURITY

By:_____

Printed Name: FRANCISCO J. GUERRERO

Title: PRESIDENT

Approved by Commissioners Court on: 05/19/09

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A" SPECIFICATIONS

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS CHECKLIST

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

1. Invitation Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications / Exhibit "B" Bid Page, consisting of 8 pages.
4. Exhibit "C" Insurance Requirements, consisting of 3 pages.
5. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
6. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
7. Certification Regarding Debarment, consisting of 1 pages.
9. Draft Service Contract.

The above mentioned items shall be found in this Request for Bids-RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail: olga.montero@co.hidalgo.tx.us to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar

Martha L. Salazar, CPPB, Purchasing Agent

February 23, 2009
Date

PURCHASING DEPARTMENT
County Of Hidalgo

February 23, 2009

_____

_____

_____

Re: REQUEST FOR BIDS FOR:
HIDALGO COUNTY- "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
RFB No: 2009-013-03-11-otm

Dear Gentlemen:

Enclosed please find a Request for Bids (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar PW

Martha L. Salazar, CPPB- Purchasing Agent
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY

BID OPENING DATE:

MARCH 11, 2009

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **" HIDALGO COUNTY – SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2009-013-03-11-otm HIDALGO COUNTY - SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m.,WEDNESDAY, MARCH 11, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2009-013-03-11-otm- RFB- HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY" .** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder

b) Name and address of receiving department or official

c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY – "SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, Auditor
2808 South Business Hwy 281
Edinburg, Texas 78539
ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**MARCH 11, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00) as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under

Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

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

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY
"SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY"
BID NO.: 2009-013-03-11-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR BIDS

SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY
RFB NO: 2009-013-03-11-otm

OVERVIEW:

The County of Hidalgo is seeking qualified contractor(s) to furnish **Security Services** for RFB-PARKING LOTS OWNED BY HIDALGO COUNTY. Services will be required on Monday-Sunday, hours will be determined by location and need.

There will be a **"Pre-Bid Meeting"** scheduled for Wednesday**, March 04, 2009, at 3:00 P.M.**, at Hidalgo County Purchasing Department, located at 2812 So. Business 281, New Administration Bldg, Edinburg, Texas. Sealed bids will be accepted until **9:30 A.M., Wednesday, March 11, 2009. ANY RFB'S RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFB NO. 2009-013-03-11-otm
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFB Number, Name and Acceptance Date.

The following outlines the Request For Bid:

SECTION I - GENERAL TERMS AND CONDITIONS

BIDDER'S AFFIDAVIT

Respondents to this RFB must submit a signed Bidder's Affidavit (attached herein in Exhibit "D") certifying that the submission is (1) not the result of Collusion as described in the Bidder's Affidavit; (2) that the Respondent does not have Conflict of Interest as described in the Bidder's Affidavit; or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Bidder's Affidavit.

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.

PROCESSING TIME FOR PAYMENT

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS

Hidalgo County's Purchasing 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 requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS

It is the responsibility of the submitter to review the Request for Bid (RFB) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

BIDS DELIVERY

Hidalgo County requires submitters, when hand delivering bids, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFB off.

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 reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING

The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

SECTION II - REQUIREMENTS

REQUEST FOR BIDS

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

CONTENTS

The required contents for the RFB are presented below in the order they should be incorporated into the submitted document.

UNDERSTANDING OF THE PROJECT:

To render "Parking Lots Security Services". Hidalgo County will direct and inform the potential awarded vendor of the numerous parking lots that will need the security services to be rendered on Monday's Only . Hidalgo County has the option to add or delete additional sites and/or locations.

BIDDER'S REQUIREMENTS

a) Security Officers will be needed to provide security services at the direction of Hidalgo County for several locations involved in this project. Services will be: Mondays – Sunday. Times will be designated by need and location.

- Parking Lot Square (100 N. Closner-Edinburg)– 1 Unarmed Security Officer
  Monday – Friday 7:00 a.m. to 6:00 p.m.
  Mondays or as scheduled an additional officer is needed from 7:00 a.m. to 6:00 p.m.
  "Jury Selection Department will require an additional guard"

- Administration Annex (100 E. Cano-Edinburg) – 1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 7:00 p.m.

- 430th District Court parking lot (Hon. Israel Ramon, Jr) 11[illegible]S. 9th street-Edinburg–
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- ~~San Carlos Warehouse – (E. 17 & 6th Street–San Carlos)–1 Unarmed Security Officer~~
  ~~Monday – Friday 10 p.m. to 7 a.m.~~
  Saturday, Sunday and Holidays 24/hr Armed Security Officer.

- Adult Probation Facility – 3100 S. Bus. 281 (Building B)-Edinburg
  1 Unarmed Security Officer, Monday-Friday 7:00 a.m. to 6:00 p.m.

- Hidalgo County Precinct #2 – Alamo Road Community Center
  1429 S. Tower Road, Alamo
  Monday – Sunday 9 p.m. to 6 a.m. - 1 Armed Security Officer

- New Administration Building (fka K-Mart Bldg.) 2802 S. Bus. Hwy 281, Edinburg
  1 Unarmed Security Officer
  Monday-Friday 7:00 a.m. to 6:00 p.m.

- Substance Abuse Facility (known as Boot Camp)-Corner of Schunior & "M" Rd.-Edinburg
  1 Unarmed Security Officer
  ~~Saturday (12:30 p.m.-3:30 p.m.)~~

b) Contractor and all security personnel must be licensed by the appropriate state and/or federal agencies. Security personnel must be licensed and trained to carry firearms.

c) Contractor must ensure coverage if and when security officers are given a meal break.

d) Vendor must comply with attached EXHIBIT "C", INSURANCE REQUIREMENTS.

e) Contractor will be required to indemnify and save Hidalgo County harmless from all claims, damages and liability arising from the activities or omissions of Contractor in performing the services described in this Request for Bids.

f) Hidalgo County reserves the right to reject any bid which does not provide satisfactory evidence of state licensing of Contractor and evidence of Contractor's status as a bonded provider of security services.

ADDITIONAL INFORMATION:

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

REQUIRED CERTIFICATES AND SUBMITTAL

Proof of any certifications, licenses, permits registrations required by federal, state and local statue regulations and all required current insurances applicable to project.

SECURITY OFFICERS

Any or all contractor's security officers who will be servicing our contract will be required to have all required licenses, permits, etc, associated in being a security officer.

DURATION OF CONTRACT

1. The initial term of the contract shall be for one (1) year period (12-months), with the County's option to renew for additional two (2) year-one year terms.

2. With the County's option to extend an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

NUMBER OF COPIES TO BE SUBMITTED

Hidalgo County requires **one (1) original submittal and three (3) copies**.

PART III - SELECTION AND SCHEDULES AND BID RATE

SCHEDULES/LOCATIONS

Hidalgo County will direct, assist and provide location sites of the parking lots. Schedule may change/vary upon Hidalgo Count's request and/or on "As Needed Basis". Hidalgo County may at any time add or delete parking locations throughout the contract term.

SELECTION PROCEDURES

The RFB shall be submitted accordingly. The County of Hidalgo is not required to select the bid with the lowest rates/fees, but shall take into consideration other factors, including past experience, evidence of good organization, references, ability to provide requested services, and any other factors found necessary for quality service.

BID RATE

Bids submitted must be on a **"PER HOURLY RATE PER DAY".**

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

BIDS SUBMITTED TO: An original and three (3) copies of RFBs should be submitted to:

Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281(New Administration Building)
Edinburg, Texas 78539

RFBs must be submitted by **no later than 9:30 a.m. on Wednesday, March 11, 2009**.

METHOD OF AWARD

Hidalgo County will consider many factors, of which **price** is only one factor. Factors listed are of importance in determining award of bid. Vendors must submit the following:

1. Per Hourly Rate Per Day on bid page.

2. Ability to meet all requirements of the bid.

3. Competence, knowledge and experience of the security officers that will be providing the services.

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: **$** _____

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: **$** _____

INSURANCE CERTIFICATES INCLUDED: **YES** _____ **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

CELLULAR & PAGER NUMBERS: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance 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.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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

COVERAGES

GENERAL LIABILITY

AUTOMOBILE LIABILITY

GARAGE LIABILITY

EXCESS LIABILITY

WORKERS COMPENSATION AND EMPLOYER'S LIABILITY

OTHER

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

30

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ _____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** Less than 125,000 annual gross receipt ☐ Black American ☐ Native American Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No
Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?:
Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
~~To Be Completed by the County~~: ~~Rec'd by (Purchasing):~~_____ ~~Date Rec'd by (Purchasing):~~ **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9** (Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ - ___ - ____

or

Employer identification number
___ - _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently 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.

DRAFT

THE STATE OF TEXAS

COUNTY OF HIDALGO

SERVICE CONTRACT
C-09-013-00-00

THIS CONTRACT is made and entered into this_____day of_____, **2009** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and_____. a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **{SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY}** for Hidalgo County (Precincts Nos. 1 & 3) (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to Hidalgo County (Precincts Nos. 1 & 3) for **" SECURITY SERVICES FOR PARKING LOTS OWNED BY HIDALGO COUNTY."** This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County.** Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one (1) year, beginning April 15, 2009 and ending on April 14, 2010 and may be extended at the sole discretion of County for an additional two (2) year-one (1) year terms, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for the next contract term.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company _____
_____
_____
_____

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

14. Any contract awarded to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to concellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this_____ day of _____, 2009.

COUNTY OF HIDALGO

ATTEST:

By:_____
Juan D. Salinas, III, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY:_____
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:

By:_____

EXHIBIT "B" VENDOR'S BID

HIDALGO COUNTY
"SECURITY SERVICES FOR PARKNIG
LOTS OWNED BY HIDALGO COUNTY"
RFB NO: 2009-013-00-00-otm

EXHIBIT "B" --- BID PAGE

PER HOURLY RATE FEE PER DAY
UNIFORMED ARMED: $ 11.12

PER HOURLY RATE FEE PER DAY
UNIFORMED UNARMED: $ 10.28

INSURANCE CERTIFICATES INCLUDED: **YES** X **NO** _____

BIDDER'S INFORMATION

BIDDER'S NAME: Valley Metro Security

ADDRESS: 12513 Bail Bond Drive

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

CELLULAR & PAGER NUMBERS: Francisco Guerrero-956-793-4807

FAX NUMBER: 956-287-7605

AUTHORIZED SIGNATURE: _____

PRINTED NAME: Francisco J. Guerrero

TITLE: President

DATE: March 10,2009

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EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/21/2009

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.
El Dorado Insurance Agency 2515 North Blvd. PO Box 66571 Houston, Texas 77266	**INSURERS AFFORDING COVERAGE** — **NAIC #** INSURER A: FIRST MERCURY INSURANCE COMPANY INSURER B: AIG LIFE INSURANCE COMPANY INSURER C: STATE FARM AUTO INSURANCE INSURER D: INSURER E:
INSURED VALLEY METRO SECURITY, LLC 12513 BAIL BOND DRIVE EDINBURG,TX 78542	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	FMMI012425	12/14/2008	12/14/2009	EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $	1,000,000 100,000 5000 1,000,000 2,000,000 INCLUDED
C		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	53-8493-V45	04/13/2009	04/13/2010	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $	2,000,000 1,000,000 1,000,000 1,000,000
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $	
A		EXCESS / UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $	CEMI00TBD	12/14/2008	12/14/2009	EACH OCCURRENCE $ AGGREGATE $ $ $ $	2,000,000 2,000,000
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ASBA-58049	06/02/2008	06/02/2009	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $	 1,000,000 1,000,000 1,000,000
		OTHER					

APR 24 2009

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AND/OR LOSS PAYEE AS RESPECTS ALL OPERATIONS OF THE NAMED INSURED FOR THE PRODUCTION. WAIVER OF SUBROGATION ARE INCLUDED ON GENERAL LIABILITY AND WORKERS COMPENSATION POLICIES IN FAVOR OF **"County Of Hidalgo"**

CERTIFICATE HOLDER	CANCELLATION
County Of Hidalgo **2812 South Bus Hwy 281** **Edinburg,TX 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE R.L. Ring, Jr./LY07

ACORD 25 (2009/01)

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EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

Valley Metro Security

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.

Valley Metro Security has no affiliation

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

Valley Metro Security has no affiliation

4

Signature of person doing business with the governmental entity

March 10,2009

Date

Adopted 06/29/2007

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:
Print Name: Francisco J. Guerrero
Title: President
Telephone Number: 956-287-7600
Date: March 10,2009

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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Form **W-9**
(Rev. October 2007)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Valley Metro Security, LLC

Business name, if different from above
Valley Metro Security

Check appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership
☑ Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ .....
☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)
12513 Bail Bond Drive

Requester's name and address (optional)
Hidalgo County
2812 S. Bus. Hwy 281, Edinburg, TX, 78539

City, state, and ZIP code
Edinburg, Texas 78542

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
: :

or

Employer identification number
74 : 2997571

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — **Signature of U.S. person** ▶ [signature] **Date** ▶ 3-11-09

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

Cat. No. 10231X — Form **W-9** (Rev. 10-2007)

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DRAFT

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☒Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☒Other City Of Houston

Indicate Certification No(s).: 1742997571100 or Are Certificate(s) Attached?: ☒Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 . Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Valley Metro Security,LLC	**Telephone No.** (956) 287-7600
dba Name: Valley Metro Security	
Legal Name: Valley Metro Security, LLC	
Mailing Address : 12513 Bail Bond Drive	**Fax No.** (956) 287-7605
Physical Address: 12513 Bail Bond Drive	
City, State, Zip Edinburg,Texas 78542	**Tax I.D. No.** 74-2997571
Remit to Address : 12513 Bail Bond Drive	**City, State, Zip** Edinburg,Texas 78542
E-Mail Address: fguerrero@valleymetro.net	
Representative(s) Name(s) & Title(s) Francisco J. Guerrero/President	

Type of Organization (check one): ____ Individual ____ Partnership ____ Corporation ____ Non-Profit
__X__ LLC ____ Sole Proprietor ____ Other, Specify
State Identification No. 74-2997571 _____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas **Date:** April 2001 **Other:**

Type of Business (check one): ____ Manufacturer ____ Wholesaler ____ Retailer ____ Broker
____ Distributor ____ Service Organization __X__ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Francisco J. Guerrero/President

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Minority **Disadvantaged Business (At Least 51% Ownership)**

Less than 125,000 annual gross receipt	Black American	Native American
Less than 250,000 annual gross receipt	XHispanic American	XWomen
Less than 499,000 annual gross receipt	Asian Pacific American	Other
XMore than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: XYes No

Indicate Certification No.(s): Attached **or are Certificate(s) attached?:** X Yes No

What type of product(s) is/are solicited by your company?: Security Guard Services

Would you like to be provided with specifications for procurements of such products?: XYes No

To Be Completed by the County: Rec'd by (Purchasing): _____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office: _____ **Entry Date:** _____ **Vendor No.:**

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DRAFT

AI-19487 **22.C.1.**

Work Authorization No.2 for South "I" Road

CC REGULAR

Date:	01/19/2010
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Purchasing Department

Information

CAPTION

Acceptance and approval of Work Authorization No. 2 for R. Gutierrez Engineering Corporation (Contract #C-09-419-10-27),with estimated fee of $11,600.00, provided by project engineer for a Phase I Environmental Site Assessment & Topographic & Boundary Survey for an approximately 10-acre tract of land located on South "I" Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1202-431-00-122-006-0-7XX

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

BUDGETARY IMPACT:

available balance in 731 is $38,719.06 and 733 is $19,680.25

as of 01/15/10.

