AI-23979 **6.D.**

Claim of Donna Cerda

CC REGULAR

Date:	11/22/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Donna Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/16/2010 11:02 AM	APRV
2	Auditor's Office	Linda Fong	11/17/2010 10:03 AM	APRV
3	Purchasing Department	Marty Salazar	11/17/2010 01:07 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/16/2010 10:03 AM

Final Approval Date: 11/17/2010

AI-24062 **6.E.**

Civil No. 3:10-cv-00315; Wyttenbach v. Texas Supreme Court, et al

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Civil No. 3:10-cv-00315; Wyttenbach v. Texas Supreme Court, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2010 04:47 PM	APRV
2	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Monica Badillo Started On: 11/18/2010 04:28 PM

Final Approval Date: 11/19/2010

AI-23980 **7.D.**

Claim of Donna Cerda

CC REGULAR

Date:	11/22/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Donna Cerda

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/16/2010 11:03 AM	APRV
2	Auditor's Office	Linda Fong	11/17/2010 10:04 AM	APRV
3	Purchasing Department	Marty Salazar	11/17/2010 01:07 PM	APRV

Form Started By: Aida Alvarez — Started On: 11/16/2010 10:05 AM

Final Approval Date: 11/17/2010

AI-24063 **7.E.**

Civil No. 3:10-cv-00315; Wyttenbach v. Texas Supreme Court, et al

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Civil No. 3:10-cv-00315; Wyttenbach v. Texas Supreme Court, et al

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/18/2010 04:46 PM	APRV
2	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Monica Badillo Started On: 11/18/2010 04:29 PM

Final Approval Date: 11/19/2010

AI-23992 **10.B.**

Texas Farm Bureau Insurance Company

CC REGULAR

Date:	11/22/2010
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval to accept a settlement check from Texas Farm Bureau Casualty Insurance Company in the amount of $2,885.44 for an auto accident with a County vehicle. (Facilities Mgmt Dept)

BACKGROUND

DOL: 10/12/10

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

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/16/2010 03:53 PM	APRV
2	Erika Zamora	Erika Zamora	11/18/2010 09:35 AM	APRV
3	Auditor's Office	Becky Morales	11/18/2010 04:21 PM	APRV
4	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Aida Alvarez — Started On: 11/16/2010 03:03 PM

Final Approval Date: 11/19/2010

AI-24041 **10.C.**

Interlocal w/ City of Edinburg (use of city council chambers)

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Approval of Interlocal Agreement between City of Edinburg and County of Hidalgo as it relates to the use of city council chambers for Commissioners' Court/Civil Service Commission meetings beginning January 2011

BACKGROUND

Interlocal Agreement drafted and reviewed by Legal Counsel.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact for this year.

Attachments

Link: agreement

Link: exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 03:53 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/18/2010 02:57 PM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Monica Badillo — Started On: 11/17/2010 03:27 PM

Final Approval Date: 11/19/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE CITY OF EDINBURG
AND HIDALGO COUNTY

THIS Agreement is made on this the ____ day of ____, 2010 by and between HIDALGO COUNTY, TEXAS hereinafter referred to as "County", and the CITY OF EDINBURG, TEXAS, hereinafter referred to as "Edinburg" pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, County, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of a court house and other buildings and facilities for the carrying out of County business, and

WHEREAS, Edinburg, pursuant to its statutory and constitutional authority, is responsible for construction, maintenance and operation of buildings and facilities for the carrying out of city business: and

WHEREAS, Edinburg owns and operates a Council Chamber Facility at City Hall, located in the City of Edinburg, at 415 West University Drive, and generally described as Lots 1-12, Block 228, Original Townsite of the City of Edinburg, as per map or plat thereof, recorded in the Real Property Records of Hidalgo County, Texas, together with an off-street parking facility consisting of a total of 159 parking spaces including 7 handicap, facing University Drive, South of the Council Chambers Facility (said building, grounds and parking facility being collectively herein referred to as the "Council Chambers Facility"); and

WHEREAS, County is in the process of renovating the old administration building located at 100 E. Cano Street and is having to relocate existing scheduled meetings; and

WHEREAS, County's said scheduled meetings could be more efficiently accomplished if County were to utilize Council Chambers Facility for that purpose; and

WHEREAS, Edinburg has agreed to permit County to use Council Chambers Facility for such purposes upon the terms and conditions herein set forth.

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

Edinburg grants to the County the exclusive use of Council Chambers Facility on a weekly basis as referenced in "Exhibit A". If a County legal holiday arises, then the County shall have the exclusive use chambers on the following scheduled date. Use of Council Chambers Facility by County for workshops and/or committee meetings will be scheduled as chambers are available and with reasonable notice to Edinburg and no less than 72 hours. Edinburg reserves the right to exclusive use of Council Chambers Facility on any day including days referenced in "Exhibit A" upon 72 hours notice to County if the day is a day referenced in "Exhibit A."

Edinburg will be responsible for setting up a dais, chairs, and nameplates, as requested by County, and will provide an adequate public address system for the use of Council Chambers Facility. Edinburg will film, live stream online and on the Edinburg Cable Network (ECN 12), edit and provide a finished product for rebroadcast of proceedings.

Edinburg will accommodate County court recording equipment for the duration of the contract. Edinburg will reserve five (5) parking spaces for use by County Judge and Commissioners during County's use of Council Chambers Facility under this Agreement.

County, together with the execution of this Agreement, will pay Edinburg on a per-meeting basis per the schedule attached as Exhibit "B," which shall be payable within thirty (30) days' invoice by Edinburg together with the mutual benefits to Edinburg and County as agreed by the parties represents adequate consideration for the agreements herein contained.

County agrees to list Council Chambers Facility as a facility of County on its liability insurance policies, or to include Council Chambers Facility in any self-insurance plan, as applicable. County, upon request of Edinburg, will provide Edinburg with proof of such insurance.

The term of this Agreement shall commence upon execution on January 1, 2011 by the parties hereto, and shall terminate on the last day of December, 2011, unless extended by County as provided in numbered paragraph 6 below.

County may extend this agreement for additional terms of one year each, by giving written notice of such extension to Edinburg at least thirty (30) days prior to the end of the then-current term. Each such renewal term shall begin on 1/1 immediately following the expiration of the previous term and shall continue until the last day of December in the following calender year. Either party may terminate this contract at the end of each extension by giving at least 90 days written notice to the other party.

Edinburg represents and warrants that the Council Chambers Facility is in compliance with Americans with Disabilities Act, and similar state and local accessibility laws, and regulations issued pursuant hereto.

County will be in compliance with all City and State safety regulations including but not limited to fire and occupancy ordinances and regulations.

County will comply with all rules for the use of Council Chambers Facility, including but not limited to ensuring that no food or drinks are allowed in Council Chambers during its use, other than the Executive Session Room.

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.

No Waiver. No waiver by and party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

Entire Agreement. This Agreement contains the entire contract among the parties hereto, and each party acknowledges that no other party has made (either directly or through any agent or representative) any 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 the parties hereto, and not otherwise.

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.

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 address as may have been theretofore specified by written notice delivered in accordance herewith.

If to County:	Hidalgo County, Texas Attention: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
With a copy to:	Executive Officer 2818 S. Business Hwy 281 Edinburg, Texas 78539
If to Edinburg:	City of Edinburg Attention: City Manager P.O. Box 1079 Edinburg, Texas 78540

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

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.

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.

Assignment. This Agreement shall not be assignable.

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.

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.

Authority to Execute. The execution and performance of the 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 obligation of the parties hereto in accordance with its terms.

Performance of Government Functions. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions,

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

County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Edinburg. 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 provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

COUNTY OF HIDALGO, TEXAS

By:_____
Ramon Garcia, County Judge

ATTEST:

By:_____
Arturo Guajardo, Jr., County Clerk

CITY OF EDINBURG, TEXAS

By:_____
Richard H. Garcia, Mayor

ATTEST:

By:_____
City Secretary

APPROVED AS TO FORM:
Gonzalez Palacios, L.L.P.

By:_____
City Attorney

APPROVED AS TO FORM

By:_____
Josephine L. Ramirez
Assistant Criminal District Attorney,
County Affairs

EXHIBIT “A”

SCHEDULE OF MEETINGS

- Hidalgo County Commissioners’ Court Meetings
- Tuesdays, 9:00 AM
- Workshops/Committee Meetings as needed

- Drainage District No. 1
- Tuesdays, 8:30 AM

- Civil Service Meetings
- 2nd Thursday of the Month, 5:30 PM

City of Edinburg

CITY OF EDINBURG-HIDALGO COUNTY INTERLOCAL PROPOSAL

	Estimated Hours per Meeting	Estimated Yearly Hours	Personnel Cost per Hour	Personnel Cost per Year	Utility Cost per Hour	Utility Cost per Year	Total Cost per Year	Total Cost per Hour	Total Cost per Meeting	
Hidalgo County Commissioners Court Meetings and Drainage District No. 1 Meetings	6	312	$ 145.00	$45,240.00	$ 12.70	$ 3,962.40	$ 49,202.40	$ 157.70	$ 946.20	*
Civil Service Meetings	1.5	18	26.77	481.86	12.70	228.60	710.46	39.47	59.21	**
Civil Service Meetings (Security after 5:00 P.M.)	2	24	9.30	223.20	0.00	0.00	223.20	9.30	18.60	***
Total		**354**	**$ 181.07**	**$45,945.06**	**$ 25.40**	**$4,191.00**	**$ 50,136.06**	**$ 206.47**	**$ 1,024.01**	

Note-City Personnel not required
This Schedule does not include any Information Technology Personnel cost.

Source-City of Edinburg Finance Department
Unaudited information for Management use only.

* $946.20 x 52 weeks=$49,202.40
**$59.21 X 12 months=$710.46
***$18.60 X 12 months=$223.20

November 15, 2010

AI-24003 **10.D.**

Notice of Intent to Terminate Contract C-CAP-09-288-08-04

CC REGULAR

Date:	11/22/2010
Submitted By:	Angela Garcia, BUDGET & MANAGEMENT
Submitted For:	Steve Crain
Department:	BUDGET & MANAGEMENT
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Terminate Contract C-CAP-09-288-08-04 by and between Hidalgo County & Total Commitment, LLC for Road and Drainage Construction for Esperanza Estates Subdivision located in Precinct #2.

BACKGROUND

Fiscal Impact

Attachments

Link: notice of intent

Link: letter to agapito

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 10:03 AM	APRV
2	Auditor's Office	Angela Garcia	11/17/2010 11:08 AM	APRV
3	Roland Garcia	Rolando Garcia	11/17/2010 02:24 PM	APRV
4	Purchasing Department	Marty Salazar	11/18/2010 12:16 PM	APRV
Form Started By: Angela Garcia			Started On: 11/17/2010 09:12 AM	
Final Approval Date: 11/18/2010				

Website: www.atlashall.com

ATLAS & HALL, L.L.P.
ATTORNEYS AT LAW
P.O. BOX 3725 (78502-3725)
818 W. PECAN BLVD.
MCALLEN, TEXAS 78501
TEL. (956) 682-5501 FAX (956) 686-6109

STARR COUNTY OFFICE
200 N. BRITTON AVE.
RIO GRANDE CITY, TEXAS 78582
TEL. (956) 488-1896
FAX (956) 488-6482

September 17, 2010

Total Commitment, LLC
11435 Bryan Rd.
Mission, Texas 78573

Certified Mail Return Receipt Requested 7005 1820 0003 7216 0064

Insurors Indemnity Company
225 S. Fifth Street
Waco, Texas 76702

Certified Mail Return Receipt Requested 7005 1820 0003 7216 0071

Andy Alvarez
Attorney in Fact for
First Sealord Surety, Inc.
Valley Insurance Providers
620 W. Ferguson
Pharr, Texas 78577

Certified Mail Return Receipt Requested 7005 1820 0003 7216 0088

RE: Notice of Intention to Terminate Contract By and Between Hidalgo County and Total Commitment, LLC (the "Contract"); Insurors Indemnity Company Bond No. CNB-10170-09 (the "Performance Bond")

Dear Ladies and Gentlemen:

This firm represents the County of Hidalgo (the "Owner") with respect to the above referenced Contract. In accordance with the provisions of Section 2253.071 of the Texas *Government Code*, the above referenced Contract and the above referenced Performance Bond, Hidalgo County intends to take action to terminate the Contract due to Total Commitment, LLC (the "Contractor") failure to perform the Work in accordance with the Contract Documents on the project (the "Project").

In connection therewith, enclosed please find letters from the engineer for the Project addressed to the Contractor dated June 22, 2010, July 12, 2010 and August 31, 2010 respectively. As of this date, Contractor has not mobilized Contractor's forces.

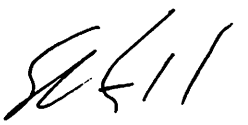
Pursuant to the provisions of Article 15.02 of the General Conditions of the Contract, (copy enclosed) and Section 2253.071 of the Texas Government Code and the Performance Bond, this letter shall serve as notice from the Owner that Owner in accordance with Article 15.01 of the General Conditions(copy enclosed) intends to take

action to terminate the Contract on or after seven (7) days from the date of this letter.

By this letter Owner hereby demands that Insurors Indemnity Company make arrangements to have the Project completed in accordance with the terms of the Performance Bond.

Very truly yours,

ATLAS & HALL, LLP

By: 
Stephen L. Crain

SLC/mt

Enclosures

cc: Rene Ramirez
Hidalgo County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

Commissioner Pct. # 2, Hector "Tito" Palacios
Attn: Agapito Vargas
301 E. State
Pharr, Texas 78577

fully completed or corrected is less than the retainage stipulated in the Agreement, and if Bonds have been furnished as required in paragraph 5.01, the written consent of the surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by CONTRACTOR to ENGINEER with the Application for such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

14.09 *Waiver of Claims*

A. The making and acceptance of final payment will constitute:

1. a waiver of all Claims by OWNER against CONTRACTOR, except Claims arising from unsettled Liens, from defective Work appearing after final inspection pursuant to paragraph 14.06, from failure to comply with the Contract Documents or the terms of any special guarantees specified therein, or from CONTRACTOR's continuing obligations under the Contract Documents; and

2. a waiver of all Claims by CONTRACTOR against OWNER other than those previously made in writing which are still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

15.01 OWNER May Suspend Work

A. At any time and without cause, OWNER may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by notice in writing to CONTRACTOR and ENGINEER which will fix the date on which Work will be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR shall be allowed an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension if CONTRACTOR makes a Claim therefor as provided in paragraph 10.05.

15.02 *OWNER May Terminate for Cause*

A. The occurrence of any one or more of the following events will justify termination for cause:

1. CONTRACTOR's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment or failure to adhere to the progress schedule established under paragraph 2.07 as adjusted from time to time pursuant to paragraph 6.04);

2. CONTRACTOR's disregard of Laws or Regulations of any public body having jurisdiction;

3. CONTRACTOR's disregard of the authority of ENGINEER; or

4. CONTRACTOR's violation in any substantial way of any provisions of the Contract Documents.

B. If one or more of the events identified in paragraph 15.02.A occur, OWNER may, after giving CONTRACTOR (and the surety, if any) seven days written notice, terminate the services of CONTRACTOR, exclude CONTRACTOR from the Site, and take possession of the Work and of all CONTRACTOR's tools, appliances, construction equipment, and machinery at the Site, and use the same to the full extent they could be used by CONTRACTOR (without liability to CONTRACTOR for trespass or conversion), incorporate in the Work all materials and equipment stored at the Site or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) sustained by OWNER arising out of or relating to completing the Work, such excess will be paid to CONTRACTOR. If such claims, costs, losses, and damages exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such claims, costs, losses, and damages incurred by OWNER will be reviewed by ENGINEER as to their reasonableness and, when so approved by ENGINEER, incorporated in a Change Order. When exercising any rights or remedies under this paragraph OWNER shall not be required to obtain the lowest price for the Work performed.

C. Where CONTRACTOR's services have been so terminated by OWNER, the termination will not affect any rights or remedies of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys due CONTRACTOR by OWNER will not release CONTRACTOR from liability.

15.03 *OWNER May Terminate For Convenience*

A. Upon seven days written notice to CONTRACTOR and ENGINEER, OWNER may, without cause and without prejudice to any other right or remedy of OWNER, elect to terminate the Contract. In such case, CONTRACTOR shall be paid (without duplication of any items):

1. for completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;

2. for expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;

3. for all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred in settlement of terminated contracts with Subcontractors, Suppliers, and others; and

4. for reasonable expenses directly attributable to termination.

B. CONTRACTOR shall not be paid on account of loss of anticipated profits or revenue or other economic loss arising out of or resulting from such termination.

15.04 *CONTRACTOR May Stop Work or Terminate*

A. If, through no act or fault of CONTRACTOR, the Work is suspended for more than 90 consecutive days by OWNER or under an order of court or other public authority, or ENGINEER fails to act on any Application for Payment within 30 days after it is submitted, or OWNER fails for 30 days to pay CONTRACTOR any sum finally determined to be due, then CONTRACTOR may, upon seven days written notice to OWNER and ENGINEER, and provided OWNER or ENGINEER do not remedy such suspension or failure within that time, terminate the Contract and recover from OWNER payment on the same terms as provided in paragraph 15.03. In lieu of terminating the Contract and without prejudice to any other right or remedy, if ENGINEER has failed to act on an Application for Payment within 30 days after it is submitted, or OWNER has failed for 30 days to pay CONTRACTOR any sum finally determined to be due, CONTRACTOR may, seven days after written notice to OWNER and ENGINEER, stop the Work until payment is made of all such amounts due CONTRACTOR, including interest thereon. The provisions of this paragraph 15.04 are not intended to preclude CONTRACTOR from making a Claim under paragraph 10.05 for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to CONTRACTOR's stopping the Work as permitted by this paragraph.

ARTICLE 16 - DISPUTE RESOLUTION*

16.01 *Methods and Procedures*

A. Dispute resolution methods and procedures, if any, shall be as set forth in the Supplementary Conditions. If no method and procedure has been set forth, and subject to the provisions of paragraphs 9.09 and 10.05, OWNER and CONTRACTOR may exercise such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any dispute.

ARTICLE 17 - MISCELLANEOUS*

17.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

17.02 *Computation of Times*

A. When any period of time is referred to in the Contract Documents by days, it will be computed to

DOS LOGISTICS, INC.

Corporate Office

August 31, 2010

Total Commitment, LLC
11435 N. Bryan Rd.
Mission, Tx. 78573

ATTN: Pedro A. Gutierrez Jr. and Sylvia Gutierrez
Owners

REF: Hidalgo County Precinct #2
C-CAP-09-288-08-04
Esperanza Estates Subdivision

SUBJ: "FINAL NOTICE ESPERANZA ESTATES SUBDIVISION"

Dear Mr. Gutierrez:

According to the walk through meeting on Esperanza Subdivision and Millennium Engineers Group report, the conclusion was that the low oil content found on the asphalt plus the lack of the appropriate equipment when the asphalt was applied resulted on low density, asphalt shoving and cracks all along Esperanza Street. Moisture found on the Sub-grade and on the Base came from the top according to Millennium's report.

After all the above mentioned evidence, we concluded that you must re-do the work on the whole street, meaning:

1. Take away all curb and gutter, leaving in place curb inlets.
2. Get rid of all asphalt.
3. Move the caliche to the side.
4. Proof Roll and fix all soft spots (if any) on the sub-grade.
5. Place back the caliche (density test will be required).
6. Lay concrete curb and gutter (strength test will be required).
7. Apply emulsified oil and new asphalt.

All the above recommendations must be according to plans and specifications provided by the engineer for this project. **Contractor must mobilize by no later than Tuesday, September 7, 2010 and be completed by September 28, 2010.** If you have any questions, please contact me at 956.968.8800.

Respectfully,
DOS LOGISTICS, INC.

Luis J. Nava P.E. 8/31/10
Luis J. Nava, P.E.
Project Manager
Cc: Mr. Agapito Vargas, HCCAP Executive Director

DOS LOGISTICS, INC.

Corporate Office

July 12, 2010

Total Commitment, LLC
11435 N. Bryan Rd.
Mission, Tx. 78573

ATTN: Pedro A. Gutierrez
Owner

REF: Hidalgo County Precinct #2
C-CAP-09-288-08-04
Esperanza Estates Subdivision

SUBJ: Meeting Minutes

Dear Mr. Gutierrez:

According to the meeting that took place at the Hidalgo County Precinct No.2 office today, July, 12, 2010, between Total Commitment represented by Mr. Armando Gutierrez, Hidalgo County Border Colonia Access Program (HCBCAP) represented by Mr. Agapito Vargas and Mr. Eralio Palacios and Dos Logistics, Inc. represented by Mr. Hugo Gonzalez P.E. and myself, Mr. Armando Gutierrez pledged to the following:

1. Provide construction schedule to remove and replace defective items.

2. Remove section of curb and gutter that was defective, look for possible storm sewer leak, back fill with stabilized sand-cement and replace curb and gutter.

3. Remove all Asphalt, re-test caliche base as directed by Engineer, fix soft spots (if any), prime and relay new asphalt according with plans and specifications.

These items must be completed no later than July 23, 2010. If you have any questions, please contact me at 956.968.8800.

Respectfully,

DOS LOGISTICS, INC.

Luis J. Nava P.E. 7/12/10
Luis J. Nava, P.E.
Project Manager

Cc: Mr. Agapito Vargas, HCBCAP Director

DOS LOGISTICS, INC.

Corporate Office

June 22, 2010

Total Commitment, LLC
11435 N. Bryan Rd.
Mission, Texas 78573

ATTN: Mr. Pedro A. Gutierrez - Owner

REF: Hidalgo County Precinct #2
C-CAP-09-288-08-04
Esperanza Estates Subdivision
Certified # 7010-0780-0000-4874-9843

SUBJ: **Final Inspection Deficiencies**

Dear Mr. Gutierrez,

During final inspection of the above reference Project, it was discovered that failures had occurred behind curb and gutter along drainage trunk line. It was also noted that several cracks had surfaced on asphalt paved area along with failed test reports of asphalt core densities.
To date as per your notice to mobilize on May 20, 2010 no action has occurred.

Pursuant to the provision of Article 13.06, " Corrective or Removal of Defective Work " , of the Standard General Condition of the Construction Contract the "Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out or relating to such corrections or removal (including but not limited to all costs or repairs or replacement of work or others)".
Contractor **shall immediately** take such measures as are necessary to complete such work or remedy such deficiencies.

These items must be completed prior to acceptance by the Engineer. If you have any questions, please contact me at 956.968.8800.

Respectfully,
DOS LOGISTICS, INC.

Luis J. Nava, P.E. 6/22/10
Project Engineer

Cc: Agapito Vargas, Border Colonia Access Director, Hidalgo County Pct. # 2

DL, INC.
DOS LOGISTICS, INC.

Corporate Office

November 3, 2010

Mr. Agapito Vargas
Hidalgo County Colonia Access Director
301 East State Street
Pharr, Texas 78577

Re: Hidalgo County Precinct # 2- "Esperanza Estates Subdivision"

Dear Mr. Vargas:

After several meeting with Total Commitment representatives and after sending multiple notice letters regarding the above project, no significant action has been taken by the contractor to resolve the defective. It has now been over 175 days since the final walkthrough inspection was performed, and the defective work has not been corrected.

Contractor has been ignoring the Hidalgo County officials and Dos Logistics Inc. engineer's recommendation and based on provision of Article 15.02-A.2 and 15.02-A.3 in contract documents, our company recommends Hidalgo County Border Colonia Access Program **terminate** the contract with Total Commitment or proceed in accordance with Article 13.09.

If you have any questions, please contact me at 956.968.8800.

Respectfully,

Luis J. Nava, P.E. 11/3/10
Project Manager

Cc: Commissioner Hector "Tito" Palacios, Hidalgo County Precinct No.2
Steve Crain, Hidalgo County Attorney
Eralio Palacios, BCAP Coordinator

AI-24040 **11.A.**

FY 2010 Chapter 59 Asset Forfeiture Reporting Fund

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Danny Marichalar
Department:	EXECUTIVE OFFICE
Agenda Category:	Constables

Information

CAPTION

Constable Pct. #5:
Requesting approval and authorization to submit 2010 Chapter 59 Asset Forfeiture Audit Report as requested by Attorney General of Texas

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

NO FISCAL/BUDGETARY IMPACT.

Attachments

Link: report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:35 PM	APRV
2	Rosalinda Cantu	Sylvia Solis	11/17/2010 03:56 PM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Monica Badillo — Started On: 11/17/2010 03:19 PM

Final Approval Date: 11/19/2010

ATTORNEY GENERAL OF TEXAS
GREG ABBOTT

October 28, 2010

Constable Daniel Marichalar
Hidalgo County Constable Precinct 5
P.O. Box 324
Elsa, TX 78543

RE: FY 2010 Chapter 59 Asset Forfeiture Audit Reporting Form

Dear Constable Marichalar:

Enclosed is an asset forfeiture reporting form that must be filed with the Office of the Attorney General by any law enforcement agency that has the authority to receive property forfeited under Chapter 59 of the Code of Criminal Procedure. The statutory definition of law enforcement agency includes any agency that has the authority to hire peace officers or receive property. This report must be filed no later than the 60th day after the end of your local fiscal year. The law setting out these requirements may be found in Article 59.06(g) of the code. Please be aware that failure to file the required report in a timely manner may result in an audit by the state comptroller and that the costs of such an audit may be assessed against the agency failing to report.

If you should have any questions, please feel free to contact me or a member of my staff at the phone number or e-mail address found on the last page of the reporting form. Thank you for your cooperation.

Sincerely,

Kent Richardson
Assistant Attorney General
Criminal Prosecutions Division
Office of the Attorney General
P.O. Box 12548
Austin, TX 78711-2548
(512)936-1348
kent.richardson@oag.state.tx.us

Renee Gray (512)305-8882
renee.gray@oag.state.tx.us

FY 2010
CHAPTER 59 ASSET FORFEITURE REPORT
BY LAW ENFORCEMENT AGENCY

Agency Name: Hidalgo County Constable Pct. 5

Agency Mailing Address: P.O. Box 324
Elsa, TX 78543

Phone Number: (956) 262-4200

County: Hidalgo

Email Address:

This should be a permanent agency email address

Reporting Period: (local fiscal year) 01/01/10 - 12/31/10

example: 01/01/10 to 12/31/10, 09/01/09 to 08/31/10 etc.

NOTE: PLEASE ROUND ALL DOLLAR FIGURES TO NEAREST WHOLE DOLLAR.

I. SEIZED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of seized funds on hand (in your agency's possession) at beginning of reporting period. Include funds that may have been forfeited but have not been transferred to your agency's forfeiture account. **Do not include** funds that are in an account held by another agency, e.g., the District Attorney's account. $ 0

B) Seizures During Reporting Period:
Instructions: Include only those seizures which occurred during the reporting period and where the seizure affidavit required by Article 59.03 is sworn to by a peace officer employed by your agency.

1) Amount seized and retained in your agency's custody..... $ 0

2) Amount seized and transferred to the District Attorney pending forfeiture..... $ 0

C) Amount Returned to Defendants/Respondents..... $ 0

D) Ending Balance .....
Instructions: Add lines A, and B(1), subtract line C, put total in line D. $ 0

II. FORFEITED FUNDS

A) Beginning Balance.....
Instructions: Include total amount of forfeited funds that have been forfeited to your agency and are on hand (in your agency's account or in your agency's possession) at beginning of the reporting period including interest. **Do not include** funds that have been forfeited but not yet received by your agency. $ 0

B) Amount Forfeited to and Received by Reporting Agency (Including Interest) During Reporting Period.....
Instructions: Do not include amounts forfeited but not yet received by your agency; interest refers to the amount earned prior to forfeiture and distributed as part of the judgment of forfeiture. $ 0

B) Real Property (the number of separate parcels of property, not a currency amount)..... 0

C) Computers (the number of computers, not a currency amount)..... 0

D) Firearms (the number of firearms, not a currency amount) 0

E) Other (the number of items, not a currency amount) 0

V. FORFEITED PROPERTY TRANSFERRED TO ANOTHER AGENCY

Instructions: Enter the total number of items transferred from your agency where the forfeiture judgment awarded ownership of the property to your agency prior to the transfer.

A) Motor Vehicles (the number of vehicles, not a currency amount)..... 0

B) Real Property (the number of separate parcels of property, not a currency amount)..... 0

C) Computers (the number of computers, not a currency amount)..... 0

D) Firearms (the number of firearms, not a currency amount) 0

E) Other (the number of items, not a currency amount) 0

VI. EXPENDITURES

Instructions: This category is for **Chapter 59 expenditures SOLELY for law enforcement purposes** - not for expenditures made pursuant to your general budget. List the total amount expended for each of the following categories. If proceeds are expended for a category not listed, state the amount and nature of the expenditure under the Other category.

A) Total Salaries Paid out of Chapter 59 Funds..... $ 0

1. Increase of Salary, Expense, or Allowance for Employees (Salary Supplements)..... $ 0
2. Salary Budgeted Solely From Forfeited Funds..... $ 0
3. Number of Employees Paid Using Forfeiture Funds 0

B) Total Overtime Paid out of Chapter 59 Funds ..... $ 0

1. For Employees Budgeted by Governing Body..... $ 0
2. For Employees Budgeted Solely out of Forfeiture Funds..... $ 0
3. Number of Employees Paid Using Forfeiture Funds..... 0

C) Total Equipment Paid for with Chapter 59 Funds..... $ 0

1. Vehicles..... $ 0
2. Computers..... $ 0
3. Firearms, Vests, Personal Equipment ..... $ 0
4. Furniture..... $ 0
5. Software..... $ 0
6. Maintenance Costs..... $ 0
7. Uniforms..... $ 0

	1.	Building Purchase	$ 0
	2.	Lease Payments	$ 0
	3.	Remodeling	$ 0
	4.	Maintenance Costs	$ 0
	5.	Utilities	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
J)		Total Miscellaneous Fees Paid Out of Chapter 59 Funds	$ 0
	1.	Court Costs	$ 0
	2.	Filing Fees	$ 0
	3.	Insurance	$ 0
	4.	Witness Fees	$ 0
	5.	Audit Costs and Fees	$ 0
	6.	Other (Provide Detail on Additional Sheet)	$ 0
K)		Total Other Paid Out of Chapter 59 Funds (provide detailed descriptions on additional sheet(s) and attach to this report)	$ 0
L)		TOTAL EXPENDITURES	$ 0

NOTE: If your Agency is governed by a Commissioner's Court or City Council BOTH CERTIFICATIONS NEED TO BE COMPLETED.

CERTIFICATION

COUNTY JUDGE, MAYOR or CITY MANAGER (Printed Name): _____

SIGNATURE: _____

DATE: _____

I swear or affirm that the Commissioners Court or City Council has conducted the audit required by Article 59.06 of the Code of Criminal Procedure, unless after due inquiry, it has been determined that no accounts, funds or other property pursuant to Chapter 59 of the Code of Criminal Procedure are being held or have been transacted in the relevant fiscal year by the agency for which this report is being completed, and that upon diligent inspection of all relevant documents and supporting materials, I believe that this asset forfeiture report is true and correct and contains all of the required information.

SWORN TO AND SUBSCRIBED before me this _____ day of _____, 20_____.

_____
Notary Public in and for the State of Texas

AI-24019 **12.B.**

FY 2011 PPCPS / PHER Grant Contract

CC REGULAR

Date:	11/22/2010
Submitted By:	Mike Escaname, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Mike Escaname
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.
Sub-category:	Health & Human Services Dept.

Information

CAPTION

Health Division- PPCPS / PHER (1293)
1. Requesting approval to accept the attached FY 2011 PPCPS / PHER - FA1 grant contract #2011-037518, Attachment #001, in the amount of $1,526,311.00 for the period of 10/01/2010 to 07/31/2011.
2. Approval of the Certification of Revenues as certified by the County Auditor.
3. Approval of Certification Regarding Lobbying statement.
4. Approval for County Judge to sign the required documents.
5. Approval of the attached FY 2011 PPCPS / PHER - FA1 grant contract budget appropriation for the period of 10/01/2010 to 07/31/2011.
6. Approval of salary schedule

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1293-441-00-340-042-1-xxx

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Link: Signature Page
Link: SOW
Link: Budget
Link: Equipment List
Link: General Provisions
Link: Lobbying Form
Link: Budget appropriation
Link: Certification of Revenues
Link: Grant Sal Sched

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 01:09 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/18/2010 11:01 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/18/2010 04:52 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Mike Escaname Started On: 11/17/2010 11:54 AM

Final Approval Date: 11/19/2010

DEPARTMENT OF STATE HEALTH SERVICES

This contract, number 2011-037518 (Contract), is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and HIDALGO COUNTY HEALTH DEPARTMENT (Contractor), a Government Entity, (collectively, the Parties).

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

2. **Total Amount of the Contract and Payment Method(s).** The total amount of this Contract is $1,526,311.00, and the payment method(s) shall be as specified in the Program Attachments.

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

4. **Term of the Contract.** This Contract begins on 10/01/2010 and ends on 07/31/2011. DSHS has the option, in its sole discretion, to renew the Contract as provided in each Program Attachment. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.

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

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

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

   2011-037518-001 PPCPS/PHER-FA1 Identify gaps in mass vaccination planning/implementation
c. General Provisions (Sub-recipient)
d. Solicitation Document(s) (Not Applicable), and
e. Contractor's response(s) to the Solicitation Document(s) (Not Applicable).
f. Exhibits (Not Applicable)

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

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

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

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

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

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

DEPARTMENT OF STATE HEALTH SERVICES	HIDALGO COUNTY HEALTH DEPARTMENT
By:_____ Signature of Authorized Official	By:_____ Signature
_____ Date	_____ Date
Adolfo M. Valadez, M.D., M.P.H.	_____ Printed Name and Title
Assistant Commissioner for Prevention and Preparedness Services	_____ Address
1100 WEST 49TH STREET AUSTIN, TEXAS 78756	_____ City, State, Zip
512.458.7111	_____ Telephone Number
adolfo.valadez@dshs.state.tx.us	_____ E-mail Address for Official Correspondence

CONTRACT NO.2011-037518
PROGRAM ATTACHMENT NO. 001
PURCHASE ORDER NO. 0000368744

CONTRACTOR: HIDALGO COUNTY HEALTH DEPARTMENT

DSHS PROGRAM: **PPCPS/PHER-FA1** Identify gaps in mass vaccination planning/implementation

TERM:10/01/2010 THRU: 07/31/2011

SECTION I. STATEMENT OF WORK:

Contractor shall perform activities in support of the Centers for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for Public Health Emergency Response (PHER) (Funding Opportunity CDC-RFA-TP09-902-H1N109).

For PHER Focus Area I, Phases I and II, Contractor shall identify gaps related to mass vaccination planning and implementation, vaccine delivery, vaccine administration, and related communications planning and implementation. Contractor shall perform activities to remedy the identified gaps. The following activities are allowed:

- Hiring of staff to conduct pandemic response planning, preparation and implementation activities.

- Purchasing of supplies that will be needed for a pandemic response (e.g., storage space, cold chain supplies, ancillary supplies for vaccination, lab testing supplies, general supplies, personal protective equipment and antivirals for public health response workers in accordance with the Centers for Disease Control and Prevention (CDC) and the National Institute for Occupational Safety and Health guidelines, and non-pharmaceutical supplies)**.**

- Purchasing of additional vaccine administration supplies as needed for future pandemic response.

- Travel for planning, conferences and training related to pandemic preparedness activities.

For PHER Focus Area 1, Phase III, Contractor will address gaps in pandemic response capabilities including, but not limited to, implementation of mass vaccination campaigns at local and tribal (if applicable to the local jurisdiction) levels. Specifically, PHER Phase III is intended for vaccine administration at the state, local, tribal, and territorial levels and enhancement of the capabilities of the private sector to administer vaccine.

For PHER Focus Area II, Contractor shall conduct activities at the local level in support of Laboratory, Epidemiology, Surveillance, and Other Associated Pandemic Preparedness and Response Activities. The purpose of Focus Area II is to ensure a robust capacity to detect and

monitor influenza illness and viruses through laboratory testing, epidemiology, surveillance, public health investigations, and other associated pandemic response activities.

These funds shall not be used for:

- Purchase of vehicles.
- Response or recovery efforts prior to the contract start date.
- Research.
- Construction.
- Clinical care.
- Interest on loans for the acquisition and/or modernization of an existing building.

Seasonal flu activities are only allowable for testing of pandemic plans or to implement corrective actions or improvement plans related to After-Action Report observations. PHER funds cannot be used to support mass vaccination for seasonal flu.

Recipients may only expend funds for reasonable program purposes and may not use funds to supplant Public Health Emergency Preparedness (PHEP) or any other program.

Recipients must account for PHER funds per each of the following allocations: Focus Area I, Phase I and II, Focus Area 1, Phase III, and Focus Area II. Commingling of funds among the PHER allocations referenced above and/or PHEP is not allowed.

Contractor must distinguish each PHER allocation separately on all cost reimbursement invoices (B-13 and supporting documentation) sent to DSHS for processing. Contractor may not exceed the following amounts for each PHER allocation:

PHER Allocation	Not To Exceed Amount
Focus Area I; Phase I-II	391,942.00
Focus Area I; Phase III	822,167.00
Focus Area II	312,202.00

Funding may also be used to address other remaining pandemic preparedness and response gaps subject to approval by DSHS.

Contractor must comply with the administrative requirements outlined in 45 CFR Part 74 and Part 92, as appropriate. The following additional requirements apply to this project:

- AR-8 Public Health System Reporting Requirements
- AR-9 Paperwork Reduction Act Requirements
- AR-10 Smoke-Free Workplace Requirements
- AR-12 Lobbying Restrictions
- AR-13 Prohibition on Use of CDC Funds for Certain Gun Control Activities
- AR-14 Accounting System Requirements

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

- Public Law 109-417, Pandemic and All-Hazards Preparedness Act of 2006; and
- Chapter 81, Texas Health and Safety Code.

The following documents are incorporated by reference and made a part of this Program Attachment:

- Centers for Disease Control and Prevention (CDC) Guidance for Public Health Emergency Response (Funding Opportunity CDC-RFA-TP09-902-H1N109, http://www.grants.gov/search/search.do?oppId=48370&mode=VIEW);
- Contractor's FY10Applicant Information and Budget Detail; and
- CDCs Local Emergency Preparedness and Response Inventory.

SECTION II. PERFORMANCE MEASURES:

Contractor shall complete activities and performance measures as outlined below:

1. Complete progress report(s) as requested by and in a format to be provided by DSHS. DSHS will notify Contractor when the CDC has released the reporting formats for completion and will provide 15 days to complete the required reports.

2. Coordinate pandemic response planning with other local preparedness and response partners, including but not limited to local emergency management coordinator, trauma service area regional advisory councils, local hospitals, large medical clinics, federally qualified health centers, local Independent School Districts and other community schools, colleges or universities.

3. Coordinate with DSHS epidemiology and surveillance staff at regional and state levels on collection and submission of influenza surveillance data per the epidemiology and surveillance guidelines established by DSHS for the contract period.

4. Collect and submit influenza surveillance and investigation data and specimens as part of state-wide influenza surveillance and local response and surveillance as appropriate for the situation during the contract period. Influenza surveillance and investigation data should be submitted to DSHS Infectious Disease Control Unit through the DSHS Health Services Region (HSR) as appropriate for the situation during the contract period. Data from the H1N1 case report form for deaths may be submitted via the National Electronic Disease Surveillance System (NEDSS) Based System (NBS) or by fax as agreed upon with the HSR within one (1) working day of completing the investigation. Specimens should be submitted to the Laboratory Response Network (LRN) lab designated as the LRN lab for the Contractor's jurisdiction or DSHS Laboratory according to the specimen collection criteria located at http://www.dshs.state.tx.us/swineflu/Lab-Test-Protocol.shtm.

5. Attend quarterly DSHS public health preparedness meetings as travel budgets and programmatic pandemic influenza planning and response activities will allow.

SECTION III. SOLICITATION DOCUMENT:

Exempt – Governmental Entity

SECTION IV. RENEWALS:

None

SECTION V. PAYMENT METHOD: Cost Reimbursement

Funding is further detailed in the attached categorical budget and, if applicable, equipment list.

SECTION VI. BILLING INSTRUCTIONS:

Contractor shall request payment using the State of Texas Purchase Voucher (Form B-13) and acceptable supporting documentation for reimbursement of the required services/deliverables. Vouchers and supporting documentation should be mailed or submitted by fax or electronic mail to the addresses/number below.

Claims Processing Unit, MC1940
Department of State Health Services
1100 West 49th Street
PO Box 149347
Austin, TX 78714-9347

The fax number for submitting State of Texas Purchase Voucher (Form B-13) to the Claims Processing Unit is (512) 458-7442. The email address is invoices@dshs.state.tx.us.

Phase III funds shall be identified separately and distinctly on the State of Texas Purchase Voucher (Form B-13) from Phase I and II funds.

SECTION VII. BUDGET:

SOURCE OF FUNDS: *CFDA # 93.069*

SECTION VIII. SPECIAL PROVISIONS:

General Provisions**, General Terms**, **Amendment** Article, is amended to include the following:

Contractor must submit all amendment and revision requests in writing to the Division Contract Management Unit at least 90 days prior to the end of the term of this Program Attachment.

General Provisions, **Terms and Conditions of Payment** Article, is revised to include:

DSHS will monitor Contractor's billing activity and expenditure reporting on a quarterly basis. Based on these reviews, DSHS may reallocate funding between contracts to maximize use of available funding.

General Provisions, **Allowable Costs and Audit Requirements** Article, is amended to include the following:

For the purposes of this Program Attachment, Funds may not be used for research, reimbursement of pre-award costs, purchase vehicles of any kind, new construction, or to purchase incentive items.

General Provisions, **Compliance and Reporting** Article, **Statutes and Standards of General Applicability** Section, is amended to include the following:

Contractor, as a subrecipient of federal grant funds, is prohibited from texting while driving a federal government owned vehicle and from texting while using government furnished electronic equipment while driving any vehicle, including any privately owned or governmental owned vehicle. "Texting" means reading from or entering data into any handheld or other electronic device, including SMS texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. "Driving" means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary due to traffic, a traffic light, stop sign or otherwise. "Driving" does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary. "Government furnished electronic equipment" means any electronic equipment that may be used for texting and for which any payment is made, in part or in whole, under this program attachment. The Contractor is responsible for ensuring its employees are aware of this prohibition and adhere to this prohibition.

General Provisions, General Terms Article**, Contractor's Request for Revision of Certain Contract Provisions** Section**,** is amended to include the following**:**

Contractor is not required to submit a Contract Revision Request for a change in previously approved equipment when substituting an equivalent equipment item (For example, purchase of XYZ brand computer instead of approved ABC brand computer with essentially identical features as the XYZ computer). All requirements pertaining to Equipment, not otherwise amended in this Program Attachment, remain in effect.

2011-037518-001

Categorical Budget:

PERSONNEL	$253,106.00
FRINGE BENEFITS	$83,970.00
TRAVEL	$39,331.00
EQUIPMENT	$111,050.00
SUPPLIES	$234,039.00
CONTRACTUAL	$233,000.00
OTHER	$571,815.00
TOTAL DIRECT CHARGES	$1,526,311.00
INDIRECT CHARGES	$0.00
TOTAL	$1,526,311.00
DSHS SHARE	$1,526,311.00
CONTRACTOR SHARE	$0.00
OTHER MATCH	$0.00

Total reimbursements will not exceed $1,526,311.00

Financial status reports are due: 01/31/2011, 05/02/2011, 08/01/2011, 09/29/2011

Equipment List Attached.

Equipment List

Equipment Total: $ 111,050.00

Item #	Equipment Description	Units	Unit Cost	Total
1	Canon EOS Rebel XS Digital camera; SLR - 10.1 Mpix - Canon EF-S 18-55mm IS lens - optical zoom: 3X - supported memory: SD, SDHC - Black	1	$600.00	$600.00
2	Canon EOS Rebel XS Digital camera; SLR - 10.1 Mpix - Canon EF-S 18-55mm IS lens - optical zoom: 3X - supported memory: SD, SDHC - Black	1	$600.00	$600.00
3	HP DesignJet 4520ps 42-in Printer (CM768A); Prints at 4.9 min/page	1	$12,824.00	$12,824.00
4	Insta-Alert traffic Messanger; 24 message display; Bluetooth Management: allows wireless control from a PDA; Trailer, ATS5; Trailer Battery kit, 470Ah deep cycle batteries w/cover, hold down, cables, and hdwr; Solar Panel, 60W,	2	$13,150.00	$26,300.00
5	Laboratory Freezer, Model #FFGL3030A; 29.2 Cu.Ft., 60Hz; upright cabinet with single solid door and 4 shelves; Interior Dimensions - 58.0 H x 29.0 D x 30.0 W; Exterior Dimensions - 77.5 H x 35.5 D x 34.0 W; 445lbs.	1	$8,744.00	$8,744.00
6	Panasonic Toughbook 19 Touchscreen PC version - Core 2 Duo SU9300 1.2GHz - Centrino 2 with vPro - 2GB RAM - 160GB HDD - 4500MHD GMA - Gigabit Ethernet - WLAN: Bluetooth 2.0 EDR, 802.11 a/b/g/h - TPM - Vista Business/XP Pro downgrade	1	$3,093.00	$3,093.00
7	Panasonic Toughbook 19 Touchscreen PC version - Core 2 Duo SU9300 1.2GHz - Centrino 2 with vPro - 2GB RAM - 160GB HDD - 4500MHD GMA - Gigabit Ethernet - WLAN: Bluetooth 2.0 EDR, 802.11 a/b/g/h - TPM - Vista Business/XP Pro downgrade	1	$3,093.00	$3,093.00
8	Panasonic Toughbook 19 Touchscreen PC version - Core 2 Duo SU9300 1.2GHz - Centrino 2 with vPro - 2GB RAM - 160GB HDD - 4500MHD GMA - Gigabit Ethernet - WLAN: Bluetooth 2.0 EDR, 802.11 a/b/g/h - TPM - Vista Business/XP Pro downgrade	2	$3,093.00	$6,186.00
9	Premier Party Tent 40 x 40 (at $9,500.00) with SideWall Kit for 40 x 40 Party Tent White with Cathedral Windows (at $4,500.00).	2	$14,000.00	$28,000.00
10	Prism Inflatable Light with Generator; Illuminates approximately 12,000 sq. yards; Blower Life of 900 hours; Power Requirements: 110V, 60Hz, 10 Amps, 1400W; Generator Type: Honda EU2000i; equipped with 1000W metal halide lamp;	2	$4,900.00	$9,800.00

11	Revco Pharmacy Refrigerator; 51.1 Cu.Ft., 115V, 60Hz; Includes full-view glass doors with locks, mircroprocessor control system, industrial-quality cabinet construction, and positive airflow systems.	1	$11,810.00	$11,810.00

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ARTICLE I COMPLIANCE AND REPORTING

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Section 1.02 **Compliance with Requirements of Solicitation Document.** Except as specified in these General Provisions or the Program Attachment(s), Contractor shall comply with the requirements, eligibility conditions, assurances, certifications and program requirements of the Solicitation Document, if any, (including any revised or additional terms agreed to in writing by Contractor and DSHS prior to execution of this Contract) for the duration of this Contract or any subsequent renewals. The Parties agree that the Department has relied upon Contractor's response to the Solicitation Document. The Parties agree that any misrepresentation contained in Contractor's response to the Solicitation Document constitutes a breach of this Contract.

Section 1.03 **Reporting.** Contractor shall submit reports in accordance with the reporting requirements established by the Department and shall provide any other information requested by the Department in the format required by DSHS. Failure to submit a required report or additional requested information by the due date specified in the Program Attachment(s) or upon request constitutes a breach of contract, may result in delayed payment and/or the imposition of sanctions and remedies, and, if appropriate, emergency action; and may adversely affect evaluation of Contractor's future contracting opportunities with the Department.

Section 1.04 **Client Financial Eligibility.** Where applicable, Contractor shall use financial eligibility criteria, financial assessment procedures and standards developed by the Department to determine client eligibility.

Section 1.05 **Applicable Contracts Law and Venue for Disputes.** Regarding all issues related to contract formation, performance, interpretation, and any issues that may arise in any dispute between the Parties, this Contract will be governed by, and construed in accordance with, the laws of the State of Texas. In the event of a dispute between the Parties, venue for any suit will be Travis County, Texas.

Section 1.06 **Applicable Laws and Regulations Regarding Funding Sources.** Where applicable, federal statutes and regulations, including federal grant requirements applicable to funding sources, will apply to this Contract. Contractor agrees to comply with applicable laws, executive orders, regulations and policies, as well as Office of Management and Budget (OMB) Circulars, the Uniform Grant and Contract Management Act of 1981 (UGMA), Tex. Gov. Code Chapter 783, and Uniform Grant Management Standards (UGMS), as revised by federal circulars and incorporated in UGMS by the Governor's Budget, Planning and Policy Division. UGMA and UGMS can be located through

web links on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor also shall comply with all applicable federal and state assurances contained in UGMS, Part III, State Uniform Administrative Requirements for Grants and Cooperative Agreements §__.14. If applicable, Contractor shall comply with the Federal awarding agency's Common Rule, and the U.S. Health and Human Services Grants Policy Statement, both of which may be located through weblinks on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. For contracts funded by block grants, Contractor shall comply with Tex. Gov. Code Chapter 2105.

Section 1.07 **Statutes and Standards of General Applicability.** Contractor is responsible for reviewing and complying with all applicable statutes, rules, regulations, executive orders and policies. To the extent applicable to Contractor, Contractor shall comply with the following:

a) the following statutes, rules, regulations, and DSHS policy (and any of their subsequent amendments) that collectively prohibit discrimination on the basis of race, color, national origin, limited English proficiency, sex, sexual orientation (where applicable), disabilities, age, substance abuse, political belief or religion: 1) Title VI of the Civil Rights Act of 1964, 42 USC §§ 2000d et seq.; 2) Title IX of the Education Amendments of 1972, 20 USC §§ 1681-1683, and 1685-1686; 3) Section 504 of the Rehabilitation Act of 1973, 29 USC § 794(a); 4) the Americans with Disabilities Act of 1990, 42 USC §§ 12101 et seq.; 5) Age Discrimination Act of 1975, 42 USC §§ 6101-6107; 6) Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, 42 USC § 290dd (b)(1); 7) 45 CFR Parts 80, 84, 86 and 91; 8) U.S. Department of Labor, Equal Employment Opportunity E.O. 11246; 9) Tex. Lab. Code Chapter 21; 10) Food Stamp Act of 1977 (7 USC § 200 et seq.; 11) Executive Order 13279, 45 CFR Part 87 or 7 CFR Part 16 regarding equal treatment and opportunity for religious organizations; and 12) DSHS Policy AA-5018, Non-discrimination Policy for DSHS Programs;
b) Drug Abuse Office and Treatment Act of 1972, 21 USC §§ 1101 et seq., relating to drug abuse;
c) Public Health Service Act of 1912, §§ 523 and 527, 42 USC § 290dd-2, and 42 CFR Part 2, relating to confidentiality of alcohol and drug abuse patient records;
d) Title VIII of the Civil Rights Act of 1968, 42 USC §§ 3601 et seq., relating to nondiscrimination in housing;
e) Immigration Reform and Control Act of 1986, 8 USC § 1324a, regarding employment verification;
f) Pro-Children Act of 1994, 20 USC §§ 6081-6084, and the Pro-Children Act of 2001, 20 USC § 7183, regarding the non-use of all tobacco products;
g) National Research Service Award Act of 1971, 42 USC §§ 289a-1 et seq., and 6601 (PL 93-348 and PL 103-43), regarding human subjects involved in research;
h) Hatch Political Activity Act, 5 USC §§ 1501-1508 and 7321-26, which limits the political activity of employees whose employment is funded with federal funds;
i) Fair Labor Standards Act, 29 USC §§ 201 et seq., and the Intergovernmental Personnel Act of 1970, 42 USC §§ 4701 et seq., as applicable, concerning minimum wage and maximum hours;
j) Tex. Gov. Code Chapter 469, pertaining to eliminating architectural barriers for persons with disabilities;
k) Texas Workers' Compensation Act, Tex. Lab. Code Chapters 401-406 and 28 Tex. Admin. Code Part 2, regarding compensation for employees' injuries;

l) The Clinical Laboratory Improvement Amendments of 1988, 42 USC § 263a, regarding the regulation and certification of clinical laboratories;
m) The Occupational Safety and Health Administration Regulations on Blood Borne Pathogens, 29 CFR § 1910.1030, or Title 25 Tex. Admin. Code Chapter 96 regarding safety standards for handling blood borne pathogens;
n) Laboratory Animal Welfare Act of 1966, 7 USC §§ 2131 et seq., pertaining to the treatment of laboratory animals;
o) environmental standards pursuant to the following: 1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969, 42 USC §§ 4321-4347 and Executive Order 11514 (35 Fed. Reg. 4247), "Protection and Enhancement of Environmental Quality;" 2) Notification of violating facilities pursuant to Executive Order 11738 (40 CFR Part 32), "Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act with respect to Federal Contracts, Grants, or Loans;" 3) Protection of wetlands pursuant to Executive Order 11990, 42 Fed. Reg. 26961; 4) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988, 42 Fed. Reg. 26951 and, if applicable, flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (PL 93-234); 5) Assurance of project consistency with the approved State Management program developed under the Coastal Zone Management Act of 1972, 16 USC §§ 1451 et seq.; 6) Federal Water Pollution Control Act, 33 USC §1251 et seq.; 7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, 42 USC §§ 300f-300j; 8) Protection of endangered species under the Endangered Species Act of 1973, 16 USC §§ 1531 et seq.; 9) Conformity of federal actions to state clean air implementation plans under the Clean Air Act of 1955, 42 USC §§7401 et seq.; 10) Wild and Scenic Rivers Act of 1968 (16 USC §§ 1271 et seq.) related to protecting certain rivers system; and 11) Lead-Based Paint Poisoning Prevention Act (42 USC §§ 4801 et seq.) prohibiting the use of lead-based paint in residential construction or rehabilitation;
p) Intergovernmental Personnel Act of 1970 (42 USC §§4278-4763) regarding personnel merit systems for programs specified in Appendix A of the federal Office of Program Management's Standards for a Merit System of Personnel Administration (5 CFR Part 900, Subpart F);
q) Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), relating to fair treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs;
r) Davis-Bacon Act (40 USC §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 USC § 874), and the Contract Work Hours and Safety Standards Act (40 USC §§ 327-333), regarding labor standards for federally-assisted construction subagreements;
s) National Historic Preservation Act of 1966, §106 (16 USC § 470), Executive Order 11593, and the Archaeological and Historic Preservation Act of 1974 (16 USC §§ 469a-1 et seq.) regarding historic property to the extent necessary to assist DSHS in complying with the Acts;
t) financial and compliance audits in accordance with Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations;"
u) Trafficking Victims Protection Act of 2000, Section 106(g) (22 USC § 7104); and
v) requirements of any other applicable state and federal statutes, executive orders, regulations, rules and policies.

If this Contract is funded by a grant or cooperative agreement, additional state or federal requirements found in the Notice of Grant Award are imposed on Contractor and incorporated herein by reference.

Section 1.08 **Applicability of General Provisions to Interagency and Interlocal Contracts.** Certain sections or portions of sections of these General Provisions will not apply to Contractors that are State agencies or units of local government; and certain additional provisions will apply to such Contractors.

a) The following sections or portions of sections of these General Provisions will not apply to interagency or interlocal contracts:
   1) Hold Harmless and Indemnification, Section 13.19;
   2) Independent Contractor, Section 12.15 (delete the third sentence in its entirety; delete the word "employees" in the fourth sentence; the remainder of the section applies);
   3) Insurance, Section 12.03;
   4) Liability Coverage, Section 12.05;
   5) Fidelity Bond, Section 12.04;
   6) Historically Underutilized Businesses, Section 12.10 (Contractor, however, shall comply with HUB requirements of other statutes and rules specifically applicable to that entity);
   7) Debt to State and Corporate Status, Section 3.01;
   8) Application of Payment Due, Section 3.02; and
   9) Article XV Claims against the Department (This Article is inapplicable to interagency contracts only).
b) The following additional provisions will apply to interagency contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interagency Cooperation Act, Tex. Gov. Code Chapter 771;
   2) The Parties hereby certify that (1) the services specified are necessary and essential for the activities that are properly within the statutory functions and programs of the affected agencies of State government; (2) the proposed arrangements serve the interest of efficient and economical administration of the State government; and (3) the services, supplies or materials contracted for are not required by Section 21 of Article 16 of the Constitution of the State of Texas to be supplied under contract given to the lowest responsible bidder; and
   3) DSHS certifies that it has the authority to enter into this Contract granted in Tex. Health & Safety Code Chapter 1001, and Contractor certifies that it has specific statutory authority to enter into and perform this Contract.
c) The following additional provisions will apply to interlocal contracts:
   1) This Contract is entered into pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Tex. Gov. Code Chapter 791;
   2) Payments made by DSHS to Contractor will be from current revenues available to DSHS; and
   3) Each Party represents that it has been authorized to enter into this Contract.
d) Contractor agrees that Contract Revision Requests (pursuant to the Contractor's Request for Revision to Certain Contract Provisions section), when signed by a duly authorized representative of Contractor, will be effective as of the effective date specified by the Department, whether that date is prior to or after the date of any ratification by Contractor's governing body.

Section 1.09 **Civil Rights Policies and Complaints.** Upon request, Contactor shall provide the Health and Human Services Commission (HHSC) Civil Rights Office with copies of all Contractor's civil rights policies and procedures. Contractor shall notify HHSC's Office of Civil Rights of any civil rights complaints received relating to performance under this Contract no more than ten (10) calendar days after Contractor's receipt of the claim. Notice must be directed to –

HHSC Civil Rights Office
701 W. 51st St., Mail Code W206
Austin, Texas 78751
Toll-free phone (888) 388-6332
Phone (512) 438-4313
TTY Toll-free (877) 432-7232
Fax (512) 438-5885

Section 1.10 **Licenses, Certifications, Permits, Registrations and Approvals.** Contractor shall obtain and maintain all applicable licenses, certifications, permits, registrations and approvals to conduct its business and to perform the services under this Contract. Failure to obtain or any revocation, surrender, expiration, non-renewal, inactivation or suspension of any such license, certification, permit, registration or approval constitutes grounds for termination of this Contract or other remedies the Department deems appropriate. Contractor shall ensure that all its employees, staff and volunteers obtain and maintain in active status all licenses, certifications, permits, registrations and approvals required to perform their duties under this Contract and shall prohibit any person who does not hold a current, active required license, certification, permit, registration or approval from performing services under this Contract.

ARTICLE II SERVICES

Section 2.01 **Education to Persons in Residential Facilities.** If applicable, Contractor shall ensure that all persons, who are housed in Department-licensed and/or -funded residential facilities and who are twenty-two (22) years of age or younger, have access to educational services as required by Tex. Educ. Code § 29.012. Contractor shall notify the local education agency or local early intervention program as prescribed by Tex. Educ. Code § 29.012 not later than the third calendar day after the date a person who is twenty-two (22) years of age or younger is placed in Contractor's residential facility.

Section 2.02 **Disaster Services.** In the event of a local, state, or federal emergency, including natural, man-made, criminal, terrorist, and/or bioterrorism events, declared as a state disaster by the Governor, or as a federal disaster by the appropriate federal official, Contractor may be called upon to assist DSHS in providing services, as appropriate, in the following areas: community evacuation; health and medical assistance; assessment of health and medical needs; health surveillance; medical care personnel; health and medical equipment and supplies; patient evacuation; in-hospital care and hospital facility status; food, drug, and medical device safety; worker health and safety; mental health and substance abuse; public health information; vector control and veterinary services; and victim identification and mortuary services. Contractor shall carry out disaster services in the manner most responsive to the needs of the emergency, be cost-effective, and be least intrusive on Contractor's primary services.

Section 2.03 **Consent to Medical Care of a Minor.** If Contractor provides medical, dental, psychological or surgical treatment to a minor under this Contract, either directly or through contracts

with subcontractors, Contractor shall not provide treatment of a minor unless informed consent to treatment is obtained pursuant to Tex. Fam. Code Chapter 32, relating to consent to treatment of a child by a non-parent or child or pursuant to other state law. If requirements of federal law relating to consent directly conflict with Tex. Fam. Code Chapter 32, federal law supersedes state law.

Section 2.04 **Telemedicine Medical Services.** Contractor shall ensure that if Contractor or its subcontractor uses telemedicine/telepsychiatry that the services are implemented in accordance with written procedures and using a protocol approved by Contractor's medical director and using equipment that complies with the equipment standards as required by the Department. Procedures for providing telemedicine service must include the following requirements:

a) clinical oversight by Contractor's medical director or designated physician responsible for medical leadership;
b) contraindication considerations for telemedicine use;
c) qualified staff members to ensure the safety of the individual being served by telemedicine at the remote site;
d) safeguards to ensure confidentiality and privacy in accordance with state and federal laws;
e) use by credentialed licensed providers providing clinical care within the scope of their licenses;
f) demonstrated competency in the operations of the system by all staff members who are involved in the operation of the system and provision of the services prior to initiating the protocol;
g) priority in scheduling the system for clinical care of individuals;
h) quality oversight and monitoring of satisfaction of the individuals served; and
i) management of information and documentation for telemedicine services that ensures timely access to accurate information between the two sites.

Telemedicine Medical Services does not include chemical dependency treatment services provided by electronic means under Rule § 448.911.

Section 2.05 **Fees for Personal Health Services.** Contractor may develop a system and schedule of fees for personal health services in accordance with the provisions of Tex. Health & Safety Code § 12.032, DSHS Rule §1.91 covering Fees for Personal Health Services, and other applicable laws or grant requirements. The amount of a fee must not exceed the actual cost of providing the services. No client may be denied a service due to inability to pay.

Section 2.06 **Cost Effective Purchasing of Medications.** If medications are funded under this Contract, Contractor shall make needed medications available to clients at the lowest possible prices and use the most cost effective medications purchasing arrangement possible.

Section 2.07 **Services and Information for Persons with Limited English Proficiency.** Contractor shall take reasonable steps to provide services and information, both orally and in writing, in appropriate languages other than English, to ensure that persons with limited English proficiency are effectively informed and can have meaningful access to programs, benefits, and activities. Contractor shall identify and document on the client records the primary language/dialect of a client who has limited English proficiency and the need for translation or interpretation services and shall not require a client to provide or pay for the services of a translator or interpreter. Contractor shall make every effort to avoid use of any persons under the age of eighteen (18) or any family member or friend of the client as an interpreter for essential communications with a client with limited English

proficiency, unless the client has requested that person and using the person would not compromise the effectiveness of services or violate the client's confidentiality and the client is advised that a free interpreter is available.

ARTICLE III FUNDING

Section 3.01 **Debt to State and Corporate Status.** Pursuant to Tex. Gov. Code § 403.055, the Department will not approve and the State Comptroller will not issue payment to Contractor if Contractor is indebted to the State for any reason, including a tax delinquency. Contractor, if a corporation, certifies by execution of this Contract that it is current and will remain current in its payment of franchise taxes to the State of Texas or that it is exempt from payment of franchise taxes under Texas law (Tex. Tax Code §§ 171.001 et seq.). Contractor, if a corporation, further certifies that it is and will remain in good standing with the Secretary of State's office. A false statement regarding franchise tax or corporate status is a material breach of this Contract. If franchise tax payments become delinquent during the Contract term, all or part of the payments under this Contract may be withheld until Contractor's delinquent franchise tax is paid in full.

Section 3.02 **Application of Payment Due.** Contractor agrees that any payments due under this Contract will be applied towards any debt of Contractor, including but not limited to delinquent taxes and child support that is owed to the State of Texas.

Section 3.03 **Use of Funds.** Contractor shall expend Department funds only for the provision of approved services and for reasonable and allowable expenses directly related to those services.

Section 3.04 **Use for Match Prohibited.** Contractor shall not use funds provided through this Contract for matching purposes in securing other funding unless directed or approved by the Department in writing.

Section 3.05 **Program Income.** Gross income directly generated from Department funds through a project or activity performed under a Program Attachment and/or earned only as a result of a Program Attachment during the term of the Program Attachment are considered program income. Unless otherwise required under the terms of the grant funding this Contract, Contractor shall use the addition alternative, as provided in UGMS § __.25(g)(2), for the use of program income to further the program objectives of the state or federal statute under which the Program Attachment was made, and Contractor shall spend the program income on the same Program Attachment project in which it was generated. Contractor shall identify and report this income in accordance with the Compliance and Reporting Article of these General Provisions, the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm and the provisions of the Program Attachment(s). Contractor shall expend program income during the Program Attachment term and may not carry forward to any succeeding term. Contractor shall refund program income not expended in the term in which it is earned to DSHS. DSHS may base future funding levels, in part, upon Contractor's proficiency in identifying, billing, collecting, and reporting program income, and in using it for the purposes and under the conditions specified in this Contract.

Section 3.06 **Nonsupplanting.** Contractor shall not supplant (i.e., use funds from this Contract to replace or substitute existing funding from other sources that also supports the activities that are the subject of this Contract) but rather shall use funds from this Contract to supplement existing state or

local funds currently available for a particular activity. Contractor shall make a good faith effort to maintain its current level of support. Contractor may be required to submit documentation substantiating that a reduction in state or local funding, if any, resulted for reasons other than receipt or expected receipt of funding under this Contract.

ARTICLE IV PAYMENT METHODS AND RESTRICTIONS

Section 4.01 **Payment Methods.** Except as otherwise provided by the provisions of the Program Attachment(s), the payment method for each Program Attachment will be one of the following methods:

a) cost reimbursement. This payment method is based on an approved budget in the Program Attachment(s) and acceptable submission of a request for reimbursement; or
b) unit rate/fee-for-service. This payment method is based on a fixed price or a specified rate(s) or fee(s) for delivery of a specified unit(s) of service, as stated in the Program Attachment(s) and acceptable submission of all required documentation, forms and/or reports.

Section 4.02 **Billing Submission.** Contractors shall bill the Department in accordance with the Program Attachment(s) in the form and format prescribed by DSHS. Unless otherwise specified in the Program Attachment(s) or permitted under the Third Party Payors section of this Article, Contractor shall submit requests for reimbursement or payment monthly within thirty (30) calendar days following the end of the month covered by the bill.

Section 4.03 **Final Billing Submission.** Unless otherwise provided by the Department, Contractor shall submit a reimbursement or payment request as a final close-out bill not later than sixty (60) calendar days following the end of the term of the Program Attachment for goods received and services rendered during the term. If necessary to meet this deadline, Contractor may submit reimbursement or payment requests by facsimile transmission. Reimbursement or payment requests received in DSHS's offices more than sixty (60) calendar days following the end of the applicable term will not be paid. Consideration of requests for an exception will be made on a case-by-case basis, subject to the availability of funding, and only for an extenuating circumstance, such as a catastrophic event, natural disaster, or criminal activity that substantially interferes with normal business operations or causes damage or destruction of a place of business and/or records. A written statement describing the extenuating circumstance and the last request for reimbursement must be submitted for review and approval to the DSHS Accounting Section.

Section 4.04 **Working Capital Advance.** If allowed under this Contract, a single one-time working capital advance per term of the Program Attachment may be granted at the Department's discretion. Contractor must submit documentation to the contract manager assigned to the Program Attachment to justify the need for a working capital advance. Contractor shall liquidate the working capital advance as directed by the Department. The requirements for the documentation justifying the need for an advance and the directions for liquidating the advance are found in the Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 4.05 **Financial Status Reports (FSRs).** Except as otherwise provided in these General Provisions or in the terms of the Program Attachment(s), for contracts with categorical budgets, Contractor shall submit quarterly FSRs to Accounts Payable by the thirtieth calendar day of the month following the end of each quarter of the Program Attachment term for Department review and

financial assessment. Contractor shall submit the final FSR no later than sixty (60) days following the end of the applicable term.

Section 4.06 **Third Party Payors.** A third party payor is any person or entity who has the legal responsibility for paying for all or part of the services provided. Third party payors include, but are not limited to, commercial health or liability insurance carriers, Medicaid, or other federal, state, local, and private funding sources. Except as provided in this Contract, Contractor shall screen all clients and shall not bill the Department for services eligible for reimbursement from third party payors. Contractor shall (a) enroll as a provider in Children's Health Insurance Program and Medicaid if providing approved services authorized under this Contract that may be covered by those programs, and bill those programs for the covered services; (b) provide assistance to individuals to enroll in such programs when the screening process indicates possible eligibility for such programs; (c) allow clients who are otherwise eligible for Department services, but cannot pay a deductible required by a third party payor, to receive services up to the amount of the deductible and to bill the Department for the deductible; (d) not bill the Department for any services eligible for third party reimbursement until all appeals to third party payors have been exhausted, in which case the thirty (30)-day requirement in the Billing Submission section will be extended until all such appeals have been exhausted; (e) maintain appropriate documentation from the third party payor reflecting attempts to obtain reimbursement; (f) bill all third party payors for services provided under this Contract before submitting any request for reimbursement to Department; and (g) provide third party billing functions at no cost to the client.

ARTICLE V TERMS AND CONDITIONS OF PAYMENT

Section 5.01 **Prompt Payment.** Upon receipt of a timely, undisputed invoice pursuant to this Contract, Department will pay Contractor. Payments and reimbursements are contingent upon a signed Contract and will not exceed the total amount of authorized funds under this Contract. Contractor is entitled to payment or reimbursement only if the service, work, and/or product has been authorized by the Department and performed or provided pursuant to this Contract. If those conditions are met, Department will make payment in accordance with the Texas prompt payment law (Tex. Gov. Code Chapter 2251). Contractor shall comply with Tex. Gov. Code Chapter 2251 regarding its prompt payment obligations to subcontractors. Payment of invoices by the Department will not constitute acceptance or approval of Contractor's performance, and all invoices and Contractor's performance are subject to audit or review by the Department.

Section 5.02 **Withholding Payments.** Department may withhold all or part of any payments to Contractor to offset reimbursement for any ineligible expenditures, disallowed costs, or overpayments that Contractor has not refunded to Department, or if financial status report(s) required by the Department are not submitted by the date(s) due. Department may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations.

Section 5.03 **Condition Precedent to Requesting Payment.** Contractor shall disburse program income, rebates, refunds, contract settlements, audit recoveries, and interest earned on such funds before requesting cash payments including any advance payments from Department.

Section 5.04 **Acceptance as Payment in Full.** Except as permitted in the Fees for Personal Health Services section of the Services Article of these General Provisions or under 25 Tex. Admin. Code § 444.413, Contractor shall accept reimbursement or payment from DSHS as payment in full for services or goods provided to clients or participants, and Contractor shall not seek additional reimbursement or payment for services or goods from clients or participants or charge a fee or make a profit with respect to the Contract. A fee or profit is considered to be an amount in excess of actual allowable costs that are incurred in conducting an assistance program.

ARTICLE VI ALLOWABLE COSTS AND AUDIT REQUIREMENTS

Section 6.01 **Allowable Costs.** For services satisfactorily performed, and sufficiently documented, pursuant to this Contract, DSHS will reimburse Contractor for allowable costs. Contractor must have incurred a cost prior to claiming reimbursement and within the applicable term to be eligible for reimbursement under this Contract. DSHS will determine whether costs submitted by Contractor are allowable and eligible for reimbursement. If DSHS has paid funds to Contractor for unallowable or ineligible costs, DSHS will notify Contractor in writing, and Contractor shall return the funds to DSHS within thirty (30) calendar days of the date of this written notice. DSHS may withhold all or part of any payments to Contractor to offset reimbursement for any unallowable or ineligible expenditures that Contractor has not refunded to DSHS, or if financial status report(s) required under the Financial Status Reports section are not submitted by the due date(s). DSHS may take repayment (recoup) from funds available under this Contract in amounts necessary to fulfill Contractor's repayment obligations. Applicable cost principles, audit requirements, and administrative requirements include-

Applicable Entity	Applicable Cost Principles	Audit Requirements	Administrative Requirements
State, Local and Tribal Governments	OMB Circular A-87 (2 CFR, Part 225)	OMB Circular A-133 and UGMS	UGMS, OMB Circular A-102, and applicable Federal awarding agency common rule
Educational Institutions	OMB Circular A-21 (2 CFR, Part 220); and UGMS, as applicable	OMB Circular A-133	OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule; and UGMS, as applicable
Non-Profit Organizations	OMB Circular A-122 (2 CFR, Part 230)	OMB Circular A-133 and UGMS	UGMS; OMB Circular A-110 (2 CFR, Part 215) and applicable Federal awarding agency common rule
For-profit Organization other	48 CFR Part 31, Contract Cost	OMB Circular A-133 and UGMS	UGMS and applicable Federal awarding

than a hospital and an organization named in OMB Circular A-122 (2 CFR Part, 230) as not subject to that circular.	Principles Procedures, or uniform cost accounting standards that comply with cost principles acceptable to the federal or state awarding agency		agency common rule

A chart of applicable Federal awarding agency common rules is located through a weblink on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. OMB Circulars will be applied with the modifications prescribed by UGMS with effect given to whichever provision imposes the more stringent requirement in the event of a conflict.

Section 6.02 **Independent Single or Program-Specific Audit**. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in federal funds awarded, Contractor shall have a single audit or program-specific audit in accordance with the Office of Management and Budget (OMB) Circ. No. A-133, the Single Audit Act of 1984, P L 98-502, 98 Stat. 2327, and the Single Audit Act Amendments of 1996, P L 104-156, 110 Stat. 1396. The $500,000 federal threshold amount includes federal funds passed through by way of state agency awards. If Contractor within Contractor's fiscal year expends a total amount of at least $500,000 in state funds awarded, Contractor must have a single audit or program-specific audit in accordance with UGMS, State of Texas Single Audit Circular. For-profit Contractors whose expenditures meet or exceed the federal and/or state expenditure thresholds stated above shall follow the guidelines in OMB Circular A-133 or UGMS, as applicable, for their program-specific audits. The HHSC Office of Inspector General (OIG) will notify Contractor to complete the Single Audit Determination Registration Form. If Contractor fails to complete the Single Audit Determination Form within thirty (30) calendar days after notification by OIG to do so, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract. The audit must be conducted by an independent certified public accountant and in accordance with applicable OMB Circulars, Government Auditing Standards, and UGMS, which is accessible through a web link on the DSHS website at http://www.dshs.state.tx.us/contracts/links.shtm. Contractor shall procure audit services in compliance with this section, state procurement procedures, as well as with the provisions of UGMS. Contractor, unless Contractor is a state governmental entity, shall competitively re-procure independent single audit services at least every five (5) years. Incumbent audit firms may participate in the re-procurement process; however, Contractor shall not procure services of the same audit firm for more than ten (10) consecutive years and shall require that the audit firm limit the amount of time the lead or coordinating audit partner (having primary responsibility for the audit) conducts the independent audit to a maximum of five (5) years within a ten-year period. Contractor may request, in writing to the DSHS Contract Oversight and Support Section, an exception from lead partner rotation for years six (6) through ten (10) of a ten-year period if the audit firm has only one lead partner. If the request is approved, Contractor shall require the audit firm to provide certification annually for years six through ten that the audit firm has no more than one partner and shall require the audit firm to contract with an independent audit firm to perform a second partner review of the

single or program-specific audit work performed for Contractor. Procurement of audit services must comply with the procurement standards of 45 CFR Part 74 or 92, as applicable, including obtaining competition and making positive efforts to use small, minority-owned, and women-owned business enterprises.