Attachments

Link: WA #2

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2010 04:10 PM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 04:20 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 04:43 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Yolanda Cisneros Started On: 01/15/2010 02:44 PM

Final Approval Date: 01/15/2010

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 1. of the Agreement made by and between the **HIDALGO COUNTY**, acting herein by and through Commissioner's Court, hereinafter called the "**Owner**," and, **R. GUTIERREZ ENGINEERING CORPORATION**, professional engineers of Pharr, Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the **Engineer** to provide professional engineering and surveying services for a Phase I Environmental Site Assessment and a Topographic & Boundary Survey for an approximately 10-acre tract of land located on south "I" Road.

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

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

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is included in **Attachment D – Proposed Fee**. The actual amount payable for services under this Work Authorization will be in accordance with Article 6.

PART 3. PAYMENT
Payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article 9.

PART 4. FUNDING
This Work Authorization No. 2 shall be funded through funding source:

Account No. 0-1202-431-00-122-006-0-731

Requisition No. _____ (must be included after CC approval)

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto and shall terminate upon completion of the scope of services of the work as provided in Article 4.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the Agreement.

PART 7. ACCEPTANCE AND ACKNOWLEDGEMENT
This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of ___ day of _____, 2010.

ENGINEER:

R. Gutierrez Engineering Corporation

By: _____
Name: Ramiro Gutierrez, P.E.
Title: President

OWNER:

COUNTY OF HIDALGO

By: _____
Name: Hector "Tito" Palacios
Title: Commissioner Pct. No. 2

By: _____
Name: Rene A. Ramirez
Title: County Judge

LIST OF ATTACHMENTS

EXHIBIT A – Services to be Provided by the Owner
EXHIBIT B – Services to be Provided by the Engineer
EXHIBIT C – Work Schedule
EXHIBIT D – Proposed Fee

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27

Work Authorization No. 2

EXHIBIT A
Services to be Provided by the Owner

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

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

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

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

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

(4) Provide timely review and decisions in response to the **Engineer**'s request for information and/or required submittals and deliverables.

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

(6) Assist **Engineer** with obtaining permission to enter on properties for the purpose of surveying and engineering investigations for the project.

(7) Obtain Title Report of property to be surveyed.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 2

EXHIBIT B
Services to be Provided by the Engineer

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

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

Phase I Environmental Site Assessment

The Engineer will prepare an Environmental Site Assessment on the tract of land described in this work authorization. The Phase I ESA will be developed to the standards described in publication ASTM Designation E 1527 – 05. The Phase I ESA will consist of four components: a records review, a site reconnaissance, interviews and a report.

Topographic & Boundary Survey

The Engineer will secure written permission to enter private property for the purpose of performing surveying services.

Topographic Surveying. The Engineer will establish primary Project control for field surveying by establishing horizontal and vertical control points, and perform a detailed topographic survey of the project. All surveying will be tied to the State Plane Coordinate System.

The Engineer will provide the following:

1) Vertical and Horizontal Control. Establish vertical and horizontal control by setting a benchmark (BM) and tying it to a permanent BM monument with a known elevation. BM is to be set adjacent to the property within the South "I" Road right-of-way in a location to suit field conditions, using Global Positioning System (GPS) survey, and in a location that will be undisturbed by future construction.

2) Topography. Obtain a topographic information survey of the entire approximately 10-acre tract of land; provide location, size, height, and depth and/or length and description of topographic features to include, but not limited to the following: driveways, signs, light poles, mail boxes, all fences (including metal beam guard fence and turndowns), utilities (type, owner, location, and depth), riprap, existing right of way lines, private property lines, etc.. Drainage elements to include: flow lines and/or top of structures for drain pipes, inlets, manholes, other miscellaneous structures and ditches.

Boundary Surveying

The Engineer, utilizing the services of a Registered Public Land Surveyor, will develop a boundary survey for the Owner to use in acquiring rights to the property. The surveyor will utilize ownership information obtained from an independent contractor or provided by the Owner in developing the boundary survey. The surveyor will perform field surveying to establish the existing boundary lines and easement boundaries. The surveyor will prepare field notes and parcel sketches, signed and sealed by a Registered Professional Land Surveyor, for the property surveyed. The surveyor will perform any necessary revisions to the boundary survey, field notes and parcel sketches as may be required.

The survey work will consist of: one survey plat with three (3) tracts; and, one easement boundary survey and exhibit.

HIDALGO COUNTY
Professional Engineering Services
Contract # C-09-419-10-27
Work Authorization Form

Work Authorization No. 2

EXHIBIT C
Work Schedule

The schedule for the work in this Work Authorization shall commence on the date of execution of this Work Authorization and continue for:

(1) a period which may reasonably be required for performing the topographic and boundary surveying and Phase I ESA services called for as described in Exhibit B of this Work Authorization including any extra work and any required additions thereto; or

(2) a period extending 12 months after the completion of the services called for as described in Exhibit B of this Work Authorization.

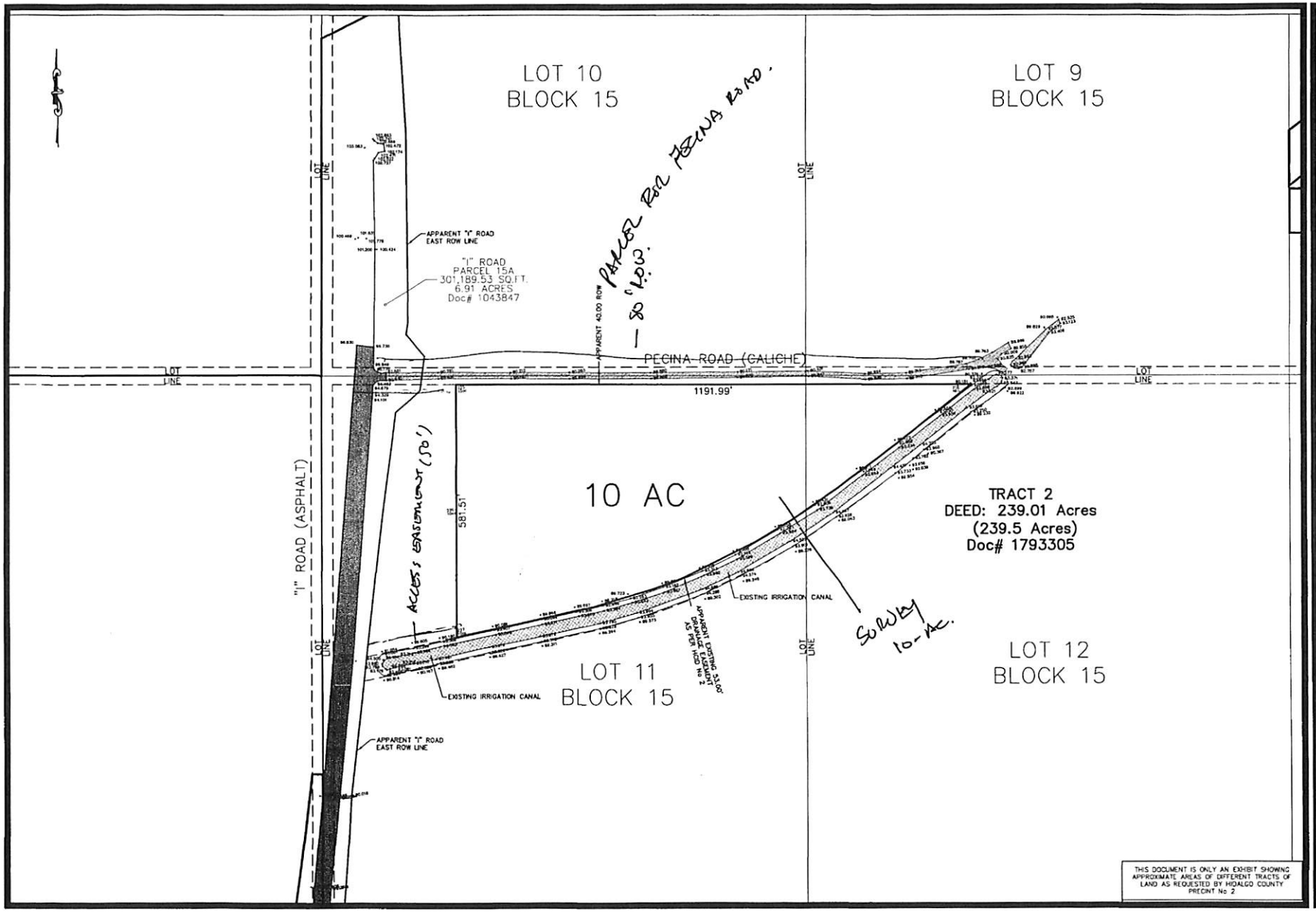
The final acceptance by the Owner of each phase of work on the Project shall serve as evidence of completion of that phase of work on the Project.

Exhibit D

Boundary Survey
and
Phase I Environmental Site Assessment

Estimated Fee

TASK	COST
Topographic and Boundary Survey & Phase I ESA Services Fee	
TOPOGRAPHIC SURVEY	$1,200
BOUNDARY SURVEY	$3,200
EASEMENT SURVEY AND EXHIBIT	$1,200
PHASE I ENVIRONMENTAL SITE ASSESSMENT	$6,000
TOTAL (Suveying Services Fee)	**$11,600**



HIDALGO COUNTY
PLANNING DEPARTMENT

PRECINCT 2 DRAINAGE PROJECT

EXHIBIT SHOWING 10 ACRES OUT OF 239.01 ACRES AS PER DOC # 1793305

SCALE: 1"=200'
DATE: 7/11/23
DRAWN BY: L.ALDOCHEA
FORMATTED BY: E.ESPIN
REVISED BY: E.ESPIN
CHKD BY: E.PIZARRO
PROJECT FILE:

SHEET:
3 OF 3

AI-19429 **22.D.1.**

Work Authorization -FMV Appraisal-Disposition of former Pct. #3 Adm. & Shop Complex through Sale

CC REGULAR

Date:	01/19/2010
Submitted By:	Gricelda Villarreal, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Requesting approval of Work Authorization No. 2 with Leonel Garza Jr., (contract #C-09-343-10-06) for a "Fair Market Appraisal" (as approved by CC on 11-24-09) for the disposition of the former Precinct #3 Administrative Offices and Shop Complex so as to establish/set the "minimum acceptable bid amount" with ratification of PO #632694 in the amount of $2,000.00 (processed but as yet not released).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Refer to AI - 19475 transfer of $2,000.00 (1/19/10 CC). P.O. #632694 (FY 2009) funds in the amount of $2,000.00.

Attachments

Link: WA 2

Link: AI 18644

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 03:02 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 03:56 PM	APRV
3	Perla Lopez	Perla Lopez	01/15/2010 08:59 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/13/2010 04:49 PM

Final Approval Date: 01/15/2010

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-343-10-06
Work Authorization Form

WORK AUTHORIZATION NO. 2

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the East 53.0 feet of Lot 1, 2, and 3 and all of Lots 4, 5, 6, 7, 8, and 9 and that former City Alley lying East of Lots 2, 3, and west of Lots 4, 5, 6, 7, 8, and 9 all in Block 212, Original Townsite of Mission, Hidalgo County (Hidalgo County Administration & Shop Complex) of which will consist of approximately 1 individual report.

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. #-####-###-##-###-###-#-###
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. # _2_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3
BY: _____
Joe M. Flores, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE APPRAISER:
LEONEL GARZA JR.& ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" - Service to be Provided by the Appraiser
ATTACHMENT "B" - Payment/ Fee Schedule
ATTACHMENT "C" - Insurance Requirements provided by Appraiser
ATTACHMENT "D" - Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals of the East 53.0 feet of Lot 1, 2, and 3 and all of Lots 4, 5, 6, 7, 8, and 9 and that former City Alley lying East of Lots 2, 3, and west of Lots 4, 5, 6, 7, 8, and 9 all in Block 212, Original Townsite of Mission, Hidalgo County (Hidalgo County Administration & Shop Complex) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals of the East 53.0 feet of Lot 1, 2, and 3 and all of Lots 4, 5, 6, 7, 8, and 9 and that former City Alley lying East of Lots 2, 3, and west of Lots 4, 5, 6, 7, 8, and 9 all in Block 212, Original Townsite of Mission, Hidalgo County (Hidalgo County Administration & Shop Complex) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3.

Appraisal Report Cost

$ 2,000.00
± 1 Appraisals @ $2,000.00 Per Parcel
= $2,000.00

Included Per Parcel:
1. (3) Original Appraisal Reports
2. (1) Original Appraisal Report with Invoice

Additional Original Reports

$ 150.00 Per Original Copy
This cost shall apply for additional original (color) copies required by the County of Hidalgo.

Updated/Revised Reports

$ 1,000.00 Per Parcel
This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.

Condemnation Hearing Cost

Hourly Rate = $ 150.00 Per Hour
Hourly rate shall apply to any and all preparation time required for the condemnation hearing.

Appeals Court / Trial

Hourly Rate = $ 250.00 Per Hour
Plus Expenses

Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}

AI-18644 H.

Surplus of Property for Disposition through Sale

CC CONSENT

Date:	11/24/2009
Submitted By:	Marty Salazar, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Purchasing only:	Prct. 3

Information

CAPTION

1. Requesting the surplus of the former Pct. #3 Administration and Shop Complex located at 400 W. 13th Street Mission, Texas for the purpose of disposition through sale or exchange project #2009-483-12-00-09-CV;

2. Pursuant to Texas Local Government Code Chapter 273, including, but not limited to:

a. Under 273.001 (a) - requesting authority to publish an ad for the Sale of the property described as the former Pct. #3 Administration & Shop Complex; and,

b. Under 273.001 (b) - requesting authority to sell the property described as the former Pct. #3 Administration & Shop Complex;

c. authority to request a fair market value appraisal for the property describe as the former Pct. #3 Administration & Shop Complex through the Pct.'s current awarded appraiser in order for CC to determine the minimum bid amount.

BACKGROUND

Appraisal cost is $2,000.00; contract no. C-09-343-10-06.

Fiscal Impact

FISCAL YEAR: 2009 ACCT. #: 9-1203-431-00-123-004-0-339

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

BUDGETARY IMPACT:

Please refer to AI - 18702 transfer of $2,000.00 (11/24/09 CC) to cover appraisal cost.

Attachments

Link: Pct. 3 Old Adm.&Shop

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/19/2009 02:28 PM	APRV
2	Budget & Management	Erika Zamora	11/19/2009 02:44 PM	APRV
3	Perla Lopez	Perla Lopez	11/20/2009 04:08 PM	APRV
4	Auditor's Office		11/20/2009 05:11 PM	NEW

Form Started By: Marty Salazar Started On: 11/18/2009 04:53 PM

Final Approval Date: 11/20/2009

AI-19433 **22.D.2.**

Requesting Work Auth. #1 Leonel Garza Jr. & Assoc.-La Homa Ranch Citrus Groves Subd. Unit #2

CC REGULAR

Date: 01/19/2010
Submitted By: Rocio Villarreal, PURCHASING DEPT.
Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Sub-category:** Prct. 3

Information

CAPTION

Acceptance and approval of Work Authorization No. 1 (with an estimated cost of $2,000.00) as submitted by project appraiser, Leonel Garza Jr. & Associates, LLC for appraisal services for "La Homa Ranch Citrus Groves Subdivision Unit No. 2" within Hidalgo County Pct. No. 3 through Contract #C-09-343-10-06.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1203-431-00-123-049-0-719
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Available funds as of 1/14/10 is $325,000.00.