Section 6.03 **Submission of Audit.** Within thirty (30) calendar days of receipt of the audit reports required by the Independent Single or Program-Specific Audit section, Contractor shall submit one copy to the Department's Contract Oversight and Support Section, and one copy to the OIG, at the following addresses:

Department of State Health Services
Contract Oversight and Support, Mail Code 1326
P.O. Box 149347
Austin, Texas 78714-9347

Health and Human Services Commission
Office of Inspector General
Compliance/Audit, Mail Code 1326
P.O. Box 85200
Austin, Texas 78708-5200

If Contractor fails to submit the audit report as required by the Independent Single or Program-Specific Audit section within thirty (30) calendar days of receipt by Contractor of an audit report, Contractor shall be subject to DSHS sanctions and remedies for non-compliance with this Contract.

ARTICLE VII CONFIDENTIALITY

Section 7.01 **Maintenance of Confidentiality.** Contractor must maintain the privacy and confidentiality of information and records received during or related to the performance of this Contract, including patient and client records that contain protected health information (PHI), and any other information that discloses confidential personal information or identifies any client served by DSHS, in accordance with applicable federal and state laws, rules and regulations, including but not limited to 7 CFR Part 246; 42 CFR Part 2; 45 CFR Parts 160 and 164 (Health Insurance Portability and Accountability Act [HIPAA]); Tex. Health & Safety Code Chapters 12, 47, 81, 82, 85, 88, 92, 161, 181, 241, 245, 251, 534, 576, 577, 596, 611, and 773; and Tex. Occ. Code Chapters 56 and 159 and all applicable rules and regulations.

Section 7.02 **Department Access to PHI and Other Confidential Information.** Contractor shall cooperate with Department to allow Department to request, collect and receive PHI and other confidential information under this Contract, without the consent of the individual to whom the PHI relates, for funding, payment and administration of the grant program, and for purposes permitted under applicable state and federal confidentiality and privacy laws.

Section 7.03 **Exchange of Client-Identifying Information.** Except as prohibited by other law, Contractor and DSHS shall exchange PHI without the consent of clients in accordance with 45 CFR § 164.504(e)(3)(i)(B), Tex. Health & Safety Code § 533.009 and Rule Chapter 414, Subchapter A or

other applicable laws or rules. Contractor shall disclose information described in Tex. Health & Safety Code § 614.017(a)(2) relating to special needs offenders, to an agency described in Tex. Health & Safety Code § 614.017(c) upon request of that agency, unless Contractor documents that the information is not allowed to be disclosed under 45 CFR Part 164 or other applicable law.

Section 7.04 **Security of Patient or Client Records.** Contractor shall maintain patient and client records in compliance with state and federal law relating to security and retention of medical or mental health and substance abuse patient and client records. Department may require Contractor to transfer original or copies of patient and client records to Department, without the consent or authorization of the patient or client, upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if the care and treatment of the individual patient or client is transferred to another entity. Prior to providing services funded under this Contract to a patient or client, Contractor shall attempt to obtain consent from the patient or client to transfer copies of patient or client records to another entity funded by DSHS upon termination of this Contract or a Program Attachment to this Contract, as applicable, or if care or treatment is transferred to another DSHS-funded contractor.

Section 7.05 **HIV/AIDS Model Workplace Guidelines.** If providing direct client care, services, or programs, Contractor shall implement Department's policies based on the HIV/AIDS (human immunodeficiency virus/acquired immunodeficiency syndrome) Model Workplace Guidelines for Businesses, State Agencies, and State Contractors, Policy No. 090.021, and Contractor shall educate employees and clients concerning HIV and its related conditions, including AIDS, in accordance with the Tex. Health & Safety Code § 85.112-114. A link to the Model Workplace Guidelines can be found at http://www.dshs.state.tx.us/hivstd/policy/policies.shtm.

ARTICLE VIII RECORDS RETENTION

Section 8.01 **Retention.** Contractor shall retain records in accordance with applicable state and federal statutes, rules and regulations. At a minimum, Contractor shall retain and preserve all other records, including financial records that are generated or collected by Contractor under the provisions of this Contract, for a period of four (4) years after the termination of this Contract. If services are funded through Medicaid, the federal retention period, if more than four (4) years, will apply. Contractor shall retain all records pertaining to this Contract that are the subject of litigation or an audit until the litigation has ended or all questions pertaining to the audit are resolved. Legal requirements for Contractor may extend beyond the retention schedules established in this section. Contractor shall retain medical records in accordance with Tex. Admin. Code Title 22, Part 9, § 165.1(b) and (c) or other applicable statutes, rules and regulations governing medical information. Contractor shall include this provision concerning records retention in any subcontract it awards. If Contractor ceases business operations, it shall ensure that records relating to this Contract are securely stored and are accessible by the Department upon Department's request for at least four (4) years from the date Contractor ceases business or from the date this Contract terminates, whichever is sooner. Contractor shall provide the name and address of the party responsible for storage of records to the contract manager assigned to the Program Attachment.

ARTICLE IX ACCESS AND INSPECTION

Section 9.01 **Access.** In addition to any right of access arising by operation of law, Contractor, and any of Contractor's affiliate or subsidiary organizations or subcontractors shall permit the Department or any of its duly authorized representatives, as well as duly authorized federal, state or local authorities, including the Comptroller General of the United States, OIG, and the State Auditor's Office (SAO), unrestricted access to and the right to examine any site where business is conducted or client services are performed, and all records (including client and patient records, if any, and Contractor's personnel records and governing body personnel records), books, papers or documents related to this Contract; and the right to interview members of Contractor's governing body, staff, volunteers, participants and clients concerning the Contract, Contractor's business and client services. If deemed necessary by the Department or the OIG, for the purpose of investigation or hearing, Contractor shall produce original documents related to this Contract. The Department and HHSC will have the right to audit billings both before and after payment, and all documentation that substantiates the billings. Payments will not foreclose the right of Department and HHSC to recover excessive or illegal payments. Contractor shall make available to the Department information collected, assembled or maintained by Contractor relative to this Contract for the Department to respond to requests that it receives under the Public Information Act. Contractor shall include this provision concerning the right of access to, and examination of, sites and information related to this Contract in any subcontract it awards.

Section 9.02 **State Auditor's Office.** Contractor shall, upon request, make all records, books, papers, documents, or recordings related to this Contract available for inspection, audit, or reproduction during normal business hours to any authorized representative of the SAO. Contractor understands that the acceptance of funds under this Contract acts as acceptance of the authority of the SAO, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor shall cooperate fully with the SAO or its successor in the conduct of the audit or investigation, including providing all records requested, and providing access to any information the SAO considers relevant to the investigation or audit. The SAO's authority to audit funds will apply to Contract funds disbursed by Contractor to its subcontractors, and Contractor shall include this provision concerning the SAO's authority to audit and the requirement to cooperate, in any subcontract Contractor awards.

Section 9.03 **Responding to Deficiencies.** Any deficiencies identified by DSHS or HHSC upon examination of Contractor's records or during an inspection of Contractor's site(s) will be conveyed in writing to Contractor. Contractor shall submit, by the date prescribed by DSHS, a resolution to the deficiency identified in a site inspection, program review or management or financial audit to the satisfaction of DSHS or, if directed by DSHS, a corrective action plan to resolve the deficiency. A DSHS or HHSC determination of either an inadequate or inappropriate resolution of the findings may result in contract remedies or sanctions under the Breach of Contract and Remedies for Non-Compliance Article of these General Provisions.

ARTICLE X NOTICE REQUIREMENTS

Section 10.01 **Child Abuse Reporting Requirement.** This section applies to mental health and substance abuse contractors and contractors for the following public health programs: Human Immunodeficiency Virus/Sexually Transmitted Diseases (HIV/STD); Family Planning (Titles V, X and XX); Primary Health Care; Maternal and Child Health; and Women, Infants and Children (WIC)

Nutrition Services. Contractor shall make a good faith effort to comply with child abuse reporting guidelines and requirements in Tex. Fam. Code Chapter 261 relating to investigations of reports of child abuse and neglect. Contractor shall develop, implement and enforce a written policy that includes at a minimum the Department's Child Abuse Screening, Documenting, and Reporting Policy for Contractors/Providers and train all staff on reporting requirements. Contractor shall use the DSHS Child Abuse Reporting Form as required by the Department located at www.dshs.state.tx.us/childabusereporting. Contractor shall retain reporting documentation on site and make it available for inspection by DSHS.

Section 10.02 **Significant Incidents.** In addition to notifying the appropriate authorities, Contractor shall report to the contract manager assigned to the Program Attachment significant incidents involving substantial disruption of Contractor's program operation, or affecting or potentially affecting the health, safety or welfare of Department-funded clients or participants within seventy-two (72) hours of discovery.

Section 10.03 **Litigation.** Contractor shall notify the contract manager assigned to the Program Attachment of litigation related to or affecting this Contract and to which Contractor is a party within seven (7) calendar days of becoming aware of such a proceeding. This includes, but is not limited to an action, suit or proceeding before any court or governmental body, including environmental and civil rights matters, professional liability, and employee litigation. Notification must include the names of the parties, nature of the litigation and remedy sought, including amount of damages, if any.

Section 10.04 **Action Against the Contractor.** Contractor shall notify the contract manager assigned to the Program Attachment if Contractor has had a contract suspended or terminated for cause by any local, state or federal department or agency or nonprofit entity within three (3) working days of the suspension or termination. Such notification must include the reason for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the contract; and the contract or case reference number. If Contractor, as an organization, has surrendered its license or has had its license suspended or revoked by any local, state or federal department or agency or non-profit entity, it shall disclose this information within three (3) working days of the surrender, suspension or revocation to the contract manager assigned to the Program Attachment by submitting a one-page description that includes the reason(s) for such action; the name and contact information of the local, state or federal department or agency or entity; the date of the license action; and a license or case reference number.

Section 10.05 **Insolvency.** Contractor shall notify in writing the contract manager assigned to the Program Attachment of Contractor's insolvency, incapacity, or outstanding unpaid obligations to the Internal Revenue Service (IRS) or Texas Workforce Commission (TWC) within three (3) working days of the date of determination that Contractor is insolvent or incapacitated, or the date Contractor discovered an unpaid obligation to the IRS or TWC. Contractor shall notify in writing the contract manager assigned to the Program Attachment of its plan to seek bankruptcy protection within three (3) working days of such action by Contractor's governing body.

Section 10.06 **Misuse of Funds and Performance Malfeasance.** Contractor shall report to the contract manager assigned to the Program Attachment, any knowledge of debarment, suspected fraud, program abuse, possible illegal expenditures, unlawful activity, or violation of financial laws, rules, policies, and procedures related to performance under this Contract. Contractor shall make

such report no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Additionally, if this Contract is federally funded by the Department of Health and Human Services (HHS), Contractor shall report any credible evidence that a principal, employee, subcontractor or agent of Contractor, or any other person, has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving those funds. Contractor shall make this report to the HHS Office of Inspector General at http://www.oig.hhs.gov/fraud/hotline/ no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place.

Section 10.07 **Criminal Activity and Disciplinary Action.** Contractor affirms that no person who has an ownership or controlling interest in the organization or who is an agent or managing employee of the organization has been placed on community supervision, received deferred adjudication, is presently indicted for or has been convicted of a criminal offense related to any financial matter, federal or state program or felony sex crime. Contractor shall notify in writing the contract manager assigned to the Program Attachment if it has reason to believe Contractor, or a person with ownership or controlling interest in the organization or who is an agent or managing employee of the organization, an employee or volunteer of Contractor, or a subcontractor providing services under this Contract has engaged in any activity that would constitute a criminal offense equal to or greater than a Class A misdemeanor or if such activity would reasonably constitute grounds for disciplinary action by a state or federal regulatory authority, or has been placed on community supervision, received deferred adjudication, or been indicted for or convicted of a criminal offense relating to involvement in any financial matter, federal or state program or felony sex crime. Contractor shall make the reports required by this section no later than three (3) working days from the date that Contractor has knowledge or reason to believe such activity has taken place. Contractor shall not permit any person who engaged, or was alleged to have engaged, in an activity subject to reporting under this section to perform direct client services or have direct contact with clients, unless otherwise directed by DSHS.

Section 10.08 **Retaliation Prohibited.** Contractor shall not retaliate against any person who reports a violation of, or cooperates with an investigation regarding, any applicable law, rule, regulation or standard to the Department, another state agency, or any federal, state or local law enforcement official.

Section 10.09 **Documentation.** Contractor shall maintain appropriate documentation of all notices required under these General Provisions.

ARTICLE XI ASSURANCES AND CERTIFICATIONS

Section 11.01 **Certification.** Contractor certifies by execution of this Contract to the following:

a) it is not disqualified under 2 CFR §376.935 or ineligible for participation in federal or state assistance programs;
b) neither it, nor its principals, are presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from participation in this transaction by any federal or state department or agency;

c) it has not knowingly failed to pay a single substantial debt or a number of outstanding debts to a federal or state agency;
d) it is not subject to an outstanding judgment in a suit against Contractor for collection of the balance of a debt;
e) it is in good standing with all state and/or federal agencies that have a contracting or regulatory relationship with Contractor;
f) that no person who has an ownership or controlling interest in Contractor or who is an agent or managing employee of Contractor has been convicted of a criminal offense related to involvement in any program established under Medicare, Medicaid, or a federal block grant;
g) neither it, nor its principals have within the three(3)-year period preceding this Contract, has 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 private or public (federal, state or local) transaction or contract under a private or public transaction, violation of federal or state antitrust statutes (including those proscribing price-fixing between competitors, allocation of customers between competitors and bid-rigging), or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or false claims, tax evasion, obstruction of justice, receiving stolen property or any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of Contactor or its principals;
h) neither it, nor its principals is presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with the commission of any of the offenses enumerated in subsection g) of this section; and
i) neither it, nor its principals within a three(3)-year period preceding this Contract has had one or more public transaction (federal, state or local) terminated for cause or default.

Contractor shall include the certifications in this Article, without modification (except as required to make applicable to the subcontractor), in all subcontracts and solicitations for subcontracts. Where Contractor is unable to certify to any of the statements in this Article, Contractor shall submit an explanation to the contract manager assigned to the Program Attachment. If Contractor's status with respect to the items certified in this Article changes during the term of this Contract, Contractor shall immediately notify the contract manager assigned to the Program Attachment.

Section 11.02 **Child Support Delinquencies.** As required by Tex. Fam. Code § 231.006, a child support obligor who is more than thirty (30) calendar days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least twenty-five percent (25%) is not eligible to receive payments from state funds under a contract to provide property, materials, or services or receive a state-funded grant or loan. If applicable, Contractor shall maintain its eligibility to receive payments under this Contract, certifies that it is not ineligible to receive the payments specified in this Contract, and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate.

Section 11.03 **Authorization.** Contractor certifies that it possesses legal authority to contract for the services described in this Contract and that a resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the binding of the organization under this Contract including all understandings and assurances contained in this Contract, and directing and authorizing the person identified as the authorized representative of Contractor to act in connection with this Contract and to provide such additional information as may be required.

Section 11.04 **Gifts and Benefits Prohibited.** Contractor certifies that it has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, present or future employment, gift, loan, gratuity, special discount, trip, favor, service or anything of monetary value to a DSHS or HHSC official or employee in connection with this Contract.

Section 11.05 **Ineligibility to Receive the Contract.** (a) Pursuant to Tex. Gov. Code § 2155.004 and federal law, Contractor is ineligible to receive this Contract if this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements, statement(s) of work or Solicitation Document on which this Contract is based. Contractor certifies that neither Contractor, nor its employees, nor anyone acting for Contractor has received compensation from DSHS for participation in the development, drafting or preparation of specifications, requirements or statement(s) of work for this Contract or in the Solicitation Document on which this Contract is based; (b) pursuant to Tex. Gov. Code §§ 2155.006 and 2261.053, Contractor is ineligible to receive this Contract, if Contractor or any person who would have financial participation in this Contract has been convicted of violating federal law, or been assessed a federal civil or administrative penalty, in connection with a contract awarded by the federal government for relief, recovery or reconstruction efforts as a result of Hurricanes Rita or Katrina or any other disaster occurring after September 24, 2005; (c) Contractor certifies that the individual or business entity named in this Contract is not ineligible to receive the specified Contract under Tex. Gov. Code §§ 2155.004, 2155.006 or 2261.053, and acknowledges that this Contract may be terminated and payment withheld if these certifications are inaccurate.

Section 11.06 **Antitrust.** Pursuant to 15 USC § 1, et seq. and Tex. Bus. & Comm. Code § 15.01, et seq. Contractor certifies that neither Contractor, nor anyone acting for Contractor has violated the antitrust laws of this state or federal antitrust laws, nor communicated directly or indirectly regarding a bid with any competitor or any other person engaged in Contractor's line of business for the purpose of substantially lessening competition in such line of business.

Section 11.07 **Initiation and Completion of Work.** Contractor certifies that it shall initiate and complete the work under this Contract within the applicable time frame prescribed in this Contract.

ARTICLE XII GENERAL BUSINESS OPERATIONS OF CONTRACTOR

Section 12.01 **Responsibilities and Restrictions Concerning Governing Body, Officers and Employees**. Contractor and its governing body shall bear full responsibility for the integrity of the fiscal and programmatic management of the organization. This provision applies to all organizations, including Section 501(c)(3) organizations as defined in the Internal Revenue Service Code as not-for-

profit organizations. Each member of Contractor's governing body shall be accountable for all funds and materials received from Department. The responsibility of Contractor's governing body shall also include accountability for compliance with Department Rules, policies, procedures, and applicable federal and state laws and regulations; and correction of fiscal and program deficiencies identified through self-evaluation and Department's monitoring processes. Further, Contractor's governing body shall ensure separation of powers, duties, and functions of governing body members and staff. Staff members, including the executive director, shall not serve as voting members of Contractor's governing body. No member of Contractor's governing body, or officer or employee of Contractor shall vote for, confirm or act to influence the employment, compensation or change in status of any person related within the second degree of affinity or the third degree of consanguinity (as defined in Tex. Gov. Code Chapter 573) to the member of the governing body or the officer or any employee authorized to employ or supervise such person. This prohibition does not prohibit the continued employment of a person who has been continuously employed for a period of two (2) years prior to the election, appointment or employment of the officer, employee, or governing body member related to such person in the prohibited degree. These restrictions also apply to the governing body, officers and employees of Contractor's subcontractors. Ignorance of any Contract provisions or other requirements contained or referred to in this Contract will not constitute a defense or basis for waiving or appealing such provisions or requirements.

Section 12.02 **Management and Control Systems**. Contractor shall comply with all the requirements of the Department's Contractor's Financial Procedures Manual, and any of its subsequent amendments, which is available at the Department's web site: http://www.dshs.state.tx.us/contracts/cfpm.shtm. Contractor shall maintain an appropriate contract administration system to ensure that all terms, conditions, and specifications are met. Contractor shall develop, implement, and maintain financial management and control systems that meet or exceed the requirements of UGMS and adhere to procedures detailed in Department's Contractor's Financial Procedures Manual. Those requirements and procedures include, at a minimum, the following:

a) financial planning, including the development of budgets that adequately reflect all functions and resources necessary to carry out authorized activities and the adequate determination of costs;
b) financial management systems that include accurate accounting records that are accessible and identify the source and application of funds provided under each Program Attachment of this Contract, and original source documentation substantiating that costs are specifically and solely allocable to the Program Attachment and are traceable from the transaction to the general ledger; and
c) effective internal and budgetary controls; comparison of actual costs to budget; determination of reasonableness, allowableness, and allocability of costs; timely and appropriate audits and resolution of any findings; billing and collection policies; and a mechanism capable of billing and making reasonable efforts to collect from clients and third parties.

Section 12.03 **Insurance.** Contractor shall maintain insurance or other means of repairing or replacing assets purchased with Department funds. Contractor shall repair or replace with comparable equipment any such equipment not covered by insurance that is lost, stolen, damaged or destroyed. If any insured equipment purchased with DSHS funds is lost, stolen, damaged or destroyed, Contractor shall notify the contract manager assigned to the Program Attachment to obtain instructions whether to submit and pursue an insurance claim. Contractor shall use any insurance

proceeds to repair the equipment or replace the equipment with comparable equipment or remit the insurance proceeds to DSHS.

Section 12.04 **Fidelity Bond**. For the benefit of DSHS, Contractor is required to carry a fidelity bond or insurance coverage equal to the amount of funding provided under this Contract up to $100,000 that covers each employee of Contractor handling funds under this Contract, including person(s) authorizing payment of such funds. The fidelity bond or insurance must provide for indemnification of losses occasioned by (1) any fraudulent or dishonest act or acts committed by any of Contractor's employees, either individually or in concert with others, and/or (2) failure of Contractor or any of its employees to perform faithfully his/her duties or to account properly for all monies and property received by virtue of his/her position or employment. The bond or insurance acquired under this section must include coverage for third party property and include DSHS as a loss payee or equivalent designation. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the fidelity bond or insurance.

Section 12.05 **Liability Coverage.** For the benefit of DSHS, Contractor shall also maintain liability insurance coverage, referred to in Tex. Gov. Code § 2261.102, as "director and officer liability coverage" or similar coverage for all persons in management or governing positions within Contractor's organization or with management or governing authority over Contractor's organization (collectively "responsible persons"). Contractor shall ensure that the policy includes Property of Others coverage with respect to funds and other property of the State related to this Contract, and includes DSHS as a loss payee on the policy. Contractor shall maintain copies of liability policies on site for inspection by DSHS and shall submit copies of policies to DSHS upon request. This section applies to entities that are organized as non-profit corporations under the Texas Non-Profit Corporation Act; for-profit corporations organized under the Texas Business Corporations Act; and any other legal entity. Contractor shall maintain liability insurance coverage in an amount not less than the total value of this Contract and that is sufficient to protect the interests of Department in the event an actionable act or omission by a responsible person damages Department's interests. Contractor shall notify, and obtain prior approval from, the DSHS Contract Oversight and Support Section before settling a claim on the insurance.

Section 12.06 **Overtime Compensation.** Except as provided in this section, Contractor shall not use any of the funds provided by this Contract to pay the premium portion of overtime. Contractor shall be responsible for any obligations of premium overtime pay due employees. Premium overtime pay is defined as any compensation paid to an individual in addition to the employee's normal rate of pay for hours worked in excess of normal working hours. Funds provided under this Contract may be used to pay the premium portion of overtime only under the following conditions: 1) with the prior written approval of DSHS; 2) temporarily, in the case of an emergency or an occasional operational bottleneck; 3) when employees are performing indirect functions, such as administration, maintenance, or accounting; 4) in performance of tests, laboratory procedures, or similar operations that are continuous in nature and cannot reasonably be interrupted or otherwise completed; or 5) when lower overall cost to DSHS will result.

Section 12.07 **Program Site.** Contractor shall provide services only in locations that are in compliance with all applicable local, state and federal zoning, building, health, fire, and safety standards.

Section 12.08 **Cost Allocation Plan.** Contractor shall submit a Cost Allocation Plan in the format provided in the Department's Contractor's Financial Procedures Manual to the Department's Contract Oversight and Support Section, at Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, or by email to mailto:coscap@dshs.state.tx.us no later than the 60th calendar day after the effective date of the Contract, except when a Contractor has a current Cost Allocation Plan on file with the Department. Contractor shall implement and follow the applicable Cost Allocation Plan. If Contractor's plan is the same as in the previous year, by signing this Contract, Contractor certifies that its current Cost Allocation Plan for the current year is the same as that submitted to DSHS for the previous year. If the Cost Allocation Plan changes during the Contract term, Contractor shall submit a new Cost Allocation Plan to the Contract Oversight and Support Section within thirty (30) calendar days after the effective date of the change. Cost Allocation Plans must comply with the guidelines provided in the Department's Contractor's Financial Procedures Manual located at http://www.dshs.state.tx.us/contracts/cfpm.shtm.

Section 12.09 **Employee/Volunteer Background Screening**. Contractor shall comply with employee/volunteer background screening standards established by the Department.

Section 12.10 **Historically Underutilized Businesses (HUBs).** If Contractor was not required to submit a HUB subcontracting plan and if subcontracting is permitted under this Program Attachment, Contractor is encouraged to make a good faith effort to consider subcontracting with HUBs in accordance with Tex. Gov. Code Chapter 2161 and 34 Tex. Admin. Code § 20.14 et seq. Contractors may obtain a list of HUBs at http://www.window.state.tx.us/procurement/prog/hub. If Contractor has filed a HUB subcontracting plan, the plan is incorporated by reference in this Contract. If Contractor desires to make a change in the plan, Contractor must obtain prior approval from the Department's HUB Coordinator of the revised plan before proposed changes will be effective under this Contract. Contractor shall make a good faith effort to subcontract with HUBs during the performance of this Contract and shall report HUB subcontract activity to the Department's HUB Coordinator by the 15th day of each month for the prior month's activity, if there was any such activity, in accordance with 34 Tex. Admin. Code § 20.16(c).

Section 12.11 **Buy Texas.** Contractor shall purchase products and materials produced in Texas when the products and materials are available at a price and time comparable to products and materials produced outside of Texas as required by Tex. Gov. Code § 2155.4441.

Section 12.12 **Contracts with Subrecipient and Vendor Subcontractors.** Contractor may enter into contracts with subrecipient subcontractors unless restricted or otherwise prohibited in a specific Program Attachment(s). Prior to entering into a subrecipient agreement equaling or exceeding $100,000, Contractor shall obtain written approval from DSHS. Contractor shall establish written polices and procedures for procurement and monitoring of subcontracts and shall produce a subcontracting monitoring plan. Contractor shall monitor subrecipient subcontractors for both financial and programmatic performance and shall maintain pertinent records that must be available for inspection by DSHS. Contractor shall ensure that subcontractors are fully aware of the requirements placed upon them by state/federal statutes, rules, and regulations and by the provisions of this Contract.

Contracts with all subcontractors, whether vendor or subrecipient, must be in writing and include the following:

a) name and address of all parties and the subcontractor's Vendor Identification Number (VIN);
b) a detailed description of the services to be provided;
c) measurable method and rate of payment and total not-to-exceed amount of the contract;
d) clearly defined and executable termination clause; and
e) beginning and ending dates that coincide with the dates of the applicable Program Attachment(s) or that cover a term within the beginning and ending dates of the applicable Program Attachment(s).

Contractor is responsible to DSHS for the performance of any subcontractor. Contractor shall not contract with a subcontractor, at any tier, that is debarred, suspended, or excluded from or ineligible for participation in federal assistance programs; or if the subcontractor would be ineligible under the following sections of these General Provisions: Ineligibility to Receive the Contract section (Assurances and Certifications Article); or the Conflict of Interest or Transactions Between Related Parties sections (General Terms Article).

Section 12.13 **Status of Subcontractors.** Contractor shall require all subcontractors to certify that they are not delinquent on any repayment agreements; have not had a required license or certification revoked; and have not had a contract terminated by the Department. Contractors shall further require that subcontractors certify that they have not voluntarily surrendered within the past three (3) years any license issued by the Department.

Section 12.14 **Incorporation of Terms in Subrecipient Subcontracts.** Contractor shall include in all its contracts with subrecipient subcontractors and solicitations for subrecipient subcontracts, without modification (except as required to make applicable to the subcontractor), (1) the certifications stated in the Assurances and Certifications Article; (2) the requirements in the Conflicts of Interest section and the Transaction Between Related Parties section of the General Terms Article; and (3) a provision granting to DSHS, SAO, OIG, and the Comptroller General of the United States, and any of their representatives, the right of access to inspect the work and the premises on which any work is performed, and the right to audit the subcontractor in accordance with the Access and Inspection Article in these General Provisions. Each subrecipient subcontract contract must also include a copy of these General Provisions and a copy of the Statement of Work and any other provisions in the Program Attachment(s) applicable to the subcontract. Contractor shall ensure that all written agreements with subrecipient subcontractors incorporate the terms of this Contract so that all terms, conditions, provisions, requirements, duties and liabilities under this Contract applicable to the services provided or activities conducted by a subcontractor are passed down to that subcontractor. No provision of this Contract creates privity of contract between DSHS and any subcontractor of Contractor.

Section 12.15 **Independent Contractor.** Contractor is an independent contractor. Contractor shall direct and be responsible for the performance of its employees, subcontractors, joint venture participants or agents. Contractor is not an agent or employee of the Department or the State of Texas for any purpose whatsoever. For purposes of this Contract, Contractor acknowledges that its employees, subcontractors, joint venture participants or agents will not be eligible for unemployment compensation from the Department or the State of Texas.

Section 12.16 **Authority to Bind.** The person or persons signing this Contract on behalf of Contractor, or representing themselves as signing this Contract on behalf of Contractor, warrant and

guarantee that they have been duly authorized by Contractor to execute this Contract for Contractor and to validly and legally bind Contractor to all of its terms.

Section 12.17 **Tax Liability.** Contractor shall comply with all state and federal tax laws and is solely responsible for filing all required state and federal tax forms and making all tax payments. If the Department discovers that Contractor has failed to remain current on a liability to the IRS, this Contract will be subject to remedies and sanctions under this Contract, including immediate termination at the Department's discretion. If the Contract is terminated under this section, the Department will not enter into a contract with Contractor for three (3) years from the date of termination.

Section 12.18 **Notice of Organizational Change.** Contractor shall submit written notice to the contract manager assigned to the Program Attachment within ten (10) business days of any change to the Contractor's name; contact information; key personnel, officer, director or partner; organizational structure, such as merger, acquisition or change in form of business; legal standing; or authority to do business in Texas. A change in Contractor's name and certain changes in organizational structure require an amendment to this Contract in accordance with the Amendments section of these General Provisions.

Section 12.19 **Quality Management.** Contractor shall comply with quality management requirements as directed by the Department.

Section 12.20 **Equipment (Including Controlled Assets) Purchases.** Equipment means an article of nonexpendable, tangible personal property having a useful lifetime of more than one year and an acquisition cost of $5,000 or more, and "controlled assets." Controlled assets include firearms regardless of the acquisition cost, and the following assets with an acquisition cost of $500 or more: desktop and laptop computers, non-portable printers and copiers, emergency management equipment, communication devices and systems, medical and laboratory equipment, and media equipment. Contractors on a cost reimbursement payment method shall inventory all equipment. If the purchase of equipment is approved in writing by the Department, Contractor shall initiate the purchase of that equipment in the first quarter of the Contract or Program Attachment term, as applicable. Failure to timely initiate the purchase of equipment may result in loss of availability of funds for the purchase of equipment. Requests to purchase previously approved equipment after the first quarter of the Program Attachment must be submitted to the contract manager assigned to the Program Attachment.

Section 12.21 **Supplies.** Supplies are defined as consumable items necessary to carry out the services under this Contract including medical supplies, drugs, janitorial supplies, office supplies, patient educational supplies, software, and any items of tangible personal property other than those defined as equipment above.

Section 12.22 **Changes to Equipment List.** All items of equipment purchased with funds under this Contract must be itemized in Contractor's equipment list as finally approved by the Department in the executed Contract. Any changes to the approved equipment list in the executed Contract must be approved in writing by Department prior to the purchase of equipment. Contractor shall submit to the contract manager assigned to the Program Attachment, a written description including complete product specifications and need justification prior to purchasing any item of unapproved equipment.

If approved, Department will acknowledge its approval by means of a written amendment or by written acceptance of Contractor's Contract Revision Request, as appropriate.

Section 12.23 **Property Inventory and Protection of Assets.** Contractor shall maintain an inventory of equipment and property described in the Other Intangible Property section of Article XIII and submit an annual cumulative report of the equipment and other property on Form GC-11 (Contractor's Property Inventory Report) to the Department's Contract Oversight and Support Section, Mail Code 1326, P.O. Box 149347, Austin, Texas 78714-9347, no later than October 15th of each year. The report is located on the DSHS website at http://www.dshs.state.tx.us/contracts/forms.shtm. Contractor shall maintain, repair, and protect assets under this Contract to assure their full availability and usefulness. If Contractor is indemnified, reimbursed, or otherwise compensated for any loss of, destruction of, or damage to the assets provided or obtained under this Contract, Contractor shall use the proceeds to repair or replace those assets.

Section 12.24 **Bankruptcy.** In the event of bankruptcy, Contractor shall sever Department property, equipment, and supplies in possession of Contractor from the bankruptcy, and title must revert to Department. If directed by DSHS, Contractor shall return all such property, equipment and supplies to DSHS. Contractor shall ensure that its subcontracts, if any, contain a specific provision requiring that in the event the subcontractor's bankruptcy, the subcontractor must sever Department property, equipment, and supplies in possession of the subcontractor from the bankruptcy, and title must revert to Department, who may require that the property, equipment and supplies be returned to DSHS.

Section 12.25 **Title to Property.** At the conclusion of the contractual relationship between the Department and Contractor, for any reason, title to any remaining equipment and supplies purchased with funds under this Contract reverts to Department. Title may be transferred to any other party designated by Department. The Department may, at its option and to the extent allowed by law, transfer the reversionary interest to such property to Contractor.

Section 12.26 **Property Acquisitions.** Department funds must not be used to purchase buildings or real property. Any costs related to the initial acquisition of the buildings or real property are not allowable.

Section 12.27 **Disposition of Property.** Contractor shall follow the procedures in the American Hospital Association's (AHA's) "Estimated Useful Lives of Depreciable Hospital Assets" in disposing, at any time during or after the Contract term, of equipment purchased with the Department funds, except when federal or state statutory requirements supersede or when the equipment requires licensure or registration by the state, or when the acquisition price of the equipment is equal to or greater than $5,000. All other equipment not listed in the AHA reference (other than equipment that requires licensure or registration or that has an acquisition cost equal to or greater than $5,000) will be controlled by the requirements of UGMS. If, prior to the end of the useful life, any item of equipment is no longer needed to perform services under this Contract, or becomes inoperable, or if the equipment requires licensure or registration or had an acquisition price equal to or greater than $5,000, Contractor shall request disposition approval and instructions in writing from the contract manager assigned to the Program Attachment. After an item reaches the end of its useful life, Contractor shall ensure that disposition of any equipment is in accordance with Generally Accepted Accounting Principles, and any applicable federal guidance.

Section 12.28 **Closeout of Equipment.** At the end of the term of a Program Attachment that has no additional renewals or that will not be renewed (Closeout) or when a Program Attachment is otherwise terminated, Contractor shall submit to the contract manager assigned to the Program Attachment, an inventory of equipment purchased with Department funds and request disposition instructions for such equipment. All equipment purchased with Department funds must be secured by Contractor at the time of Closeout or termination of the Program Attachment and must be disposed of according to the Department's disposition instructions, which may include return of the equipment to DSHS or transfer of possession to another DSHS contractor, at Contractor's expense.

Section 12.29 **Assets as Collateral Prohibited.** Contractors on a cost reimbursement payment method shall not encumber equipment purchased with Department funds without prior written approval from the Department.

ARTICLE XIII GENERAL TERMS

Section 13.01 **Assignment.** Contractor shall not transfer, assign, or sell its interest, in whole or in part, in this Contract, or in any equipment purchased with funds from this Contract, without the prior written consent of the Department.

Section 13.02 **Lobbying.** Contractor shall comply with Tex. Gov. Code § 556.0055, which prohibits contractors who receive state funds from using those funds to pay lobbying expenses. Further, Contractor shall not use funds paid under this Contract, either directly or indirectly, to support the enactment, repeal, modification, or adoption of any law, regulation or policy at any level of government, or to pay the salary or expenses of any person related to any activity designed to influence legislation, regulation, policy or appropriations pending before Congress or the state legislature, or for influencing or attempting to influence an officer or employee of any federal or state agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any contract or the extension, continuation, renewal, amendment, or modification of any contract (31 USC § 1352 and UGMS). If at any time this Contract exceeds $100,000 of federal funds, Contractor shall file with the contract manager assigned to the Program Attachment a declaration containing the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of Contractor in connection with this Contract, a certification that none of the funds provided by Department have been or will be used for payment to lobbyists, and disclosure of the names of any and all registered lobbyists with whom Contractor has an agreement. Contractor shall file the declaration, certification, and disclosure at the time of application for this Contract; upon execution of this Contract unless Contractor previously filed a declaration, certification, or disclosure form in connection with the award; and at the end of each calendar quarter in which any event occurs that materially affects the accuracy of the information contained in any declaration, certification, or disclosure previously filed. Contractor shall require any person who requests or receives a subcontract to file the same declaration, certification, and disclosure with the contract manager assigned to the Program Attachment. Contractor shall also comply, as applicable, with the lobbying restrictions and requirements in OMB Circulars A-122 Attachment B paragraph 25; A-87 Attachment B section 27; A-110 section__.27 and A-21 paragraphs 17 and 28. Contractor shall include this provision in any subcontracts.

Section 13.03 **Conflict of Interest.** Contractor represents to the Department that it and its subcontractors, if any, do not have nor shall Contractor or its subcontractors knowingly acquire or retain, any financial or other interest that would conflict in any manner with the performance of their obligations under this Contract. Potential conflicts of interest include, but are not limited to, an existing or potential business or personal relationship between Contractor (or subcontractor), its principal (or a member of the principal's immediate family), or any affiliate or subcontractor and the Department or HHSC, their commissioners or employees, or any other entity or person involved in any way in any project that is the subject of this Contract. Contractor shall establish safeguards to prohibit employees and subcontractors and their employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain. If, at any time during the term of this Contract, Contractor or any of its subcontractors has a conflict of interest or potential conflict of interest, Contractor shall disclose the actual or potential conflict of interest to the contract manager assigned to the Program Attachment within ten (10) days of when Contractor becomes aware of the existence of the actual or potential conflict of interest. Contractor shall require each of its subcontractors to report to Contractor any conflict of interest or potential conflict of interest the subcontractor has or may have within ten (10) days of when the subcontractor becomes aware of the actual or potential conflict of interest.

Section 13.04 **Transactions Between Related Parties.** Contractor shall identify and report to DSHS any transactions between Contractor and a related party that is part of the work that the Department is purchasing under this Contract before entering into the transaction or immediately upon discovery. Contractor shall submit to the contract manager assigned to the Program Attachment the name, address and telephone number of the related party, how the party is related to Contractor and the work the related party will perform under this Contract. A related party is a person or entity related to Contractor by blood or marriage, common ownership or any association that permits either to significantly influence or direct the actions or policies of the other. Contractor, for purposes of reporting transactions between related parties, includes the entity contracting with the Department under this Contract as well as the chief executive officer, chief financial officer and program director of Contractor. Contractor shall comply with Tex. Gov. Code Chapter 573. Contractor shall maintain records and supply any additional information requested by the Department, regarding a transaction between related parties, needed to enable the Department to determine the appropriateness of the transaction pursuant to applicable state or federal law, regulations or circulars, which may include 45 CFR part 74, OMB Circ. No. A-110, 2 CFR § 215.42, and UGMS.

Section 13.05 **Intellectual Property.** Tex. Health & Safety Code § 12.020 authorizes DSHS to protect intellectual property developed as a result of this Contract.

a) "Intellectual property" means created property that may be protected under copyright, patent, or trademark/service mark law.
b) For purposes of this Contract intellectual property prepared for DSHS use, or a work specially ordered or commissioned through a contract for DSHS use is "work made for hire." DSHS owns works made for hire unless it agrees otherwise by contract. To the extent that title and interest to any such work may not, by operation of law, vest in DSHS, or such work may not be considered a work made for hire, Contractor irrevocably assigns the rights, title and interest therein to DSHS. DSHS has the right to obtain and hold in its name any and all patents, copyrights, registrations or other such protections as may be appropriate to the subject matter, and any extensions and renewals thereof. Contractor shall give DSHS and the State of Texas, as well as any person designated by DSHS and the State of Texas, all assistance

required to perfect the rights defined herein without charge or expense beyond those amounts payable to Contractor for goods provided or services rendered under this Contract.

c) If federal funds are used to finance activities supported by this Contract that result in the production of intellectual property, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes (1) the copyright in any intellectual property developed under this Contract, including any subcontract; and (2) any rights of copyright to which a Contractor purchases ownership with contract funds. Contractor shall place an acknowledgment of federal awarding agency grant support and a disclaimer, as appropriate, on any publication written or published with such support and, if feasible, on any publication reporting the results of or describing a grant-supported activity. An acknowledgment must be to the effect that "This publication was made possible by grant number _____ from (federal awarding agency)" or "The project described was supported by grant number _____ from (federal awarding agency)" and "Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the (federal awarding agency)."
d) If the terms of a federal grant award the copyright to Contractor, DSHS reserves a royalty-free, nonexclusive, worldwide and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for DSHS, public health, and state governmental noncommercial purposes (1) the copyright, trademark, service mark, and/or patent on an invention, discovery, or improvement to any process, machine, manufacture, or composition of matter; products; technology; scientific information; trade secrets; and computer software, in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (2) any rights of copyright, service or trade marks or patents to which a grantee, subgrantee or a Contractor purchases ownership with contract funds.
e) If the results of the contract performance are subject to copyright law, Contractor cannot publish those results without prior review and approval of DSHS. Contractor shall submit requests for review and approval to the contract manager assigned to the Program Attachment.

Section 13.06 **Other Intangible Property.** At the conclusion of the contractual relationship between Department and Contractor, for any reason, Department shall have the sole ownership rights and interest in all non-copyrightable intangible property that was developed, produced or obtained by Contractor as a specific requirement under this Contract or under any grant that funds this Contract, such as domain names, URLs, etc. Contractor shall inventory all such non-copyrightable intangible property. Contractor shall cooperate with Department and perform all actions necessary to transfer ownership of such property to the Department or its designee, or otherwise affirm Department's ownership rights and interest in such property. This provision will survive the termination or expiration of this Contract.

Section 13.07 **Severability and Ambiguity.** If any provision of this Contract is construed to be illegal or invalid, the illegal or invalid provision will be deemed stricken and deleted to the same extent and effect as if never incorporated, but all other provisions will continue. The Parties represent and agree that the language contained in this Contract is to be construed as jointly drafted, proposed and accepted.

Section 13.08 **Legal Notice.** Any notice required or permitted to be given by the provisions of this Contract will be deemed to have been received by a Party on the third business day after the date on

which it was mailed to the Party at the address specified by the Party to the other Party in writing or, if sent by certified mail, on the date of receipt.

Section 13.09 **Successors.** This Contract will be binding upon the Parties and their successors and assignees, except as expressly provided in this Contract.

Section 13.10 **Headings.** The articles and section headings used in this Contract are for convenience of reference only and will not be construed in any way to define, limit or describe the scope or intent of any provisions.

Section 13.11 **Parties.** The Parties represent to each other that they are entities fully familiar with transactions of the kind reflected by the contract documents, and are capable of understanding the terminology and meaning of their terms and conditions and of obtaining independent legal advice pertaining to this Contract.

Section 13.12 **Survivability of Terms.** Termination or expiration of this Contract or a Program Attachment for any reason will not release either Party from any liabilities or obligations in this Contract that (a) the Parties have expressly agreed will survive any such termination or expiration, or (b) remain to be performed or (c) by their nature would be intended to be applicable following any such termination or expiration.

Section 13.13 **Direct Operation.** At the Department's discretion, the Department may temporarily assume operations of a Contractor's program or programs funded under this Contract when the continued operation of the program by Contractor puts at risk the health or safety of clients and/or participants served by Contractor.

Section 13.14 **Customer Service Information.** If requested, Contractor shall supply such information as required by the Department to comply with the provisions of Tex. Gov. Code Chapter 2114 regarding Customer Service surveys.

Section 13.15 **Amendment.** The Parties agree that the Department may unilaterally reduce funds pursuant to the terms of this Contract without the written agreement of Contractor. All other amendments to this Contract must be in writing and agreed to by both Parties, except as otherwise specified in the Contractor's Notification of Change to Certain Contract Provisions section or the Contractor's Request for Revision to Certain Contract Provisions section of this Article. Contractor's request for certain budget revisions or other amendments must be submitted in writing, including a justification for the request, to the contract manager assigned to the Program Attachment; and if a budget revision or amendment is requested during the last quarter of the Contract or Program Attachment term, as applicable, Contractor's written justification must include a reason for the delay in making the request. Revision or other amendment requests may be granted at the discretion of DSHS. Except as otherwise provided in this Article, Contractor shall not perform or produce, and DSHS will not pay for the performance or production of, different or additional goods, services, work or products except pursuant to an amendment of this Contract that is executed in compliance with this section; and DSHS will not waive any term, covenant, or condition of this Contract unless by amendment or otherwise in compliance with this Article.

Section 13.16 **Contractor's Notification of Change to Certain Contract Provisions.** The following changes may be made to this Contract without a written amendment or the Department's prior approval:

a) contractor's contact person and contact information;
b) contact information for key personnel, as stated in Contractor's response to the Solicitation Document, if any;
c) cumulative budget line item transfers that exceed 10% among direct cost categories, other than the equipment category, of cost reimbursement contract Program Attachments of less than $100,000, provided that the total budget amount is unchanged;
d) minor corrections or clarifications to the Contract language that in no way alter the scope of work, objectives or performance measures;
e) a change in Contractor's share of the budget concerning non-DSHS funding other than program income and match, regardless of the amount of the change, provided that in changing the budget, Contractor is not supplanting DSHS funds; and
f) a change to remove community sites, independent school districts or schools, in substance abuse Program Attachments in accordance with an Implementation Plan that must be submitted along with the notification of the change to the contract manager assigned to the Program Attachment.

Contractor within ten (10) calendar days shall notify in writing the contract manager assigned to the Program Attachment of any change enumerated in this section. The notification may be by letter, fax or email. Cumulative budget line item transfers of 10% or less among direct cost categories, other than equipment, of cost reimbursement contracts of any amount do not require written amendment or prior approval or notification.

Section 13.17 **Contractor's Request for Revision of Certain Contract Provisions.** A Contractor's Revision Request is an alternative method for amending certain specified provisions of this Contract that is initiated by Contractor, but must be approved by DSHS. The following amendments to this Contract may be made through a Contractor's Revision Request, rather than through the amendment process described in the Amendment section of this Article:

a) cumulative budget line item transfers among direct cost categories, other than the equipment category, that exceed 10% of Program Attachments of $100,000 or more, provided that the total budget amount is unchanged;
b) line item transfer to other categories of funds for direct payment to trainees for training allowances;
c) change in clinic hours or location;
d) change in the equipment list substituting an item of equipment equivalent to an item of equipment on the approved budget;
e) changes in the equipment category of a previously approved equipment budget (other than acquisition of additional equipment, which requires an amendment to this Contract); and
f) changes specified in applicable OMB Circular cost principles as requiring prior approval, regardless of dollar threshold (e.g., foreign travel expenses, overtime premiums, membership fees); and
g) changes to add community sites, independent school districts or schools, in substance abuse Program Attachments.

In order to request a revision of any of the enumerated provisions, Contractor shall obtain a Contract Revision Request form from the DSHS website available at

http://www.dshs.state.tx.us/grants/forms.shtm, and complete the form as directed by the Department. Two copies of the completed form must be signed by Contractor's representative who is authorized to sign contracts on behalf of Contractor, and both original, signed forms must be submitted to the contract manager assigned to the Program Attachment. Any approved revision will not be effective unless signed by the DSHS Director of the Client Services Contracting Unit. A separate Contractor Revision Request is required for each Program Attachment to be revised. Circumstances of a requested contract revision may indicate the need for an amendment described in the Amendment section of this Article rather than a contract revision amendment under this section.

Section 13.18 **Immunity Not Waived.** THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS CONTRACT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY DEPARTMENT OR THE STATE OF TEXAS OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT DEPARTMENT OR THE STATE OF TEXAS MAY HAVE BY OPERATION OF LAW.

Section 13.19 **Hold Harmless and Indemnification.** Contractor, as an independent contractor, agrees to hold Department, the State of Texas, individual state employees and officers, and the federal government harmless and to indemnify them from any and all liability, suits, claims, losses, damages and judgments; and to pay all costs, fees, and damages to the extent that such costs, fees, and damages arise from performance or nonperformance of Contractor, its employees, subcontractors, joint venture participants or agents under this Contract.

Section 13.20 **Waiver.** Acceptance by either Party of partial performance or failure to complain of any action, non-action or default under this Contract will not constitute a waiver of either Party's rights under this Contract.

Section 13.21 **Electronic and Information Resources Accessibility and Security Standards.** As required by 1 Tex. Admin. Code Chapter 213, as a state agency, DSHS must procure products that comply with the State of Texas Accessibility requirements for Electronic and Information Resources specified in 1 Tex. Admin. Code Chapter 213 when such products are available in the commercial marketplace or when such products are developed in response to a procurement solicitation. If performance under this Contract includes the development, modification or maintenance of a website or other electronic and information resources for DSHS or for the public on behalf of DSHS, Contractor shall provide the Department of Information Resources (DIR) with the URL to its Voluntary Product Accessibility Template (VPAT) for reviewing compliance with the State of Texas Accessibility requirements (based on the federal standards established under Section 508 of the Rehabilitation Act), or indicate that the product/service accessibility information is available from the General Services Administration "Buy Accessible Wizard" (http://www.buyaccessible.gov). Contractors not listed with the "Buy Accessible Wizard" or supplying a URL to their VPAT must provide DIR with a report that addresses the same accessibility criteria in substantively the same format. Additional information regarding the "Buy Accessible Wizard" or obtaining a copy of the VPAT is located at http://www.section508.gov/. Contractor certifies that any network hardware or software purchased or provided under this Contract has undergone independent certification testing for known and relevant vulnerabilities, in accordance with rules adopted by DIR.

Section 13.22 **Force Majeure.** Neither Party will be liable for any failure or delay in performing all or some of its obligations, as applicable, under this Contract if such failure or delay is due to any cause beyond the reasonable control of such Party, including, but not limited to, extraordinarily severe weather, strikes, natural disasters, fire, civil disturbance, epidemic, war, court order, or acts of God. The existence of any such cause of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the cause of the delay or failure has been removed and, if applicable, for any reasonable period of time thereafter required to resume performance. A Party, within a period of time reasonable under the circumstances, must inform the other by any reasonable method (phone, email, etc.) and, as soon as practicable, must submit written notice with proof of receipt, of the existence of a force majeure event or otherwise waive the right as a defense to non-performance.

Section 13.23 **Interim Contracts.** The Parties agree that the Contract and/or any of its Program Attachments will automatically continue as an "Interim Contract" beyond the expiration date of the term of the Contract or Program Attachment(s), as applicable, under the following circumstances: (1) on or shortly prior to the expiration date of the Contract or Program Attachment, there is a state of disaster declared by the Governor that affects the ability or resources of the DSHS contract or program staff managing the Contract to complete in a timely manner the extension, renewal, or other standard contract process for the Contract or Program Attachment; and (2) DSHS makes the determination in its sole discretion that an Interim Contract is appropriate under the circumstances. DSHS will notify Contractor promptly in writing if such a determination is made. The notice will specify whether DSHS is extending the Contract or Program Attachment for additional time for Contractor to perform or complete the previously contracted goods and services (with no new or additional funding) or is purchasing additional goods and services as described in the Program Attachment for the term of the Interim Contract, or both. The notice will include billing instructions and detailed information on how DSHS will fund the goods or services to be procured during the Interim Contract term. The Interim Contract will terminate thirty (30) days after the disaster declaration is terminated unless the Parties agree to a shorter period of time.

ARTICLE XIV BREACH OF CONTRACT AND REMEDIES FOR NON-COMPLIANCE

Section 14.01 **Actions Constituting Breach of Contract.** Actions or inactions that constitute breach of contract include, but are not limited to, the following:

a) failure to properly provide the services and/or goods purchased under this Contract;
b) failure to comply with any provision of this Contract, including failure to comply with all applicable statutes, rules or regulations;
c) failure to pay refunds or penalties owed to the Department;
d) failure to comply with a repayment agreement with the Department or agreed order issued by the Department;
e) failure by Contractor to provide a full accounting of funds expended under this Contract;
f) discovery of a material misrepresentation in any aspect of Contractor's application or response to the Solicitation Document;
g) any misrepresentation in the assurances and certifications in Contractor's application or response to the Solicitation Document or in this Contract; or
h) Contractor is on or is added to the Excluded Parties List System (EPLS).

Section 14.02 **General Remedies and Sanctions.** The Department will monitor Contractor for both programmatic and financial compliance. The remedies and sanctions in this section are available to the Department against Contractor and any entity that subcontracts with Contractor for provision of services or goods. HHSC OIG may investigate, audit and impose or recommend imposition of remedies or sanctions to Department for any breach of this Contract and may monitor Contractor for financial compliance. The Department may impose one or more remedies or sanctions for each item of noncompliance and will determine remedies or sanctions on a case-by-case basis. Contractor is responsible for complying with all of the terms of this Contract. The listing of or use of one or more of the remedies or sanctions in this section does not relieve Contractor of any obligations under this Contract. A state or federal statute, rule or regulation, or federal guideline will prevail over the provisions of this Article unless the statute, rule, regulation, or guideline can be read together with the provision(s) of this Article to give effect to both. If Contractor breaches this Contract by failing to comply with one or more of the terms of this Contract, including but not limited to compliance with applicable statutes, rules or regulations, the Department may take one or more of the following actions:

a) terminate this Contract or a Program Attachment of this Contract as it relates to a specific program type. In the case of termination, the Department will inform Contractor of the termination no less than thirty (30) calendar days before the effective date of the termination in a notice of termination, except for circumstances that require immediate termination as described in the Emergency Action section of this Article. The notice of termination will state the effective date of the termination, the reasons for the termination, and, if applicable, alert Contractor of the opportunity to request a hearing on the termination pursuant to Tex. Gov. Code Chapter 2105 regarding administration of Block Grants. Contractor shall not make any claim for payment or reimbursement for services provided from the effective date of termination;
b) suspend all or part of this Contract. Suspension is, depending on the context, either (1) the temporary withdrawal of Contractor's authority to obligate funds pending corrective action by Contractor or its subcontractor(s) or pending a decision to terminate or amend this Contract, or (2) an action taken by the Department to immediately exclude a person from participating in contract transactions for a period of time, pending completion of an investigation and such legal or debarment proceedings as may ensue. Contractor shall not bill DSHS for services performed during suspension, and Contractor's costs resulting from obligations incurred by Contractor during a suspension are not allowable unless expressly authorized by the notice of suspension;
c) deny additional or future contracts with Contractor;
d) reduce the funding amount for failure to 1) provide goods and services as described in this Contract or consistent with Contract performance expectations, 2) achieve or maintain the proposed level of service, 3) expend funds appropriately and at a rate that will make full use of the award, or 4) achieve local match, if required;
e) disallow costs and credit for matching funds, if any, for all or part of the activities or action not in compliance;
f) temporarily withhold cash payments. Temporarily withholding cash payments means the temporary withholding of a working capital advance, if applicable, or reimbursements or payments to Contractor for proper charges or obligations incurred, pending resolution of issues of noncompliance with conditions of this Contract or indebtedness to the United States or to the State of Texas;

g) permanently withhold cash payments. Permanent withholding of cash payment means that Department retains funds billed by Contractor for (1) unallowable, undocumented, disputed, inaccurate, improper, or erroneous billings; (2) material failure to comply with Contract provisions; or (3) indebtedness to the United States or to the State of Texas;
h) declare this Contract void upon the Department's determination that this Contract was obtained fraudulently or upon the Department's determination that this Contract was illegal or invalid from this Contract's inception and demand repayment of any funds paid under this Contract;
i) request that Contractor be removed from the Centralized Master Bidders List (CMBL) or any other state bid list, and barred from participating in future contracting opportunities with the State of Texas;
j) delay execution of a new contract or contract renewal with Contractor while other imposed or proposed sanctions are pending resolution;
k) place Contractor on probation. Probation means that Contractor will be placed on accelerated monitoring for a period not to exceed six (6) months at which time items of noncompliance must be resolved or substantial improvement shown by Contractor. Accelerated monitoring means more frequent or more extensive monitoring will be performed by Department than would routinely be conducted;
l) require Contractor to obtain technical or managerial assistance;
m) establish additional prior approvals for expenditure of funds by Contractor;
n) require additional or more detailed, financial and/or programmatic reports to be submitted by Contractor;
o) demand repayment from Contractor when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices, or failure to comply with Contract terms;
p) pursue a claim for damages as a result of breach of contract;
q) require Contractor to prohibit any employee or volunteer of Contractor from performing under this Contract or having direct contact with DSHS-funded clients or participants, or require removal of any employee, volunteer, officer or governing body member, if the employee, volunteer, officer or member of the governing body has been indicted or convicted of the misuse of state or federal funds, fraud or illegal acts that are in contraindication to continued obligations under this Contract, as reasonably determined by DSHS;
r) withhold any payments to Contractor to satisfy any recoupment, liquidated damages, match insufficiency, or any penalty (if the penalty is permitted by statute) imposed by DSHS, and take repayment from funds available under this Contract in amounts necessary to fulfill Contractor's payment or repayment obligations;
s) reduce the Contract term;
t) recoup improper payments when it is verified that Contractor has been overpaid, e.g., because of disallowed costs, payments not supported by proper documentation, improper billing or accounting practices or failure to comply with Contract terms;
u) assess liquidated damages;
v) demand repayment of an amount equal to the amount of any match Contractor failed to provide, as determined by DSHS;
w) impose other remedies, sanctions or penalties permitted by statute.

Section 14.03 **Notice of Remedies or Sanctions.** Department will formally notify Contractor in writing when a remedy or sanction is imposed (with the exception of accelerated monitoring, which

may be unannounced), stating the nature of the remedies and sanction(s), the reasons for imposing them, the corrective actions, if any, that must be taken before the actions will be removed and the time allowed for completing the corrective actions, and the method, if any, of requesting reconsideration of the remedies and sanctions imposed. Other than in the case of repayment or recoupment, Contractor is required to file, within fifteen (15) calendar days of receipt of notice, a written response to Department acknowledging receipt of such notice. If requested by the Department, the written response must state how Contractor shall correct the noncompliance (corrective action plan) or demonstrate in writing that the findings on which the remedies or sanction(s) are based are either invalid or do not warrant the remedies or sanction(s). If Department determines that a remedy or sanction is warranted, unless the remedy or sanction is subject to review under a federal or state statute, regulation, rule, or guideline, Department's decision is final. Department will provide written notice to Contractor of Department's decision. If required by the Department, Contractor shall submit a corrective action plan for DSHS approval and take corrective action as stated in the approved corrective action plan. If DSHS determines that repayment is warranted, DSHS will issue a demand letter to Contractor for repayment. If full repayment is not received within the time limit stated in the demand letter, and if recoupment is available, DSHS will recoup the amount due to DSHS from funds otherwise due to Contractor under this Contract.

Section 14.04 **Emergency Action.** In an emergency, Department may immediately terminate or suspend all or part of this Contract, temporarily or permanently withhold cash payments, deny future contract awards, or delay contract execution by delivering written notice to Contractor, by any verifiable method, stating the reason for the emergency action. An "emergency" is defined as the following:

a) Contractor is noncompliant and the noncompliance has a direct adverse effect on the public or client health, welfare or safety. The direct adverse effect may be programmatic or financial and may include failing to provide services, providing inadequate services, providing unnecessary services, or using resources so that the public or clients do not receive the benefits contemplated by the scope of work or performance measures; or
b) Contractor is expending funds inappropriately.

Whether Contractor's conduct or noncompliance is an emergency will be determined by Department on a case-by-case basis and will be based upon the nature of the noncompliance or conduct.

ARTICLE XV CLAIMS AGAINST THE DEPARTMENT

Section 15.01 **Breach of Contract Claim.** The process for a breach of contract claim against the Department provided for in Tex. Gov. Code Chapter 2260 and implemented in Department Rules §§ 1.431-1.447 will be used by DSHS and Contractor to attempt to resolve any breach of contract claim against DSHS.

Section 15.02 **Notice.** Contractor's claims for breach of this Contract that the Parties cannot resolve in the ordinary course of business must be submitted to the negotiation process provided in Tex. Gov Code Chapter 2260, subchapter B. To initiate the process, Contractor shall submit written notice, as required by subchapter B, to DSHS's Office of General Counsel. The notice must specifically state that the provisions of Chapter 2260, subchapter B, are being invoked. A copy of the notice must also be given to all other representatives of DSHS and Contractor. Subchapter B is a condition precedent to the filing of a contested case proceeding under Tex. Gov. Code Chapter 2260, subchapter C.

Section 15.03 **Sole Remedy.** The contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is Contractor's sole and exclusive process for seeking a remedy for any and all alleged breaches of contract by DSHS if the Parties are unable to resolve their disputes under this Article.

Section 15.04 **Condition Precedent to Suit.** Compliance with the contested case process provided in Tex. Gov. Code Chapter 2260, subchapter C, is a condition precedent to seeking consent to sue from the Legislature under Tex. Civ. Prac. & Rem. Code Chapter 107. Neither the execution of this Contract by DSHS nor any other conduct of any representative of DSHS relating to this Contract will be considered a waiver of sovereign immunity to suit.

Section 15.05 **Performance Not Suspended.** Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by Contractor, in whole or in part.

ARTICLE XVI TERMINATION

Section 16.01 **Expiration of Contract or Program Attachment(s).** Except as provided in the Survivability of Terms section of the General Terms Article, Contractor's service obligations stated in each Program Attachment will end upon the expiration date of that Program Attachment unless extended or renewed by written amendment. Prior to completion of the term of all Program Attachments, all or a part of this Contract may be terminated with or without cause under this Article.

Section 16.02 **Effect of Termination.** Termination is the permanent withdrawal of Contractor's authority to obligate previously awarded funds before that authority would otherwise expire or the voluntary relinquishment by Contractor of the authority to obligate previously awarded funds. Contractor's costs resulting from obligations incurred by Contractor after termination of an award are not allowable unless expressly authorized by the notice of termination. Upon termination of this Contract or Program Attachment, as applicable, Contractor shall cooperate with DSHS to the fullest extent possible to ensure the orderly and safe transfer of responsibilities under this Contract or Program Attachment, as applicable, to DSHS or another entity designated by DSHS. Upon termination of all or part of this Contract, Department and Contractor will be discharged from any further obligation created under the applicable terms of this Contract or the Program Attachment, as applicable, except for the equitable settlement of the respective accrued interests or obligations incurred prior to termination and for Contractor's duty to cooperate with DSHS, and except as provided in the Survivability of Terms section of the General Terms Article. Termination does not, however, constitute a waiver of any remedies for breach of this Contract. In addition, Contractor's obligations to retain records and maintain confidentiality of information will survive this Contract.

Section 16.03 **Acts Not Constituting Termination.** Termination does not include the Department's (1) withdrawal of funds awarded on the basis of Contractor's underestimate of the unobligated balance in a prior period; (2) withdrawal of the unobligated balance at the expiration of the term of a program attachment; (3) refusal to extend a program attachment or award additional funds to make a competing or noncompeting continuation, renewal, extension, or supplemental award; (4) non-renewal of a contract or program attachment at Department's sole discretion; or (5) voiding of a contract upon determination that the award was obtained fraudulently, or was otherwise illegal or invalid from inception.

Section 16.04 **Termination Without Cause.**

a) Either Party may terminate this Contract or a Program Attachment, as applicable, with at least thirty (30) calendar days prior written notice to the other Party, except that if Contractor seeks to terminate a Contract or Program Attachment that involves residential client services, Contractor shall give the Department at least ninety (90) calendar days prior written notice and shall submit a transition plan to ensure client services are not disrupted.
b) The Parties may terminate this Contract or a Program Attachment by mutual agreement.
c) Either Party may terminate this Contract or a Program Attachment with at least thirty (30) calendar days prior written notice to the other Party if funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendments to the Appropriations Act, health and human services consolidations, or any disruption of current appropriated funding for this Contract or Program Attachment.
d) Department may terminate this Contract or a Program Attachment immediately when, in the sole determination of Department, termination is in the best interest of the State of Texas.

Section 16.05 **Termination For Cause.** Either Party may terminate for material breach of this Contract with at least thirty (30) calendar days written notice to the other Party. Department may terminate this Contract, in whole or in part, for breach of contract or for any other conduct that jeopardizes the Contract objectives, by giving at least thirty (30) calendar days written notice to Contractor. Such conduct may include one or more of the following:

a) Contractor has failed to adhere to any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction;
b) Contractor fails to communicate with Department or fails to allow its employees or those of its subcontractor to communicate with Department as necessary for the performance or oversight of this Contract;
c) Contractor breaches a standard of confidentiality with respect to the services provided under this Contract;
d) Department determines that Contractor is without sufficient personnel or resources to perform under this Contract or that Contractor is otherwise unable or unwilling to fulfill any of its requirements under this Contract or exercise adequate control over expenditures or assets;
e) Department determines that Contractor, its agent or another representative offered or gave a gratuity (e.g., entertainment or gift) to an official or employee of DSHS or HHSC for the purpose of obtaining a contract or favorable treatment;
f) Department determines that this Contract includes financial participation by a person who received compensation from DSHS to participate in developing, drafting or preparing the specifications, requirements or statement(s) of work or Solicitation Document on which this Contract is based in violation of Tex. Gov. Code § 2155.004; or Department determines that Contractor was ineligible to receive this Contract under Tex. Gov. Code §§ 2155.006 or 2261.053 related to certain disaster response contracts;
g) Contractor appears to be financially unstable. Indicators of financial instability may include one or more of the following:
    1) Contractor fails to make payments;
    2) Contractor makes an assignment for the benefit of its creditors;
    3) Contractor admits in writing its inability to pay its debts generally as they become due;

4) if judgment for the payment of money in excess of $50,000 (that is not covered by insurance) is rendered by any court or governmental body against Contractor, and Contractor does not (a) discharge the judgment, or (b) provide for its discharge in accordance with its terms, or (c) procure a stay of execution within thirty (30) calendar days from the date of entry of the judgment, or (d) if the execution is stayed, within the thirty (30)-day period or a longer period during which execution of the judgment has been stayed, appeal from the judgment and cause the execution to be stayed during such appeal while providing such reserves for the judgment as may be required under Generally Accepted Accounting Principles;
5) a writ or warrant of attachment or any similar process is issued by any court against all or any material portion of the property of Contractor, and such writ or warrant of attachment or any similar process is not released or bonded within thirty (30) calendar days after its issuance;
6) Contractor is adjudicated bankrupt or insolvent;
7) Contractor files a case under the Federal Bankruptcy Code or seeks relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, or consents to the filing of any case or petition against it under any such law;
8) any property or portion of the property of Contractor is sequestered by court order and the order remains in effect for more than thirty (30) calendar days after Contractor obtains knowledge of the sequestration;
9) a petition is filed against Contractor under any state reorganization, arrangement, insolvency, readjustment of debt, dissolution, receivership or liquidation law of any jurisdiction then in effect, and the petition is not dismissed within thirty (30) calendar days; or
10) Contractor consents to the appointment of a receiver, trustee, or liquidator of Contractor or of all or any part of its property;

h) Contractor's management system does not meet the UGMS management standards; or
i) Any required license, certification, permit, registration or approval required to conduct Contractor's business or to perform services under this Contract is not obtained or is revoked, is surrendered, expires, is not renewed, is inactivated or is suspended.

Section 16.06 **Notice of Termination.** Either Party may deliver written notice of intent to terminate by any verifiable method. If either Party gives notice of its intent to terminate all or a part of this Contract, Department and Contractor shall attempt to resolve any issues related to the anticipated termination in good faith during the notice period.

ARTICLE XVII VOID, SUSPENDED, AND TERMINATED CONTRACTS

Section 17.01 **Void Contracts.** Department may void this Contract upon determination that the award was obtained fraudulently or was otherwise illegal or invalid from its inception.

Section 17.02 **Effect of Void, Suspended, or Involuntarily Terminated Contract.** A Contractor who has been a party to a contract with DSHS that has been found to be void, or is suspended, or is terminated for cause is not eligible for expansion of current contracts, if any, or new contracts or renewals until, in the case of suspension or termination, the Department has determined that

Contractor has satisfactorily resolved the issues underlying the suspension or termination. Additionally, if this Contract is found to be void, any amount paid is subject to repayment.

Section 17.03 **Appeals Rights.** Pursuant to Tex. Gov. Code § 2105.302, after receiving notice from the Department of termination of a contract with DSHS funded by block grant funds, Contractor may request an administrative hearing under Tex. Gov. Code Chapter 2001.

ARTICLE XVIII CLOSEOUT

Section 18.01 **Cessation of Services At Closeout.** Upon expiration of this Contract or Program Attachment, as applicable, (and any renewals of this Contract or Program Attachment) on its own terms, Contractor shall cease services under this Contract or Program Attachment; and shall cooperate with DSHS to the fullest extent possible upon expiration or prior to expiration, as necessary, to ensure the orderly and safe transfer of responsibilities under this Contract to DSHS or another entity designated by DSHS. Upon receiving notice of Contract or Program Attachment termination or non-renewal, Contractor shall immediately begin to effect an orderly and safe transition of recipients of services to alternative service providers, as needed. Contractor also shall completely cease providing services under this Contract or Program Attachment by the date specified in the termination or non-renewal notice. Contractor shall not bill DSHS for services performed after termination or expiration of this Contract or Program Attachment, or incur any additional expenses once this Contract or Program Attachment is terminated or has expired. Upon termination, expiration (with no renewal) or non-renewal of this Contract or a Program Attachment, Contractor shall immediately initiate Closeout activities described in this Article.

Section 18.02 **Administrative Offset.** The Department has the right to administratively offset amounts owed by Contractor against billings.

Section 18.03 **Deadline for Closeout.** Contractor shall submit all financial, performance, and other Closeout reports required under this Contract within sixty (60) calendar days after the Contract or Program Attachment end date. Unless otherwise provided under the Final Billing Submission section of the Payment Methods and Restrictions Article, the Department is not liable for any claims that are not received within sixty (60) calendar days after the Contract or Program Attachment end date.

Section 18.04 **Payment of Refunds.** Any funds paid to Contractor in excess of the amount to which Contractor is finally determined to be entitled under the terms of this Contract constitute a debt to the Department and will result in a refund due, which Contractor shall pay within the time period established by the Department.

Section 18.05 **Disallowances and Adjustments.** The Closeout of this Contract or Program Attachment does not affect the Department's right to disallow costs and recover funds on the basis of a later audit or other review or Contractor's obligation to return any funds due as a result of later refunds, corrections, or other transactions.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

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

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or an employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant. loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Signature _____ Date _____

Print Name of Authorized Individual

2011-037518
Application or Contract Number

HIDALGO COUNTY HEALTH DEPARTMENT
Organization Name

DATE: November 17, 2010

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 0-1293-441-00-340-042-1 PPCPS / PHER

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

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT -
0-1293-441-00-340-042-1-113	Regular Full-Time Employees	$ 253,106.00
0-1293-441-00-340-042-1-211	Health Insurance	$ 29,148.00
0-1293-441-00-340-042-1-212	Life Insurance	$ 227.00
0-1293-441-00-340-042-1-220	FICA	$ 19,363.00
0-1293-441-00-340-042-1-230	Retirement	$ 22,577.00
0-1293-441-00-340-042-1-250	Unemployment Compensation	$ 12,655.00
0-1293-441-00-340-042-1-581	In-county Employee Travel	$ 8,256.00
0-1293-441-00-340-042-1-583	Out-Of-County Employee Travel	$ 31,075.00
0-1293-441-00-340-042-1-320	Professional	$ 480,206.00
0-1293-441-00-340-042-1-336	Computer Services	$ 25,000.00
0-1293-441-00-340-042-1-339	Other Professional Services	$ 56,000.00
0-1293-441-00-340-042-1-421	Disposal	$ 4,000.00
0-1293-441-00-340-042-1-432	Repair & maintenance services - equipr	$ 6,000.00
0-1293-441-00-340-042-1-441	Rental of land and buildings	$ 30,000.00
0-1293-441-00-340-042-1-442	Rental of equipment and vehicles	$ 10,000.00
0-1293-441-00-340-042-1-540	Advertising	$ 140,000.00
0-1293-441-00-340-042-1-550	Printing & binding	$ 36,090.00
0-1293-441-00-340-042-1-584	Registration Fees	$ 9,519.00
0-1293-441-00-340-042-1-601	Office & Computer Supplies	$ 43,200.00
0-1293-441-00-340-042-1-603	Educational / Instructional Supplies	$ 61,511.00
0-1293-441-00-340-042-1-604	Medical & Laboratory Supplies	$ 87,700.00
0-1293-441-00-340-042-1-607	Household & Janitorial Supplies	$ 15,000.00
0-1293-441-00-340-042-1-613	Safety Supplies	$ 9,829.00
0-1293-441-00-340-042-1-626	Gasoline / diesel	$ 8,000.00
0-1293-441-00-340-042-1-661	Minor Office Furniture & Equipment	$ 11,799.00
0-1293-441-00-340-042-1-664	Other Minor Equipment	$ 1,200.00
0-1293-441-00-340-042-1-745	Computer Equipment	$ 25,196.00
0-1293-441-00-340-042-1-748	Other Equipment	$ 84,654.00
0-1293-441-00-340-042-1-812	Software License Renewals	$ 5,000.00
	TOTAL BUDGET	$ 1,526,311.00

INCREASE REQUEST $

Revenue Account # 0-1293-331-12-340-042-1-000 - PPCPS / PHER $ 1,526,311.00

REASON: Appropriate FY2011 PPCPS / PHER Budget for the period 10/1/2010 to 7/31/2011.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

November 17, 2010

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

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

AMOUNT	PURPOSE
$1,526,311.00	2011-037518-001 PPCPS/PHER-FA1 Identify gaps in mass vaccination planning/implementation

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/17/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

HIDALGO COUNTY HEALTH & HUMAN SERVICES DEPARMENT
PPCPS / PHER FA1 GRANT CONTRACT - EMPLOYEE SALARY SCHEDULE
0-1293-441-00-340-042-1-XXX

Term: 10/01/2010 - 07/31/2011

Slot #	Employee Name	Employee Title	Salary 10/01/2010-12/31/2010	Salary 01/01/2010-07/31/2010	Salary Grant Period
		Epidemiologist Assistant	13,631.70	31,807.30	45,439.00
		Epidemiologist Assistant	13,631.70	31,807.30	45,439.00
		Public Health Planner	10,019.70	23,379.30	33,399.00
		Public Health Specialist III	10,019.00	23,379.00	33,398.00
		Public Health Web Developer Tec	8,589.90	20,043.10	28,633.00
		Public Health Specialist III	10,019.70	23,379.30	33,399.00
		Public Health Specialist III	10,019.70	23,379.30	33,399.00
		Total Salary	**75,931.40**	**177,174.60**	**253,106.00**
		Health Insurance	3600 / Yr / employee		29,148.00
		Life Insurance	27 / Yr / employee		227.00
		FICA	7.65%		19,363.00
		Retirement	8.92%		22,577.00
		Unemployment	0.50%		12,655.00
		Workermans Compensation	-		-
		Total Fringes			**83,970.00**

AI-23977 **12.C.**

Authorization to attend Legislative Hearings

CC REGULAR

Date:	11/22/2010
Submitted By:	Josie Escalante, HEALTH & HUMAN SERVICES DEPT.
Submitted For:	Eddie Olivarez
Department:	HEALTH & HUMAN SERVICES DEPT.
Agenda Category:	Health & Human Services Dept.