Attachments

Link: Leonel Garza WA#1

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 02:24 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 02:29 PM	APRV
3	Perla Lopez	Perla Lopez	01/15/2010 08:33 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Rocio Villarreal Started On: 01/13/2010 04:59 PM

Final Approval Date: 01/15/2010

HIDALGO COUNTY

Professional Appraisal Services
Contract C-09-343-10-06
Work Authorization Form

WORK AUTHORIZATION NO. 1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, **"Leonel Garza Jr. & Associates LLC"**, professional appraiser of McAllen, Texas, hereinafter called **"Appraiser".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Appraiser** to provide appraisal reports corresponding to the Texas Department of Transportation Form A-5 and or A-6 format for the 2.00 Ac tract of land out of Lot 80, Block 2, La Homa Ranch Citrus Groves Subdivision Unit No. 2 (Cam Vacuum Oilfield Service LLC) of which will consist of approximately 1 individual report.

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $2,000.00. This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "B".**

PART 3. PAYMENT

Compensation and payment to the Appraiser for the services established under this Work Authorization shall be made in accordance with Article/Part/Section ___3___ of the Agreement.

PART 4. FUNDING

This Work Authorization No. 1 shall be funded through funding source:
Account No. 0-1203-431-00-123-049-0-719
Requisition Number _____ **(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No. 3 Commissioner Joe M. Flores as to content and detail of this Work Authorization No. # _1_.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO. 3
BY: _____
Joe M. Flores, County Commissioner

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on _____ as indicated below and effective as of _____ day of _____, 2010.

THE APPRAISER:
LEONEL GARZA JR.& ASSOCIATES LLC

_____
By: Leonel Garza III, Appraiser

THE OWNER:
HIDALGO COUNTY

_____
By: Rene A. Ramirez, County Judge

ATTEST:

_____
by: Arturo Guajardo, Jr. - County Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" -	Service to be Provided by the Appraiser
ATTACHMENT "B" -	Payment/ Fee Schedule
ATTACHMENT "C" -	Insurance Requirements provided by Appraiser
ATTACHMENT "D" -	Work Authorization Form

ATTACHMENT "A" SERVICE TO BE PROVIDED BY THE APPRAISER

Right-of-Way Acquisition Appraisals of a 2.00 acre tract of land out of Lot 80, Block 2, La Homa Ranch Citrus Groves Subdivision Unit No. 2 (Cam Vacuum Oilfield Service LLC) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3. All communication and correspondence shall be included within the body of the appraisal report. Each report shall be performed on a Texas Department of Transportation A-5 and or A-6 form as applicable and shall follow similar guidelines for personal contact with owners of record prior to on-site inspection.

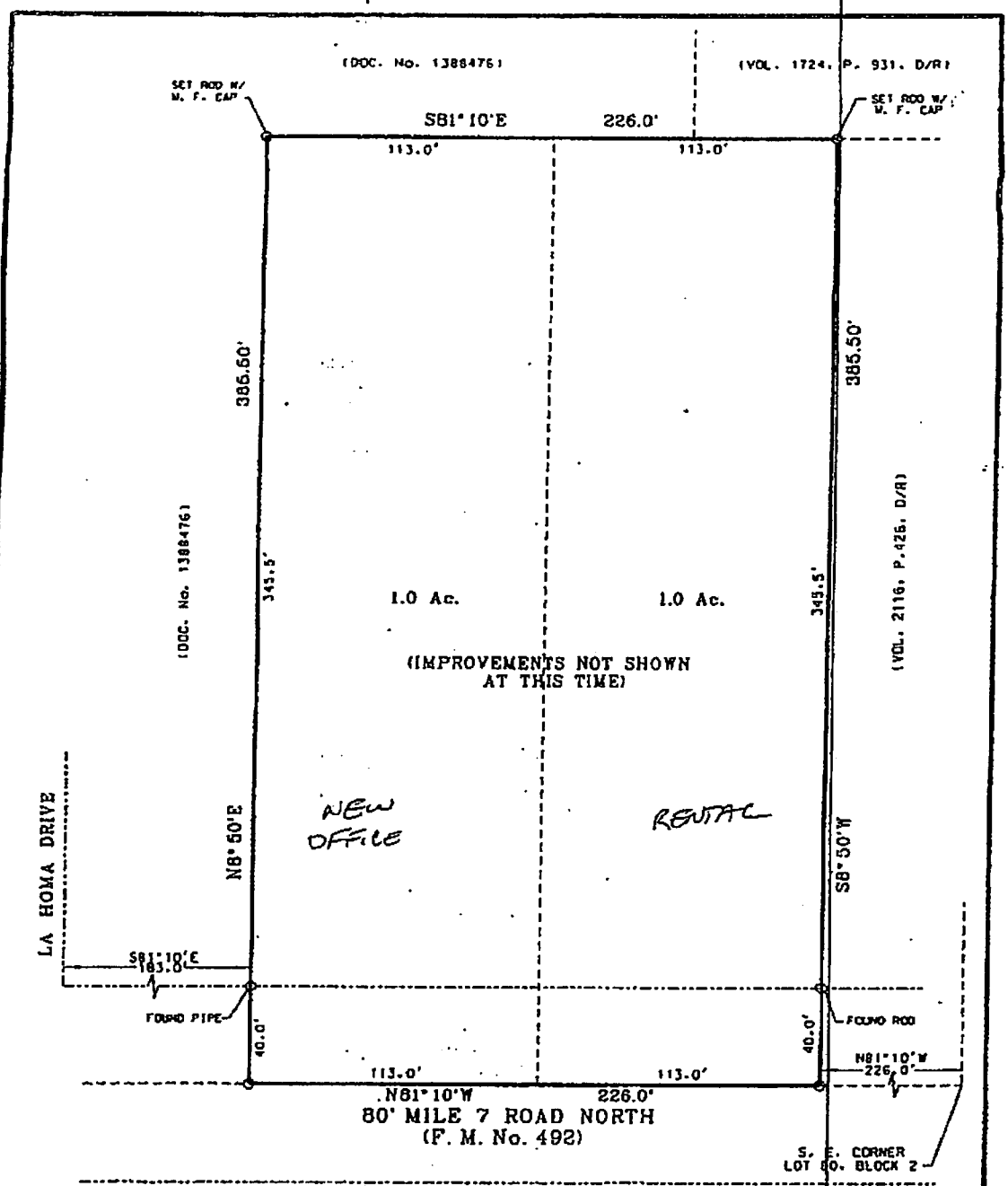
ATTACHMENT "B" - Payment/ Fee Schedule

Right-of-Way Acquisition Appraisals of a 2.00 acre tract of land out of Lot 80, Block 2, La Homa Ranch Citrus Groves Subdivision Unit No. 2 (Cam Vacuum Oilfield Service LLC) specified for approximately 1 report to be performed by the reasonable deadline specified by Leonel Garza III and the Hidalgo County Precinct No. 3.

Appraisal Report Cost	**$ 2,000.00** ± 1 Appraisals @ $2,000.00 Per Parcel = $2,000.00 Included Per Parcel: 1. (3) Original Appraisal Reports 2. (1) Original Appraisal Report with Invoice
Additional Original Reports	**$ 150.00 Per Original Copy** This cost shall apply for additional original (color) copies required by the County of Hidalgo.
Updated/Revised Reports	**$ 1,000.00 Per Parcel** This cost shall apply when a major change to the survey and or correction of the survey and or right-of-way map has been performed after the completion of the appraisal report. These revision cost shall be discussed with the Precinct prior to billing. Minor revisions to a parcel report will be billed on a case by case basis depending on complexity of the revision.
Condemnation Hearing Cost	**Hourly Rate = $ 150.00 Per Hour** Hourly rate shall apply to any and all preparation time required for the condemnation hearing.
Appeals Court / Trial	**Hourly Rate = $ 250.00 Per Hour** ***Plus Expenses*** Hourly rate shall apply to any and all preparation time, depositions, and consulting required for an appeal of a Condemnation Hearing to a bench or jury trial.

ATTACHMENT "C"-INSURANCE REQUIREMENTS PROVIDED BY APPRAISER

{ON FILE WITH HIDALGO COUNTY PURCHASING DEPARTMENT}



PLAT BASED ON SURVEY
DONE 1-25-2006

I, MICHAEL FABIAN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP.

MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS

COPYRIGHT MICHAEL FABIAN SURVEYING, INC. 2006. INVALID WITHOUT AN ORIGINAL SIGNATURE AND EMBOSSED SEAL PER SECTION 1001.10 & 1001.12 OF THE PROFESSIONAL LAND SURVEYING PRACTICES ACT ENACTED UNDER ARTICLE 5282 C VERNONS TEXAS CIVIL STATUTES.

MAP
SHOWING
TWO 1.0 AC. TRACTS OF LAND
OUT OF LOT 60, BLOCK 2,
LA HOMA RANCH CITRUS GROVES,
UNIT No. 2,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 8, P. 9, M/R

PREPARED BY
MICHAEL FABIAN SURVEYING, INC.
TEL. (956)630-1432
320 N. 15TH ST.
McALLEN, TEXAS 78501
FAX (956)687-4080

MICHAEL FABIAN
REGISTERED PROFESSIONAL
LAND SURVEYOR

W. O. # 1073
BK. PG.
SCALE 1" = 50' DATE 4-3-2006

Rate Codes: 3000

SCHEDULE A

GF No.: 3129610 Date of Policy: June 14, 2007 at 3:26 PM
Mortgagee Policy No.: 5504048-2092

Amount of Insurance: One Million Three Hundred Fifty Thousand dollars and Zero cents- ($1,350,000.00)

Premium: ($7,186.00)

1. Name of Insured:

   FIRST NATIONAL BANK

2. The estate or interest in the land that is insured as encumbered by the insured mortgage is:

   FEE SIMPLE

3. Title to the estate or interest in the land is insured as vested in:

   CAM VACUUM OILFIELD SERVICE, LLC, a Texas Limited Liability Company

4. The Insured mortgage and assignments thereof, if any, are described as follows:

   Deed of Trust dated December 27, 2007, executed by Cam Vacuum Oilfield Service, LLC., a Texas limited liability company to M. V. McCarthy, Trustee, securing the payment of one note of even date therewith in the principal sum of $1,350,000.00, payable to First National Bank; Said Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas, on January 14, 2008, under Clerk's File No. 1845278, Official Records, Hidalgo County, Texas.

5. The land referred to in this policy is described as follows:

   TRACT I:

   A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, more particularly described by metes and bounds as follows:

   COMMENCING, at the Southeast corner of Lot 80;

   THENCE, North 81 degrees 10 minutes West, 339.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

   THENCE, North 8 degrees 50 feet East, 385.5 feet, to the Northeast corner of this tract;

   THENCE, North 81 degrees 10 minutes West, 113.0 feet, to the Northwest corner of this tract;

   THENCE, South 8 degrees 50 minutes West, 385.5 feet to the Southwest corner of this tract and the South line of said lot 80;

   THENCE, South 81 degrees 10 minutes East, 113.0 feet, along the South line of Lot 80, to the POINT OF BEGINNING and containing 1.00 acre of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

TRACT II:

A 1.00 acre tract of land out of Lot 80, Block 2, LA HOMA RANCH CITRUS GROVES SUBDIVISION UNIT NO. 2, Hidalgo County Texas, according to map thereof recorded in Volume 8, Page 9, Map Records of Hidalgo County, Texas; said tract of land being more particularly described by metes and bounds as follows:

COMMENCING at the Southeast corner of Lot 80;

THENCE, North 81 degrees, 10 minutes West, 226.0 feet, along the South line of Lot 80, to the Southeast corner and the POINT OF BEGINNING of this tract;

THENCE, North 8 degrees, 50 minutes East, 385.5 feet to the Northeast corner of this tract;

THENCE, North 81 degrees, 10 minutes West, 113.0 feet to the Northwest corner of this tract;

THENCE, South 8 degrees, 50 minutes West, 385.5 feet to the Southwest corner of this tract;

THENCE, South 81 degrees, 10 minutes East, 113.0 feet along the South line of Lot 80, to the POINT OF BEGINNING.

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override or alter the insuring provisions of item two (2) of Sch B hereof.

AI-19417 **22.E.1.**

Final Negotiated Agreement with Drake Communications Inc-Interactive Voice Response System

CC REGULAR

Date: 01/19/2010
Submitted By: Gricelda Villarreal, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Elections

Information

CAPTION

Acceptance and approval of the negotiated service contract (reviewed and approved as to form by legal counsel) which includes a best and final offer, with Drake Communications Inc. for Interactive Voice Response System for Elections Department.

BACKGROUND

IVR total cost is $74,900.00

Fiscal Impact

FISCAL YEAR: 9 **ACCT. #:** 9-1283-414-00-130-018-8-743
FUNDS AVAILABLE Y/N?: Y/pending **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

available balance is $37,450.00 as of 01/15/10.

**pending transfer AI-19252 CC 01/12/10 for $37,450.00

Funding will be available once the grant has been carried over to 2010.

Attachments

Link: BAFO Drake

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/14/2010 01:48 PM	APRV
2	Budget & Management	Erika Zamora	01/14/2010 01:50 PM	APRV
3	Roland Garcia	Rolando Garcia	01/15/2010 01:53 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Gricelda Villarreal Started On: 01/13/2010 03:50 PM

Final Approval Date: 01/15/2010

Cris Villarreal

From: Cecil Drake [cdrake@drakecommunications.com]
Sent: Tuesday, January 12, 2010 7:32 PM
To: Cris Villarreal
Cc: yvonne ramon; Veronica Lopez
Subject: RE: Best and Final Offer for IVR Project

Our best and final offer will be the same as bid. We will deliver first draft of scripts on or before the day we are notified the PO is approved. We will be ready to deliver the product within 14 days from approval of scripting, or if telephone connections are not available at that time, we will deliver within 5 days of notice that proper connectors are in place. An actual date will be worked out to the convenience of the Elections Department. Installation will take less than 4 hours once on site and training will take no more than 1 day.

Should you need us to resubmit our pricing section just e-mail that request back to me and we will comply.

We have provided connector information in our bid however should your telecommunications department wish to speak to me personally my cell phone is 469-853-6350.

Cecil Drake
President
Drake Communications, Inc.
2435 Squire Place Suite 400
Dallas, TX 75234
(972) 243-2500 x 325
Direct: (214) 206-3326
Cell: (469) 853-6350
Fax: (972) 247-2872
CDrake@DrakeCommunications.com

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, January 12, 2010 4:54 PM
To: Cecil Drake
Cc: 'yvonne ramon'; 'Veronica Lopez'
Subject: Best and Final Offer for IVR Project
Importance: High

Mr. Drake,

Please see attached file.

Thank you,

Gricelda (Cris) Villarreal, Buyer II
Hidalgo County Purchasing Department
Ph: 956-318-2626 or 956-292-7000, ext. 4867
Fax: 956-318-2629
email: cris.villarreal@co.hidalgo.tx.us



Drake Communications Inc.

2435 Squire Place Suite 400
Dallas, Texas 75234
(972) 243-2500 Fax (972) 247-2872

Service (214) 206-3315
Dallas (214) 206-3333
Metro (817) 461-8800

Specialists in High Volume Call Processing Applications

December 19, 2009

Martha L. Salazar
CPPB, Purchasing Agent
Hidalgo County
2812 S. Business Hwy 281
Edinburg, TX 78539

Dear Mrs. Salazar,

Pricing includes all installation, training, applications writing, and script writing and recording. Delivery of the system will be approximately 30 days from date of order depending on our workload and your responsiveness to our questions about scripting. The system will first be recorded in our offices and you will be given a number to call so that you may listen to and approve recordings. All systems come with Spanish as a second language track, at no cost. This would mean all callers would have to make a language choice before receiving any information, you must ask for this option to receive it.

Training

Little training is necessary as we will manage and update your system to handle the needs as they develop day to day using as a base our 5-track information system for different situational needs as they occur during the voting cycle. However you will need to be trained on:

1. How to create new or change existing recordings.
2. How to print and understand reports.
3. How to reboot the system.
4. Other day-to-day duties that might be necessary to run the system.

Ongoing Costs

Drake Communications will handle as part of your purchase price, all day-to-day IVR chores during the first year after purchase. In future years, this complete maintenance continues through our Expert Management Agreement.

Data Needs

The ongoing database management is to be maintained by Drake Communications once it has been presented to us on CD-ROM, or transmitted to us via our FTP site, in an ASCII, comma or tab delimited format. This particular operation needs to be done after the close of each voter registration that you want updated look up for. When you complete your registration closing and approve that list, the registered voter data should be pulled to a file as detailed in the database format attachment and sent to us. We format the information so that the IVR can work with it, and we eliminate any duplicates of which there will be approximately two to five percent in most cases. Database preparation is included in your Expert Management services.

Installation/Telecom Needs

The Keystone system connects through an amphenol connector on a 25-pair cable. We provide a female connector with the first 16 pair used to connect to our 16-port card. For each 16 ports of system you wish, a connecting cable would be necessary. A typical installation from the telecom service provider would be an RJ-21X jack with an attached 25 pair cable approximately 6 feet long and presenting for connection a male connector of which the first 16 pair are hot. The preferred type of telephone service is a terminal hunt group, which always rings the first number, which, if busy, hunts downward for the first free line (if no lines are free, the caller receives a busy signal). These lines should be call forwarded on a ring no answer status to the same number to which we transfer requests for live assistance. This provides back up in case the system fails to answer. The system also requires a dedicated phone number for modem access which number should be presented on a RJ-11 jack. We can connect directly to analog stations of any telephone switch.

Script Creation

The Keystone system is assembled and work begun on the script upon receipt of your purchase order. Script creation begins with us furnishing you with samples of scripts currently used in other counties, as well as a generic script that is the framework from which we build your script. We will need a contact person with whom to work (either in person or by telephone) on these scripts and to determine the flow of calls through the application.

Warranty/Maintenance

At the time of purchase you will receive Expert Management Agreement services for the first 12 months included in the system price. This will have an annual renewal fee.

Expert Management Agreement provides complete maintenance of the Keystone IVR, including: hardware, troubleshooting and repair, recordings including polling locations, menus (menu changes to be designed by customer) creation of Keystone IVR compatible database from voter data provided by customer, system back up services and rebuilding of lost application files. This includes unlimited hours per year. If a trip to site is required a $400.00 trip charge applies.

As part of our Expert Management Agreement, D.C.I. will implement menu changes (recording, routing) with written notification or written confirmation of phone request from customer. D.C.I. will also handle program changes to fit situation specific needs. In short, with just a small amount of help from you we will maintain your entire system, application, software, and hardware. We will present a professional face for your department to be proud of and your public will love the ease and convenience with which they can now get information.

All Maintenance Agreements run from date of Delivery. Script writing and new application development incur normal billing charges of $120.00 per half hour.

Hardware

Keystone is housed in an industrial grade computer, rack mountable in a 19" rack or can be placed on a desktop. It has an internal modem, allowing for remote diagnostics and repairs. Approximately 95% of all repairs can be done remotely. We provide service 365 days a year, 24 hours a day. We have a record of customer service in the high volume call-processing field, which is our specialty, since 1985. You will notice in our Expert Management Agreement, we expect to respond to emergencies within two (2) hours (24 hours a day) and non-emergencies within eight (8) working hours. We rarely miss these goals.

Options

Registered Voter look-up Text To Speech option:

Callers may confirm their Voter Registration status at any time, off election etc. They input their date of birth and the house number at which they are registered. WHEN THE SYSTEM FINDS THE MATCH, IT READS FROM THE DATA FILE, IN ITS COMPUTER VOICE, THE NAME OF THE PERSON REGISTERED, AND THE PRECINCT IN WHICH THEY VOTE. At Election time, the registered voter is also provided with the assigned Election Day voting location. This either confirms the person is registered or, if not found, enables caller to transfer for assistance or move to information on procedures on getting registered, ordering a voter registration form, or updating registration with current address, etc. This option is included in the bid.

POLL WORKERS can use the system to confirm registration of a person who shows up at a polling place but is not on the voting list at that location. By calling into the IVR the poll worker can confirm if that person is registered and if so obtain their polling place, therefore hopefully redirecting them to the appropriate polling location, or knowing which ballot to supply the voter or if necessary, providing the opportunity to vote a provisional ballot. This option is not included in the bid but could be added for $5,750.00.

Outreach Contact Dialer

This option uses existing lines connected to the IVR that are not currently being used for incoming call service to automatically place outgoing calls.

This option can be an enormously successful time saver for: notification to poll workers that supplies are ready and where to pick them up, the ability to call poll workers with information on training classes, telephone notification to the polling place provider the day before an election as a reminder to be on site so poll workers have access to the polling place on Election Day.

When the DC Board of Elections and Ethics, in Washington DC installed their new system, they had an unusual problem that has lead to new uses for this option. The contractor that printed the voter packet mailed to each registered voter made an error, printing the wrong polling location to 5 different precincts. By using the phone number in the registered voter data list of the affected precincts, we were able to quickly develop an out dial program and verbal message which allowed the IVR to call everyone in those precincts and verbally tell them of the problem and correct the polling place information they had received by mail.

Another county had a Court order to extend polling place hours that came on Election Day. The Outreach Contact Dialer dialed all the polling places and alerted the elections judges of the extended hours without tying up a single worker. This option is routinely used to mass communicate with Election Judges immediately prior to and on Election Day for all kinds of information dissemination. This option is included in bid.

Elections Administrator Reporting Package

This optional reporting package is designed to support the Elections Administrator, in knowing how to better serve the public and give the elections commission details on how the system is saving the department money everyday. It includes such things a reports on how many callers were answered by the system, to which areas of the system did callers visit, if requesting a polling place location how many received the information requested, if inquiring about their registration how many received the information they requested. How much time do callers spend in the IVR system getting information that would require live assistance otherwise. How many total callers visited the call center IVR and of that number how many still need operator assistance. These reports can be pulled for any time frame from hours up to one year of past activity. This option is included in bid.

Redundancy

If you would like to add redundancy to your system to ensure a more fail proof operation, we offer a RAID 5 version of the Keystone IVR. This gives you a three-hard drive system with data striped across all three drives. In the event any one drive fails we always have enough information on the two remaining drives to go on. It also provides two power supplies providing back up power from the second power supply if the first one fails. These are the two most likely problems you could experience with your system. Both the hard drives and the power supplies are external pull and plug units and hot swappable, without stopping service. This option is included in bid.

Voice Mail Services

If your present phone system does not offer voice mail, the Keystone IVR has a voice mail component which you may choose to enable at no cost. It also has a Unified Message Service which converts your voice mail messages to a wave file and sends them to your Outlook Inbox where you can listen to them over your computer speakers, by simply clicking on the message as you would an e-mail. This Unified Message Service is not included in bid but could be added as an option at $2,500.

Satisfaction Commitment

We are used to dealing with customers from East Coast to West Coast. We have no unsatisfied users of our product and as customer service is foremost in the minds of all of our customers, therefore it is foremost in ours. You will be happy, and your calling public will be happy, with our level of customer service. Should you have any additional questions please do not hesitate to call me, as I would be most happy to go over any of the above with you any time.

Sincerely,

Cecil Drake

Cecil Drake
President

PROPOSAL
INTERACTIVE VOICE REPONSE

QTY	DESCRIPTION	PRICE
1	Keystone 16 port Voter Information Interactive Voice Response System	$59,500.00
1	Keystone Outreach Caller Software package	4,500.00
1	Keystone Text to Speech Conversion Software package	N/C
1	Keystone Elections Administrator Report Package	5,900
1	Keystone Expert Management package for 1 year from date of install	N/C
1	Raid 5 upgrade providing triple hard drives and dual power supplies	5,000.00
	Total	**$74,9000.00**

**** Our Expert Management agreement is billed on an annual basis after the first year at $4,200.00 per year (for a 16-port system) and is renewable for 3 or 5 years.***

OPENED
9:47 am
12-23-09
Witnessed

AI-19416 **22.F.1.**

Turnkey Solution-Automated Tax Collection System for Hidalgo County Tax Office-RFP Project

CC REGULAR

Date:	01/19/2010
Submitted By:	Olga Montero, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Tax Office

Information

CAPTION

Approval of modifications to procurement packet (i.e. legal notices, specifications, requirements, etc.) as requested by Tax Assessor Collector for-Turnkey Solution for an Automated Tax Collection System for Hidalgo County (previously approved by CC on 1-12-10).

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding will be determined as contract is completed and executed. Available balance as of 1/15/10 is $41,000.00.

Attachments

Link: memo from tax office

Link: legal notice

Link: 1 of 2 part SPECIFICATIONS

Link: 2 OF 2 part SPECIFICATIONS

Form Routing/Status

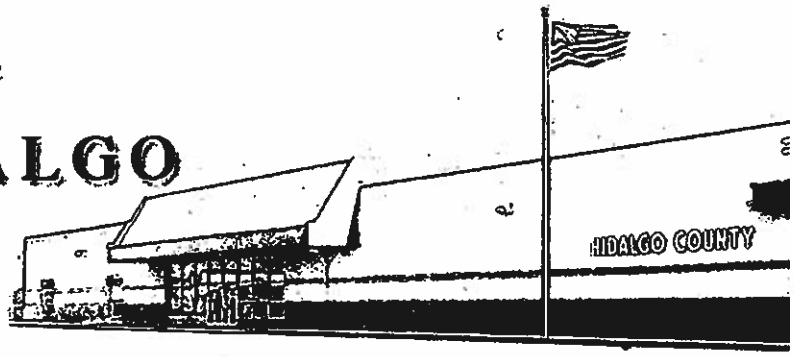
Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2010 09:58 AM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 10:12 AM	APRV
3	Perla Lopez	Perla Lopez	01/15/2010 10:48 AM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Olga Montero Started On: 01/13/2010 03:26 PM

Final Approval Date: 01/15/2010

Office of Tax Assessor - Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

MEMORANDUM

TO: Ms. Marty Salazar,
Purchasing Dept.

CC: Ms. Olga Montero, Buyer II

FROM: Armando Barrera Jr., RTA

DATE: January 13, 2010

SUBJECT: RFP for Tax Collection System

Please make the following modifications to the RFP:

1.) Revise legal notice #5 to reads as follows:

5 - For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job-site before preparing the proposal and thoroughly familiarize himself/herself with the existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

2.) Please add to the specifications that the vendor must arrange to visit the job site. (Refer to legal notice #5.) Vendor must make arrangements to visit prior to submitting the RFP. For arrangements please contact Mr. Armando Barrera Jr., RTA at #956-289-7455, P.O. Box 178, Edinburg, Texas 78540.

3.) As part of the specifications we are requesting a pre-proposal conference meeting.

Thank you.

RFP NO: 2010-037-02-10-otm	BUYER: OLGA T. MONTERO	Tel. No: (956) 318-2626 x-4859

REQUEST FOR PROPOSALS

HIDALGO COUNTY TAX OFFICE

"AUTOMATED TAX COLLECTION SYSTEM"

February 10, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2010-037-02-10-otm**

1. Sealed proposals will be received for **Hidalgo County Tax Office – "Automated Tax Collection System"**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and 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, **RFP NO: 2010-037-02-10-otm- Hidalgo County Tax Office – "Automated Tax Collection System"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, February 10, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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 THE FOLLOWING REFERENCE: RFP NO: 2010-037-02-10-otm—HIDALGO COUNTY TAX OFFICE – "AUTOMATED TAX COLLECTION SYSTEM".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to olga.montero@co.hidalgo.tx.us. BY NO LATER THAN Wednesday, January 27, 2010 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal 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 from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed and/or services to be provided or rendered at a County owned or operated location, each proposer shall visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)
    - No deliveries accepted after 3:00 P.M., Monday-Friday.
    - At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"Hidalgo County Tax Office– Automated Tax Collection System"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy. 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**FEBRUARY 10,**	**2010**
Project/Anticipated Award Date:	**_____,**	**2010**
Commence Work or Deliver Products	**_____,**	**2010**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

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

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or

seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the proposal;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

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

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

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County 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 proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer'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 proposer.

27. Successful proposer shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal 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.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

Request for Proposal

HIDALGO COUNTY TAX OFFICE–
"AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2010-037-02-10-otm

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

EXHIBIT "A"

Specifications,
Scope of Services, Requirements,
General Terms and Conditions

Hidalgo County Tax Office
"AUTOMATED TAX COLLECTION SYSTEM"

RFP NO: 2010-037-02-10-otm

HIDALGO COUNTY TAX OFFICE
"AUTOMATED TAX COLLECTION SYSTEM"
RFP NO: 2010-037-02-10-otm

Overview:
The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of a **Turn-Key "Automated Tax Collection System"** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, February 10, 2010. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2010-037-02-10-otm

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.
The following outlines the Request For Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, January 27, 2010, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, January 29, 2010. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit **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.

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

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing 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 requirements. Hidalgo County will make the final determination as to the submitter's ability.

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

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

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

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

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

DURATION OF CONTRACT: The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. The contract shall be for the period of five (5) years. Payment for system shall be billed in equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty days (120) "grace period" at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under ***Exhibit "A"*** **SPECIFICATIONS/SCOPE OF SERVICES & REQUIREMENTS.**

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications **(if applicable)**.

SECTION II - RFP REQUIREMENTS
REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified. **If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.**

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a contract with a qualified vendor capable of providing the Tax Assessor-Collector with "TURN-KEY" Automated Tax Collection System.

1.0 GENERAL

1.1 Hidalgo County Tax Office (hereafter called County) is requesting proposals from qualified providers (hereafter called "vendor") for a Texas-based ad valorem Tax Collection System that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable laws, especially those requirements set forth in the Texas Property Tax Code, to be used in the tax assessing, collecting, and reporting applications. The existing Tax Collection System is currently meeting all requirements of the Hidalgo County Tax Office. County is nearing the end of the contract for that system and desires to insure that the best system available is procured to the benefit of the Tax Office. The scope of this Request for Proposal (RFP) includes the acquisition, delivery, installation, conversion, training, maintenance and support of the new system and services.

1.2 The procured system and services must be a turnkey installation and include all necessary hardware and software to maintain or exceed the existing level of users and service.

1.3 The objective of this RFP is to obtain proposals that will provide County with application software and support services that are comparable or better in nature, quality, design, performance, reliability, and maintainability to the specification described.

1.4 Vendors are encouraged to respond with a solution that meets the specifications of this RFP. However, if a vendor believes that an alternative solution is available and would result in an improved solution that achieves the overall objective of this RFP, the Vendor is encouraged to submit such a proposal. Vendors should highlight and thoroughly describe the alternate solution with emphasis on any variance from the specification(s). Failure to list any such alternate solution shall mean the respondent has taken no exception and shall furnish a System in compliance with the specification(s) set herein.

1.5 Vendors must arrange to visit the job site prior to submitting the RFP (Refer to Legal Notice, Page 3 - #5). For arrangements please contact Mr. Barrera Jr., RTA at (956) 289-7455. Information pertaining to visit date, time and location will be given at the time appointment.

1.6 A Pre-Bid Conference will be held on Tuesday, February 02, 2010 @ 2:30 p.m. at the Hidalgo County Purchasing Department (Conference Room), at 2802 S. Business Hwy. 281-New Administration Bldg., Edinburg, Texas 78539.