Information

CAPTION

Discussion and action on authorizing Hidalgo County Health & Human Services Chief Administrative Officer permission to testify at Legislative Hearings regarding public health & health care in 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	11/15/2010 03:46 PM	APRV
2	Manuel Chapa	Manuel Chapa	11/18/2010 07:34 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Josie Escalante — Started On: 11/15/2010 02:28 PM

Final Approval Date: 11/19/2010

AI-24039 **13.A.**

Wireless Device Request
CC REGULAR

Date: 11/22/2010
Submitted By: Griselda Salazar, IT DEPARTMENT
Submitted For: Renan Ramirez
Department: IT DEPARTMENT
Agenda Category: IT Department

Information

CAPTION

County Auditor's Office:

1. Authorization to purchase through the County's membership/participation with CONTRACT: DIR-SDD-604 (Requisition#184039) with awarded vendor VERIZON for the following:

Qty:	Despcription:	Department:	User:	Service Total:	Equipment Total:
1	Data Card	Auditor's Office	Office Use	Unlimited Plan $37.99/mo + Taxes/Fees $5.00/mo = $42.99/mo	$0

2. Approval of the attached Wireless Device Request Form under the County's cell phone policy.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-21-170-001-0-532
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Amount available through Requisition#184039 in the amount of $129.00 as of 11/18/10 for Verizon Wireless.

Attachments

Link: Request Form
Link: Requisition

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 03:52 PM	APRV
2	Erika Zamora	Erika Zamora	11/18/2010 10:02 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Griselda Salazar — Started On: 11/17/2010 03:11 PM

Final Approval Date: 11/19/2010

WIRELESS DEVICE REQUEST FORM W.1.2

(1) Type of Request:

Wireless device: ☑ Data card ☐ Blackberry ☐ Other: Verizon Data Card Unlimit

DATA CARDS, BLACKBERRY or OTHER (one form per individual)

(2) Requesting employee: Office Use Employee ID# N/A Signature: _____

DEPARTMENT: County Auditor's Office DEPT #: 170

Quantity: 1

Service: $ 43.00 /mo (x) 3 months = 129.00 Account: 0-1100-415-21-170-001-0-**532**

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

Requisition Total: 129.00 **Requisition Number:** 184039

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

Signature	Print Name	Date
	RAY EUFRACIO	11/15/10

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

Signature	Print Name	Date
	Valde Guerra	11/17/10

(5) IT DEPARTMENT ONLY:

Service Type Codes:

☐ **SPRINT UNLIMITED DATACARD PLAN -or-**

☐ **SPRINT BE1000 + DATAPLAN**

☑ **OTHER:** Verizon Data Card Unlimited

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

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

I understand that the value of the use of the wireless device(s) will be included in the wages of the employee that is assigned a county phone and the employee will be liable for the taxes incurred by the cost of this device(s).

RECEIVED
COUNTY AUDITOR
2010 NOV 17 PM 1:30

Revised: 01/21/2010

Requisition

HIDALGO COUNTY AUDITOR'S OFFICE

Req # 00184039
PO #
Date: 10/21/10

Bill To: x
x

Vendor : 287024
VERIZON WIRELESS
P.O. BOX 660108
DALLAS TX 75266-0108

Ship To: HIDALGO COUNTY AUDITOR'S OFFICE
2808 S BUSINESS HWY 281
EDINBURG TX 78539-6243

Contact: R EUFRACIO
956-318-2511

Contract No: DIR-SDD 604

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		AS PER DIR-SDD-604 CATALOG PRICING		
		DO NOT DUPLICATE ORDER		
3.00	MONTH	NEW DATA CARD SERVICE WITH VERIZON TEXAS FOR THREE (3) MONTHS - OCTOBER, NOVEMBER AND DECEMBER 2010 - FOR USE BY RAYMUNDO EUFRACIO, CPA, HIDALGO COUNTY AUDITOR.	43.00	129.00
		Account No	Encumbrance	
		0-1100-415-21-170-001-0-532	129.00	
			Freight	.00
			Total	129.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-24002 **14.A.**

Water/Sewer Improvements contract (City of Weslaco)

CC REGULAR

Date:	11/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Lupita Garcia
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

1. Request to rescind the authority to negotiate contract with L&G Engineering Laboratory LLC., the highest rated firm for the City of Weslaco 2010 Water/Sewer Improvements project utilizing Hidalgo County Urban County Program funds.

2. Request to negotiate a professional engineering service contract with the No. 2 or No. 3 ranked firms as necessary for an Urban County Program - City of Weslaco 2010 Water/Sewer Improvements project.

BACKGROUND

Hidalgo County Urban County Program requested authority to negotiate a professional engineering service contract with the No. 1 ranked firm of L&G Engineering Laboratory LLC., for the provision of engineering services for an Urban County Program, City of Weslaco 2010 Water/Sewer Improvement project on October 19, 2010. Negotiations with L&G Engineering Laboratory, LLC were not reached. L&G Engineering Laboratory, LLC, has opted to withdraw from the project and the City has requested that Urban County Program request authority to negotiate with the second or third rated engineering firm as needed to reach a negotiated engineering firm fee.

L&G Engineering Laboratory LLC	93.67	1
Quintanilla, Headley & Associates	93.34	2
Sigler, Winston, Greenwood & Associates	92	3

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County funds will be utilized for this project.

Attachments

Link: contract - Weslaco project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	11/17/2010 10:01 AM	APRV
2	Perla Lopez	Perla Lopez	11/17/2010 10:27 AM	APRV
3	Auditor's Office	Becky Morales	11/18/2010 04:16 PM	APRV
4	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Estella Webber

Started On: 11/17/2010 08:19 AM

Final Approval Date: 11/19/2010

City of Weslaco

"The City on the Grow"

Miguel D. Wise, Mayor
John F. Cuellar, Mayor Pro-Tem, District 2
Robert J. Garza, Commissioner, District 1
Rene Rodríguez, Jr., Commissioner, District 3
Gerardo "Jerry" Tafolla, Commissioner, District 4
Lupe V. Rivera, Commissioner, District 5
Joe A. Martinez, Commissioner, District 6

Leonardo Olivares, City Manager

Mrs. Diana R. Serna, UCP Director
Urban County Program
1916 Tesoro Blvd.
Pharr, Texas 78577

RE: Urban County Utility Project

Mrs. Serna:

Please be advised that the highest rated engineering firm of L&G Engineering laboratory has declined to work on the current Water and Sewer Improvement project, see attached letter. The City is requesting approval from Commissioners Court to negotiate a contract with the second highest rated engineering firm of Quintanilla, Headley and Associates.

Should you have any questions or require more information please contact me at your earliest convenience.

Sincerely,

Bernard Rodriguez, Interim Director
Planning and Code Enforcement Department

NOV 12 2009

L&G Engineering
Transportation Consultants

November 9, 2010

Mr. Bernard Rodriguez
Interim Director, Planning & Code Enforcement Department
City of Weslaco
255 South Kansas Avenue
Weslaco, Texas 78596

RE: Urban County Utility Project

Dear Mr. Rodriguez,

Thank you for your selection and consideration of our firm to develop the aforementioned Project. We have examined the project and respectfully decline the proposal, due to the timeframe required.

Both our L&G Engineering and L&G Laboratory stand ready to assist you and the City of Weslaco on any future projects, where we can assure a product you can be proud of.

Sincerely,

Jacinto Garza, P.E.
CEO/President

cc: Leonardo Olivares, City Manager, City of Weslaco
Gustavo O. Lopez, P.E., L&G Engineering

NOV 10 2010

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

AI-24035 **14.B.**

Surplus equipment disposal

CC REGULAR

Date:	11/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Nellie Flores
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Request approval to declare and dispose of surplus equipment and clear inventory list.

BACKGROUND

The Urban County Program wishes to have the items listed on Exhibit “A” declared surplus and removed from our inventory list. Assets are inoperable and will be transferred to the County’s surplus.

Fiscal Impact

Attachments

Link: surplus equipment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:32 PM	APRV
2	Perla Lopez	Perla Lopez	11/17/2010 04:46 PM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Estella Webber — Started On: 11/17/2010 02:55 PM

Final Approval Date: 11/19/2010

URBAN COUNTY PROGRAM
LIST OF SURPLUS EQUIPMENT
EXHIBIT "A"

UCP ASSET #	HC ASSET #	ASSET DESCRIPTION	CONDITION	ACQUISITION DATE
3837		Executive High-Back Chair	Broken	6/29/01
3040		Executive High-Back Chair	Broken	3/26/04
3731		Black Leather Chair	Broken	12/23/03
3880		Burgundy Guest Chair	Broken	5/25/04
3732		Black Leather Chair	Broken	12/23/03
*2331		Chair Burgundy	Broken	5/28/99
*2930		Multifunction chair	Broken	4/06/01
*N/A		Burgundy Chair	Broken	Not Known

*These assets were transferred to County's Surplus on 10/27/10.

AI-24006 **14.C.**

Street Improvements project - Pct. #4

CC REGULAR

Date:	11/22/2010
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting approval and award of best and final negotiated contract with Millennium Engineers Group, Inc. in the amount of $10,786.00 utilizing CDBG Year 21 (2008) for Hidalgo County Precinct No. 4 - Street Improvements - Ingle Road.

BACKGROUND

Millennium Engineers Group, Inc. submitted a best and final offer for street construction materials testing services to (Ingle Road) within Precinct No. 4. Millennium Engineers Group, Inc. was the highest ranked firm by County Commissioners' Court. Contract approval in the amount of $10,786.00. See attached scope of services and Best and Final Offer letter.

Contract Amount:	$10,786.00
Funds Available:	$139,586.70 FY 21 (2008) Street Improvements

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 21 (2008) CDBG funds for street improvements to Ingle Road located in Precinct #4.

Contract Amount: $ 10,786.00
Funds Available: $139,586.70

Attachments

Link: testing scope of services

Link: Contract - Millennium Engineers

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 10:04 AM	APRV
2	Perla Lopez	Perla Lopez	11/17/2010 10:37 AM	APRV
3	Auditor's Office	Angela Garcia	11/17/2010 10:43 AM	APRV
4	Perla Lopez	Perla Lopez	11/18/2010 03:55 PM	APRV
5	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Estella Webber

Started On: 11/17/2010 09:43 AM

Final Approval Date: 11/19/2010

COUNTY of HIDALGO

EDINBURG, TEXAS 78541

Oscar L. Garza, Jr.
County Commissioner, Pct. No. 4
1102 N. Doolittle Rd.
Edinburg, Texas 78541
Office: (956) 383-3112

TO: *Monica Leal, Coordinator*
Urban County Program

FROM: *Gloria A. Beltran* GAB
Hidalgo County Precinct 4

DATE: *November 15, 2010*

REF: ***Ingle Rd/UCP Yr 21*** *- MEG Material Testing Proposal*

Enclosed is the original proposal for soil testing services on Ingle Road from ***Millennium Engineers Group, Inc.*** *After review of services to be rendered we have determined the proposed fee to be fair and reasonable.*

Please process as required for approval by Commissioners' Court in order to issue a purchase order in the amount of ***$10,786.00 to Millennium Engineers Group, Inc.***

Should you have any questions or require additional information feel free to contact me at (956)383-3112.

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

Part I - Professional Services Agreement

This Agreement, entered into this 22nd day of November 2010 by and between **Hidalgo County Precinct No. 4,** (hereinafter called the "Party") and Millennium engineers, Group, Inc. duly authorized Engineer, herein acting by Raul Palma, P.E., (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

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

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

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

SECTION I
EMPLOYMENT OF THE ENGINEER

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

SECTION II
BASIC SERVICES OF THE ENGINEER

The Engineer shall perform the following Basic Services in connection with the proposed Street Improvements Account(s) 5008-94-0311-5000-9400. *(See Exhibit A)*

2.1 Preliminary Phase

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

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

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

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

2.2 Design Phase

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

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

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

The Construction Phase will commence with the execution of the prime construction contract(s). The Party will issue a ten (10) day commence work notice which will signal the commencement of work under any

construction contracts and will terminate upon the Party's approval of the Engineer's written approval of final payment to the Contractor(s). During the Construction Phase, the Engineer will:

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

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

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

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

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

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

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

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

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

m. Furnish to the Party of Hidalgo County Precinct No. 4 Four (4) sets of plans and four (4) sets of specifications and contract documents.

SECTION III
ADDITIONAL SERVICES OF THE ENGINEER

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

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

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

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

SECTION IV
REIMBURSABLE EXPENSES

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

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

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

SECTION V
THE PARTY'S RESPONSIBILITIES

The Party will:

5.1 Provide full information as to requirements for the Project.

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

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

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

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

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

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

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

SECTION VI
PAYMENTS TO THE ENGINEER

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

6.1 The Engineer shall be paid a total fixed amount of $ 10,786.00 for services rendered under this contract. Payment shall be based on request for reimbursements with documentation requested by the Party. The Engineer's fee shall be due and payable as outlined in Sections 6.2, 6.3, and 6.4 as follows.

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

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

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

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

SECTION VII
OWNERSHIP OF DOCUMENTS

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

SECTION VIII
TERMINATION

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

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

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

SECTION IX
COUNTY AND CITY OFFICIALS

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

SECTION X
SUCCESSORS AND ASSIGNS

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

SECTION XI
TIME OF PERFORMANCE

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

SECTION XII
VENUE

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

SECTION XIII
CHANGES

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

SECTION XIV
COMPLIANCE WITH LOCAL LAWS

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

SECTION XV
ASSIGNABILITY

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

SECTION XVI
GENERAL

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

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

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

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

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

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

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

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

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

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

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

SECTION XVII
INSURANCE

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

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

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

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

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

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

SECTION XVIII
WARRANTY

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

SECTION XIX
EFFECTIVE DATE

The effective date of this contract shall be November 22, 2010. Such date being the date the County Commissioners' Court approved entering into contract with Engineer.
This Agreement is hereby approved this _____ day of _____, 20_____.

Signature: _____
Raul Palma, P.E.,

Firm Name: Millennium Engineers Group, Inc.

Address: PO Box 4569,
City/ST/ZIP: Edinburg, TX 78540-4569

FED ID #/SS #: 74-2996684

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

_____
(seal) Notary - Signature

County of Hidalgo Urban County Program:

_____ _____
Witness Diana R. Serna, UCP Director

M,

Exhibit "A"
(Scope of Services)

see attached

November 11, 2010

Ms. Gloria Beltran
Hidalgo County Precinct #4
1051 N. Doolittle
Edinburg, Texas 78542

Subject: Letter of Proposal
Ingle Road - East of Muse Drive to Tower Road
Construction Materials Testing Services
MEG Proposal No. 01-10-111

Dear Ms. Beltran

Millennium Engineers Group, Inc. (MEG) is pleased to submit this proposal for the subject project to Hidalgo County Precinct #4 (CLIENT) to offer our services in the following area(s):

- **Construction Materials Testing Services**

This master contract is general in nature and will cover the services requested by the CLIENT for the subject project. This agreement will remain in effect for the duration of the subject project.

It is our understanding that the subject project is for Ingle Road located East of Muse Drive to Tower Road in Hidalgo County, Texas. The attached authorization for professional services includes basic engineering services for construction materials testing. The estimated cost of services is **$10,786.00**, the actual cost for providing the subject services to this project will depend on the contractor's construction process. This may include such items as construction methods, construction sequence and scheduling and weather. If there is any change in the project requirements from those mentioned, please notify us of the changes.

Please provide project plans and construction documents other information pertinent to the subject project. You may send electronic files to meg@megengineers.com. If you have any questions please contact us at our office.

Upon your authorization we will begin immediately on the services you have requested.

We appreciate the opportunity to submit this agreement and look forward to working with you on this project. Our professional services will be carried out in accordance with the scope of work that has been outlined.

Please sign the attached agreement with initials on each page and return one signed copy of this master contract that provides written authorization for our firm to complete work on the services outlined herein. Our invoices are due and payable upon receipt at P.O. Box 4569, Edinburg, Texas 78540-4569.

Sincerely yours,

MILLENNIUM ENGINEERS GROUP, INC.

Raul Palma, P.E.
President

Attachments:
Proposal 01-10-111
Authorization for Professional Services and Provisions
Attachment "A", Scope of Services
Attachment "B", Engineer's Contract Fee Schedule

Millennium Engineers Group

MEG ENGINEERS

Consultants - Geotechnical - Testing

Proposal

Date	Proposal No.
11/11/2010	01-10-111

Millennium Engineers Group, Inc.
PO Box 4569
Edinburg, Texas 78540-4569

Name / Address
Hidalgo County Precinct 4-Urban County Ms. Gloria Beltran 1051 N. Doolittle Rd Edinburg, Texas 78542

Project Name
Ingle Road (East of Muse Dr to Tower Rd)

Description	Qty	Cost	Total
Atterberg Limits	6	59.00	354.00
Gradation (Dry)	2	50.00	100.00
Passing No. 200 Sieve	2	42.00	84.00
Standard Proctor	4	175.00	700.00
Field Density (Soils)	26	22.00	572.00
Wet Ball Mill	2	175.00	350.00
Extraction, Grad. and % Asphalt	8	225.00	1,800.00
Asphalt Cores	10	55.00	550.00
Asphalt Density (In-Place, Cores)	10	22.00	220.00
Vehicle Trip Charge	28	35.00	980.00
Engr. Technician (Soils)	40	40.00	1,600.00
Engr. Technician (Asphalt)	32	43.00	1,376.00
Principal Engineer	3	125.00	375.00
Test Report	20	30.00	600.00
Clerical/Administrative	20	40.00	800.00
Project Management & Coordination	5	65.00	325.00

Helping to Build the Rio Grande Valley

Total $10,786.00

AUTHORIZATION FOR PROFESSIONAL SERVICES

PROJECT NAME:	Ingle Road - East of Muse Drive to Tower Road Hidalgo County, Texas
PROPOSAL NUMBER:	01-10-111
CLIENT:	Ms. Gloria Beltran Hidalgo County Precinct #4
ADDRESS:	1051 N. Doolittle Edinburg, Texas 78542

hereby requests and authorizes Millennium Engineers Group, Inc. to perform the following services:

SCOPE: Services to be performed by Millennium Engineers Group, Inc. to be as outlined and further described in **"Attachment A – Scope of Services"** attached, herewith and made a part of this authorization.

COMPENSATION: Compensation to be on a unit cost basis for each testing and/or inspection service. The unit cost for each testing and/or inspection item are identified in **"Attachment B – Engineer's Fee Schedule"**. Compensation will be determined by the actual quantity of units of services rendered and applying the appropriate unit cost to determine the cost of services rendered. The actual cost for providing the subject services to this project will depend on the construction process. This may include such items as construction methods, construction sequence and scheduling and weather. If the general scope, extent or character of this authorization is increased materially through no fault of Millennium Engineers Group, Inc., the amount of compensation provided herein shall be subject to adjustment in accordance with **Article 9 "Additional Services"** of the attached **PROVISIONS**.

If technical or professional services are furnished by an outside source, an additional **15%** shall be added to the cost of the services for Millennium Engineers Group, Inc.'s administrative costs.

Approved for **Hidalgo County Precinct 4**

By: Gloria A. Beltran

Printed Name: Gloria A. Beltran

Title: Executive Assistant

Date: 11/15/10

Approved for **Millennium Engineers Group Inc.**

By: _____

Raul Palma
President

Date: 11/11/10

Initials RAB

PROVISIONS

1. **AUTHORIZATION TO PROCEED**
   Signing this form shall be construed as authorization by CLIENT for MILLENNIUM ENGINEERS GROUP, INC. to proceed with the work, unless otherwise provided for in the authorization.

2. **TECHNICIAN SERVICES**
   MILLENNIUM ENGINEERS GROUP, INC. will charge overtime at the rate of 1.3 applicable for technician services performed before 7 AM and after 6 PM on Monday through Friday, after 8 continuous hours on the Client's project and on Saturday, Sunday and holidays. Laboratory testing performed after normal work hours of 7 AM to 6 PM on Monday through Friday, Saturday, Sunday and Holidays will be billed the test rate plus applicable overtime hourly charges. Hours billed will be from our office at 705 Dawson Drive, Edinburg, Texas, portal to portal. Fractions of hours will be billed as whole hours.

3. **PROJECT MANAGEMENT**
   Project management will be billed for coordination and management of project and personnel.

4. **OUTSIDE SERVICES**
   When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for MILLENNIUM ENGINEERS GROUP, INC.'s administrative costs, as provided on the previous page of the authorization.

5. **COST ESTIMATES**
   Any cost estimate provided by MILLENNIUM ENGINEERS GROUP, INC. will be on a basis of experience and judgement, but since it has no control over the construction process, construction methods, construction sequence, construction scheduling and weather conditions MILLENNIUM ENGINEERS GROUP, INC. cannot and does not warrant that actual costs for services performed will not vary from these cost estimates.

6. **PROFESSIONAL STANDARDS**
   MILLENNIUM ENGINEERS GROUP, INC. shall be responsible, to the level of competency presently maintained by other practicing professional engineers in the same type of work in CLIENT's community, for the professional and technical soundness, accuracy, and adequacy of all design, drawings, specifications, and other work and materials furnished under this Authorization. MILLENNIUM ENGINEERS GROUP, INC. makes no other warranty, expressed or implied.

7. **TERMINATION**
   Either CLIENT or MILLENNIUM ENGINEERS GROUP, INC. may terminate this authorization by giving 30 days' written notice to the other party. In such event CLIENT shall forthwith pay MILLENNIUM ENGINEERS GROUP, INC. in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Authorization shall be terminated upon completion of all applicable requirements of this Authorization.

8. **LEGAL EXPENSES**
   In the event legal action is brought by CLIENT or MILLENNIUM ENGINEERS GROUP, INC. against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the party such reasonable amounts for fees, costs and expenses as may be set by the court.

9. **PAYMENT TO MILLENNIUM ENGINEERS GROUP, INC. / INTEREST ON PAST DUE AMOUNTS**
Monthly invoices will be issued by MILLENNIUM ENGINEERS GROUP, INC. for all work performed under the terms of this authorization. Invoices are due and payable on receipt. Interest at the rate of 1½% per month will be charged on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to MILLENNIUM ENGINEERS GROUP, INC., and if such interest exceeds the principal balance of CLIENT's indebtedness to MILLENNIUM ENGINEERS GROUP, INC. will be returned to the CLIENT. It is the intent of MILLENNIUM ENGINEERS GROUP, INC. and CLIENT to abide by all applicable laws regulating the maximum amount of interest, which may be charged. To the greatest extent allowed by applicable law, CLIENT and MILLENNIUM ENGINEERS GROUP, INC. agree that in the event CLIENT and MILLENNIUM ENGINEERS GROUP, INC. enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past due invoice, MILLENNIUM ENGINEERS GROUP, INC. may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or the highest rate allowed by law, subject, as provided herein, to MILLENNIUM ENGINEERS GROUP, INC.'s agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid.

10. **LIMITATION OF LIABLITY**
MILLENNIUM ENGINEERS GROUP, INC.'s liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this agreement.

11. **ADDITIONAL SERVICES**
Services in addition to those specified in Scope will be provided by MILLENNIUM ENGINEERS GROUP, INC. if authorized in writing by the CLIENT. Additional services will be paid for by the CLIENT as indicated in the Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and MILLENNIUM ENGINEERS GROUP, INC., and which is referenced under Compensation.

12. **SALES TAX**
In accordance with the State Sales Tax Codes, engineering services are non-taxable at the present time. If the State of Texas, at any time, changes the State Sales Tax Code and engineering services become taxable, the applicable sales tax will be included for the services rendered. Sales tax, if applicable, will be indicated on invoice statements.

13. **TEMINATION FOR NON-PAYMENT OF FEES**
MILLENNIUM ENGINEERS GROUP, INC. may terminate this contract by giving written notice if any MILLENNIUM ENGINEERS GROUP, INC. invoice remains unpaid for more than sixty (60) days. MILLENNIUM ENGINEERS GROUP, INC.'s right to terminate this contract shall not be waived by MILLENNIUM ENGINEERS GROUP, INC.'s continued performance during any period of investigation by MILLENNIUM ENGINEERS GROUP, INC. to determine the reasons for CLIENT's nonpayment.

In case any one or more of the provisions contained in this Authorization shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.

ATTACHMENT "A"

SCOPE OF SERVICES

This part of the project consists of providing basic engineering services for construction materials testing for Ingle Road located East of Muse Drive to Tower Road in Hidalgo County, Texas.

Environmental, Geotechnical Engineering and Inspection services if requested from the Engineer, will be considered additional services.

TASK I – Project Construction Materials Testing and Field Services

A. Review of plans, specifications and other construction documents as provided by the client.
B. Provide periodic project construction materials testing in the field as requested by the client and/or client's representative.

TASK II – Laboratory Testing and Report Preparation

A. Provide laboratory testing of project construction materials as requested by the client and/or client's representative.
B. Provide review of the project reports for compliance with project plans, specifications and other construction documents as provided by the client.
C. Provide a copy of the project reports to the client. Fax or electronic copy of project reports will be provided to the client and/or client's designees when requested by client.

ADDITIONAL SERVICES

Any items requested by the Owner that are not outlined in the above scope would be considered additional services and would be provided as requested and authorized by you. Millennium Engineers Group, Inc. can provide or obtain the following services but they are not included in the limited scope of this agreement. This is not an all-inclusive list of additional services and additional tasks may be added as deemed necessary on a project-by-project basis.

1. Environmental Services.
2. Geotechnical Engineering Services.
3. Construction Inspections or Resident Project Representative Services.
4. Special investigations.
5. Coordination and/or attendance of meetings, unless otherwise specified.
6. Court appearances, depositions, or any other involvement in litigation.

FEE AND BILLING

Millennium Engineers Group, Inc. will accomplish the services described in Task I through Task II on the basis of a unit cost fee. Services rendered will be billed as defined in Attachment "B". Services will be billed as services are rendered and are due upon receipt. Additional services by Millennium Engineers Group, Inc. will be billed as defined in Attachment "B". Additional services provided by an outside source will be billed at invoice cost plus 15% for administration purposes. We anticipate basic service fees for project to be as budgeted below:

Expected Basic Engineering Services **for Construction Materials Testing:**	**$ 10,786.00**
Expected Total Fee:	**$ 10,786.00**

ATTACHMENT "B"

CONSTRUCTION MATERIALS ENGINEERING & TESTING SERVICES
ENGINEER'S CONTRACT FEE SCHEDULE

For the services to be provided by the ENGINEER the charge will be on the basis of the units and unit fee rates established in this schedule of tests, staff personnel services and additional services. Services will be rendered on an as needed basis and are dependent on the contractor's work schedule and progress. The overtime premium, required by the Fair Labor Standards Act for nonexempt classifications, will be charged for overtime hours worked because of the Client's requirements and its authorization. However, except for the overtime premium, the maximum charges shall not exceed the rates shown in this schedule.

Soils Testing Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Atterberg Limits	Each	$59.00
	Sieve Analysis (4 Sieves)(Up to No. 40)	Each	$50.00
	Amount Passing No. 200 Sieve	Each	$42.00
	Moisture Density Relationship – ASTM D698 (Standard)	Each	$175.00
	Moisture Density Relationship – ASTM D1557 (Modified Proctor)	Each	$185.00
	Field Density (Soils)	Each	$22.00
	Depth/Thickness Determination	Each	$6.00
	Wet Ball Mill (Tex 116-E)	Each	$175.00
	Soil-Lime Testing	Each	$275.00
	Moisture Content (Large)	Each	$35.00
	Moisture Content (Small)	Each	$8.00
	Linear Shrinkage (Tex 107E)	Each	$65.00
	Resistivity of Soils (Tex 129E)	Each	$85.00

Concrete/Masonry Testing Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Air Content of Fresh Concrete (Pressure Method)(In conjunction w/ inspection.)	Each	$20.00
	Normal Weight Concrete Compressive Strength (6"dia.x12" Cylinder)(ASTM C39 & C617, TxDOT 418A)(Delivered to Lab)(Min. of 4)	Each	$16.00
	Normal Weight Concrete Flexure Strength (6"x6"x22")(ASTM C78 or Tex 448A)(Delivered to Lab)(Min. of 2)	Each	$30.00
	Saw Concrete Specimen Ends	Each	$25.00
	Mortar Prism (Compression)(Set of 4)	Each	$20.00
	Other Concrete Services	Each	By Quote

Technician Inspection Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Engineering Technician (Sampling Subgrade, Base or Fill: Subgrade & Fill Embankment Observations; Material Preparation; Nuclear Density Testing, Etc.)(Min. 2 hrs)	Hour	$40.00
	Asphalt or Concrete Engineering Technician (Asphaltic Paving Observation & Testing; Portland Cement Concrete, Etc.)(Min. 2 hrs)	Hour	$43.00
	Senior Engineering Technician	Hour	$48.00
	Engineering Specialist	Hour	$65.00

Note: Overtime at the rate of 1.3 is applicable for technicians for services performed as outlined in the provisions of the authorization for this contract.

Engineering Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Principal Engineer	Hour	$125.00
	Engineer	Hour	$95.00

Coordination, Administrative and Other Services

	SERVICE DESCRIPTION	UNIT	UNIT FEE
	Outside Consulting, Other Services or Supplies	Lump Sum	By Quote or Cost Plus15%
	Vehicle Trip Charge(within 30 miles of Edinburg Office) Subject to Change due to Changes in Fuel Cost	Trip	$35.00
	Vehicle Trip Charge (Outside 25 miles of Edinburg Office)	Mile	$0.60
	Project Management and Coordination	Hour	$65.00
	Test Report	Each	$30.00
	Clerical and Administration	Each	$40.00

AI-23981 **15.A.**

Lease Agreement with Private Entities

CC REGULAR

Date:	11/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year the Lease Agreements for Facilities and/or Land with the Following Private Entities:

1. Horacio Aguirre (Building and Land)
2. Columbus Club of Weslaco (Building and Land)
3. San Martin de Porres Catholic Church (Land)
4. Daniel Garza (Land)

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Lease Agreements

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:33 PM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 09:35 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	PEND
Form Started By: Linda Galaviz			Started On: 11/16/2010 10:24 AM	
Final Approval Date: 11/19/2010				

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 17, 2010

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facilities and or Land with the following private entities:

1. Horacio Aguirre (Land & Building)
2. Columbus Club Of Weslaco (Land & Building)
3. San Martin de Porres Catholic Church (Land)
4. Daniel Garza (Land)

RATIONALE/NEED: The existing lease agreements need to be extended in order to secure the facilities to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: As specified on Memo

RELATED INFORMATION INCLUDED: Memo/Lease Extension

* * * *

HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director A. Tovar

DATE: November 8, 2010

SUBJ: Lease Extension – Private Entities

The lease agreements which we have with the private owners will expire on December 31, 2010. We need to request for approval to extend the private lease agreements. Hidalgo County Head Start Program has the option to extend the contract for an additional year under the same terms and conditions.

The four (4) lease agreements are:

Entity	Center	Classrooms	Enrollment	Monthly Rent
Horacio Aguirre (Land & Building)	Weslaco III	5	97	$2,290.00
Columbus Club of Weslaco (Land & Building)	Weslaco II	4	74	$2,309.46
San Martin de Porres Catholic Church (Land)	Western Rd	3	57	$600.00
Daniel Garza (Land)	Granjeno	N/A	N/A	$300.00

Should you have any questions please call me.

Thank you.

Hidalgo County Head Start Program
1901 W. State Hwy 107, McAllen, Texas 78504

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Lease Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Lease Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2010 between Hidalgo County and_____for the property located at _____. (The "Original Lease Agreement").

If the _____agrees to this one (1) year extension of the original Lease Agreement under the existing terms and conditions, please have the authorized individual sign this Lease Agreement. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, TERMS, of the original Lease Agreement.

The Head Start Program wishes to express its appreciation to the _____for its cooperation and support in this matter.

The beginning and ending date of this extension shall be January 1st, 2011 through December 31st, 2011. The original Lease Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building:

Authorized Official:

BY: _____

Title: _____

Date: _____

One Year Lease Agreement Extension (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

_____

Teresa Flores, Executive Director

_____

Ramon Garcia, County Judge

Approved As to Form:
Oxford & Gonzalez

_____

Ricardo Gonzalez

Approved As to Form:
Atlas & Hall, L.L.P

_____

Stephen L. Crain

_____

Arturo Guajardo, Jr., County Clerk

AI-24034 **15.B.**

Strategic Plan

CC REGULAR

Date:	11/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Review of the Five (5) Year Strategic Plan

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Strategic Plan

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:34 PM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 08:52 AM	APRV
3	Auditor's Office	Becky Morales	11/18/2010 03:44 PM	APRV
4	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Linda Galaviz — Started On: 11/17/2010 02:50 PM

Final Approval Date: 11/19/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: September 17, 2010

SUBJECT: Review of the Five (5) Year Strategic Plan

RATIONALE/NEED: Administration is recommending continued implementation of the Hidalgo County Head Start Program Strategic Plan. The Hidalgo County Head Start Program's Strategic Plan is a five (5) year plan (2009-2013) that was approved by the Policy Council on November 19, 2008 and by Commissioners' Court on November 25, 2008.

The Department of Health and Human Services mandates the development and implementation of a long range strategic plan to guide the future growth of the Program.

RECOMMENDATION:

COST: N/A

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program Strategic Plan

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INITIATED BY: Edmundo Garcia, Assistant Program Director E. Garcia

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Strategic Plan Review 2010

Strategic Goal # 1: Workforce Development

Our primary objective in with our first goal is to ensure compliance with the latest Head Start mandates for teachers and assistant teachers, promote continuing education and leadership skills for senior staff, as well as for all staff in general and develop a competitive compensation plan.

Our strategic timetable when first developed, was to have 40% of our teachers and 60% of our assistant teaches registered in school or on their way towards complying with the 2013 mandate, by the first quarter of 2010. The Program currently has over 75 employees attending institutions of higher learning at the University of Texas at Pan-American and the Texas State College. Currently 94% of the teachers have acquired their either BA or AA degree. The remaining 4% are registered and well on their way towards obtaining their degrees. 83% of assistant teachers have completed their CDA requirements. This accomplishment places us well ahead of our original timetable and in a good position to meet the federal mandate before the official deadline.

We also continue to provide educational benefits in the form of time off, four hours of educational paid leave per week for all staff as well as tuition assistance to all teaching staff.

As per our Strategic Plan, we continue to focus on improving our compensation plan. Salaries were favorably impacted in 2009/2010 as a result of additional COLA and Quality funding. Teacher salaries, while still well below the salaries paid by the public schools, have continued to increase.

Promoting continuing education and leadership skills for senior staff continues to be achieved through the Program's success in presenting to the staff professional management consultants. Team building and leadership skills are enhanced and sharpened.

Strategic Goal # 2: Infrastructure Development

Our objective in this section of the Strategic Plan is to improve our infrastructure, by evaluating and mapping out a way to upgrade or replace facilities and to improve our transportation system, as well as to evaluate and plan for the upgrade or replacement of technology.

In keeping with this goal, our facilities have undergone various renovations. Roofs and sidings have been replaced, with additional renovations planned for the third quarter in 2010, in accordance with the Strategic Plan timetable for 2010. Three new modular structures have been added to our inventory of capital properties.

In 2009 we developed a two year funding strategy, as per the Strategic Plan, to upgrade our technology capabilities. During the last quarter for 2010 we will upgrade our antiquated telephone system to a digital system with digital capabilities. Fifty computers have also been upgraded, ahead of our Strategic Plan timetable for 2011. The computer networked will also be expanded to allow access from any and all Head Start facilities within our service area.

Transportation services have been enhanced with the arrival of new buses and additional personnel in order to provide transportation to more children. Older buses have also been replaced with newer and more efficient buses. All buses are equipped with the appropriate child restraint system. Three new buses were purchased to help overhaul our transportation capabilities.

STRATEGIC GOAL # 3: PROGRAM AND SERVICES DEVELOPMENT

In this goal, our objective is to address some of the broader needs that were outlined in the community assessment such as the need to expand opportunities for healthy marriages and parenting skills. Also outlined was the need to promote healthy development through parental education in the areas of diabetes and developmental delays, and to expand Head Start and Early Childhood Development Opportunities.

In addressing this goal, our Program has implemented various initiatives. We sponsor our own Healthy Marriage Conference once a year. Head Start parents participate in discussions with professionals in the field. They are provided with strategies that will strengthen their marriage while simultaneously strengthening the proper child development atmosphere in the home.

Along with our healthy marriage initiative we also provide parents with training on parental skills. The "Exploring Parenting" curriculum teaches parenting skills based on the philosophy that parents are mature, capable adults who know their children best; and helps parents makes his or her own child-rearing decisions based on their values, beliefs, culture and experiences. This program helps parents to become more aware of what they are already doing well, provides a support group in which to examine

alternative ideas and techniques for parenting, and offers suggestions for positive parent/child interactions in everyday settings.

The Program has also been successful in extending Head Start services to more children in our service area. We have expanded Head Start Services to 120 additional children in 2010. This goal had been placed on the timetable for completion in 2011, however due to a successful expansion application; we were able to secure additional funding to accomplish this objective a year earlier.

AI-24033 **15.C.**

Program Information Report
CC REGULAR

Date:	11/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval of the 2009-2010 Program Information Report (PIR)

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Program Information Report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/18/2010 08:19 AM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 09:39 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Linda Galaviz — Started On: 11/17/2010 02:47 PM

Final Approval Date: 11/19/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: November 17, 2010

SUBJECT: Discussion/Approval of the 2009-2010 Program Information (PIR) Report

RATIONALE/NEED: The PIR Report was initiated in the late 1970s in an effort to provide the Office of Head Start with information on what was happening in Head Start Programs throughout the country. Data from the PIR Report has been used for well over two decades to provide information about Head Start to the public, Congress and other Federal agencies. It has been used to identify trends, to discover problems and to determine where there were issues that need attention.

RECOMMENDATION: Administration recommends approval.

COST: N/A

RELATED INFORMATION INCLUDES: 2009-2010 Program Information (PIR) Report

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INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

2009-2010 HEAD START PROGRAM INFORMATION REPORT

A. PROGRAM INFORMATION

GENERAL INFORMATION

Grant Number	06CH0183
Program Number	000
Program Type	Head Start
Program Name	Hidalgo County Head Start Program
Program Address	1901 W. State Hwy 107 McAllen TX 78504
Program Phone Number	(956) 383 0706
Program Fax Number	(956) 380 2588
DUNS Number	
Program Email Address	teresa.flores@hchsp.org
Head Start Director Name	Ms. Teresa Flores
Head Start Director Email	teresa.flores@hchsp.org
Agency Web Site Address	
Agency Type	GOVERNMENT AGENCY (Non-CAA)
Agency Description	Grantee that Directly Operates Program(s) and has no Delegates.

ENROLLMENT DATES

A.1. Enrollment Year	*Date*
a. Start Date	08/17/2009
b. End Date	05/27/2010

FUNDED ENROLLMENT

Funded enrollment by funding source

	# of children
A.2 Funded Head Start Enrollment	3690
a. ACF Funded Head Start Enrollment	3,690
b. Non-ACF Funded Head Start Enrollment	0

Funded enrollment by program option

A.3 Center-based program - 5 days per week:	*# of children*
a. Full-day enrollment	3,690
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.4 Center-based program - 4 days per week:	*# of children*
a. Full-day enrollment	0
b. Part-day enrollment	0
1. Of these, the number in double sessions	0
A.5 Home-based program	0
A.6 Combination option program	0
A.7 Family child care option	0
A.8 Locally designed option	0

CUMULATIVE ENROLLMENT

A.10 Children by age:	# of children
a. Under 1 year	0
b. 1 year old	0
c. 2 years old	9
d. 3 years old	2,461
e. 4 years old	1,879
f. 5 years and older	2

Total cumulative enrollment

	# of children
A.12 Total cumulative enrollment	4351

Type of eligibility

A.13 Report each enrollee only once by primary type of eligibility:	# of children
a. Income below 100% of federal poverty line	3,496
b. Receipt of public assistance such as TANF, SSI	698
c. Status as a foster child - # children only	23
d. Status as homeless	6
e. Over income	0

	# of children
A.14 Income between 100% and 130% of the federal poverty line	128

Prior enrollment

A.15 Enrolled in Head Start or Early Head Start for:	# of children
a. The second year	1,484
b. Three or more years	2

Turnover

	# of children
A.16 Total number of children who left the program any time after classes or home visits began and did not re-enroll	727
a. Of the children who left the program above, the number of children who were enrolled less than 45 days	472

Child care partner enrollment

	# of children
A.17 Of the children who received services in a center-based program, the number who received these services at a child care center partner	169

Services eight hours or more

	# of children
A.18 The total number of enrolled children who received services in program options that provided service for 8 or more hours per day	4,351

Ethnicity and race

A.19 Ethnicity:	# of children
a. Hispanic or Latino origin	4,302
b. Non-Hispanic or Non-Latino origin	49

A.20 Race:	# of children
a. American Indian or Alaska Native	1
b. Asian	0
c. Black or African American	8
d. Native Hawaiian or other Pacific Islander	0
e. White	4,192
f. Biracial/Multi-racial	1
g. Other	149
1. Explain: Families did not identify themselves as any of the categories listed	
h. Unspecified	0

Primary language of family at home

A.21 Primary language of family at home:	# of children
a. English	1,098
b. Spanish	3,253
c. Native Central American, South American, and Mexican Languages	0
d. Caribbean Languages	0
e. Middle Eastern & South Asian Languages	0
f. East Asian Languages	0
g. Native North American/Alaska Native Languages	0
h. Pacific Island Languages	0
i. European & Slavic Languages	0
j. African Languages	0
k. Other	0
l. Unspecified	0

CLASSES

Classes

	# of classes
A.22 Total number of classes operated	199
a. Of these, the number of double session classes	0

TRANSPORTATION

Transportation services

	Yes / No
A.23 Do you provide transportation to some or all of your enrolled children either directly or through a formal contractual agreement with a transportation provider?	Yes

	# of children
a. How many children are transported?	719

Buses

A.24 Number of buses purchased:			
Month	*# of buses purchased*	*Month*	*# of buses purchased*
a. August 2009	0	g. February	0
b. September	0	h. March	0
c. October	0	i. April	0
d. November	0	j. May	3
e. December	0	k. June	0
f. January 2010	0	l. July	0

	Yes / No
A.25 Do you lease any of the buses used by your program?	No

RECORD KEEPING

Management Information Systems

	Yes / No
A.26 Does your program use a management information system to track enrollees, program services, characteristics of families, and information on program staff?	Yes

(1) Name/title	*(2) Locally Designed*	*(3) Web-based*
PROMIS	No	Yes
MIP Fund Accounting	No	No
ABRA Human Resorce	No	No

B. PROGRAM STAFF & QUALIFICATIONS

TOTAL STAFF

Staff by Type

	(1) # of Head Start staff	(2) # of contracted staff
B.1 Number of all staff members, regardless of the funding source for their salary or number of hours worked	708	0
a. Of these, the number who are current or former Head Start or Early Head Start parents	342	0
b. Of these, the number who left since last year's PIR was reported	99	0
1. Of these, the number who were replaced	99	0

TOTAL VOLUNTEERS

Volunteers by Type

	# of volunteers
B.2 Number of persons providing any volunteer services to your program since last year's PIR was reported	1,973
a. Of these, the number who are current or former Head Start or Early Head Start parents	1,973

MANAGEMENT STAFF

Management Staff - Education and Experience

B.3 Management staff:	(1) Level of education	(2) # of years in position
a. Executive Director	Advanced degree	7
b. Head Start Director	Position Not Filled	0
c. Child Development & Education Manager	Advanced degree	8
d. Health Services Manager	Baccalaureate degree	1
e. Family & Community Partnerships Manager	Associate degree or at least two years of college completed	30
f. Fiscal Officer	Baccalaureate degree	6

DISABILITY SERVICES STAFF

Disability Services Manager(s)

	# of hours per week
B.4 On average, how many hours per week does the disability services manager(s) spend coordinating disabilities services?	40

CHILD DEVELOPMENT STAFF

Child Development Staff - Qualifications

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
B.5 Total number of child development staff by position	199	199	0	0	37	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
Of the number of child development staff by position, the number with the following degrees or credentials:						
a. An advanced degree in:						
1. Early childhood education	0	0	0	0	1	0
2. Any field and coursework equivalent to a major relating to early childhood education, with experience teaching preschool-age children	0	0	0	0	1	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
Of the number of child development staff by position, the number with the following degrees or credentials:						
b. A baccalaureate degree in:						
1. Early childhood education	27	0	0	0	0	0
2. Any field and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	15	0	0	0	6	0
3. Any field and admitted to Teach for America and passed early childhood content exam	0	0	0	0	7	0
Of the child development staff with a baccalaureate degree in B.5.b.1 through B.5.b.3 above, the number enrolled in:						
4. Advanced degree in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	2	0	0	0	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
Of the number of child development staff by position, the number with the following degrees or credentials:						
c. An associate degree in:						
1. Early childhood education	117	9	0	0	14	0
2. A field related to early childhood education and coursework equivalent to a major relating to early childhood education with experience teaching preschool-age children	0	3	0	0	1	0
Of child development staff with an associate degree in B.5.c.1 and B.5.c.2 above, the number enrolled in:						
3. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	23	0	0	0	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
Of the number of child development staff by position, the number with the following degrees or credentials:						
d. A Child Development Associate (CDA) credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	20	154	0	0	5	0
Of child development staff with the credentials in B.5.d above, the number enrolled in:						
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	20	37	0	0	0	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	0	16	0	0	0	0

	(1) # of Classroom Teachers	(2) # of Assistant Teachers	(3) # of Home-based Visitors	(4) # of Family Child Care Providers	(5) # of Child Development Supervisors	(6) # of Home-based Supervisors
Of the number of child development staff by position:						
e. The number who do not have the qualifications listed in B.5.a through B.5.d	20	33	0	0	2	0
Of the child development staff in B.5.e above, the number enrolled in:						
1. A baccalaureate degree program in early childhood education or in any field and coursework equivalent to a major relating to early childhood education	0	0	0	0	2	0
2. An associate degree program in early childhood education or in a related field and coursework equivalent to a major relating to early childhood education	20	33	0	0	0	0
3. Any type of CDA training for preschool, infant/toddler or family child care certification, or home-based credential or state-awarded preschool, infant/toddler, family child care or home-based certification, credential, or licensure that meets or exceeds CDA requirements	0	0	0	0	0	0

	# of classes
B.6 Total number of classes in which at least one teacher (excluding assistant teachers) has: - A baccalaureate or advanced degree in early childhood education or in any field and coursework equivalent to a major with experience teaching pre-school age children, or - An associate degree in early childhood education or in a related field and coursework equivalent to a major with experience teaching preschool-age children	179

NON-SUPERVISORY CHILD DEVELOPMENT STAFF

Child development staff - ethnicity and race

B.9 Ethnicity:	*# of non-supervisory child development staff*
a. Hispanic or Latino origin	396
b. Non-Hispanic or Non-Latino origin	2

B.10 Race:	*# of non-supervisory child development staff*
a. American Indian or Alaska Native	0
b. Asian	0
c. Black or African American	0
d. Native Hawaiian or other Pacific Islander	0
e. White	398
f. Biracial/Multi-racial	0
g. Other	0
h. Unspecified	0

Child development staff - language

	# of non-supervisory child development staff
B.11 The number who are proficient in a language other than English	386

Child development staff - classroom teacher turnover

	# of classroom teachers
B.12 The number of classroom teachers who left your program during the year.	20
B.13 Of these, the number who left for the following reasons:	
a. Higher compensation/benefits package in the same field (e.g., teacher left to school system)	7
b. Change in job field	0
c. Other	13
1. Comments: Abandon Job, Personal/Family Matters,Continue Education,Terminated	
B.14 Number of classroom teacher vacancies in your program that remained unfilled for a period of 3 months or longer	0
B.15 Number of classroom teachers hired during the year due to turnover	20

FAMILY & COMMUNITY PARTNERSHIPS STAFF

Family & community partnerships staff - qualifications

	(1) # of family workers	*(2) # of FCP supervisors*
B.16 Total number of family & community partnerships staff	72	1
B.17 Number of case managers and other staff members who work directly with families such as staff with a family caseload	72	0

B.18 Of the family & community partnerships staff, the number with the following education	*(1) # of family workers*	*(2) # of FCP supervisors*
a. A related advanced degree	1	0
b. A related baccalaureate degree	2	0
c. A related associate degree	12	0
d. GED or high school diploma	57	1
B.19 Of the family & community partnerships staff who do not have a degree, the number in training leading to a related degree or credential	0	1
B.20 Comments on staff shared by Head Start and Early Head Start programs:		

Family & community partnerships staff - family worker experience

	(1) Less than 1 year	(2) 1 to 5 years	(3) 6 to 10 years	(4) Over 10 years
B.21 The number of family workers with the following years of experience in this position	9	10	28	25

C. CHILD & FAMILY SERVICES

HEALTH SERVICES

Health insurance - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.1 Number of all children with health insurance	4,117	4,117
a. Number enrolled in Medicaid	3,715	3,715
b. Number enrolled in the Child Health Insurance Program (CHIP)	113	113
c. Number enrolled in a combined CHIP/Medicaid Program if the state operates a Medicaid expansion	183	183
d. Number enrolled in state-only funded insurance (for example, medically indigent insurance)	68	68
e. Number with private health insurance (for example, parent's insurance)	35	35
f. Number with other health insurance not listed, for example, Military Health (Tri-Care or CHAMPUS)	3	3

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.2 Number of children with no health insurance	234	234

Medical

Medical home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.5 Number of children with an ongoing source of continuous, accessible health care	4,148	4,148
C.6 Number of children receiving medical services through the Indian Health Service	0	0
C.7 Number of children receiving medical services through a migrant community health center	0	0

Medical services - children

	# of children
C.8 Number of all children who are up-to-date on a schedule of age-appropriate preventive and primary health care according to your state's EPSDT schedule for well child care	4,053
a. Of these, the number diagnosed with a chronic condition needing medical treatment since last year's PIR was reported	396
1. Of these, the number who have received or are receiving medical treatment	382
C.9 Number of all children who received medical treatment for the following chronic health conditions, including those diagnosed prior to this reporting period	# of children
a. Anemia	25
b. Asthma	76
c. Hearing Difficulties	97
d. Overweight	95
e. Vision Problems	37
f. High Lead Levels	3
g. Diabetes	1

Immunization services - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.10 Number of children who have been determined by a health care professional to be up-to-date on all immunizations appropriate for their age	4,351	4,190
C.11 Number of children who have been determined by a health care professional to have received all immunizations possible at this time but who have not received all immunizations appropriate for their age	0	161

Dental

Dental home - children

	(1) # of children at enrollment	(2) # of children at end of enrollment year
C.15 Number of children with continuous, accessible dental care provided by a dentist	4,148	4,148

Dental services - children (Preschool programs)

	# of children
C.16 Number of children who received preventive care	4,094
C.17 Number of all children, including those enrolled in Medicaid or CHIP, who have completed a professional dental examination since last year's PIR was reported.	4,094
a. Of these, the number of children diagnosed as needing treatment since last year's PIR was reported.	261
1. Of these, the number of children who have received or are receiving treatment	261
b. Specify the primary reason that children who needed treatment did not receive it. Parents did not keep/make appointment	

MENTAL HEALTH SERVICES

Mental health professional

	# of hours
C.20 Average total hours per operating month a mental health professional(s) spends on-site	100

Mental health services

C.21 Indicate the number of enrolled children who were served by the mental health (MH) professional(s) since last year's PIR was reported.	# of children
a. Number of children for whom the MH professional consulted with program staff about the child's behavior / mental health	127
1. Of these, the number for whom the MH professional provided three or more consultations with program staff since last year's PIR was reported	9
b. Number of children for whom the MH professional consulted with the parent(s) / guardian(s) about their child's behavior/mental health	118
1. Of these, the number for whom the MH professional provided three or more consultations with the parent(s) / guardian(s) since last year's PIR was reported	78
c. Number of children for whom the MH professional provided an individual mental health assessment	13
d. Number of children for whom the MH professional facilitated a referral for mental health services	7

Mental health referrals

	# of children
C.22 Number of children who were referred by the program for mental health services outside of Head Start since last year's PIR was reported	0
a. Of these, the number who received mental health services since last year's PIR was reported	0

DISABILITIES SERVICES

Disabilities (Preschool programs)

	# of children
C.23 Number of children enrolled in your program who have an Individualized Education Program (IEP) indicating they have been determined eligible by the LEA to receive special education and related services	85
a. Of these, the number who were determined eligible to receive special education and related services:	# of children
1. Prior to enrollment into the program for this enrollment year	43
2. During this enrollment year	42
b. Of these, the number who have not received special education and related services	0

Primary disabilities (Preschool programs)

C.25 Diagnosed primary disability	(1) # of children determined to have this disability	(2) # of children receiving special services
a. Health impairment	0	0
b. Emotional/behavioral disorder	0	0
c. Speech or language impairments	74	74
d. Mental retardation	5	5
e. Hearing impairment, including deafness	0	0
f. Orthopedic impairment	0	0
g. Visual impairment, including blindness	1	1
h. Learning disabilities	0	0
i. Autism	2	2
j. Traumatic brain injury	1	1
k. Non-categorical/developmental delay	2	2
l. Multiple disabilities, including deaf-blind	0	0

EDUCATION

Kindergarten transition (Preschool programs)

	# of children
C.26 Of the number of children enrolled in Head Start at the end of the current enrollment year, the number that you project to be entering kindergarten in the following school year	1,881

Screening

	# of children
C.28 Number of all children who completed routine screenings for developmental, sensory, and behavioral concerns since last year's PIR was reported	3,690
a. Of these, the number identified as needing follow-up assessment or formal evaluation to determine if the child has a disability	80
C.29 What instrument(s) does your program use for developmental screening:	
Name/Title: Speech Screener	
Name/Title: DECA	

Assessment

	Locally designed
C.30 What approach or tool(s) does your program use for ongoing child assessment:	
Name/Title: LAP-D (Learning Accomplishment Profile - Diagnostic)	No

Curriculum

	Locally designed
C.31 What curriculum does your program use:	
a. For center-based services:	
Name/Title: Building Bridges	Yes
b. For family child care services:	
c. For home-based services:	
Name/Title: Building Bridges	Yes

FAMILY AND COMMUNITY PARTNERSHIPS

Number of families

	# of families
C.32 Total number of families	3,988
a. Of these, the number of two-parent families	2,829
b. Of these, the number of single-parent families	1,159

Employment

C.33 Of the number of two-parent families, the number of families in which:	# of families at enrollment
a. Both parents/guardians are employed	418
b. One parent/guardian is employed	1,816
c. Both parents/guardians are not working such as those that are unemployed, retired, or disabled	595

C.34 Of the number of single-parent families, the number of families in which:	# of families at enrollment
a. The parent/guardian is employed	586
b. The parent/guardian is not working (i.e. unemployed, retired, or disabled)	573

Federal or other assistance

	# of families
C.35 Total number of families receiving any cash benefits or other services under the Federal Temporary Assistance for Needy Families (TANF) Program	1,303
C.36 Total number of families receiving Supplemental Security Income (SSI)	180

Job training/school

C.37 Of the number of two-parent families, the number of families in which:	*# of families at enrollment*
a. Both parents/guardians are in job training or school	4
b. One parent/guardian is in job training or school	81
c. Neither parent/guardian is in job training or school	2,744

C.38 Of the number of single-parent families, the number of families in which:	*# of families at enrollment*
a. The parent/guardian is in job training or school	37
b. The parent/guardian is not in job training or school	1,122

Education

C.39 Of the total number of families, the highest level of education obtained by the child's parent(s) / guardian(s)	*# of families*
a. An advanced degree or baccalaureate degree	29
b. An associate degree, vocational school, or some college	624
c. A high school graduate or GED	766
d. Less than high school graduate	2,569

Family services

C.40 Report the number of families who received the following services since last year's PIR was reported	*# of families*
a. Emergency/crisis intervention such as meeting immediate needs for food, clothing, or shelter	250
b. Housing assistance such as subsidies, utilities, repairs, etc.	48
c. Mental health services	138
d. English as a Second Language (ESL) training	195
e. Adult education such as GED programs and college selection	70
f. Job training	73
g. Substance abuse prevention or treatment	4
h. Child abuse and neglect services	1
i. Domestic violence services	2
j. Child support assistance	4
k. Health education	722
l. Assistance to families of incarcerated individuals	15
m. Parenting education	603
n. Marriage education	245
C.41 Of these, the number that received at least one of the services listed above	2,370

WIC participation

	# of families
C.42 Total number of families receiving services under the Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)	3,420

Father involvement

C.43 Does your program have organized and regularly scheduled activities designed to involve fathers / father figures?	Yes
	# of children
a. Number of enrolled children whose fathers / father figures participated in these activities	82

Homelessness services

	# of families
C.44 Total number of families experiencing homelessness that were served during the enrollment year	2
	# of children
C.45 Total number of children experiencing homelessness that were served during the enrollment year	4
	# of families
C.46 Total number of families experiencing homelessness that acquired housing during the enrollment year	1

Agreements

Local education agency (LEA) (Preschool programs)

	# of LEAs
C.47 Number of LEAs in your Head Start service area	15
a. Number of LEAs that your program has a formal agreement with to coordinate services for children with disabilities	13

Local school district

	# of school districts
C.49 Number of local school districts in your Head Start service area	15
a. Of these, the number with whom you have a formal agreement to coordinate transition services for children and families	13

Collaboration

C.50 Do you have formal collaboration and resource sharing agreements with public school pre-kindergarten programs?	Yes
	# of formal agreements
a. If yes, how many formal agreements do you have?	9

REPORTING INFORMATION

PIR Report Status	Completed

AI-23986 **15.D.**

Inter-Local Agreement with McAllen Housing Authority
CC REGULAR

Date:	11/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Presentation for Discussion, Consideration and Approval of an Inter-local Agreement between the McAllen Housing Authority and Hidalgo County Head Start Program

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Inter-local Agreement with McAllen Housing Authority

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/18/2010 08:19 AM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 09:37 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Linda Galaviz — Started On: 11/16/2010 11:04 AM

Final Approval Date: 11/19/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 17, 2010

SUBJECT: Presentation for Discussion, Consideration and Approval of an Inter-local Agreement between the McAllen Housing Authority and Hidalgo County Head Start Program

RATIONALE/NEED: There is a need for approval of an Inter-local Agreement with the McAllen Housing Authority for use of the McAllen V Head Start Center. There is a facility usage increase of three-hundred seventy-seven (377) square footage and a utility (water and sewer, and electricity) reimbursement percentage increase from 50% to 60%.

RECOMMENDATION: Administration recommends approval.

COST: $12.00/Year for Lease
$185.00 Average Monthly Increase on Utilities

RELATED INFORMATION INCLUDED: Memo/Inter-local Agreement

* * * *

HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Director

FROM: Ambrosio Tovar, Procurement Director

DATE: November 4, 2010

SUBJ: Inter-local Agreement – McAllen V Head Start

The City of McAllen Housing Authority has requested a reimbursement percentage increase on the utilities of water, sewer, and electricity from 50% to 60%. The agreement rate will not change. We will continue to pay one dollar a month.

According to the Housing Authority Facilities Manager, the building square footage has increased from 4,144 square feet to 4,521 square feet. This is an increase of 377 square feet. The playground remains at 1,950 square footage.

Based on the monthly average cost, we're paying $922.63 as a monthly average. With the reimbursement percentage change, we're looking at an estimated utility cost of $1,107.15 per month. This is an estimated cost increase of $184.53 a month.

Based on the estimated utility cost and the square footage of 4,521, the utility cost per square footage is $.24.

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

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL AGREEMENT BETWEEN THE MCALLEN HOUSING AUTHORITY AND HIDALGO COUNTY

This Lease is made and entered into by and between the **McAllen Housing Authority,** herein referred to as the "LESSOR" and Hidalgo County through the Head Start Program, herein referred to as the "LESSEE" in the Lease.

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 building described real property on which Head Start Building lies on and is situated at **1200 N. 25th St., McAllen, Texas** more particularly described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" known by lessee as "McAllen V Center" or "the Leased Premises."

ARTICLE 1. TERMS AND RENT

1.01 The Leased Premises and/or land shall be used for the purpose of HEAD START CLASSROOMS AND FOR HEAD START PARENTS' MEETING subject to the special terms (if any) which may be listed below. The Leased Premises are deemed for the purposes of this Agreement to constitute all 100% percent of such building in which the Leased Premises are located.

1.02 Except as otherwise provided herein, the initial term of this lease shall be for sixteen (12) months commencing on **JANUARY 01, 2011** ("commencement date") and ending on **December 31, 2011** ("termination date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.03, hereof.

Renewal or Termination

1.03 Provided LESSEE has not defaulted in any of the terms conditions or provisions thereof, LESSEE shall be given the right of renewal and extending the term of the lease hereof, commencing on the first day of **January, 2012**, for a one year term.

Each party shall give the other party notice of termination of the Lease, in writing, at least sixty (60) days prior to the termination of the this Agreement or any subsequent agreement, unless otherwise agreed by the parties. LESSEE shall have the right to terminate the Lease Agreement with or without cause with sixty (60) days written notice to LESSOR.

1.04 LESSEE shall comply with the Texas Department of Human Services Inspection in regards to the number of children that can safely occupy the building at any one time.

Base Rent

1.05 LESSEE agrees to pay LESSOR the maximum rent amount of $12.00 in TWELVE (12) equal monthly payment of $1.00 per month payable on the 1st day of each month. Payment shall be mailed to the McAllen Housing Authority at, 23 Jasmine, McAllen, TX. Shown on Article VII, 7.01.

1.06 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 disruption by LESSOR or any person claiming under LESSOR except such portion of the Leased Premises, if any as shall be taken under the power of eminent domain.

LESSEE shall accept possession of Leased Premises and equipment (if any) in their present condition and location.

ARTICLE 2. TAXES

Taxes

2.01 LESSOR shall pay all real property taxes assessments until this lease either expires or terminates as provided herein.

2.02 LESSOR shall pay all personal property taxes and assessments on such Leased Premises as presently owned by LESSOR.

ARTICLE 3. MAINTENANCE ON PREMISES

3.01 LESSEE agrees to maintain the Leased Premises in condition suitable for use for which this lease is intended.

3.02 LESSEE will keep all and singular the Leased Premises, including all of LESSOR'S fixtures, appurtenances, equipment and machinery in such repair as the same at the commencement of the term. All repairs shall be at

LESSOR'S expense and shall remain the property of the LESSOR at the termination of the lease. Reasonable use and wearing of said fixtures, appurtenances, equipment and machinery, damage thereto by accidental fire, accident, or natural disaster, shall be exempt from the provision.

3.03 LESSEE shall provide housekeeping services for said premises, limited to sweeping, mopping and emptying trash cans, at most, every two (2) working days, and waxing floors not more often than every two (2) weeks.

3.04 In the event that the Leased Premises are destroyed by flood or other casualty, the parties agree that this lease will be terminated and shall not be in force and effect during that period of time while the Leased Premises cannot be used for the purposes intended by this Agreement.

3.05 It is agreed that all permanents improvements made to or furnished by the LESSEE on the Leased Premises shall be deemed to be and shall become part of the realty and shall belong to LESSOR upon expiration of the Lease or any extension hereof; provided, however that all window air condition units, carpeting and lighting fixtures shall be deemed chattels temporarily attached to realty and shall remain the personal property of LESSEE and may be removed upon termination of the Lease or any extension hereof; provided, further, that all chattels that will not damage the permanent improvement, if removed, shall be deemed the property of LESSEE and may be removed upon termination of the Lease.

3.06 LESSEE may make alterations, paint the interior or exterior of said building, but if major alterations which might adversely affect the exterior or

interior of said building are desired by the LESSEE, such alteration shall not be made, nor signs erected without the written consent of LESSOR.

3.07 LESSEE shall maintain the building roof, air conditioner, heating system before and during the lease of the building and will provide all major repairs at its own expense.

ARTICLE 4. UTILITIES

Utility Charge

4.01 LESSEE shall pay 60% the charges of for the water, sewer, electricity and 100% on trash pickup services, telephone, furnished to the Lease Premises during the term of this lease.

ARTICLE 5. INSURANCE AND INDEMNITY

Property Insurance

5.01 LESSOR shall insure the building and equipment covered by this lease against fire, accident, or natural disaster. In the event the building(s), or equipment or any part thereof shall, during said term or any renewal hereof, be destroyed by fire, accident, or natural disaster the same shall be thereby rendered unfit for use and habitation, then and in such case, the rent heretofore reserved, or a just and proportionate part thereof, according to the nature and extent of the injury sustained, shall be suspended or abated until said Lease Premises shall have been put in proper condition for use and habitation, by LESSEE or this lease Agreement shall thereby be terminated and ended at the election of LESSEE or its legal representatives. LESSOR agrees to provide a copy of such policy of insurance to LESSEE at time of execution of this agreement.

5.02 To the extent allowable under law, LESSEE agrees to hold LESSOR harmless from any liability for any accident or other legal cause of action based upon any tort which occurs on the Lease Premises, caused solely by LESSEE, its agent or employees.

5.03 LESSEE agrees that during the term of this lease, it shall have in effect a liability insurance policy to protect LESSOR from any third party claims that may arise as a result of injuries caused to any person upon the premises herein described. The limits of this policy shall be not less than $100,000.00 per person and 300,000 per occurrence.

ATICLE 6. MISCELLANEOUS

6.01 This agreement shall be binding upon and insure to the benefit of the parties hereto and their respective successors, but LESSEE shall not assign any part of the premises.

6.02 LESSEE will not cause to be carried upon the premises any trade or business, which increases the rate of insurance premiums on the Leased Premises, building(s) or contents.

6.03 LESSEE will permit LESSOR at reasonable times to make such repairs as it may deem necessary for the protection of the premises.

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

6.05 Commitment of Current Revenues Only. In the event that, during any term hereof, the County does not appropriate sufficient funds to meet the

obligations of such party under this Agreement, then the LESSEE may terminate this Agreement upon sixty (60) days written notice to the other party. The LESSEE agrees, however to use its best efforts to secure funds necessary for the continued performance of this Agreement. The parties intend these provisions to be a continuing right to terminate this Agreement at the expiration of each budget period of the LESSEE.

6.06 LESSEE shall permit LESSOR and its agents to enter into and upon the Leased Premises at approved specified times after written notice to LESSEE for the purpose of inspecting the same or for the purpose of maintaining or making repairs to the Leased Premises required hereby. However, the LESSOR agrees to not disrupt or interfere with the LESSOR's program.

WAVIER OF BREACH

A wavier by either LESSOR or LESSEE of a breach of this Lease by the other party shall not constitute a continuing wavier or waiver of any subsequent breach of the Lease.

ARTICLE 7. MISCELLANEOUS

Notices and Addresses

7.01 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:

McAllen Housing Authority
Attn: Joe Saenz, Executive Director
2301 Jasmine
McAllen, Texas 78501

LESSEE:

Hidalgo County Head Start Program
Attn: Teresa Flores, Executive Director
P.O. Box 0117
Edinburg, TX 78540-0117

Either party may change the address to which notices are to be sent in by giving the other party notice of the new address in the manner provided in this section.

Legal Construction

In case any one or more of the provisions contained in this agreement shall for any reason be held by the 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 Agreement

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

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

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.

Attorney's Fees and Costs

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 attorney's fees and cost incurred to enforce the Lease. As awarded by a court of competent jurisdictions

Force Majeure

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 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.

Estoppel Information

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

Time is of the essence of this agreement.

THE UNDERSIGNED LESSOR and LESSEE execute this Lease on the day_____ of _____, 2010.

LESSEE:

BY: _____
Ramon Garcia, County Judge

BY: _____
Teresa Flores, Executive Director

LESSOR:

BY: _____
Joe Saenz,Executive Director
McAllen Housing Authority

APPROVED AS TO FORM:
Oxford & Gonzalez

BY: _____
Ricardo Gonzalez

APPROVED AS TO FORM:
Atlas & Hall, LLP

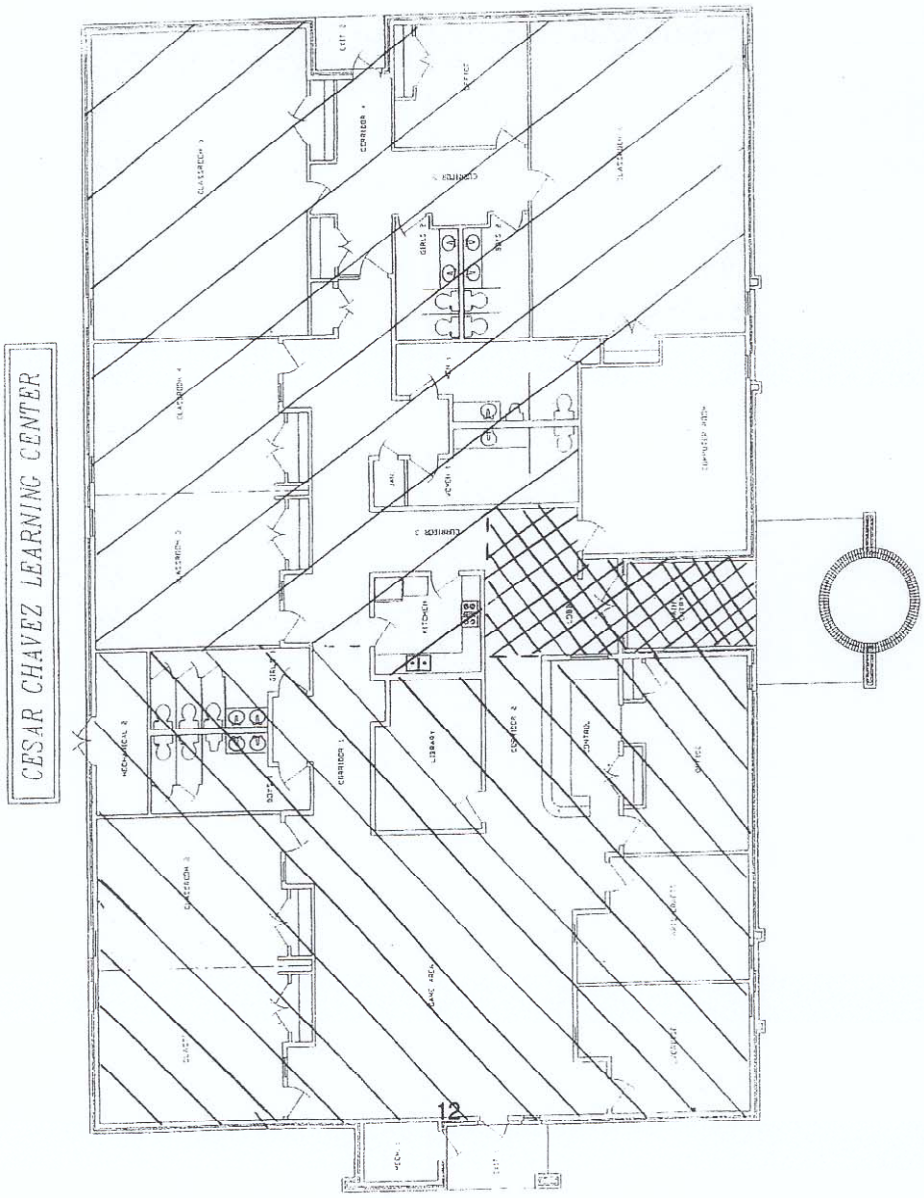
BY: _____
Stephen Crain

ATTEST:

BY: _____
Arturo Guajardo, JR.,
Hidalgo County Clerk

EXHIBIT "A"

A portion of the building attached hereto as Exhibit A1 highlighted in yellow located at 1200 North 25th Street, McAllen, Texas situated on a tract out of a portion of Lots 22 & 23, C.E. Hammonds Subdivision, Hidalgo County, Texas



AI-23982 **15.E.**

Lease Agreements w ISDs, Cities and Housing Authorities
CC REGULAR

Date: 11/22/2010
Submitted By: Linda Galaviz, HEAD START
Submitted For: Edmundo Garcia
Department: HEAD START
Agenda Category: Head Start

Information

CAPTION

Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facilities and/or Land with the Following Entities:

City of Alamo (Land)	City of Progreso (Land)	City of Mission (Building)	Edcouch-Elsa ISD (Building)
City of Alton (Land)	City of San Juan (Land)	City of Weslaco (Building)	La Joya ISD (Land)
City of Hidalgo (Land)	City of Donna (Land)	Edinburg Housing Authority (Building) Two Locations	Monte Alto ISD (Building)
City of Pharr (Land) Two Locations	City of Elsa (Building)	McAllen Housing Authority (Building)	
City of Palmview (Building and Land)	City of McAllen (Building)	Mercedes Housing Authority (Land)	

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Lease Agreements with Cities, ISDs

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:33 PM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 08:15 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Linda Galaviz

Started On: 11/16/2010 10:32 AM

Final Approval Date: 11/19/2010

Hidalgo County Head Start Program
Policy Council Agenda

DATE: November 17, 2010

SUBJECT: Discussion/Approval for Hidalgo County Head Start Program to Exercise Option to Extend for an Additional One Year Term the Lease Agreements for Facilities and or Land with the following entities:

City of Alamo (Land)	City of Progreso (Land)	City of Mission (Land & Building)	Edcouch Elsa ISD (Land & Building)
City of Alton (Land)	City of San Juan (Land)	City of Weslaco (Land & Building)	La Joya ISD (Land)
City of Hidalgo (Land)	City of Donna (Land)	Edinburg Housing Authority (Land & Bldg) Two Locations	Monte Alto ISD (Land & Building)
City of Pharr (Land) Two Locations	City of Elsa (Land & Building)	McAllen Housing Authority (Land & Building)	
City of Palmview (Building & Land)	City of McAllen (Land & Building)	Mercedes Housing Authority (Land)	

RATIONALE/NEED: Approval of Interlocal Agreements for premises and/or land is needed to continue serving Head Start children and families.

RECOMMENDATION: Administration recommends approval.

COST: As specified on Memo

RELATED INFORMATION INCLUDED: Interlocal Agreement

* * * *

HIDALGO COUNTY HEAD START PROGRAM

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

TO: Edmundo Garcia, Assistant Program Director

FROM: Ambrosio Tovar, Procurement Director

DATE: November 8, 2010

SUBJ: Interlocal Extension – Public Entities

The interlocal agreements which we have with the public entities will expire on December 31, 2010. We need to request for approval to extend the interlocal agreements. Hidalgo County Head Start Program has the option to extend the contract for an additional year under the same terms and conditions.