2.0 PERIOD OF CONTRACT

2.1 The System should be available for installation/conversion upon award of the contract. The vendor must guarantee conversion of current data with a 20 year history, be fully balanced and operational by July 1, 2010. If deadline is not met, vendor will be required to pay the cost required by the Tax Office to continue to operate the current system. This contract shall be for the period of five (5) years. Payment for system shall be billed in 5 equal annual payments. Hidalgo County reserves the right to continue this proposal for an additional one-hundred twenty day (120) "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged.

3.0 GOVERNING LAW

3.1 Proposer is advised that these requirements shall be fully governed by the laws of the State of Texas and that County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the Hidalgo County District Attorney concerning any portion of these requirements.

3.2 This request for proposal is limited to an "Automated Tax Collection System" only. Any offer or proposal purporting to offer anything other than "Automated Tax Collection System" will not be considered and may, in fact, be grounds for disqualification from consideration or down grading of a proposal.

This request for proposal process is intended to comply with all applicable statutes, attorneys' general opinions and professional ethical considerations.

4.0 SCOPE OF WORK

TAX OFFICE ENVIRONMENT: The County collects for 37 tax jurisdictions for billing, collecting, and distribution of their respective tax revenues. The tax system maintains approximately 335,000 accounts with a twenty (20) year history containing approximately twelve (12) million tax unit records. The current tax system has approximately 70 local in-house users including users at 5 remote substations. Our current system allows remote logins for one bank, eight title companies, and three law firms. An interactive web site is also maintained.

4.1 **TECHNICAL REQUIREMENTS:** The system must be based on current standard technology and the proposed solution must be fully compatible with other current technologies. It must be of such design to enable the vendor to make suitable future modifications as required by County. The vendor will provide and implement all future upgrades available to any of the vendor's other tax collection clients, that are in Texas, as part of the original purchase. All modifications, additions, or upgrades of the system will require the vendor to transfer all past and current data into the new system without additional cost to County. To this end, the following metrics must be met:

- A detailed and itemized list of all hardware and software being proposed.
- Must be compatible with current PCs, printers, and existing network setup. If not compatible vendor must submit a list of needed hardware and software, including price, of what will be needed to make the proposed solution a turnkey setup.
- Vendor must list all environmental requirements needed to house proposed solution's hardware, i.e. power requirements, humidity control, temperature tolerance, battery backup time and power levels, etc.

4.1.1 Performance:

The system must support the major tax office business processes in a manner to allow for efficient operation of the tax office. To this end, the following metrics must be met:

- Load of new year tax data from appraisal district (2 days)
- Load monthly supplements and name change files from appraisal district (2 days)
- Generation of new year certified tax statements (12 hours)
- Generate end-of-day reporting (1 hour)
- Generate end-of-month reporting (3 hours)
- Fiscal period accounting roll-over (12 hours)
- Take a simple single account payment and print a receipt (8 seconds)
- Post the largest day lockbox (2 hours)
- Post the largest mortgage company payment file (2 hours)

4.1.2 System Security:

The vendor is required to provide both a primary and backup server(redundant system). Servers should work in a manner that if the primary server goes down, the backup server continues to operate the system without interruption of service.

Both primary and backup servers shall be housed and maintained entirely by the vendor. Both servers should be housed in a secure facility that provides for uninterruptible power and equipped with electronic and physical security. Primary server and backup servers shall be housed in a geographic location that is not proned to natural disasters i.e., hurricanes, tidal floods, etc. Backup server shall be located at least 50 miles away from primary server to avoid being affected by local power outages, storms, etc., at the same time. Copies of audits, inspections, and/or certifications for the facilities shall be enclosed in the proposal. An onsite inspection of the facility will be made by the tax office staff prior to acceptance of the proposal.

A plan for safeguard and recovery of data in case of natural or other disaster must be included with the proposal.

4.1.3 User Security:

- Security must be role based and managed by a tax office authorized employee via a standard user interface
- User IDs will inherit authorizations based on their role (or group). Changing authorizations due to change in duties should be a simple matter of reassigning the user id to the new role (or group)
- Password management should follow strict guidelines
- A combination of application and database security may be required to ensure data security
- The proposed system must provide for logging and viewing all data changes within the system
- Must be able to view system and user logs to see the user's history or activities.
- Must be able to customize rolls for each of our user groups.

4.1.3.a Please answer the following questions as thorough as possible for us to be able to evaluate your RFP.

- We have a windows based network with active directory and with established trusts with other county departments' active directories within our network, how would you prevent anyone from within the network that is not authorized to do so from gaining access to the data tables?
- How would you prevent anyone from the outside from compromising the data tables? In this scenario, we have given a title company a vpn portal to log into the system for inquiry purposes. If that login and password gets compromised, how secure is your system to prevent anyone with inquiry only access from making changes to the tables?
- Does your system have an administrative console where we can see all users logged into the system? Does it track login attempts and lock them out after three unsuccessful tries?

4.1.4 Database:

- Hidalgo County currently operates Oracle and SQL SERVER Database Management System.
- The proposed system must provide for monitoring of database performance
- Public information requests should be handled by providing informative data to the end user that requires minimum operator intervention and that follows safe guidelines when dealing with confidential information.
- The system must handle confidential data with the highest sensitivity when dealing with public access, reports, and listings.
- You must maintain a website for the Hidalgo County Tax Information.
- The information you provide on your website must comply with what we currently provide our tax payers at this time. This includes providing paid history, Levy balances broken down by taxing unit. The ability to perform searches by name, address, account number, or appraisal district number. Tax payers should have the ability to pay their taxes online.

The System must provide a robust ad hoc reporting capability so that the Tax Office, Planning and Resource Management personnel, and County Auditor can create reports from any data in the system without the assistance, or intervention of the Vendor or Information Systems staff.

4.3 **STATEMENT PRINTING:** Each year approximately 335,000 statements and related mailings are produced. Printing is accomplished by generating a print tape and delivery to the current County printing vendor.

4.4 **APPLICATION SOFTWARE:** The County requires a high performance property tax system. The System must support role-based security. The System must be designed so that the end user does not have direct access to the database tables. The System must maintain all proper accounting controls, audit trails, and transaction logs.

The System should provide ease of use facilities and provide consistent, user friendly access methods. The System should be user friendly so that the end user can operate the system productively. The System should have extensive search capabilities for timely account access. The System must maximize productivity and accuracy while minimizing redundant data entry.

Help and informational messages must be provided for all data fields. The messages must be displayed upon user demand and via hover help.

All data entered must be checked for validity and provisions made to correct any erroneous entries.

The System must comply with the Texas State Property Tax Code and all other laws pertaining to property taxation in the State of Texas and have continuing support for legislative mandates requiring implementation prior to effective dates. It must meet or exceed all existing office processes for tax assessments, collections, accounting, auditing and disbursement.

4.5 **USER REQUIREMENT CRITERIA:** Requirements include, but are not limited to:

Support consolidated assessment and collection functions for 37 taxing entities on approximately 335,000 current year accounts and total administrative, receivable, and transaction file containing approximately two (2) million records . Each tax account may contain multiple records for as many as the maximum number of units.

Provide real time update and tax collections for credit cards, e-check, and barcode readers. Support a minimum of 70 workstations running Windows XP/Windows 7 and a minimum of 70 printers simultaneously on-line.

4.6 **PRIMARY FUNCTIONS:** The contracted vendor must supply a vendor-hosted tax system that performs all assessment and collection functions in strict compliance with the Texas Constitution and all applicable state laws, especially those requirements set forth in the Texas Property Tax Code. All processes and forms produced must also meet the standards established by the state Comptroller's office. Reports must provide sufficient audit controls for all processes and conform to standards established by the Tax Assessor Collector. Rounding in the system must be consistent, limited in scope, and conform to levels established by Hidalgo County Tax Office rules.

There must be sufficient system security to identify the operator and date of every change of any type entered into the system. Every programming or data change entered by vendor's staff must have prior authorization by the Hidalgo County Tax Office management before entry into the production database. There must be an easily accessible log of all changes showing the data before and after the entry. This record must be system generated and unaltered by staff.

There must be controls that restrict operator's updating and cashiering capabilities according to County Tax Office rules.

System must have an area to enter notes or comments at the account level and capability to restrict access to this field. Key processing steps must produce system-generated notes.

There must be search capabilities to locate and retrieve account information by entering known data such as owner, situs location, DBA, tax suit number, partial account number or appraisal district number. Must be able to search payments by date and amount and identify fiduciary information from codes.

User must be able to retrieve data from the system for simple reports on demand.

System must include inquiry access to accounts via the Internet, with the ability to make electronic payment via the Internet with real-time updates of payments.

4.7 **FINANCIAL REPORTING:** The new tax system must provide an accounting package that will allow for modifications for future financial requirements. The accounting system must allow us to download daily tax collections, attorney fees, and miscellaneous fees. It must be able to reconcile payment transactions made by cashiers and tie them to the daily deposit. It must allow for the disbursement of funds daily, weekly, or monthly via wire transfer, check, or ACH to the taxing jurisdictions. It must be able to calculate and withhold the cost per account amount for each jurisdiction twice a year through remittances and also tie the figures into the monthly tax report.

The system must conduct the following:

- Must be able to upload and download files to Intuit QuickBooks Enterprise.
- Automatically load tax adjustment refunds and overpayment refunds.
- Provide the capability to manually enter tax refunds, special inventory refunds and escrow refunds.
- Be able to automatically print checks from all bank accounts.
- Be able to print a refund register (the picture before the checks are actually printed).

- Print a bank register which includes the check number, payee, payee address, check date, check amount, and type of refund.
- Be able to convert the bank register into an Excel spreadsheet and allow for an export file to be created to be forwarded to the bank for Positive Pay (provide the bank with a file containing the check number, check date, and amount for each of our bank accounts to clear checks as they are cashed).
- Be able to hold, delete, or process check requests (ad valorem, refund, special inventory, and escrow) once the file is loaded into the system for supervisor approval.
- Be able to void/cancel or reprint checks or to reuse check numbers (ad valorem, refund, special inventory, and escrow) once they are printed with supervisor approval.

The system must also produce:

- Detailed daily, weekly, monthly, and yearly reports for tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions.

- Summary reports for daily, weekly, monthly, and yearly tax collections, escrow, special inventory, and miscellaneous fees by taxing jurisdictions. All reports must have adequate cross checks to allow for reconciliation.

4.8 **ASSESSING REQUIREMENTS:** All appraisal district updates must be processed electronically for the current year and five (5) preceding years. Updates will affect various types of taxing units, which will have differing value and exemption data. These updates must adjust the tax receivables appropriately for all taxing units, postpone delinquency dates, and produce tax statement files and/or refund files, without intervention by tax office staff.

System must be able to automatically create, calculate, and print statements for agriculture rollback taxes as per Texas Property Tax Code section 23.55.
Summary reports after each update must show the adjusted year to date totals by taxing unit values, exemptions, and levy. The figures must be balanced to figures provided by each appraisal district to verify successful loading of data. Owner, location, and other administrative data must match the most recent information provided by the appraisal districts. System must allow manual overrides to correct receivables.

Users must be able to do "what if" scenarios, i.e. change value and exemption information in the system to determine the impact of such a change and provide estimated levy differences without actually changing the system amounts.

Every tax account must identify all taxing units levying a tax, the appraised and taxable value of the property within that unit, its exemption reductions, any special valuations, and its current calculated levy amount and beginning levy at the start of the fiscal year. There must also be a display at the account level summarizing data for all units combined.

- System must store previous account number information for research when dealing with account splits, account mergers, ag rollbacks and deleted accounts.
- System must have the capability to produce a tax certificate.
- System must produce an assessing Audit report that can be specific to an operator and date range. (modified receivable report sorted by operator)
- Online system must maintain multiple freeze records starting in various years for different units.
- System must automatically adjust receivables for penalties added per Texas Property Tax Code sections 25.25 and 23.431 and add interest on omitted property per section 26.09.

- The system must track when notices required by section 33.08 of the Texas property Tax Code are produced and adjust attorney collection penalties accordingly.
- System must produce tax statements in the same format for individual accounts upon demand, and files of large batches for mass mailings. The form, which includes graphics and special fonts, will be provided by the tax office. Multiple statements for the same taxpayer should be grouped. Statements mailed to fiduciaries should also be grouped. A record of statements generated should be maintained on each account. Vendor should be prepared to interface with the county's third-party vendor for mass mailings.
- Users must be able to produce single statements as of a prior month or later month on unpaid accounts.
- System must have adequate information to be able to prepare in a timely manner all forms required by contract or state law, such as mobile home tax reports for moving and tax sale bidders statements.
- How long will it take to load the certified data from 37 tax units and balance back to appraisal district?
- How long will it take to generate statements for customers, agents, and mortgage companies for 335,000 parcels?
- Must be able to track assessing modifications by operator.
- Must be able to track assessing modifications by batch.
- Need History and original receipts archived prior to any value changes.
- Must be able to track tax deferral start and end dates.
- Must be able to create a Statement of Location certificate and Tax Sales Certificate.

4.9 **TAX COLLECTION REQUIREMENTS:** All unpaid receivables must be tracked for every taxing unit for an unlimited period of time if under lawsuit, and up to twenty (20) years if not under suit. Paid in full accounts must be maintained on the system for a minimum of six (6) years. Each payment must be tracked with the actual date of posting of funds, effective date, and payer (including address) information. Users must be able to track the allocation of each payment to individual taxing units and to levy, penalty, interest, and collection fees. Delinquent taxes must automatically purge according to section 33.05 of the Texas Property Tax Code at 10/20 years. Purge reports must account for before and after figures by taxing unit to track removal of receivables.

Operators and batch jobs must be able to cashier all types of transactions for all years on the system. These include, but are not limited to, partial payments, escrow, overpayments, adjustments that remove all or a portion of the receivable to uncollectable status, and litigation and bankruptcy payments that may include special interest provisions.

Payments may be a mixture of cash, credit cards, checks, money orders and online credit card payments. Each payment type must be tracked. End of day totals for cashiers should show cumulative totals for each payment type. Reports should be separated by cashier and location.

Individual payments may be made by cash, check, credit card, electronic check, and wire transfer. Payments and levy corrections must be automatically adjusted to tolerance levels set by the Hidalgo County Tax Office, with a sufficient audit trails for all transactions.

Cashiers must be able to process multiple accounts with one check or with multiple checks for one account.

System must permit real-time corrections of cashiering errors by a supervisor, but not allow cashiers to adjust transactions in their deposits or to work in another cashier's deposit.

System must have the ability to quickly transfer funds from one account to another, or from one year or one unit to another on the same account.

Effective dates of payment may be different than the actual date of cashiering. Both dates are to be tracked online and in reports.

Electronic check payments, credit card payments made via the telephone or Internet, lockbox payments, and mortgage company payments must be posted without intervention by tax office staff on the same day the file is received or as directed by the tax office. Mortgage company payments are made through an FTP file accompanied by paper check, or wire transfer of funds.

The lockbox processing solution must integrate check and coupon images directly into the system, which greatly facilitates research of payments for refunds. The lockbox process must support the non-remittance advice component, which allows the bank to deposit funds received without a coupon and forward this to the tax office electronically for processing.

System should support manual coding of quarter payment accounts and disaster accounts. For these accounts, it should extend the delinquency date according to the Texas Property Tax Code.

Penalty and interest should be automatically adjusted when a tax deferral is entered on the account.

Statutory collection fees must be automatically added to receivables at the appropriate time.

Delinquent installment payment agreements should be prepared through the system with a combination of manual data entry and system retrieval of account data.