The extension would apply to the following:

Entity	Center	Classrooms	Enrollment	Monthly Rent
City of Alamo (Land)	Alamo	6	117	$1.00
City of Alton (Land)	Alton	5	100	$250.00
City of Hidalgo (Land)	Hidalgo	3	54	$1.00
City of Pharr (Land)	Pharr	5	95	$1.00
City of Pharr (Land)	Las Milpas I	6	115	$1.00
City of Palmview (Bldg & Land)	Palmview I	8	148	$400.00
City of Progreso (Land)	Progreso	3	57	$500.00
City of San Juan (Land)	San Juan I	3	54	$1.00
City of Donna (Land)	Donna II	3	60	$1.00
City of Elsa (Building)	Elsa	3	57	$850.00
City of McAllen (Building)	McAllen II	6	111	$1.00
City of Mission (Building)	Mission I	4	80	$500.00
City of Weslaco (Building)	Weslaco I	4	77	$1,218.40
Edinburg Housing Authority (Building)	Edinburg I	3	57	$450.00
Edinburg Housing Authority (Building)	Edinburg II	2	34	$450.00
McAllen Housing Authority (Building)	Vine Terrace	3	56	$1,200.00
Mercedes Housing Authority (Land)	Mercedes I	6	117	$250.00
Edcouch Elsa ISD (Building)	Edcouch	10	185	$500.00
La Joya ISD (Land)	La Joya	5	91	$1.00
Monte Alto ISD (Building)	Monte Alto	2	37	$600.00

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

Hidalgo County Head Start Program
1901 W. State Hwy 107, McAllen, Texas 78504

Teresa Flores, Executive Director
Hidalgo County Head Start Program

One Year Interlocal Agreement Extension

Dear Sir/Madam:

The purpose of this letter is to exercise Hidalgo County's option to extend a center Interlocal Agreement for one (1) additional year as stated in the existing contract dated January 1st, 2010 between Hidalgo County and_____for the property located at _____. (The "Original Lease Agreement").

If the _____agrees to this one (1) year extension of the original Interlocal Agreement under the existing terms and conditions, please have the authorized individual sign this Interlocal Agreement. It should be noted that the basis of this one (1) year extension is listed under ARTICLE 1.03, TERMS, of the original Interlocal Agreement.

The Head Start Program wishes to express its appreciation to the _____for its cooperation and support in this matter.

The beginning and ending date of extension shall be January 1st, 2011 through December 31st , 2011. The original Interlocal Agreement is extended for a period of one (1) year with all conditions including the lease amount remaining the same.

Property/Building:

Authorized Official:

BY: _____

Title: _____

Date: _____

One Year Interlocal Agreement Extension (Cont.)

Hidalgo County Head Start Program

Date approved by Policy Council:
Date approved by Commissioner's Court:

Head Start Program

_____

Teresa Flores, Executive Director

_____

Ramon Garcia, County Judge

Approved As to Form:
Oxford & Gonzalez

_____

Ricardo Gonzalez

Approved As to Form:
Atlas & Hall, L.L.P

_____

Stephen L. Crain

_____

Arturo Guajardo, Jr., County Clerk

AI-24031 **15.F.**

Amend 2010-2011 HCHSP Calendar

CC REGULAR

Date:	11/22/2010
Submitted By:	Linda Galaviz, HEAD START
Submitted For:	Edmundo Garcia
Department:	HEAD START
Agenda Category:	Head Start

Information

CAPTION

Discussion/Approval to Amend the 2010-2011 Hidalgo County Head Start Program Calendar to Reflect the New Year's Day County Holiday - January 3, 2011

BACKGROUND

Policy Council Approval: 11.17.10

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact

Attachments

Link: Approved Program Calendar

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Angela Garcia	11/17/2010 03:34 PM	APRV
2	Roland Garcia	Rolando Garcia	11/18/2010 08:51 AM	APRV
3	Auditor's Office	Becky Morales	11/18/2010 03:51 PM	APRV
4	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Linda Galaviz — Started On: 11/17/2010 02:43 PM

Final Approval Date: 11/19/2010

Hidalgo County Head Start Program

Policy Council Agenda

DATE: November 17, 2010

SUBJECT: Discussion/Approval to Amend the 2010-2011 Hidalgo County Head Start Program Calendar to Reflect the New Year's Day County Holiday, Monday, January 3, 2011

RATIONALE/NEED: The Administration Office staff is recommending approval to amend the 2010-2011 Hidalgo County Head Start Program Calendar due to the action taken by Commissioners' Court on Tuesday, October 12, 2010 whereby they designated Monday, January 3, 2011 as New Year's Day Holiday. Attached are the Hidalgo County Head Start Program Approved 2010-2011 Calendar, the County's Approved 2011 Holidays Schedule and the Amended Hidalgo County Head Start Program 2010-2011 Calendar with the change approved by Commissioners' Court.

RECOMMENDATION: Administration recommends approval.

COST: -0-

RELATED INFORMATION INCLUDES: Hidalgo County Head Start Program 2010-2011 Calendars and the 2011 Hidalgo County Holidays Schedule

****

INITIATED BY: Nora S. Munoz, Assistant Program Director

REVIEWED BY: Teresa Flores, Executive Director

EXECUTIVE DIRECTOR'S APPROVAL: Teresa Flores

Approved HCHSP 2010-2011 Program Calendar

2010-2011 Hidalgo County Head Start Program Calendar

Service Days: 172

July

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

September

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

October

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

November

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

December

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

January

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

February

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

March

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

April

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

June

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Staff Workdays / Student Holidays

DATE	EVENT	DATE	EVENT
7/27/2010 - 08/04/2010	Pre-Service Training	3/11/2011, 03/21/2011	Recruitment Days
10/01/2010	L.A.P.-D / C.I.P.	5/26-27/2011	Workday / staff development
12/16-17/2010	Workday / staff development		
1/03/2011	Workday / staff development		

Early Release Days

DATE	
9/24/2010	5/25/2011
11/05/2010	
12/15/2010	
4/15/2011	

Program Activities

DATE	EVENT	DATE	EVENT	DATE	EVENT	DATE	EVENT
8/9-12/2010	Parent Orientation Meeting	10/29-31/2010	Governance Leadership Institute	3/2/2011	Recruitment Training-Center Mgrs.	5/12/2011	Staff Graduation Banquet
8/16/2010	First Day of School	11/19/2010	HCHSP- Parent Fair	3/8-10/2011	Nutrition Contest	5/25/2011	Last Day Of School
8/26/2010	Networking Meeting	1/04/2011	Children Return - Winter Break	3/11/2011 , 3/21/2011	Recruitment Days	5/26/2011	Staff Appreciation Banquet
8/31- 9/2/2010	Volunteer Training Conference	1/28/2011	Self-Assessment Training	4/18-21/2011	Week of Young Child Festivities	5/27/2011	Last Day for Field Staff Wrkdy
9/25/2010	Parent Leadership Conference (P.L.C.)	1/31-2/11/2011	Self-Assessment Review	5/04/2011	Parent Volunteer Banquet		
10/6/2010	Open House	2/24/2011	Fatherhood Conference	5/05/211	Community Partnership Banquet		

Program Holidays

DATE	EVENT	DATE	EVENT	DATE	EVENT	DATE	EVENT
7/05/2010	Independence Day	11/11/2010	Veteran's Day	1/17/2011	Martin Luther King's Day	4/22-25/2011	Easter Break
9/06/2010	Labor Day	11/24-26/2010	Thanksgiving	2/21/2011	Presidents Day	5/30/2011	Memorial Day
10/11/2010	Columbus Day	12/20-31/2010	Winter Break	3/14-18/2011	Spring Break		

Policy Council Approval: May 19, 2010

Commissioner's Court Approval: May 25, 2010

County's Approved 2011 Holidays Schedule

County Executive Office

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

HIDALGO COUNTY
2011 HOLIDAYS

New Year's Day	**December 31, 2010** **January 3, 2011 (Friday/Monday)**
Martin Luther King Day	**January 17, 2011 (Monday)**
Presidents' Day	**February 21, 2011 (Monday)**
Good Friday	**April 22, 2011 (Friday)**
Easter	**April 25, 2011 (Monday)**
Memorial Day	**May 30, 2011 (Monday)**
Independence Day	**July 04, 2011 (Monday)**
Labor Day	**September 05, 2011 (Monday)**
Columbus Day	**October 10, 2011 (Monday)**
Veterans' Day	**November 11, 2011 (Friday)**
Thanksgiving Day	**November 24-25, 2011 (Thursday/Friday)**
Christmas Day	**December 23 & 26, 2011** **(Friday/Monday)**
Total Holidays	**15 days**

Approved by Commissioners' Court on October 12, 2010

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

Amended HCHSP 2010-2011 Program Calendar

2010-2011 Hidalgo County Head Start Program Calendar

Service Days: 172

July

M	T	W	TH	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

August

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

September

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

October

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

November

M	T	W	TH	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30			

December

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	31

January

M	T	W	TH	F
3	4	5	6	7
10	11	12	13	14
17	18	19	20	21
24	25	26	27	28
31				

February

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28				

March

M	T	W	TH	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

April

M	T	W	TH	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

May

M	T	W	TH	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

June

M	T	W	TH	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

Staff Workdays / Student Holidays

DATE	EVENT	DATE	EVENT
7/27/2010 - 08/04/2010	Pre-Service Training	5/26-27/2011	Workday / staff development
10/01/2010	L.A.P.-D / C.I.P.		
12/16-17/2010	Workday / staff development		
3/11/2011, 03/21/2011	Recruitment Days		

Early Release Days

DATE	
9/24/2010	5/25/2011
11/05/2010	
12/15/2010	
4/15/2011	

Program Activities

DATE	EVENT	DATE	EVENT	DATE	EVENT	DATE	EVENT
8/9-12/2010	Parent Orientation Meeting	10/29-31/2010	Governance Leadership Institute	3/2/2011	Recruitment Training-Center Mgrs.	5/12/2011	Staff Graduation Banquet
8/16/2010	First Day of School	11/19/2010	HCHSP- Parent Fair	3/8-10/2011	Nutrition Contest	5/25/2011	Last Day Of School
8/26/2010	Networking Meeting	1/04/2011	Children Return - Winter Break	3/11/2011 , 3/21/2011	Recruitment Days	5/26/2011	Staff Appreciation Banquet
8/31- 9/2/2010	Volunteer Training Conference	1/28/2011	Self-Assessment Training	4/18-21/2011	Week of Young Child Festivities	5/27/2011	Last Day for Field Staff Wrkdy
9/25/2010	Parent Leadership Conference (P.L.C.)	1/31-2/11/2011	Self-Assessment Review	5/04/2011	Parent Volunteer Banquet		
10/6/2010	Open House	2/24/2011	Fatherhood Conference	5/05/211	Community Partnership Banquet		

Program Holidays

DATE	EVENT	DATE	EVENT	DATE	EVENT	DATE	EVENT
7/05/2010	Independence Day	11/11/2010	Veteran's Day	1/03/2010	New Years Day	3/14-18/2011	Spring Break
9/06/2010	Labor Day	11/24-26/2010	Thanksgiving	1/17/2011	Martin Luther King's Day	4/22-25/2011	Easter Break
10/11/2010	Columbus Day	12/20-31/2010	Winter Break	2/21/2011	Presidents Day	5/30/2011	Memorial Day

Policy Council Approval:

Commissioner's Court Approval:

AI-24058 **16.A.**

Pct. 1 - Creation of one (1) full-time Executive Assistant for Community and Intergovernmental Relations

CC REGULAR

Date: 11/22/2010
Submitted By: Sylvia Solis, BUDGET & MANAGEMENT
Submitted For: Raul Silguero
Department: BUDGET & MANAGEMENT
Agenda Category: Precinct #1

Information

CAPTION

Pct. 1 Rd. Adm (1200):
1. Approval to create new position as follows:

Slot No.	Position Title	Proposed Budgeted Salary
0001	Executive Assistant for Community and Intergovernmental Relations	$85,000.00

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-00X-0-XXX
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N

BUDGETARY IMPACT:

Funds for prorated salary and related fringe benefits, available as of 11/18/10. Pending approval of interdepartmental transfer.

Attachments

Link: job desc.
Link: PAR
Link: Revised salary schedule
Link: Fiscal Note
Link: Interdept. transfer

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/18/2010 04:38 PM	APRV
2	Budget & Management	Erika Zamora	11/18/2010 04:49 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/18/2010 05:10 PM	APRV

4	Auditor's Office	11/19/2010 07:59 AM	NEW
Form Started By: Sylvia Solis		Started On: 11/18/2010 03:35 PM	
Final Approval Date: 11/19/2010			

HIDALGO COUNTY

PRECINCT 1 – ROAD ADMINISTRATION

Job Title:	Executive Assistant Community & Intergovernmental Relations	FLSA Status:	Exempt
Department:	121	Civil Service Status:	Exempt

Job Description Summary:

Plans, directs, and facilitates community and intergovernmental activities and operations within the office of the County Commissioner; prepares and presents the interests of the Precinct to intergovernmental organizations, other government entities and agencies, community groups, business and civic organizations

The Executive Assistant is appointed by the Precinct 1 County Commissioner.

EXAMPLES OF WORK PERFORMED:

1. Serves as the Precinct's representative in various projects, committees, and programs involving interaction with other governmental jurisdictions.
2. Participates on a variety of boards and commissions.
3. Attends, participates in, and speaks to professional groups and committees about Precinct issues.
4. Prepares and recommends to the County Commissioner, policy for the direction and administration of various Precinct and public affairs activities.
5. Prepares sensitive administrative correspondence for the County Commissioner, department heads, and other management and supervisory staff.
6. Directs the planning, development, and implementation of a proactive community relations program.
7. Develops a community outreach strategy for the Precinct.
8. Oversees and conducts various public communication activities to inform the public about Precinct programs and priorities.

MINIMUM QUALIFICATIONS:

A four (4) year college degree from an accredited university or college in public relations, communications or other related field. Four (4) experience in public relations, government or related field which provided the necessary knowledge and skills for this position. Experience and education may be substituted for one another. Substantial experience may be substituted for the required college education as determined by the County Commissioner.

OTHER REQUIREMENTS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess a valid Texas Drivers License, Class C;
- Must be able to be insured by the County's insurance carrier.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, depth perception and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee occasionally works near moving mechanical parts, outside weather conditions and is occasionally exposed to fumes or airborne particles and hazardous materials. Employee is frequently exposed to solar radiation when carrying out essential duties.

The noise level in the work environment is usually moderate to loud.

SAFETY REQUIREMENTS:

Maintain physical 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 decision 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:

The employee is required to follow all Precinct and County safety regulations.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 1 Rd Adm. (121-004) DATE: 11/18/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0001

REQUESTED POSITION TITLE: Executive Assistant for Community and Intergovernmental Relations

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) $ 85,000.00 (Proposed Budgeted Salary) $ 85,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Pct. 1 P/U Rd Funds (0-1200-431-00-121-005-0-890)

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)

As per Comm. Pct 1.

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	11/19/2010 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☑ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	11/19/2010 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-121-004-0-

AI - 24058

PCT. 1 RD ADM.

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**	**CREATE THE FOLLOWING: ↓ EXECUTIVE ASSISTANT FOR COMMUNITY AND INTERGOVERNMENTAL RELATIONS**	**0.00**	**85,000.00**	**85,000.00**	**0**	**0.00**	**0.00**	**85,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			0.00	85,000.00	85,000.00		0.00	0.00	85,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Approval to create one (1) full-time Executive Assistant for Community and Intergovernmental Relations position, slot no. 0001, budgeted salary $85,000.00. Personnel action pending CC approval.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Raul Silguero Jr., Budget Officer
CC Date: Monday, November 22, 2010 **Agenda Item:** 24058

Summary of request/proposal:
Pct. 1 Rd Adm(1200):
Approval to create one (1) full-time Executive Assistant for Community and Intergovernmental Relations position, slot no. 0001, budgeted salary $85,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	Executive Assistant for Community and Intergovernmental Relations	0001	113	0.00	85,000.00	85,000.00
				0.00	85,000.00	85,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-121-004-0-	113	PCT1 RD ADM -	REG F/T EMPLOYEES	$9,770.11
0-1200-431-00-121-004-0-	211	PCT1 RD ADM -	HEALTH INSURANCE	$311.14
0-1200-431-00-121-004-0-	212	PCT1 RD ADM -	LIFE INSURANCE	$3.10
0-1200-431-00-121-004-0-	220	PCT1 RD ADM -	FICA	$747.41
0-1200-431-00-121-004-0-	230	PCT1 RD ADM -	RETIREMENT	$930.11
0-1200-431-00-121-004-0-	250	PCT1 RD ADM -	UNEMPLOYMENT COMP	$48.85
0-1200-431-00-121-004-0-	260	PCT1 RD ADM -	WORKER'S COMP	$0.00
			2010 Budgetary Impact	$11,810.72

2011 Budgetary Impact: **$102,753.46**

Possible Funding Sources: **Pct. 1 P/U Rd Funds; pending interdepartmental transfer.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

DATE: November 18, 2010

DEPARTMENT HEAD: Raul Silguero, Jr.

2010
Transfer

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

ACCOUNT NUMBER: 0-1200-431-00-121-00X-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1200-431-00-121-005-0- 890	Pct 1 P/U Rd -	OTHER	(11,810.72)
TO			
0-1200-431-00-121-004-0- 113	Pct 1 Rd Adm. -	REG F/T EMPLOYEES	9,770.11
0-1200-431-00-121-004-0- 211	Pct 1 Rd Adm. -	HEALTH INSURANCE	311.14
0-1200-431-00-121-004-0- 212	Pct 1 Rd Adm. -	LIFE INSURANCE	3.10
0-1200-431-00-121-004-0- 220	Pct 1 Rd Adm. -	FICA	747.41
0-1200-431-00-121-004-0- 230	Pct 1 Rd Adm. -	RETIREMENT	930.11
0-1200-431-00-121-004-0- 250	Pct 1 Rd Adm. -	UNEMPLOYMENT COMPENSATION	48.85
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer from Road Adm. - Contingency to Pct. 1 Rd Adm. to fund pro-rated salary and related fringe benefit expenditures for the creation of Executive Assistant for Community and Intergovernmental Relations position, slot no. 0001.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE / /

ATTEST, COUNTY CLERK

AI-24007 **17.A.**

RMA Presentation re: roadway projects

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Submitted For:	Comm. Palacios as per Sylvia(DD1)
Department:	EXECUTIVE OFFICE
Agenda Category:	Precinct #2

Information

CAPTION

Presentation and discussion of Hidalgo County RMA as it relates to roadway projects

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	11/17/2010 10:04 AM	APRV
2	Roland Garcia	Rolando Garcia	11/17/2010 02:16 PM	APRV
3	Auditor's Office	Angela Garcia	11/19/2010 07:59 AM	APRV
Form Started By: Monica Badillo			Started On: 11/17/2010 09:44 AM	
Final Approval Date: 11/19/2010				

AI-24055 **18.A.**

Pct. 4 R&B - Creation of one (1) full-time Director of Road & Bridge position

CC REGULAR

Date:	11/22/2010
Submitted By:	Sylvia Solis, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT
Agenda Category:	Precinct #4

Information

CAPTION

Pct. 4 R&B (1200):
1. Approval to create one (1) full-time Director of Road and Bridge position, slot no. 0061, budgeted salary $65,000.00.
2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-115-041-0-899

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

BUDGETARY IMPACT:

Funds for prorated salary and related fringe benefits, available as of 11/18/10. Pending approval of interdepartmental transfer.

Attachments

Link: interdept transfer

Link: revised salary schedule

Link: PARS

Link: Job Description

Link: Fiscal Note

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Sylvia Solis	Sylvia Solis	11/18/2010 03:32 PM	APRV
2	Budget & Management	Erika Zamora	11/18/2010 03:36 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/18/2010 04:25 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Sylvia Solis Started On: 11/18/2010 02:39 PM

Final Approval Date: 11/19/2010

DATE: November 18, 2010

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

2010
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 4 P/U Rd

ACCOUNT NUMBER: 0-1200-431-00-1XX-0XX-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
0-1200-431-00-115-041-0- 899	ROAD ADM -	CONTINGENCY	(9,105.67)
TO			
0-1200-431-00-124-007-0- 113	Pct 4 P/U Rd -	REG F/T EMPLOYEES	7,471.26
0-1200-431-00-124-007-0- 211	Pct 4 P/U Rd -	HEALTH INSURANCE	311.14
0-1200-431-00-124-007-0- 212	Pct 4 P/U Rd -	LIFE INSURANCE	3.10
0-1200-431-00-124-007-0- 220	Pct 4 P/U Rd -	FICA	571.55
0-1200-431-00-124-007-0- 230	Pct 4 P/U Rd -	RETIREMENT	711.26
0-1200-431-00-124-007-0- 250	Pct 4 P/U Rd -	UNEMPLOYMENT COMPENSATION	37.36
	TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON:

Interdepartmental transfer from Road Adm. - Contingency to Pct. 4 R&B to fund pro-rated salary and related fringe benefit expenditures for the creation of Director of Road & Bridge position, slot no. 0061.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 24055

PCT. 4 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	EXECUTIVE ASST	64,042.00	20,958.00	85,000.00	0	0.00	0.00	85,000.00	85,000.00	1,680.00	0.00	0.00	0.00	0.00	86,680.00
0002	113	FIELD OPERATIONS DIRECTOR	48,916.00	0.00	0.00	0	0.00	0.00	48,916.00	48,916.00	612.94	0.00	4,000.00	0.00	0.00	53,529.00
0003	113	SP/PROJ COORD	47,592.00	0.00	0.00	0	0.00	0.00	47,592.00	47,592.00	1,081.70	0.00	3,874.00	0.00	0.00	52,548.00
0004	113	ACCOUNTS PAYABLE SPECIALIST III	42,428.00	0.00	0.00	0	0.00	0.00	42,428.00	42,428.00	1,393.00	0.00	2,500.00	0.00	0.00	46,321.00
0005	113	HEAVY EQ OP III	38,205.30	0.00	0.00	0	0.00	0.00	38,205.00	38,205.00	1,560.00	0.00	0.00	0.00	0.00	39,765.00
0006	113	CHIEF ADMIN	36,120.00	1,380.00	37,500.00	0	0.00	0.00	37,500.00	37,500.00	780.00	0.00	0.00	0.00	0.00	38,280.00
0007	113	HEAVY EQ OP III	42,588.00	0.00	0.00	0	0.00	0.00	42,588.00	42,588.00	540.00	0.00	0.00	0.00	0.00	43,128.00
0008	113	HEAVY EQ OP III	37,659.30	0.00	0.00	0	0.00	0.00	37,659.00	37,659.00	960.00	0.00	0.00	0.00	0.00	38,619.00
0009	113	MECHANIC III	34,433.00	0.00	0.00	0	0.00	0.00	34,433.00	34,433.00	600.00	0.00	0.00	0.00	0.00	35,033.00
0010	113	HEAVY EQ OP II	32,836.65	0.00	0.00	0	0.00	0.00	32,837.00	32,837.00	1,440.00	0.00	0.00	0.00	0.00	34,277.00
0012	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	0.00	0.00	0.00	0.00	0.00	29,615.00
0013	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	660.00	0.00	0.00	0.00	0.00	30,275.00
0014	113	TRCK DRVER III	29,615.00	0.00	0.00	0	0.00	0.00	29,615.00	29,615.00	1,020.00	0.00	0.00	0.00	0.00	30,635.00
0015	113	CLERK/RECEPTIONIST	29,242.00	0.00	0.00	0	0.00	0.00	29,242.00	29,242.00	420.00	0.00	1,500.00	0.00	0.00	31,162.00
0016	113	TRCK DRIVER II	28,812.00	0.00	0.00	0	0.00	0.00	28,812.00	28,812.00	0.00	0.00	0.00	0.00	0.00	28,812.00
0017	113	TRF SA/SPC III	28,771.00	0.00	0.00	0	0.00	0.00	28,771.00	28,771.00	0.00	0.00	0.00	0.00	0.00	28,771.00
0018	113	TRCK DRVER III	28,529.00	0.00	0.00	0	0.00	0.00	28,529.00	28,529.00	0.00	0.00	0.00	0.00	0.00	28,529.00
0019	113	HEAVY EQ OP I	28,487.00	0.00	0.00	0	0.00	0.00	28,487.00	28,487.00	540.00	0.00	0.00	0.00	0.00	29,027.00
0020	113	HEAVY EQ OP II	28,398.00	0.00	0.00	0	0.00	0.00	28,398.00	28,398.00	540.00	0.00	0.00	0.00	0.00	28,938.00
0021	113	TRCK DRVER III	28,320.00	0.00	0.00	0	0.00	0.00	28,320.00	28,320.00	480.00	0.00	0.00	0.00	0.00	28,800.00
0022	113	HEAVY EQ OP II	28,140.00	0.00	0.00	0	0.00	0.00	28,140.00	28,140.00	960.00	0.00	0.00	0.00	0.00	29,100.00
0023	113	HEAVY EQ OP II	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	540.00	0.00	0.00	0.00	0.00	28,246.00
0024	113	HEAVY EQ OP II	30,294.00	0.00	0.00	0	0.00	0.00	30,294.00	30,294.00	0.00	0.00	0.00	0.00	0.00	30,294.00
0025	113	MAINTENANCE III	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	900.00	0.00	0.00	0.00	0.00	28,606.00
0026	113	MECHANIC I	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0027	113	TIRE REPAIR	27,706.00	0.00	0.00	0	0.00	0.00	27,706.00	27,706.00	0.00	0.00	0.00	0.00	0.00	27,706.00
0028	113	HEAVY EQ OP II	27,413.00	0.00	0.00	0	0.00	0.00	27,413.00	27,413.00	1,080.00	0.00	0.00	0.00	0.00	28,493.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 24055

PCT. 4 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	
0029	113	HEAVY EQ OP II	26,090.00	0.00	0.00	0	0.00	0.00	26,090.00	26,090.00	420.00	0.00	0.00	0.00	0.00	26,510.00
0030	113	HEAVY EQ OP II	25,647.00	0.00	0.00	0	0.00	0.00	25,647.00	25,647.00	420.00	0.00	0.00	0.00	0.00	26,067.00
0031	113	MAINTENANCE II	25,556.00	0.00	0.00	0	0.00	0.00	25,556.00	25,556.00	540.00	0.00	0.00	0.00	0.00	26,096.00
0032	113	HEAVY EQ OP II	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	540.00	0.00	0.00	0.00	0.00	25,369.00
0034	113	HEAVY EQ OP I	24,829.00	0.00	0.00	0	0.00	0.00	24,829.00	24,829.00	0.00	0.00	0.00	0.00	0.00	24,829.00
0035	113	HEAVY EQ OP II	23,808.00	0.00	0.00	0	0.00	0.00	23,808.00	23,808.00	0.00	0.00	0.00	0.00	0.00	23,808.00
0036	113	HEAVY EQ OP II	26,308.00	0.00	0.00	0	0.00	0.00	26,308.00	26,308.00	0.00	0.00	0.00	0.00	0.00	26,308.00
0037	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0038	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
0039	113	MAINTENANCE II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0040	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0041	113	MAINTENANCE II	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0042	113	HEAVY EQUIPMENT OPERATOR I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0043	113	MAINTENANCE I	24,845.00	0.00	0.00	0	0.00	0.00	24,845.00	24,845.00	0.00	0.00	0.00	0.00	0.00	24,845.00
0044	113	MAINTENANCE I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0045	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0046	113	HEAVY EQ OP I	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0047	113	HEAVY EQ OP II	22,345.00	0.00	0.00	0	0.00	0.00	22,345.00	22,345.00	0.00	0.00	0.00	0.00	0.00	22,345.00
0048	113	TRF SA/SPC II	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	900.00	0.00	0.00	0.00	0.00	26,641.00
0049	113	TRAFFIC SAFETY SPECIALIST II/MAINTE	25,741.00	0.00	0.00	0	0.00	0.00	25,741.00	25,741.00	0.00	0.00	0.00	0.00	0.00	25,741.00
0050	113	CUSTODIAN	20,030.00	0.00	20,030.00	0	0.00	3,000.00	23,030.00	21,028.80	0.00	0.00	0.00	0.00	0.00	21,029.00
0051	113	HEAVY EQUIPMENT OPERATOR II	27,329.00	0.00	0.00	0	0.00	0.00	27,329.00	27,329.00	0.00	0.00	0.00	0.00	0.00	27,329.00
A053	112	PLANNING ADMINISTRATOR	0.00	0.00	0.00	0	0.00	0.00	0.00	0.00	0.00	0.00	53,408.00	0.00	0.00	53,408.00
0054	113	DIESEL MECHANIC	42,000.00	0.00	0.00	0	0.00	0.00	42,000.00	42,000.00	780.00	0.00	0.00	0.00	0.00	42,780.00
0055	113	ACCOUNTS PAYABLE SPECIALIST I	28,000.00	0.00	0.00	0	0.00	0.00	28,000.00	28,000.00	840.00	0.00	0.00	0.00	0.00	28,840.00
0056	113	ACCOUNTS PAYABLE SPECIALIST I	22,345.00	0.00	0.00	0	0.00	4,931.00	27,276.00	27,276.00	0.00	0.00	0.00	0.00	0.00	27,276.00
0058	113	MECHANIC II	0.00	31,070.00	31,070.00	0	0.00	0.00	31,070.00	31,070.00	0.00	0.00	0.00	0.00	0.00	31,070.00
0059	113	GENERAL OPERATIONS MANAGER	0.00	84,357.00	84,357.00	0	0.00	0.00	84,357.00	84,357.00	0.00	0.00	0.00	0.00	0.00	84,357.00
0060	113	TECHNICIAN III	0.00	36,271.00	36,271.00	0	0.00	0.00	36,271.00	36,271.00	0.00	0.00	0.00	0.00	0.00	36,271.00
		CREATE THE FOLLOWING: ↓														
0061	**113**	**DIRECTOR OF ROAD & BRIDGE**	**0.00**	**65,000.00**	**65,000.00**	**0**	**0.00**	**0.00**	**65,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
			1,532,443.25	174,036.00	294,228.00		0.00	7,931.00	1,714,410.00	1,690,063.80	22,227.64	0.00	65,282.00	0.00	0.00	1,777,574.00

HIDALGO COUNTY
COMMISSIONER COURT
2010 SALARY SCHEDULE

0-1200-431-00-124-007-0

AI - 24055

PCT. 4 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	

Approval to create one (1) full-time Director of Road and Bridge position, slot no. 0061, budgeted salary $65,000.00. Personnel action pending CC approval.

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Pct. 4 P/U RD (124-007) DATE: 11/18/10

CURRENT POSITION TITLE: N/A CURRENT SLOT. #: 0061

REQUESTED POSITION TITLE: Director of Road and Bridge

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) $ 65,000.00 (Proposed Budgeted Salary) $ 65,000.00 (Net Change)

Position to be funded from one of the following:

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

☒ Other Rd Adm. Funds (0-1200-431-00-115-041-0-899)

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	X	Exempt	X
Non-Exempt		Non-Exempt	
N/A			

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

To assist/facilitate smooth transition between outgoing and incoming administration.

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

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	D. L. Garza, Jr. [illegible]	11/19/10		☐ YES	☐ NO
	DEPARTMENT HEAD	DATE	FUNDING AVAILABLE IN DEPT. BUDGET		
2.				☐ YES	☐ NO
	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED		
3.	[signature]	11/19/2010		☑ YES	☐ NO
	DEPARTMENT OF BUDGET & MANAGEMENT	DATE	BUDGET PROCEDURES COMPLETED		
4.					
	COMMISSIONERS COURT APPROVAL	DATE			

DIRECTOR OF ROAD AND BRIDGE

GRADE: 14

GENERAL DESCRIPTION

Responsible management, administration, and supervision involved in the planning, scheduling, and directing of various public works projects concerned with the construction and maintenance of county roads and bridges.

Under the supervision of the County Commissioner or other designated supervisor, the Director of Construction is responsible for overseeing and managing the reconstruction and/or renovation of storm drainage systems, to include coordinating, scheduling, and supervising construction projects.

The position of the Director of Construction is appointed by and serves at the will of the County Commissioner.

EXAMPLES OF WORK PERFORMED

Plans, coordinates, assigns, and supervises employees engaged in road, bridge, and drainage construction and maintenance activities.

Coordinates construction and maintenance activities with other service groups and with other state and local agencies.

Conducts studies and develops new methods for improving road, bridge, and drainage construction and maintenance activities.

Responsible for work being completed in accordance with established schedules. Makes periodic and special inspections of road, bridge and drainage maintenance and construction projects.

Supervises the scheduling and coordination of manpower and equipment for public works projects.

Designs and implements measures for work standardization procedures.

Establishes and directs training programs to instruct employees in schedule utilization, work and safety methods.

Prepares and administers operating budget. Conducts staff meetings to plan and coordinate activities of subordinate units.

Performs related work as required.

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Bachelor's degree in Civil Engineering, Construction Management, Public Administration or related field, and five (5) years of experience in public works engineering and management in road construction and maintenance.

A comparable amount of education, training, or experience may be substituted for the minimum qualifications.

Knowledge, Skills, and Abilities

Knowledge of the principles and techniques of planning, management and scheduling as they relate to civil engineering and public works projects. Knowledge of the methods, materials and equipment common to road, bridge, and drainage construction. Knowledge of civil engineering practices as they pertain to road, bridge, and drainage construction and maintenance.

Ability to plan and supervise the work of supervisors, equipment operators, skilled and unskilled laborers in public works construction and maintenance activities. Ability to tactfully and effectively deal with the public, employees, and elected and appointed officials. Ability to analyze, evaluate, recommend, and present long range public works plans and programs.

Ability to effectively supervise the work of others, establish and maintain effective work relationships with other supervisor staff, employees, outside agencies, and the general public

Skill in negotiation of critical and controversial issues with engineers, regulatory agencies, and/or the other government agencies

Registration, Certification, or Licensure

Employee must have a current valid Texas Motor Vehicle Operator's License

Must be able to be insured by the County's Insurance Carrier

PHYSICAL DEMANDS:

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

Exposure to dirt, fumes, toxic materials, extreme temperatures, noise, vibrations and high work places

Pushing, pulling, or lifting equipment or supplies used in surveying and inspecting construction weighing up to 50lbs

Sitting for extended periods of time

Stooping, twisting, or crouching for performance of inspections, surveying and monitoring construction projects

Required to follow all County and Precinct safety policies and procedures

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 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
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

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: Monday, November 22, 2010 **Agenda Item:** 24055

Summary of request/proposal:
Pct. 4 R&B (1200):
Approval to create one (1) full-time Director of Road and Bridge position, slot no. 0061, budgeted salary $65,000.00.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1200	Director of Road and Bridge	0061	113	0.00	65,000.00	65,000.00
				0.00	65,000.00	65,000.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
0-1200-431-00-124-007-0- 113	Pct. 4 P/U RD -	REG F/T EMPLOYEES	$7,471.26
0-1200-431-00-124-007-0- 211	Pct. 4 P/U RD -	HEALTH INSURANCE	$311.14
0-1200-431-00-124-007-0- 212	Pct. 4 P/U RD -	LIFE INSURANCE	$3.10
0-1200-431-00-124-007-0- 220	Pct. 4 P/U RD -	FICA	$571.55
0-1200-431-00-124-007-0- 230	Pct. 4 P/U RD -	RETIREMENT	$711.26
0-1200-431-00-124-007-0- 250	Pct. 4 P/U RD -	UNEMPLOYMENT COMP	$37.36
0-1200-431-00-124-007-0- 260	Pct. 4 P/U RD -	WORKER'S COMP	$0.00
		2010 Budgetary Impact	$9,105.67

2011 Budgetary Impact: **$79,219.46**

Possible Funding Sources: **Rd Adm. Funds; pending interdepartmental transfer.**

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

AI-23577 **19.A.**

ICE Appropriation - Constable Pct# 4
CC REGULAR

Date:	11/22/2010
Submitted By:	Manuel Chapa, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Constable Pct# 4:
1. Approval of Certification of Revenues as certified by the County Auditor for the ICE Overtime Funding.
2. Approval to appropriate funds in the amount of $30,000.00.

BACKGROUND

The maximum reimbursement entitlement for Overtime worked on behalf of the joint investigation is set at $15,000.00 per officer per year.

Appropriation for two employees (employee#141275 and 180971).
Appropriation for third employee will be done at a later date (employee# 139386)

Reference: MOU (ICE & Constable Pct#4) AI# 23477 10-19-10

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1284-421-00-294-008-1-131

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $30,000.00 related to ICE Overtime.

Revenue acct # 0-1284-331-11-294-008-1-000 Ice Rev. Constable Pct#4

Fringe benefits to be paid from Constable Precinct No. 4 G/F budget (0-1100-421-00-294-001-0-XXX)

Attachments

Link: Certification of Revenues
Link: Appropriation - two employees
Link: MOU - reference

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Manuel Chapa (Originator)	Manuel Chapa	11/18/2010 10:05 AM	APRV

2	Budget & Management	Erika Zamora	11/18/2010 10:16 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	11/18/2010 03:40 PM	APRV
4	Auditor's Office	Becky Morales	11/18/2010 04:20 PM	APRV
5	Purchasing Department		11/19/2010 07:59 AM	NEW

Form Started By: Manuel Chapa

Started On: 10/20/2010 03:12 PM

Final Approval Date: 11/19/2010

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

November 17, 2010

The Honorable Ramon Garcia, County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Oscar L. Garza, Jr., Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

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

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of a grant award from the U.S. Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$30,000.00	Overtime for 2 Constable Pct. 4 Deputies

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

11/17/10
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: October 26, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero

DEPARTMENT NAME:

AI# 23577

Dept. of Budget & Mgmt. for Constables
Pct# 4 - (1284)

ACCOUNT NUMBER: 0-1284-421-00-294-008-1-131

Contact Person: Manuel Chapa **Ph#:** (956) 292-7025 Ext. 5760

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER'S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1284-421-00-294-008-1-131	ICE - Constable Pct# 4 - Overtime	30,000.00
0-1284-331-11-294-008-1-000	ICE - Revenues - Constable Pct# 4	30,000.00
	TOTAL BUDGET INCREASE (DECREASE)	$ 30,000.00

REASON: To appropriate funding for Constable Pct# 4 to cover two employees' Overtime related to ICE MOU (AI#23477 10-19-10).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN IMMIGRATION AND CUSTOMS ENFORCEMENT AND LOCAL, COUNTY, OR STATE LAW ENFORCEMENT AGENCY FOR THE REIMBURSEMENT OF JOINT OPERATIONS EXPENSES FROM THE TREASURY FORFEITURE FUND

This Agreement is entered into by the Hidalgo County Constable, Precinct Number 4 (NCIC CODE #TX1081600) and Immigration and Customs Enforcement (ICE), Special Agent in Charge (SAIC), San Antonio, Texas for the purpose of the reimbursement of costs incurred by the in providing resources to joint operations/task forces.