The system should produce aging and default reports on these agreements and be able to transmit this report information electronically to the delinquent tax attorneys.

Collection of all fees should be tracked in the system.

Users must be able to generate a receipt and a duplicate receipt for every payment, showing the correct payer.

Must be able to process uncollectable accounts due to sheriff's sales or Bankruptcies.

System must be able to automatically generate an overpayment refund application.

Must be able to void one transaction on a multi payment and not void all payments.

4.9.1 **VEHICLE INVENTORY TAX:** System must have a fully operational special inventory tax module that is part of the Tax Collection System and not its own independent database to simplify account research and updating. Funds collected in this module are held in escrow during the current tax year and disbursed at the end of each year. System must automatically calculate all penalties and overages and distribute these correctly according to Texas State Property Tax Code. This distribution must include entities for which the county does not normally collect. Various reports and letters are available.

4.10 **REFUNDS:** Both adjustment and overpayment refunds must be generated automatically by cashiering and update processes and process electronically through ledgers, check writing, and reporting.

The system must maintain a record of all payers tied to payments and tie refunds to payer. Refund request letters should be prepared through batch jobs submitted by type and date range.

5.0 **TRAINING:** During the conversion and testing phase, the vendor is to provide training of all users of the system at the Hidalgo County Tax Office location. The training should be conducted in modules specific to job functions and permission levels, so that an overview may be provided to basic users and more extensive information provided for advanced users. Users should be trained with a combination of written materials, demonstrations, and hands-on use of the system in a test environment. Parallel testing of specific functions will not begin until training in the function has been completed.

6.0 **REPORTS:** Vendor must be able to produce the following reports, or equivalent as a minimal standard:

A Late Rendition report that is prorated by entities and shows the split fee that is to be disbursed to the Appraisal District.

A balance reconciliation report for all rollbacks and reversals.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows the differences between our records and the appraisal district's records when an update is processed.

A monthly summary report of supplements and cancellations by roll year and amount.

A monthly report that shows the summary of collections by roll year. It breaks out the amount of taxes due starting October 1 of each roll year, monthly adjustments, adjustments year to date, monthly levy paid, levy paid year to date, levy balance and percentage of collections. This report also has a separate line for the current roll year adjustments, value and levy including the tax rate.

Beginning Tax Roll – This report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report can be produced in both alpha and numeric format. The report provides the total number of accounts, land value, improvement value, total real property, total personal property, total appraised value, less agricultural exclusion, homestead exemption, over 65, cap, disabled, historic, disabled vet, survivor spouse, abatement, prorated, freeport, leased vehicle, total exemption amount, taxable value and actual levy.

The detailed report provides the account number, taxing unit/units, owner name, address, number of acres, type/amount of exemptions, appraised value, legal description, tax levy and roll year.

A report that lists the over 65 freeze and value information needed for the school district's annual reports to the Texas Comptroller's Office.

10/20 Tax Purge – This report lists the taxing unit number, roll year, account number, owner name, levy and amount due. This report generates a summary for each taxing unit in account number sequence how much was purged both real and personal. It also provides the number of accounts being purged.

A daily report that lists the status of all deposits opened for the day, by deposit number, deposit date, receipt date, status of deposit (open or closed), type of deposit, operator name, number of transactions processed, payment type (cash, check, or credit card) and the system date.

A daily report that lists the cashier checkout total summary. This report categorizes each clerk by deposit and location. It lists the operator id code, deposit number and a summary of collections by payment and type (cash, check, or credit card).

A Report that shows the loss to tax deferrals for the school district's annual reports to the Texas Comptroller's Office.

Deposit Detail Report - lists all transactions within a deposit showing amount, payment type and account to which transaction was posted and taxing units.

Reports that list the deposit distribution (collections, refunds, other fees, transfers and reversals) at the taxing unit level. The user can specify date ranges (daily, monthly, and yearly).

A report that shows a summary of what was processed by deposit number.

A report sorted by taxing unit showing a number of deposits processed.

A summary report that shows by taxing unit how much was collected in real and personal taxes.

A report by taxing unit that breaks-out the collections by roll year and the M&O and I&S rates.

A summary report by taxing unit that shows what monies were collected broken down by M&O and I&S rates.

A report by taxing unit that shows penalty and interest collected by roll year.

A report by taxing unit showing miscellaneous fees collected.

A report showing refunds generated.

A report showing County Education District collections.

A report that shows, at the account level, the before and after image after updates. The data items reported are taxing units, values, exemptions, and levy.

A report that shows all negative transactions, including reversals and transfers. Grand Totals should be provided.

A report that shows the distribution of maintenance and operations (M&O) funds by their various tax rates.

A report that shows an accumulative total of the two previous reports with grand totals on the last page.

A report that shows the penalty and interest collected for the specified date range.

A report that shows refund pending amounts taken from individual units for the specified date range.

A report that shows attorney fees collected for the specified date range.

A report that lists by tax unit, then by deposit and account number, the rendition penalty details for each account

Daily deposit detail report that lists all transactions by receipt date, or deposit date, and recaps distribution to taxing units.

A Fiduciary listings report that lists fiduciary contact information alphabetically, or in order by code number.

Top 50 Taxpayers Report. This report by jurisdiction lists the top 50 real and personal taxpayer's accounts and their accumulated levy.

Quarter payment coding report shows accounts under the quarter payment plan that are qualifying or not qualifying as of each payment due date.

Summary reports that show, by taxing unit, the year to date totals of values, exemptions, special valuations and levy, and tax rate and exemption amounts for the unit for the year.

Request of a report that can be used to process refunds. It can be run for various types of refunds, such as litigation, adjustment and overpayment. User can specify threshold amounts and date ranges. It shows the amount of refund by taxing unit, the total amount for the account, to whom the refund will be paid, where the funds were originally paid and if there are taxes due that should be collected before the refund is issued.

A daily report at the clerks level that shows refunds less than $5.00 (TOP). It lists the account number, taxing unit number, roll year, receipt number, deposit number, amount of refund, cashier, type and deposit date. This report can be printed using date ranges.

Lockbox reconciliation reports that show all payments posted. Errors and exceptions such as tolerance or overpayments are shown in detail. Totals are given for each category of transaction.

A monthly report by taxing unit that shows taxes available for collections at base, at base plus P&I, and attorney fees at a given point in time.

Delinquent Tax Roll – The detailed report can be generated by individual taxing unit or in a composite format (account number with all taxing entities). The report provides a list of the account numbers, owner name, address, and number of acres, type/amount of exemption, appraised value, legal description, tax levy and balance by roll year. The report provides a summary page by taxing unit showing the levy amount, levy paid, and levy balance.

A report that tracks tax lawsuit and bankruptcy information added or removed from the system by law firm updates.

Tax Rate Chart must be prepared from data entered from ordinances, or orders submitted by the taxing units each year. It shows the taxing jurisdiction name and code, the total tax rate, all the exemptions allowed by the unit – whether local option or state mandated, and the dollar amount of levy reduction for the maximum exemption. This is verified each year before levy calculations. It must be approved and signed by the Tax Assessor Collector and is distributed to the public.

Tax Roll Statement – The statement lists the current roll year, number of accounts per category, market value per category, taxable value per category, freeze loss, total levy per category, tax rate, assessment ratio and the total tax rate. The statement summarizes the information by type (real, personal, mobile homes, minerals, intangibles, and vehicle inventory tax). This report is signed by the Tax Assessor-Collector and sent to the taxing units.

Miscellaneous financial accounting reports

How long does your recap report take to generate for a given month and YTD?

How long does a full DTR take to generate?

How long would it take to create a custom report from scratch, how much would it cost?

System must allow DTR's and Recaps to be run from a trigger list.

System must allow statements to be generated from a trigger list.

System must generate complete bill listings.

System must allow us to input our own headers and notes to generated statements.

7.0 **TESTING:** County will conduct a series of rigorous tests on the selected solution after data conversion.

Structured tests will be conducted following functional scripts to verify that all required functionality is present and working correctly in the solution and that the data conversion has occurred successfully.

Parallel testing will be conducted using the solution to conduct everyday business in parallel with the current system to verify that the solution functions properly in the Hidalgo County environment at the required capacity.

Acceptance testing will be formally finalized with a successful execution of the structured test scripts on MONTH DATE, 2009. Vendor will be granted the opportunity to rectify any discrepancies identified in testing prior to the date specified for the formal acceptance test.

8.0 **PROPRIETARY SOFTWARE:** All proprietary software and documentation shall be placed in escrow located in Hidalgo County, Texas, with specific location approved by County, for future use by the Hidalgo County Tax Office for maintenance and support of the Tax System in the event of a vendor default.

The vendor shall maintain software in the escrow to match the vendor's most current version of the software in use by Hidalgo County Tax Office.

9.0 **WARRANTY, MAINTENANCE, AND SERVICE:** Warranty of the system shall be for at least one (1) year from the date of formal acceptance. Upon warranty expiration, a software and hardware maintenance and service contract will be initiated.

On site training, maintenance, and support is required during the warranty period. For years two (2) three (3), four (4), and five (5) training, maintenance, and support shall be incorporated into the contract through a maintenance agreement, if County so chooses, with options for five (5) or more additional years.

Maintenance of the System must include:
Legislative changes
Software "bug" fixes
Latest software versions
Software Service of the System will include:
Hosting of the tax office system at the vendor data center
Special program enhancements defined by the tax office
Appraisal file processing from multiple appraisal districts
Interface with BANK lockbox system
Interface with mortgage escrow servicing companies

The system must guarantee 99% availability with a four (4) hour maintenance response time.
Vendor will provide a schedule of Maintenance and Support Costs associated with each component specified in the Cost Summary. The maintenance schedule must include the annual maintenance cost for five (5) years.

10.0 A. SELECTION, EVALUATION AND RANKING

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal. **Proposals will be granted on a 100-point system with emphasis on ability to service Hidalgo County including, but not limited to, the items listed below:**

10.1 County shall review all eligible proposals and, based upon this review, may schedule interviews and/or negotiation meetings. Proposals shall be evaluated on the following criteria:

10.1.1 **COST** — 20 points
Payment for system shall be billed in 5 equal annual payments.

10.1.2 **TECHNICAL REQUIREMENTS:** — 20 points
Performance
System Security
User Security
Database

10.1.3 **TAX COLLECTION REQUIREMENTS:** — 20 points
Does proposal meet or exceed current system in place
Compatibility with requirements by taxing units and banking procedures
Reports

10.1.4 **ASSESSING REQUIREMENTS:** — 10 points
Does proposal meet or exceed current system in place
Compatibility with appraisal district data uploads
Reports
User audits and controls

10.1.5 **FINANCIAL REPORTING/VEHICLE INVENTORY TAX:** — 10 points
Does proposal meet or exceed current system in place
Is system compatible with QuickBooks Enterprise?

10.1.6 **Maintenance, Training, Support and Service:** 20 points

Location of maintenance, training and support centers(s)
- -within CITY metropolitan area
- -outside CITY metropolitan area

Method of maintenance, training and service
- -on site very strongly preferred
- -by local phone, within CITY area codes(s)
- -by 800 or toll-free phone service
- -long distance

Hours of availability
- -emergency/hot line: 24 hours – 7 days a week
- -operational hours 8:00AM – 5:00PM CST
- -guaranteed response time
- -past performance response time – to include site visit

AI-19422 **22.G.2.**

Lease of Office Space to House DPS-City of Weslaco

CC REGULAR

Date:	01/19/2010
Submitted By:	Elena Gomez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

Recommending award of bid and approval of a Lease/Contract document (approved as form by legal counsel) with sole bidder Siesta Village, dba, Villa De Cortez meeting all specifications and/or requirements for: Hidalgo County, Lease of Office Space to house Department of Public Safety (DPS)- City of Weslaco as attached hereto for No. 2010-028-01-13-MEG

BACKGROUND

Current Contract Expires on February 23,2010

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-115-027-0-441

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

BUDGETARY IMPACT:

$29,400.00 available funding in account and $2,940.00 in p.o.#633362 as of 01/15/10. rc

Attachments

Link: Memo, Bid recieved, tabulation sheet

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/15/2010 10:12 AM	APRV
2	Budget & Management	Erika Zamora	01/15/2010 10:13 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	01/15/2010 01:41 PM	APRV
4	Auditor's Office		01/15/2010 05:00 PM	NEW

Form Started By: Elena Gomez Started On: 01/13/2010 04:30 PM

Final Approval Date: 01/15/2010

MEMORANDUM

TO: Mr. Valde Guerra, Commissioners' Court Executive Officer
Hidalgo County Budget & Management Office
Attn: Monica Badillo, Commissioners' Court Administrator

FROM: Elena Gomez, Buyer
Hidalgo County Purchasing Department

DATE: January 13, 2010

RE: Request Recommendation for **RFB 2010-028-01-13-MEG**
"Lease of Office Space to House DPS- City of Weslaco"

We have received a sole response to the above mentioned project. Enclosed you will find a copy of the Tabulation sheet, RFB packet for your review and recommendation. We need to present your recommendation on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 by no later than Tuesday, January 19, 2010 @ 10:00 A.M. in order to place this item on the agenda for next Commissioners Court Meeting, Wednesday January 26, 2010.**

If you have any questions or require additional information please do not hesitate to contact me. Thank you.

☑ **DO** recommend accepting of response ☐ **DO NOT** recommend accepting of response

BUDGET ACCOUNT # 0-1100-421-00-115-027-0-4411

Recommendations/Concerns: Siesta Village (Sole bidder)

Monica Badillo / Monica Badillo CCEO 1/13/10
Authorized Signature/ Printed Name Department Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: JANUARY 13, 2010	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE of OFFFICE SPACE for (DPS) IN THE CITY OF WESLACO"	
BID NO: 2010-028-01-13-MEG	**BUYER I: ELENA GOMEZ**

RFB#	NAME OF COMPANY	PROPOSED NUMBER OF SQUARE FEET	UNIT PRICE
#1	SIESTA VILLAGE	3920 SQ. FT.	.75 A SQ. FT.
#2			
#3			
#4			
#5			
#6			
#7			
#8			
#9			

January 8, 2010

Martha L. Salazar, CPPB, Hidalgo Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, Texas 78539

RE: BID NO: 2010-028-01-13-MEG
Hidalgo County, Lease of Office Space to house Department of Public Safety (DPS) - City of Weslaco

Dear Ms. Salazar:

Enclosed please find an original and three (3) copies of the following:

1. Bid Letter consisting of __1__ page.
2. Bid for Hidalgo County "Lease of Office Space for DPS in the City of Weslaco", consisting of __1__ page.
3. EXHIBIT A: Specifications consisting of __5__ pages.
4. EXHIBIT B / EXHIBIT 1: Bid Page/Floor Plan consisting of __1__ page each.
5. EXHIBIT C: Insurance Requirements consisting of __5__ pages.
6. EXHIBIT D: CIQ Conflict of Interest Questionnaire consisting of __1__ page.
7. Vendor/Bidder Application, HUB Declaration, W-9 form consisting of __3__ pages.
8. Draft Lease Agreement consisting of __16__ pages.
9. Certification Regarding Debarment consisting of __1__ page.

Thank you for your time in reviewing our bid package. We look forward to your response.

Kindly,

Margo Sunderland, Manager
Siesta Village Inc. dba Villa de Cortez

260 South Texas Blvd. ❀ Suite 400 ❀ Weslaco, TX 78596
956-969-3100 ❀ 956-447-9912 fax
www.villadecortezweslaco.com

Bid
for
HIDALGO COUNTY
"LEASE of OFFICE SPACE to HOUSE DPS- CITY OF WESLACO"
BID NO.: 2010-028-01-13-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing /Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	**Siesta Village Inc. dba Villa de Cortez**
Address:	**260 S. Texas Blvd., Ste 400**
By:	
Printed Name:	**Margo Sunderland**
Title:	**Manager**

EXHIBIT A
HIDALGO COUNTY
"LEASE OFFICE SPACE to HOUSE DPS – CITY OF WESLACO"
BID NO: 2010-028-01-13-MEG

Scope of Services: The proposed building is in good working condition and shall consist of the following:

Specifications/Requirements:

1. The proposed building provides a minimum of 2,050 square feet to a maximum of 4,000 square feet. *Exceptions/Variations: Currently there is a 3,920 sq. ft. at the current location. The rent amount will be $2,940.00. Utilities are not included.*

2. Bidder will charge by the square foot for the rental space.
   Exceptions/Variations: Current charge is .75¢ per square foot.

3. Adequate parking spaces are provided for the general public. Allows for ten (10) designated parking spaces for staff vehicles, which two (2) are handicap spaces and one (1) is handicap van accessible, for a total of 15 parking spaces.
   Exceptions/Variations: Please see current location.

4. Two (2) Large Squad Rooms, approximately 30' x 30', for twelve (12) Patrol, six (6) Commercial Vehicle Enforcement (CVE) Troopers and to accommodate desks, filing cabinets, office equipment and furniture required to run the DPS Office efficiently.
   Exceptions/Variations: Please see current location. Conference Room can be remodeled to fit purpose.

5. An office for six (6) CVE Troopers and to accommodate desks, filing cabinets, office equipment and furniture required to run the DPS Office efficiently.
   Exceptions/Variations: Please see current location.

6. An office, 14' x 14', for Highway Patrol Supervisor and to accommodate desks, filing cabinets, office equipment and furniture required to run the DPS Office efficiently. *Exceptions/Variations: Please see current location.*

7. A Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use is also being located in this area.
   Exceptions/Variations: Please see current location.

8. An office, 12' x 12', for DPS Secretary to accommodate desks, filing cabinets, office equipment and furniture required to run the DPS Office efficiently.
   Exceptions/Variations: Please see current location.

9. An office, 12' x 12', for MCB-CR Investigator, to accommodate desks, filing cabinets, office equipment and furniture required to run the DPS Office efficiently.
   Exceptions/Variations: Please see current location.

10. Adequate storage space for janitorial, office and other equipment supplies.
    Exceptions/Variations: Please see current location.

11. A Computer Room, 14' x 14', for two (2) computers and two (2) desks, office equipment and furniture required to run the DPS Office efficiently. *Exceptions/Variations: Please see current location.*

12. A Debriefing/Meeting Conference Room, 20' x 20', required in running the DPS office efficiently.
Exceptions/Variations: Please see current location.

13. Break Room for refrigerator, microwave, table and chairs.
Exceptions/Variations: Please see current location.

14. Security lighting is provided on the outside and the inside of the proposed building and approved by Hidalgo County (DPS) Department.
Exceptions/Variations: Please see current location.

15. Building has one (1) entrance and one (1) exit.
Exceptions/Variations: Please see current location.

16. The existing building is ready for occupancy with all specifications/requirements completed and in compliance with the American with Disabilities Act (ADA). Failure to do so, within ninety (90) days from the date of the awarding of the bid, the award will become null.
Exceptions/Variations: Please see current location.

17. Building is ADA compliant and meets all accessibility requirements for all entrances, restrooms, and is fully handicap accessible for all parking areas.
Exceptions/Variations: Please see current location.

18. Building has designated public restrooms that are handicap accessible for both men and women. Separate restroom facilities are provided for employees, both men and women, and are also handicap accessible.
Exceptions/Variations: Please see current location.

19. The building is well insulated with an ERA rating of minimum of eleven (11).
Exceptions/Variations: Please see current location.

20. Bidder will maintain Liability Insurance on the building plus insure building for fire, accident and natural disaster. Bidder will also maintain Liability Insurance on the premises, as described and listed in: Insurance Requirements:
Acknowledged. **See EXHIBIT C.**

21. Certificate of Insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.
Acknowledged.

22. Premises provides water, sewer, natural gas, electricity, central air and heating of the entire building, including garbage pickup.
Exceptions/Variations: Please see current location. All utility bills will be in the Lessee's name.

23. Lessor will be responsible for electrical, air, cooling and heating maintenance and keep entire building free of mold at all times.
Exceptions/Variations: Please see current location and Acknowledged.

24. Lessor will be responsible to have an **Air Test** done on a yearly basis while contract is on-going with the County and Lessor **will** provide test results to the Purchasing Department in a timely manner.
Acknowledged.

25. Hidalgo County reserves the right to have the building inspected on an as-needed basis in as much to ensure that the building is meeting up to standard requirements while contract is on-going with the County.
Acknowledged.

26. Any and all repairs will be done on a timely manner as prioritized by DPS office.
Exceptions/Variations: Please see current location and Acknowledged.

27. Building will be safe from rodents and insects prior to occupancy by the Weslaco DPS and will be the Lessor's responsibility for pest control throughout the term of this contract.
Exceptions/Variations: Please see current location and Acknowledged.

28. Premises will be in good working condition and will have handicap accessibility to provide services to the general public. The premises will have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor. Lessor will be responsible to have air quality maintained so as to ensure that the building is mold free. Lessor will be responsible to have an **Air Test** on a yearly basis while contract is on-going with County and Lessor **must** provide test results to the Purchasing Department while the contract is on-going with the County.
Acknowledged.

29. If renovations to the office building are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram or scheme acceptable to the Commissioner's Court designee(s) Point. All remodeling or renovations will be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.
Acknowledged.

30. A legal description of the property and a proposed "Floor Plan Layout" is provided. (See Exhibit B and Exhibit1).
Exceptions/Variations: Please see current location and acknowledged.

31. The award of the bid will be acknowledged by a written lease agreement in a form acceptable to Weslaco DPS. The provided draft copy of the Lease Agreement has been reviewed and Bidder is aware that it is subject to change depending on the type of award made by Commissioner's Court (i.e., Lease Agreement or Lease Purchase Agreement.
Acknowledged.

32. Building is equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways comply with the City Fire Code under federal, state and local building codes and regulations.
Exceptions/Variations: Please see current location and acknowledged.

33. Bidder will provide acceptable indoor air quality. Quality of air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:
    a. Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
    b. Hidalgo County reserves the right to review Indoor Quality Test results.

Exceptions/Variations: Please see current location and acknowledged.

6. All costs and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
   Exceptions/Variations: Acknowledged.

7. Bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
   Exceptions/Variations: Acknowledged.

8. Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.
   Exceptions/Variations: Acknowledged.

Market Volatility and Unit Price Adjustments: *Exceptions/Variations: Acknowledged.*

Additional Information: *Exceptions/Variations: Acknowledged.*

HIDALGO COUNTY
"LEASE OFFICE SPACE FOR DEPARTMENT OF PUBLIC SAFETY (DPS)
IN THE CITY OF WESLACO"
BID NO.: 2010-028-01-13-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

LOCATION/ADDRESS OF PROPOSED BUILDING: 2810 & 2812 South International Blvd., Weslaco, TX 78596	
LEGAL DESCRIPTION: Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 S. International Blvd., (FM 1015), Weslaco, Hidalgo County, Texas.	
PROPOSED AMT OF SQUARE FEET	3920 sq. ft. (.75c per sq.ft)
MONTHLY RENTAL	$2,940.00

BIDDER/COMPANY NAME: Siesta Village Inc. dba Villa de Cortez

ADDRESS: 260 S. Texas Blvd., Suite 400

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE & FAX NO.'S: (956) 969-3100 / fax (56) 447-9912

CELLULAR NO.'S: Margo Sunderland - (956) 975-7329

AUTHORIZED SIGNATURE: Margo Sunderland

PRINTED NAME: Margo Sunderland

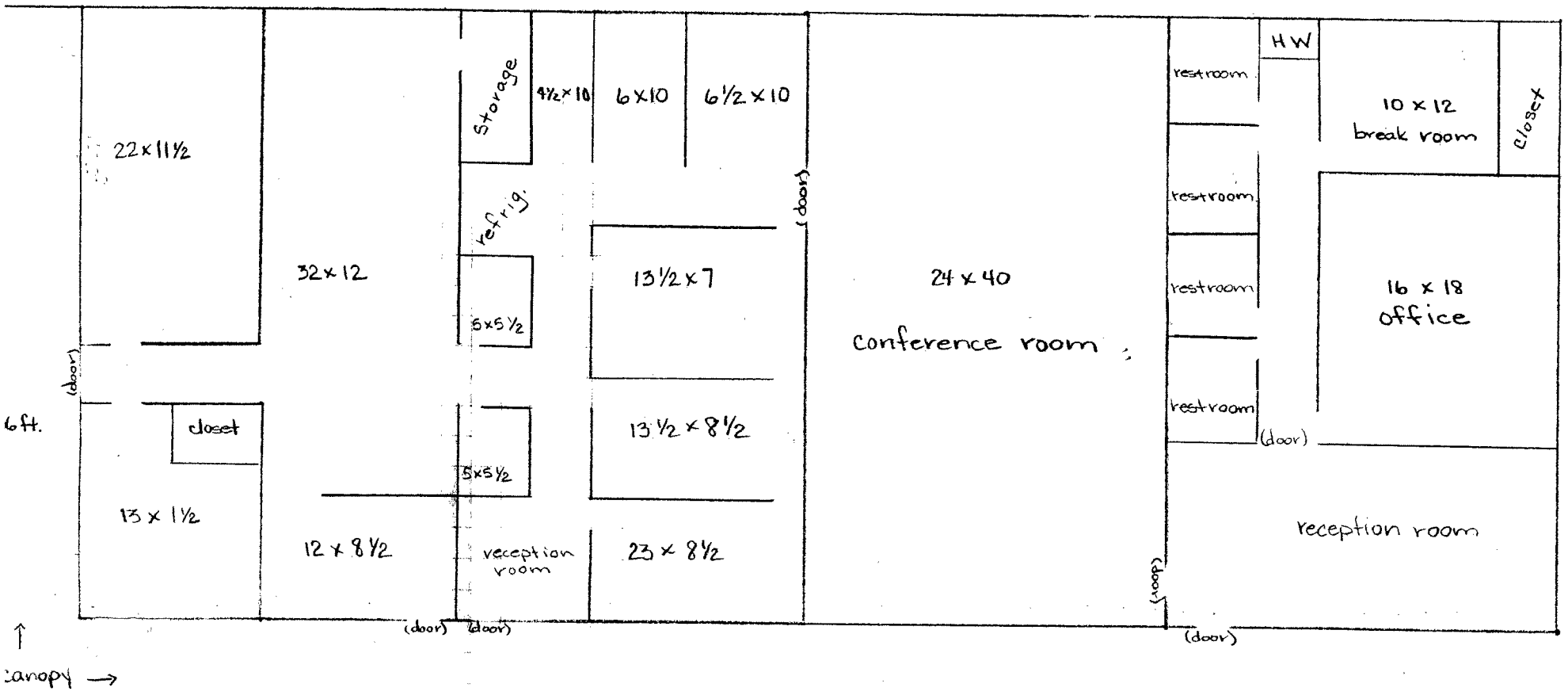
TITLE: Manager

EMAIL: margo@villadecortezweslaco.com

OPENED
9:43am
JAN 13 2010
Witnessed

Exhibit 1

Department of Public Safety Office
Weslaco FM 1015



60 ft

▨ = 2 ft

existing

Canopy 60 x 46
bldg. 48 x 40

addition

bldg. 50 x 40

TOTAL NEW AREA = 98 x 40 = 3920

Insurance Requirement Acknowledgment

I, MARGO SUNDERLAND, authorized representative for SIESTA VILLAGE INC dba VILLA de CORTEZ
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

Margo Sunderland
Authorized Representative

January 8, 2010
Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID GT SIESTAV

DATE (MM/DD/YYYY) 12/23/09

PRODUCER

Mobile Ins & Purvis Commercial
25775 Oak Ridge Dr., Ste. 110
The Woodlands TX 77380
Phone: 281-367-9266 Fax: 281-292-7429

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

Siesta Village, Inc.
see schedule of named insureds
260 S. Texas Blvd. Suite 400
Weslaco TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	NPP1212111-10	06/23/09	06/23/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 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

*10 day NOC for non-payment

CERTIFICATE HOLDER

County of Hidalgo
New Admiinstration Bldg/Purchasing Dept
2802 Business 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

Loc 1- Weslaco Trailer Park - 600 S. Bridge Dr., Weslaco, TX 78596
Loc 2 - Siesta Village Inc. DBA Village Executive Golf Course -

3300 So. International Blvd., Weslaco, TX 78596
Loc 3 - Siesta Village, Inc. DBA Village Inn Apartments - 2712 So. International Blvd., Weslaco, TX 78596
Loc 4 - Siesta Village Inc. - 2512 So. International Blvd., Weslaco, TX 78596
Loc 5 - Siesta Village, Inc. - 2810-2812 So International Blvd., Weslaco, TX 78596 (current tenant - DPS offices)
Loc 6- 521 E. Business 83, Weslaco, TX 78596
Loc 7-307 E. Business 83, Weslaco, TX 78596

State Farm Mutual Automobile Insurance Company

PO Box 799100
Dallas TX 75379

AT2 21AA -6040 A

000129
SIESTA VILLAGE INC
260 S TEXAS BLVD STE 400
WESLACO TX 78596-6191

POLICY NUMBER	50 7283-F05-53D
POLICY PERIOD DEC 05 2009 to JUN 05 2010 at 12:01 A.M., Standard Time at the address of the named insured as ~~stated herein~~	
DATE DUE	PLEASE PAY THIS AMOU
DEC 05 2009	$513.00

FORM OF BUSINESS: Corporation
Your premium has already ~~been~~ adjusted by the following:

Premium Reductions(by vehicle)
1 Antitheft 10.

RECEIVED
NOV 06 2009
Villa de Cortez

12/4/09
Larry's c/c #9425 to Stephanie 4/c

ITEM THREE: SCHEDULE OF COVERED AUTO YOU OWN

COVERED AUTO	YEAR	MAKE	MODEL	BODY TYPE	VEHICLE IDENTIFICATION NUMBER	CLASS	TERRITO
1	2007	FORD	EXPEDITION	SPORT WG	1FMFU19547LA59706	011990 0	57

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS (Coverage Symbol-Coverage Name-Limit-Premium-Covered Auto Symbol)

COVERAGES		PREMIUMS
See policy for explanation of coverages.		Vehicle 1
AB	**Liability - (symbol 7)**	295.00
	Bodily Injury 100,000/person, 300,000/accident	Included
	Property Damage 100,000/accident	Included
P3	**Personal Injury Protection (see endorsement)**	25.00
	each person 10,000	
D	**500 Deductible Comprehensive - (symbol 7)**	56.00
G	**500 Deductible Collision - (symbol 7)**	89.00
U	**Uninsured/Underinsured Motorists (see endorsement)**	48.00
	Bodily Injury 100,000/person, 300,000/accident	Included
	Property Damage 100,000/accident (250 deductible)	Included
	Total Premium Per Vehicle	$513.00

TEXAS LIABILITY INSURANCE CARD...

This policy provides at least the minimum amounts of liability insurance required by the Texas Motor Vehicle Safety Responsibility Act for the specified vehicle and named insureds and may provide coverage for other persons and other vehicles as provided by the insurance policy.

Amount Due $513.

plus a $2.00

Insurance Company
State Farm Mutual Automobile Insurance Company

Vehicle - Year, Make, Model of Covered Vehicle, VIN
1 2007 FORD EXPEDITION
1FMFU19547LA59706

Agent or Producer **6040-116**
RUBEN CARDENAS
PHONE# (956)968-4554

TEXAS OPERATION CENTER PHONE #-800-252-7645

Policy Number **050 7283-F05-53D**

Insured **SIESTA VILLAGE INC**
260 S TEXAS BLVD STE 400
WESLACO TX 78596-6191

Renewal Effective Date **DEC 05 2009** to Renewal Expiration Date **JUN 05 2010**

Coverages
VEH 1 AB P3 D500 G500 U

Drivers: **LARRY** **PATRICIA**
ROY **JUAN**

Γ 30 2009
ΕΝΑS

(01b031me)

KEEP THIS LIABILITY INSURANCE CARD IN YOUR VEHICLE OR POSSESSION

IF YOU HAVE A NEW OR DIFFERENT VEH... PLEASE CONTACT YOUR AGENT.

MUTL VOL

HIS PART WITH YOUR
ABLE TO STATE FARM

INSURED SIESTA VILLAGE INC

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, MARGO SUNDERLAND, possess all of the APPLICABLE:

1. Licenses: N/A.
2. Bonds: N/A.
3. Certificates: N/A.
4. Permits: N/A.
5. Other: N/A.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

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

Margo Sunderland

Authorized Signature

January 8, 2010

Date

Siesta Village Inc. dba Villa de Cortez

Company

260 S. Texas Blvd., Suite 400

Address

Weslaco, TX 78596

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

SIESTA VILLAGE dba VILLA DE CORTEZ

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

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

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

N/A

Name of Officer

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

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

☐ Yes ☒ No

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

4 Mayo Bdul

Signature of person doing business with the governmental entity

January 8, 2010

Date

Adopted 05/2010

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 . Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Siesta Village Inc. Telephone No. (956) 969-3100

dba Name: Villa de Cortez

Legal Name:

Mailing Address : 260 S. Texas Blvd., #400 Fax No. (956)447-9912

Physical Address: 260 S. Texas Blvd., #400

City, State, Zip Weslaco TX 78596 Tax I.D. No. 74-1935968

Remit to Address : SAME City, State, Zip SAME

E-Mail Address: margo@villadecortezweslaco.com

Representative(s) Name(s) & Title(s) Margo Sunderland, Manager

Type of Organization (check one): _____ Individual _____ Partnership __X__ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No. 74-1935968 (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: Texas Date: 1-8-10 Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization __X__ Other, Specify Property Management

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

Margo Sunderland, Manager or Larry Dittburner, 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
XX More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

❒ Black American
❒ Hispanic American
❒ Asian Pacific American
❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes XX ❒ No

Indicate Certification No.(s): N/A or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?: Rental Property Management

Would you like to be provided with specifications for procurements of such products?: ❒ Yes XX No

To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes XX No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: **N/A** 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: **N/A** 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: **N/A** HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. October 2004)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2

Name (as reported on your income tax return)
Siesta Village Inc

Business name, if different from above
dba Villa de Cortez

Check appropriate box: ☐ Individual/ Sole proprietor ☒ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)
260 S. Texas Blvd., Ste 400

Requester's name and address (optional)

City, state, and ZIP code
Weslaco TX 78596

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
			–			–		

or

Employer identification number
7	4	–	1	9	3	5	9	6	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Mary Sue Sudduth Date ▶ **Januray 8, 2010**

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- an individual who is a citizen or resident of the United States,
- a partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- any estate (other than a foreign estate) or trust. See Regulation section 301.7701-6(a) for additional information.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

Certification
Regarding Debarment, Suspension and Ineligibility

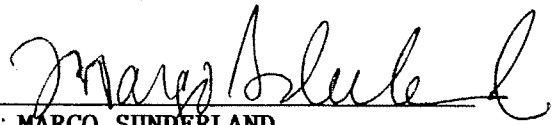
As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature: 
Print Name: MARGO SUNDERLAND
Title: MANAGER
Telephone Number: (956) 969-3100
Date: January 8, 2010

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

LEASE
C-10-028-01-19

THIS LEASE is made and entered into by and between, Siesta Village Inc. dba Villa de Cortez of Weslaco, Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor that certain real property described on Exhibit "A" attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for a period beginning February 24, 2010 and ending on February 23, 2011 with an option to extend for an additional two (2) one (1) year term under same rates, terms, and conditions. Lessee also reserves the right to continue this Lease for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid/contract.

Termination

1.2 Lessee may declare this Lease, and all rights and interest created by it, to be terminated without cause upon giving the Lessor thirty (30) days written notice. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's

election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **$2,940.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **260 S. Texas Blvd., Suite 400, Weslaco, Texas 78596** or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of

the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for office space and for any other lawful purpose.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4. REPAIRS AND MAINTENANCE

Lessee's Duty to Repair

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting form negligent for willful acts of the Lessee, or the Lessee's employees, agents, licenses or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

Lessor's Duties to Repair

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems ("HVAC") and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee's negligent use of the Leased Premises.

Additional Duties of Lessor

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

(1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.

(2) Plumbing facilities that conform to applicable law, maintained in good working order.

(3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.

(4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.

(5) Electrical lighting, with wiring and electrical equipment that conform to

applicable law, maintained in good working order.

(6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.

(7) Floor, stairways, and railings maintained in good repair.

Lessee's Right to Repair for Lessor

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

ARTICLE 5. UTILITIES

Utility Charges

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

Property of Lessor

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall

be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

Property Insurance

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

General Liability Insurance

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

Remedy for Failure to Provide Insurance

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the

execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

Total Destruction

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

Partial Damage or Destruction

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenantable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenantable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any

public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the

Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Default by Lessor

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

Cumulative Remedies

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13. ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:
Siesta Village Inc. dba Villa de Cortez
Attn: Margo Sunderland, Manager
260 S. Texas Blvd., Suite 400
Weslaco, Texas 78596

Lessee:
County of Hidalgo
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Time of Essence

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the ____day of_____,

2008.

LESSOR:

By:_____

Printed Name:

Title:

ATTEST:

LESSEE:

HIDALGO COUNTY, TEXAS

_____
Arturo Guajardo, Jr., County Clerk

By:_____
Rene A. Ramirez, County Judge

Approved on Commissioners' Court_____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 South International Boulevard, (FM 1015), Weslaco, Hidalgo County, Texas.

13. Break Room for refrigerator, microwave, table and chairs.

14. Security Lighting must be provided on the outside and inside of the proposed building and approved by Hidalgo County (DPS) Department.

15. The building must have one (1) entrance and one (1) exist.

16. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the (ADA), American with Disabilities Act within ninety (90) days from the date of the awarding of the bid or the award will become null.

17. The building must meet all ADA accessibility requirements for all entrances, restrooms, and shall be fully handicap accessible for all parking areas.

18. Bid premises must have designated public restrooms that are handicap accessible for both men and women. Separate restroom facility for employees, also must be handicap accessible for men and women.

19. The building should be well insulated with an ERA rating of minimum of eleven (11).

20. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: Insurance Requirements: **See Exhibit "C" attached.**

21. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.

22. Bid premises must have water, sewer, (natural gas if applicable) and electricity, central air and heating of the entire building, including garbage pick up.

23. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.

24. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.

26. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.

27. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor's responsibility for the expense for pest control throughout the term of this contract.

28. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the lessor's responsibility to have air quality maintained so as to ensure that the building is mold free. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.

29. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.

30. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.

31. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Weslaco DPS. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)

32. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.

33. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:

    - Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
    - Hidalgo County reserves the right to review the Indoor Quality Test results.

34. Public Buildings must be free of environmental hazards such as (i.e., mold, lead, asbestos, mold spores, fungi, yeast, etc.). Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

35. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.

36. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;

37. Any and all repairs will be done on a timely manner as prioritized by Department Of Public Safety (DPS) Office.

38. Hidalgo County shall require and must have permission to install phone lines, audio, video and/or date cabling in the facility if necessary, and will be able to remove any/all installations done by the county at the end of the lease if the County wishes to do so.

TERMS & CONDITIONS

1. Term of contract shall be for a period of one (1) year with the County's option to renew for an additional (2) one year term under the same terms and conditions. During initial lease term, or renewal term contract will have a thirty (30) day termination/cancellation clause.

2. Any contract awarded to a successful bidder will be in effect until
   (a) the contract expires
   (b) delivery and acceptance of products and/or performance of service ordered, or
   (c) Terminated by County with sixty (60) day's written notice prior to cancellation.

3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

7. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

9. Hidalgo County has the authority to utilize State Contracts from its membership with their

existing or new cooperatives when ever it is in the County's best interest to do so.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the

Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

11. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

12. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, January 06, date, 2010 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, January 08, 2010 by 5:00 P.M.**

EXHIBIT B

BID PAGE

HIDALGO COUNTY
"LEASE OFFICE SPACE FOR DEPARTMENT OF PUBLIC SAFETY (DPS)
IN THE CITY OF WESLACO"
BID NO.: 2010-028-01-13-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification.

LOCATION/ADDRESS OF PROPOSED BUILDING: 2810 & 2812 South International Blvd., Weslaco, TX 78596	
LEGAL DESCRIPTION: Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 S. International Blvd., (FM 1015), Weslaco, Hidalgo County, Texas.	
PROPOSED AMT OF SQUARE FEET	3920 sq. ft. (.75c per sq.ft)
MONTHLY RENTAL	$2,940.00

BIDDER/COMPANY NAME: Siesta Village Inc. dba Villa de Cortez

ADDRESS: 260 S. Texas Blvd., Suite 400

CITY/STATE/ZIP CODE: Weslaco, TX 78596

PHONE & FAX NO.'S: (956) 969-3100 / fax (56) 447-9912

CELLULAR NO.'S: Margo Sunderland - (956) 975-7329

AUTHORIZED SIGNATURE: Margo Sunderland

PRINTED NAME: Margo Sunderland

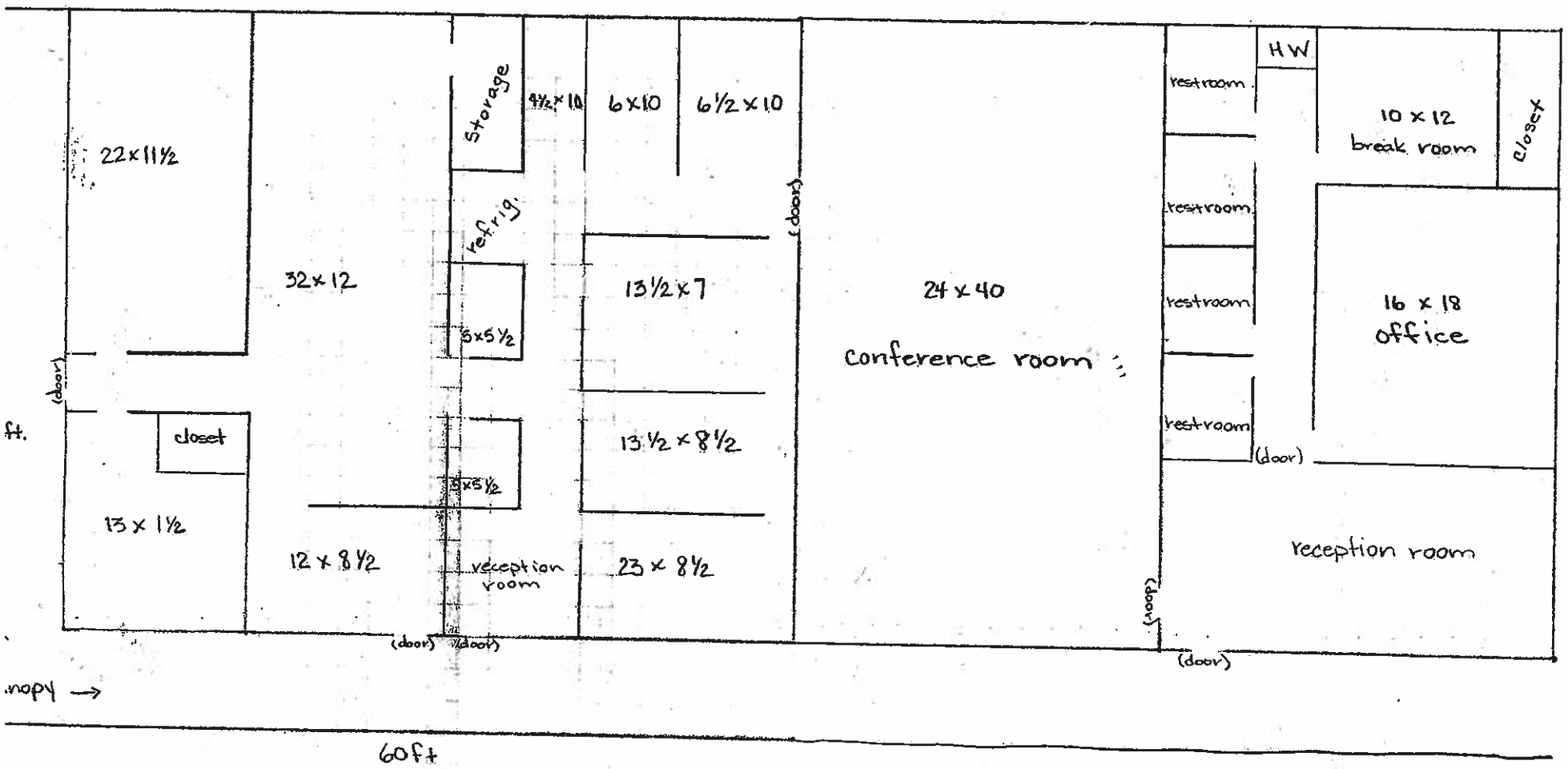
TITLE: Manager

EMAIL: margo@villadecortezweslaco.com

OPENED
9:43am
JAN 13 2010
Witnessed

Exhibit 1

Department of Public Safety Office
Weslaco FM 1015



existing

addition

▨ = 2 ft

Canopy 60 x 46
bldg. 48 x 40

bldg. 50x40

TOTAL NEW AREA = 98x40 = 3920

EXHIBIT C

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

OP ID GT SIESTAV | DATE (MM/DD/YYYY) 12/23/09

PRODUCER

Mobile Ins & Purvis Commercial
25775 Oak Ridge Dr., Ste. 110
The Woodlands TX 77380
Phone: 281-367-9266 Fax: 281-292-7429

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

INSURED

Siesta Village, Inc.
see schedule of named insureds
260 S. Texas Blvd. Suite 400
Weslaco TX 78596

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Western World Insurance Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	NPP1212111-10	06/23/09	06/23/10	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 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

*10 day NOC for non-payment

CERTIFICATE HOLDER

County of Hidalgo
New Admiinstration Bldg/Purchasing Dept
2802 Business 281
Edinburg TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Kevin D. Keller

ACORD 25 (2009/01)

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Loc 1- Weslaco Trailer Park - 600 S. Bridge Dr., Weslaco, TX 78596
Loc 2 - Siesta Village Inc. DBA Village Executive Golf Course -

3300 So. International Blvd., Weslaco, TX 78596
Loc 3 - Siesta Village, Inc. DBA Village Inn Apartments - 2712 So. International Blvd., Weslaco, TX 78596
Loc 4 - Siesta Village Inc. - 2512 So. International Blvd., Weslaco, TX 78596
Loc 5 - Siesta Village, Inc. - 2810-2812 So International Blvd., Weslaco, TX 78596 (current tenant - DPS offices)
Loc 6- 521 E. Business 83, Weslaco, TX 78596
Loc 7-307 E. Business 83, Weslaco, TX 78596