Payments may be made to the extent they are included in the ICE Fiscal Year Plan, and the money is available within the Treasury Forfeiture Fund to satisfy the request(s) for the reimbursement of overtime expenses and other law enforcement expenses related to joint operations.

I. LIFE OF THIS AGREEMENT

This Agreement becomes effective on the date it is signed by both parties. It remains in force unless explicitly terminated, in writing, by either party.

II. AUTHORITY

This Agreement is established pursuant to the provisions of 31 USC 9703, the Treasury Forfeiture Fund Act of 1992, which provides for the reimbursement of certain expenses incurred by local, county, and state law enforcement agencies as participants of joint operations/task forces with a federal agency participating in the Treasury Forfeiture Fund.

III. PURPOSE OF THIS AGREEMENT

This Agreement establishes the responsibilities of both parties and the procedures for the reimbursement of certain overtime expenses and other law enforcement expenses pursuant to 31 USC 9703.

IV. APPLICABILITY OF THIS AGREEMENT

This agreement is valid for all joint investigations led by ICE SAC, San Antonio, Texas, with the participation of the Hidalgo County Constable, Precinct Number 4, and until terminated, in writing, by either party.

V. TERMS, CONDITIONS, AND PROCEDURES

A. Assignment of Officer(s)

To the maximum extent possible, the Hidalgo County Constable, Precinct Number 4 shall assign dedicated officers to any investigation or joint operation.

Included as part of this Agreement, the Hidalgo County Constable, Precinct Number 4 shall provide ICE SAC San Antonio, Texas with the names, titles, four last digits of SSNs, badge or ID numbers, and hourly overtime wages of the officer(s) assigned to the joint operation. This information must be updated as necessary.

B. Submission of Requests for Reimbursement (Invoices) and Supporting Documentation

1. The Hidalgo County Constable, Precinct Number 4 may request the reimbursement of overtime salary expenses directly related to work on a joint operation with ICE SAC San Antonio, Texas, performed by its officer(s) assigned to this joint operation. In addition, the Hidalgo County Constable, Precinct Number 4 may request reimbursement of other investigative expenses, such as travel, fuel, training, equipment and other similar costs, incurred by officer(s) assigned as members of the designated joint operations with ICE SAC San Antonio, Texas.

   The Hidalgo County Constable, Precinct Number 4 **may not** request the reimbursement of the same expenses from any other Federal law enforcement agencies that may also be participating in the investigation.

2. **Reimbursement payments will not be made by check.** To receive reimbursement payments, the Hidalgo County Constable, Precinct Number 4 must ensure that Customs and Border Protection, National Finance Center (CBP/NFC) has a current ACH Form on file with the agency's bank account information, for the purposes of Electronic Funds Transfer. The ACH Form must be sent to the following address:

   CBP National Finance Center
   Attn: Forfeiture Fund
   6026 LAKESIDE BLVD.
   INDIANAPOLIS, IN 46278

If any changes occur in the law enforcement agency's bank account information, a new ACH Form must be filled out and sent to the CBP/NFC as soon as possible.

3. In order to receive the reimbursement of officers' overtime and other expenses related to joint operations, the Hidalgo County Constable, Precinct Number 4 must submit to ICE SAC San Antonio, Texas the TEOAF Form "Local, County, and State Law Enforcement Agency Request for Reimbursement of Joint Operations Expenses (Invoice)", signed by an authorized representative of that agency and accompanied by supporting documents such as copies of time sheets and receipts.

4. The Hidalgo County Constable, Precinct Number 4 remains fully responsible, as the employer of the officer(s) assigned to the investigation, for the payment of overtime salaries and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract, regardless of the reimbursable overtime charges incurred. Treasury Forfeiture Fund reimburses overtime salaries. Benefits are not reimbursable.

5. The **maximum** reimbursement entitlement for overtime worked on behalf of the joint investigation is set at **$15,000** per officer per year.

6. The Hidalgo Count Constable, Precinct Number 4 will submit all requests for the reimbursement of joint operations' expenses to ICE Assistant Special Agent in Charge at the following address: 1701 W. Business 83, Suite 508, McAllen, Texas 78501, Attn. Stella Santos, telephone number 956-984-6908.

VI. PROGRAM AUDIT

This Agreement and its provisions are subject to audit by ICE, the Department of the Treasury Office of Inspector General, the General Accounting Office, and other government designated auditors. The Hidalgo County Constable, Precinct Number 4 agrees to permit such audits and agrees to maintain all records relating to these transactions for a period not less than three years; and in the event of an on-going audit, until the audit is completed.

These audits may include reviews of any and all records, documents, reports, accounts, invoices, receipts of expenditures related to this agreement, as well as interviews of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this Agreement may be amended upon the written approval by both parties. The revision becomes effective on the date of approval.

VIII. NO PRIVATE RIGHT CREATED

This is an internal government agreement between ICE SAC San Antonio, Texas and the Hidalgo County Constable, Precinct Number 4 and is not intended to confer any right or benefit to any private person or party.

Signatures:

Special Agent in Charge
Immigration and Customs Enforcement
San Antonio, Texas

Date: 11/1/10

Hidalgo County Constable
Precinct Number 4
Edinburg, Texas 78541

Date: 10/19/10

SAC Office: San Antonio, TX **REIM #:**

Agency Name: Hidalgo County Constable Precinct 4
Tax ID Number: 74-6000717
NCIC: TX1081600
Address: 2814 S. Business Highway 281 Edinburg, Tx 78539
Contact Name: JOEL RIVERA
Phone: (956) 383-8560
Email: Joel.Rivera@co.Hidalgo.tx.us

Officers (list below):

Name	Title	SSN (Last 4 Digits)	Badge Number	Overtime Hourly Rate
JOEL RIVERA	Chief Deputy	1570	402	$33.15
DAVID T. SANCHEZ	DEPUTY	4170	425	$26.30

AI-24010 **19.B.**

Salary Sweep

CC REGULAR

Date:	11/22/2010
Submitted By:	Damaris San Miguel, BUDGET & MANAGEMENT
Submitted For:	Mr. Silguero
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Salary Sweep (1100):
Approval to transfer General Fund lapsed salaries from various departments to the County Wide Administration Contingency account.

BACKGROUND

Fiscal Impact

Attachments

Link: salary sweep

Form Routing/Status

Form Started By: Damaris San Miguel	Started On: 11/17/2010 10:20 AM
Final Approval Date: 11/19/2010	

HIDALGO COUNTY

Department Of Budget & Management

AI - 24010

GENERAL FUND SALARY SWEEP

	Amounts based on (BAP) Salary Schedule				SAGE	
Account Number	Department Name	2010 Budgeted Salary	Payroll Amount per Pay Period	Remaining Estimated Salaries per Year	Available Balance 7/22/10	Estimated Lapse Amount
0-1100-412-00-009-003-0-113	INDIGENT DEFENSE	291,855.00	11,225.19	43,778.25	$43,796.23	-
0-1100-412-00-031-001-0-113	MASTER COURT	85,504.00	3,288.62	12,825.60	$12,825.10	-
0-1100-412-00-032-001-0-113	MASTER CRT II	85,504.00	3,288.62	12,825.60	$13,045.36	(219.76)
0-1100-412-00-045-001-0-113	CRIMINAL AUXILIARY COURT	209,799.00	8,069.19	31,469.85	$31,687.83	(217.98)
0-1100-412-00-061-001-0-113	JP PCT 1/PL 1	122,155.00	4,698.27	18,323.25	$21,315.39	(2,992.14)
0-1100-412-00-062-001-0-113	JP PCT 1/PL 2	122,155.00	4,698.27	18,323.25	$18,473.40	(150.15)
0-1100-412-00-063-001-0-113	JP PCT 2/PL 1	122,155.00	4,698.27	18,323.25	$18,338.82	-
0-1100-412-00-064-001-0-113	JP PCT 2/PL 2	122,155.00	4,698.27	18,323.25	$18,323.24	-
0-1100-412-00-065-001-0-113	JP PCT 3/PL 1	146,637.00	5,639.88	21,995.55	$22,341.70	(346.15)
0-1100-412-00-066-001-0-113	JP PCT 3/PL 2	146,636.00	5,639.85	21,995.40	$22,017.37	-
0-1100-412-00-067-001-0-113	JP PCT 4/PL 1	187,367.00	7,206.42	28,105.05	$29,911.42	(1,806.37)
0-1100-412-00-068-001-0-113	JP PCT 4/PL 2	256,347.00	9,859.50	38,452.05	$38,452.20	-
0-1100-412-00-069-001-0-113	JP PCT 5/PL 1	122,155.00	4,698.27	18,323.25	$23,080.95	(4,757.70)
0-1100-412-00-080-002-0-113	CRIM DA	4,453,474.00	171,287.46	668,021.10	$690,773.56	(22,752.46)
0-1100-412-00-090-001-0-113	DIST CLERK	1,961,591.00	75,445.81	294,238.65	$300,897.88	(6,659.23)
0-1100-412-30-085-003-0-113	PUBLIC DEFENDER	551,705.00	21,219.42	82,755.75	$82,755.79	-
0-1100-413-00-110-006-0-113	CO JUDGE	426,852.00	16,417.38	64,027.80	$159,289.40	(95,261.60)
0-1100-413-00-125-001-0-113	EXECUTIVE OFFICE	76,331.00	2,935.81	11,449.65	$20,179.46	(8,729.81)
0-1100-413-00-125-002-0-113	PUBLIC AFFAIRS DIVISION	190,402.00	7,323.15	28,560.30	$28,823.19	(262.89)
0-1100-413-30-115-017-0-113	CO COMM	22,857.00	879.12	3,428.55	$3,428.69	-
0-1100-414-00-130-001-0-113	ELECTIONS DEPT	557,972.00	21,460.46	83,695.80	$84,897.50	(1,201.70)
0-1100-415-00-200-001-0-113	INFORMATION TECHNOLOGY	924,036.00	35,539.85	138,605.40	$131,889.18	6,716.22
0-1100-415-14-115-001-0-113	BUDGET & MANAGEMENT	1,057,498.00	40,673.00	158,624.70	$99,731.04	58,893.66
0-1100-415-15-140-001-0-113	TAX OFF	3,939,837.00	151,532.19	590,975.55	$601,095.99	(10,120.44)
0-1100-415-16-150-001-0-113	CO TREASURER	476,517.00	18,327.58	71,477.55	$71,500.45	-
0-1100-415-18-160-001-0-113	PURCHASING	1,143,298.00	43,973.00	171,494.70	$178,691.67	(7,196.97)
0-1100-415-40-180-001-0-113	CO CLERK	1,849,186.00	71,122.54	277,377.90	$291,474.32	(14,096.42)
0-1100-415-50-190-002-0-113	HUMAN RESOURCES	346,910.00	13,342.69	52,036.50	$53,911.66	(1,875.16)
0-1100-419-10-210-001-0-113	PLANNING DEPT	623,135.00	23,966.73	93,470.25	$94,924.66	(1,454.41)
0-1100-419-40-220-001-0-113	FACILITIES MANAGEMENT	2,610,462.00	100,402.38	391,569.30	$402,741.85	(11,172.55)
0-1100-419-50-115-059-0-113	DBM - SAFETY DIVISION	551,370.00	21,206.54	82,705.50	$82,799.80	-
0-1100-421-00-115-027-0-113	TX DPS	168,721.00	6,489.27	25,308.15	$28,920.48	(3,612.33)
0-1100-421-00-280-001-0-113	SHERIFF	12,781,044.00	491,578.62	1,917,156.60	$1,931,072.32	(13,915.72)
0-1100-421-00-291-001-0-113	CONSTABLE PCT.1	459,081.00	17,656.96	68,862.15	$68,888.67	-
0-1100-421-00-292-001-0-113	CONSTABLE PCT.2	272,736.00	10,489.85	40,910.40	$41,050.70	(140.30)
0-1100-421-00-293-001-0-113	CONSTABLE PCT.3	613,078.00	23,579.92	91,961.70	$93,824.34	(1,862.64)

HIDALGO COUNTY

Department Of Budget & Management

AI - 24010

GENERAL FUND SALARY SWEEP

	Amounts based on (BAP) Salary Schedule				SAGE	
Account Number	Department Name	2010 Budgeted Salary	Payroll Amount per Pay Period	Remaining Estimated Salaries per Year	Available Balance 7/22/10	Estimated Lapse Amount
0-1100-421-00-294-001-0-113	CONSTABLE PCT.4	623,006.00	23,961.77	93,450.90	$94,064.39	(613.49)
0-1100-421-00-295-001-0-113	CONSTABLE PCT.5	281,033.00	10,808.96	42,154.95	$51,639.53	(9,484.58)
0-1100-422-10-300-001-0-113	EMERGENCY SRVS - FM	216,841.00	8,340.04	32,526.15	$32,450.86	75.29
0-1100-423-21-280-002-0-113	JAIL	13,742,390.00	528,553.46	2,061,358.50	$2,110,890.21	(49,531.71)
0-1100-429-00-300-023-0-113	EMERGENCY SRVS - EM	286,386.00	11,014.85	42,957.90	$51,907.87	(8,949.97)
0-1100-432-00-121-001-0-113	SANITATION PCT.1	545,937.00	20,997.58	81,890.55	$84,833.97	(2,943.42)
0-1100-432-00-122-001-0-113	SANITATION PCT.2	635,556.00	24,444.46	95,333.40	$126,425.49	(31,092.09)
0-1100-432-00-123-001-0-113	SANITATION PCT.3	823,868.00	31,687.23	123,580.20	$129,320.06	(5,739.86)
0-1100-432-00-124-001-0-113	SANITATION PCT.4	363,410.00	13,977.31	54,511.50	$58,838.39	(4,326.89)
0-1100-441-00-340-001-0-113	HEALTH ADM	1,151,238.00	44,278.38	172,685.70	$182,622.82	(9,937.12)
0-1100-441-00-340-003-0-113	HEALTH CLINICS	2,866,724.00	110,258.62	430,008.60	$460,131.74	(30,123.14)
0-1100-444-00-240-001-0-113	HUMAN SERVICES	907,242.00	34,893.92	136,086.30	$140,324.28	(4,237.98)
0-1100-444-00-360-001-0-113	CHILD WELFARE	80,188.00	3,084.15	12,028.20	$12,028.41	-
0-1100-444-00-370-001-0-113	VETERAN'S SRV	156,287.00	6,011.04	23,443.05	$26,963.07	(3,520.02)
0-1100-452-00-121-013-0-113	PARKS PCT.1	492,587.00	18,945.65	73,888.05	$80,792.11	(6,904.06)
0-1100-452-00-122-008-0-113	PARKS PCT.2	341,558.00	13,136.85	51,233.70	$70,287.18	(19,053.48)
0-1100-452-00-123-008-0-113	PARKS PCT.3	424,242.00	16,317.00	63,636.30	$68,568.73	(4,932.43)
0-1100-452-00-124-009-0-113	PARKS PCT.4	265,218.00	10,200.69	39,782.70	$39,782.96	-
0-1100-461-00-380-001-0-113	TX AGRILIFE EXT	170,429.00	6,554.96	25,564.35	$25,783.56	(219.21)
0-1100-463-00-121-002-0-113	PCT 1 CDBG	0.00	0.00	0.00	$8,335.31	(8,335.31)
0-1100-466-00-121-050-0-113	PCT 1 CRC	52,720.00	2,027.69	7,908.00	$7,908.05	-
0-1100-466-00-122-018-0-113	PCT 2 CRC	97,623.00	3,754.73	14,643.45	$14,826.09	(182.64)
0-1100-466-00-122-082-0-113	PCT 2 CRC - SOUTH TOWER RD	91,435.00	3,516.73	13,715.25	$14,683.92	(968.67)
0-1100-466-00-122-082-0-122	PARKS PCT.2	16,488.00	634.15	0.00	$6,286.51	(6,286.51)
0-1100-452-00-122-008-0-114	PCT 2 CRC	20,517.00	789.12	3,077.55	$20,517.00	(17,439.45)
0-1100-414-00-130-001-0-121	ELECTIONS DEPT	139,908.74	4,996.74	19,487.29	$36,948.70	(17,461.41)
0-1100-415-40-180-001-0-114	CO CLERK	131,109.00	5,042.65	19,666.35	$31,516.00	(11,849.65)
0-1100-441-00-340-003-0-114	HEALTH CLINICS	18,564.00	714.00	2,784.60	$5,075.70	(2,291.10)
0-1100-452-00-121-013-0-121	PARKS PCT. 1	24,000.00	923.08	3,600.00	$5,020.86	(1,420.86)
		63,045,021.74	**2,424,424.16**	**9,452,781.04**	**9,855,945.38**	**(402,964.76)**

0-1100-415-00-115-002-0-899 CO WIDE ADM - CONTINGENCY

TOTAL: $402,964.76

0.00

REASON: To sweep lapsed salaries from General Fund to the Countywide Admin. Account.

AI-24029 **19.C.1.**

Deobligation of Funds from Tax Notes, Series 2007 (1302)

CC REGULAR

Date:	11/22/2010
Submitted By:	Perla Lopez, BUDGET & MANAGEMENT
Submitted For:	Sergio Cruz
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Tax Notes, Series 2007 (1302):
Approval to deobligate funds from Tax Notes, Series 2007 (1302) in the amount of $1,343.87.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1302-421-00-291-003-0-741

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

BUDGETARY IMPACT:

Funds available to unappropriate as of 11/18/10.

Attachments

Link: BA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Perla Lopez	Perla Lopez	11/18/2010 01:48 PM	APRV
2	Budget & Management	Erika Zamora	11/18/2010 01:56 PM	APRV
3	Ivan Cantu	Ivan Cantu	11/18/2010 04:35 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Perla Lopez Started On: 11/17/2010 02:23 PM

Final Approval Date: 11/19/2010

DATE: November 22, 2010

2010
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr.

DEPARTMENT NAME: Department of Budget & Management
for Tax Notes, Series 2007 (1302)

AI-24029

ACCOUNT NUMBER: 0-1302-421-00-291-003-0-741

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

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBERS	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
0-1302-421-00-291-003-0-741	Const Pct. 1 - Vehicles	$ (1,343.87)
	TOTAL BUDGET INCREASE (DECREASE)	**-1,343.87**

REASON:

Deobligation of funds.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-23558 **20.A.4.**

Award/CRS-2 (Cationic Rapid Setting)Emulsified Asphalt Hidalgo County (All Funding Sources)

CC REGULAR

Date:	11/22/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County(All Funding Sources)-"CRS-2 (Cationic Rapid Setting)Emulsified Asphalt" RFB No.: 2010-264-09-29-SGS.

BACKGROUND

1. Current contract will expire on December 15, 2010.
2. New contract to commence on December 16, 2010.
3. Recommended vendor is Performance Grade Asphalt.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Funding source Pct 1- $ 929.73 as of 11/16/10
Purchases are on an as needed basis.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Funding source Pct 3- $ 20,083.01 as of 11/16/10
Purchases are on an as needed basis.

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Funding source Pct 4- $ 36,041.39 as of 11/12/10
Purchases are on an as needed basis.

Attachments

Link: Agenda-Award Packet

Link: contract

Link: corrected packet

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	11/17/2010 09:57 AM	APRV
3	Rosalinda Cantu	Sylvia Solis	11/17/2010 03:51 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Sandy Suarez

Started On: 10/20/2010 08:08 AM

Final Approval Date: 11/19/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-262-09-29-SGS-Hidalgo County- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, October 04, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on October 12, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade	bid amount / per
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1200-431-00-121-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	10/13/10

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

Pct 3

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-262-09-29-SGS-Hidalgo County Precinct No. 2- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, October 04, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on October 12, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Pan American Bit. Asphalt	Lowest Bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1.90-451-00-193-605-0.673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
Com. Joe M. Flores	Joe M. Flores	Precinct #3	10-1-10

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

Pct 4

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-262-09-29-SGS-Hidalgo County Precinct No. 2- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES. PROGRAMS AND ENITITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Monday, October 04, 2010 @ 3:00 p.m. to be able to present to Commissioner's Court on October 12, 2010. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade Asphalt	Low bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1200-431-00-124-007-0-731

Juan M. Carranza | Juan M. Carranza | Pct 4 | 9-30-10

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: SEPTEMBER 29, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2010-264-09-29-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	*Performance Grade Asphalt*	$ 3.20	$ 2.90	$ 2.60	$ 2.35	$ 2.05	DEMURRAGE: $ 50.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	(After 2 hrs.)
2	*Martin Asphalt Co.*	$ NO BID	$ NO BID	$ 2.50	$ 2.40	$ 2.20	DEMURRAGE: $ 60.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	(After 2 hrs.)
3	*Ergon Asphalt & Emulsions, Inc.* ***(Federal Environmental fee will be added to prices- $.4424/ton - asphalt & polymer loads & $.00133/gal- emulsion loads)*	$ 3.9832	$ 3.0156	$ 2.5331	$ 2.3721	$ 2.2916	DEMURRAGE: $ 80.00
		Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	Per Gallon (freight included)	(After 2 hrs).

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 29, 2010 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING)EMULSFIED ASPHALT

BID NO: 2009-264-09-29-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Martin Asphalt, Co. Inc. Attn: Tom Hernandez	e-mail	Sandy Suarez	09/13/10	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 thernandez@martinmlp.com
2). Performance Grade Asphalt Attn: Clarke DuBose-owner	e-mail	Sandy Suarez	09/13/10	5320 FM 204 / PO Box 6 HITCHCOCK, TX 77563 Ph# 800-427-7740 Fax# 409-986-7950 clarked@pgasphalt.com
3.) Ergon A & E Inc. Attn: John De la Garza	e-mail	Sandy Suarez	09/13/10	11612 RM 2244 BLDG 1 STE 250 AUSTIN, TX. 78738 Ph# 956-330-2235 John.delagarza@ergon.com
4.) Construction Data Company CDC/Bidtool Attn. Laura Cobb	e-mail	Sandy Suarez	09/14/10	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, Il. 60181 P#512-634-5633 Fax#866-714-9554 plans@cdcnews.com or lcobb@cdcnews.com
5.) Vaquero Enterprises Attn: Mr. LeRoy Soliz	e-mail	Sandy Suarez	09/21/10	7702 Springfield #3 Laredo, Texas 78041 (956) 236-2411 vaquero.soliz@yahoo.com
6.)				
7.)				
8.)				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-10-264-11-22

THIS AGREEMENT (the "Agreement") is entered into as of the November 22, 2010 by and between **Dubose Interests, LLC dba Performance Grade Asphalt, LLC,** a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in "**CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** " in the areas of Hidalgo County Precinct No. 2 projects for a period of six (6) months from December 16, 2010 to June 15, 2011 and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

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.

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 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
Attn: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller:
DuBose Interests, LLC dba
Performance Grade Asphalt
Attn: Clark DuBose, President
PO Box 6
Hitchcock, TX 77563

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 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,_____.

APPROVED AS TO FORM:
Atlas & Hall, L.L.P

By_____

HIDALGO COUNTY

By:_____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 13, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)**
Request for Bids -**"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**
Bid No: 2010-264-09-29-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
RFB NO: 2010-264-09-29-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 6 pages.
4. Exhibit B Bid Page, consisting of 2 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

09/13/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2010-264-09-29	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT"

BID OPENING DATE:
SEPTEMBER 29, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"**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-2010-264-09-29-SGS-HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)–CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 29, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-264-09-29-SGS- HIDALGO COUNTY (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) - CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

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 of 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 (ALL FUNDING SOURCES, PROGRAMS AND ENTITIES) –CRS-2 CATIONIC RAPID SETTING (EMULSIFIED ASPHALT)"** 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
Attn: A/P Division
2808 So. Bus. Hwy 281
Edinburg, TX. 78539
(956)318-2511

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 29, 2010**
Award of Contract	_____, 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 & 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2010-264-09-29-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2010-264-09-29-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 2	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	301 E. State Pharr, TX. 78577	7 Mile line and Iowa Rd. Mission, TX. 78572	1102 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**	**CONTACT:**
Raul Lozano, Chief Administrator (956) 968-8733	Ricardo Cuellar, Field Operations Director (956) 787-1891	Saul Ramirez, Field Operations Director (956) 585-4509	Juan Carranza, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT.** Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in the best interest of the County to do so.

4. The Contract for the material shall remain in effect until **a)** contract expires, **b)** delivery/completion of services ordered , **c)** terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. Continuing non-performance of the bidder in terms of specifications shall be basis for the termination of the contract by the County. The County shall not pay for work, equipment, supplies or services which are unsatisfactory. Vendors will be given a reasonable opportunity before termination to correct the deficiencies.

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. 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.

10. Bidder(s) have been in business for as least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

13. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

14. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA rules and requirements.

- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2010-264-09-29-SGS

Further information required for this project can be addressed to, Sandy Suarez, 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.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, September 22, 2010 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, September 24, 2010 by 5:00 P.M.**

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2009-264-09-29-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

EXHIBIT "C"

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE** DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP GG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF. THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's 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
(CIQ FORM)

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRMS AND ENTITIES)

REQUEST FOR BID

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

RFB No.: 2010-264-09-29-SGS

IMPORTANT: ***The CIQ form must be recorded at Hidalgo County Clerk's office.***
Any questions pertaining to the CIQ form, please contact me.

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 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.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The prograr 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 considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali 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 HUI Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2009-264-09-29-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING)

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$ 3.10 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 1,001 TO 2,000 GALLONS	$ 2.90 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 2,001 TO 3,000 GALLONS	$ 2.60 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 3,001 TO 4,000 GALLONS	$ 2.35 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.
LOADS OF 4,001 TO 5,000 GALLONS	$ 2.05 PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: after 1st 2 hrs. $ 50.00 per hr.

BIDDER/COMPANY NAME: Performance Grade Asphalt, L.L.C.

ADDRESS: P.O. Box 6

CITY/STATE/ZIP CODE: Hitchcock, TX. 77563

PHONE & FAX NO.'S: 409-986-7740, fax 409-986-7950

CELL PHONE: 281-387-9869 · Clarke

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Clarke DuBose

TITLE: President

OPENED
9:43 a.m.
9/29/10
Witnessed

All applicable forms in this packet must be filled out in its entirety and submitted with bid response. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/10/2010

PRODUCER (409)934-8[illegible]00 FAX: (409)935-1883
Rust, Ewing, Watt & Haney, Inc.
7900 Emmett Lowry Expressway
Texas City TX 77591

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
Dubose Interests LLC DBA Performance Grade Asphatl LLC Rifle Transportation LLC&Gator Rec
P. O. Box 6
Hitchcock TX 77563

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Gemini Ins Co/ S W Risk	10833
INSURER B: Hallmark	
INSURER C: Texas Mutual Insurance	22945
INSURER D: Great American Ins Co of	22136
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	VIQP011414	11/20/2009	11/20/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,00 $ 50,00 $ 5,00 $ 1,000,00 $ 2,000,00 $ 2,000,00
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	TXS500591	12/11/2009	12/11/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,00 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-0012106801	2/18/2010	2/18/2011	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,00 $ 1,000,00 $ 1,000,00
D		OTHER Cargo Insurance	IMP 388 76 31 01	11/20/2009	11/20/2010	Per Truck Deductible	$100,00 $1,00

DESCRIPTION OF OPERATIONS / LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
Blanket Waiver of Subrogation applies to the Workers Compensation as required by written contract between the insured and certificate holder.

CERTIFICATE HOLDER
(956)292-7612
County of Hidalgo
2812 S. Business 281
Edinburg, [illegible] 78539

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

AUTHORIZED REPRESENTATIVE
J Blackshear Jr. CIC/ Joe Blackshear Jr

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-264-09-29-SGS-Hidalgo County- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Monday, October 04, 2010 @ 3:00 p.m. to be able to present to Commissioner's Court on October 12, 2010. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department, via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade	bid amount / Pax
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1200-431-00-121-005-0-673

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Raul Lozano	Pct. 1	10/13/10

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

Pct 3

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-264-09-29-SGS-Hidalgo County Precinct No. 2- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than Monday, October 04, 2010 @ 3:00 p.m. to be able to present to Commissioner's Court on October 12, 2010. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department, via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Pinkerton Bit. Asphalt	Lowest Bidder
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1.383-451-03-123-10-5-0-613

A. C. Cuellar / Joe M. Flores / Precinct #3 / 10-1-10

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626 / Fax: (956) 318-2629

MEMORANDUM

TO: **Hon. A. C. Cuellar, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Raul Lozano, Chief Administrator

Hon. Joe M. Flores, Commissioner
Hidalgo County Precinct No. 3
Attn: Mr. Saul Ramirez, Field Operations Foreman

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2
Attn: Mr. Ricardo Cuellar, Field Operations Foreman

Hon. Oscar Garza, Jr., Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Juan Carranza, Chief Administrator

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-267-09-29-SGS-Hidalgo County Precinct No. 2- "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT" (ALL FUNDING SOURCES. PROGRAMS AND ENTITIES)

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Court Meeting; therefore, we need your response no later than Monday, October 04, 2010 @ 3:00 p.m. to be able to present to Commissioner's Court on October 12, 2010. Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department, via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.

Should you have any questions or require further information please do not hesitate to call me at 318-2626 ext 4860 Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Performance Grade Asphalt	Low bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 0-1200--431-00-124-007-0--731

Juan M. Carranza — Juan M. Carranza — Pct 4 — 9-30-10

AUTHORIZED SIGNATURE | PRINTED NAME | DEPARTMENT | DATE

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENTS NAME: HIDALGO COUNTY(ALL FUNDING SOURCES, PROGRAMS AND ENITITIES)

BID OPENING: SEPTEMBER 29, 2010 | **OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: RFB "CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO. 2010-264-09-29-SGS

PRICE PER GALLON (FREIGHT INCLUDED) -ON AN "AS NEEDED BASIS"

	LOADS PER GALLON	UP TO 1000	1001 TO 2000	2001 TO 3000	3001 TO 4000	4001 TO 5000	ADDITIONAL COST (SPECIFY)
	VENDOR						
1	*Performance Grade Asphalt*	$ 3.20 Per Gallon (freight included)	$ 2.90 Per Gallon (freight included)	$ 2.60 Per Gallon (freight included)	$ 2.35 Per Gallon (freight included)	$ 2.05 Per Gallon (freight included)	DEMURRAGE: $ 50.00 (After 2 hrs.)
2	*Martin Asphalt Co.*	$ NO BID Per Gallon (freight included)	$ NO BID Per Gallon (freight included)	$ 2.50 Per Gallon (freight included)	$ 2.40 Per Gallon (freight included)	$ 2.20 Per Gallon (freight included)	DEMURRAGE: $ 60.00 (After 2 hrs.)
3	*Ergon Asphalt & Emulsions, Inc.* ***(Federal Environmental fee will be added to prices- $.4424/ton - asphalt & polymer loads & $.00133/gal- emulsion loads)*	$ 3.9832 Per Gallon (freight included)	$ 3.0156 Per Gallon (freight included)	$ 2.5331 Per Gallon (freight included)	$ 2.3721 Per Gallon (freight included)	$ 2.2916 Per Gallon (freight included)	DEMURRAGE: $ 80.00 (After 2 hrs).

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: SEPTEMBER 29, 2010 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities)"CRS-2(CATIONIC RAPID SETTING)EMULSFIED ASPHALT

BID NO: 2009-264-09-29-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Martin Asphalt, Co. Inc. Attn: Tom Hernandez	e-mail	Sandy Suarez	09/13/10	3 RIVERWAY STE# 400 HOUSTON, TX. 77056 Ph# 800-662-0987 Fax# 800-552-2415 thernandez@martinmlp.com
2). Performance Grade Asphalt Attn: Clarke DuBose-owner	e-mail	Sandy Suarez	09/13/10	5320 FM 204 / PO Box 6 HITCHCOCK, TX 77563 Ph# 800-427-7740 Fax# 409-986-7950 clarked@pgasphalt.com
3.) Ergon A & E Inc. Attn: John De la Garza	e-mail	Sandy Suarez	09/13/10	11612 RM 2244 BLDG 1 STE 250 AUSTIN, TX. 78738 Ph# 956-330-2235 John.delagarza@ergon.com
4.) Construction Data Company CDC/Bidtool Attn. Laura Cobb	e-mail	Sandy Suarez	09/14/10	One Oakbrook Terrace Ste. 510 Oak Brook Terrace, Il. 60181 P#512-634-5633 Fax#866-714-9554 plans@cdcnews.com or lcobb@cdcnews.com
5.) Vaquero Enterprises Attn: Mr. LeRoy Soliz	e-mail	Sandy Suarez	09/21/10	7702 Springfield #3 Laredo, Texas 78041 (956) 236-2411 vaquero.soliz@yahoo.com
6.)				
7.)				
8.)				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-23994 **20.A.5.**

Financial Advisory Services - committee

CC REGULAR

Date:	11/22/2010
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Purchasing Department

Information

CAPTION

Appointment and/or designation by Commissioner's Court of an evaluation committee to evaluate and score the proposals received for RFP No. 2010-373-11-10-YZV "Financial Advisory Services", as referenced in procurement packet so as to have in place prior to presentations by firms (as opted by CC o 11-16-10).

BACKGROUND

no action taken on this item on 11/16/10.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Expenditures are usually part of the dispursement of proceeds from CO or Bond sales.

Attachments

Link: criteria

Link: log

Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2010 05:00 PM	APRV
2	Budget & Management	Erika Zamora	11/17/2010 10:00 AM	APRV
3	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Monica Badillo — Started On: 11/16/2010 03:29 PM

Final Approval Date: 11/19/2010

EXHIBIT B
SELECTION CRITERIA

HIDALGO COUNTY
REQUEST FOR PROPOSALS

Financial Advisory Services
for Hidalgo County

RFP No. 2010-343-11-10-YZV

EVALUATION CRITERIA

HIDALGO COUNTY
"FINANCIAL ADVISORY SERVICES"
RFP No. 2010-343-11-10-YZV

RFP Evaluation Criteria

Proposals evaluation criteria will include, but not be limited to, the items listed below.

1. Firm's Qualifications and Staffing of Project Team (25)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP). The firm should provide the resume of each of the firm professionals. Any specializations or board certifications should also be detailed in each resume. Copies of current valid licenses, certifications should be included in this section.

2. Understanding of Project/Similar Projects (25)

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

3. Experience of Project Team/Ability to Commit Resources (25)

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities, and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

4. Fees Schedule/Cost (25)

HIDALGO COUNTY
"FINANCIAL ADVISORY SERVICES"
RFP No. 2010-343-11-10-YZV

RFP- EVALUATION FORM

1. Firm's Qualifications and Staffing of Project Team (25) 0-25

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP). The firm should provide the résumé of each of the firm professionals. Any specializations or board certifications should also be detailed in each résumé. Copies of current valid licenses, certifications should be included in this section

Comments/Rationale for Points:_____

_____

2. Understanding of Project/Similar Projects (25) 0-25

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

The firm should provide as much background information as to its experience in providing similar services to City, County, School or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. A minimum of three references are required.

Comments/Rationale for Points:_____

_____

3. Experience of Project Team/Ability to Commit Resources (25) 0-25

The professional team members shall have experience in performing similar contracts for counties, cities, or other clients as stated in the Request for proposals and Proposal (RFP).

The firm shall designate experienced staff to completely and efficiently perform the work. The designated individuals may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also in this section, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

Comments/Rationale for Points:_____

_____

4. Fee Schedule/Cost

Comments/Rationale for Points:_____

_____

Provider: _____

Name of Evaluator: _____ Date: _____

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: NOVEMBER 10 2010 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY "FINANCIAL ADVISORY SERVICES"
RFP NO.: 2010-343-11-10-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Weiver Marketing Associate Requested: April Kleinworterink	Email	april.k@weaverllp.com	10/26/10	12221 Merit Drive, Ste1400 Dallas, TX 75251 Tel:972-490-1970 fax: 972-702-8321
2.Pricewaterhouse Coopers LLP Catherine Chiffert	Email	catherine.chiffert@us.pwc.com	10/26/10	Delaware Tel: 646-471-8864
3.FirstSouthwest Lisa Duvall/Lindsey Smith	Email	lisa.duvall@firstsw.com lindsey.smith@firstsw.com	10/28/10	325 North St. Paul St. Ste 800 Dallas, Texas 75201-3852 Tel: 214-953-8827
4.Estrada Hinojosa & Company Nina Andrews/Esmeralda Robles	TR/EM	erobles@ehmuni.com nandrews@estradahinojosa.com	11/01/10	1717 Main St Suite 4700 Dallas, Texas 75201 Tel: 214-658-1670
5.Tamez Financial Group, LLC. Carlos Tamez/Marie	Email	tamezfinancialgr@rgv.rr.com	11/01/10	1022 S. Texas Blvd Weslaco, Texas 78596 Tel: 956-973-1904
6.Quantum/ G&A Joint Venture Bill Bishop	Email	bbishop@quantumpartners.com	11/03/10	4801 Woodway, Suite 210W Houston, Texas 77056 Tel:713-784-1181 x1402
7.Deutsche Bank Trust Com Americas Lindsey Tsang	Email	Lindsey.tsang@db.com	11/03/10	60 Wall Street, 10005-2836 New York, NY USA Tel: 212-250-6590
8.KPMG LLP (Infrastructure Advisory Group) Travis Hamphill	Email	themphill@kpmg.com	11/03/10	Suite 2500, 111 Congress Avenue Austin, Texas 78701-41043 Tel: 512-501-5334
9.Reznick Group Joanna Turner	Email	Joanna.turner@reznickgroup.com	11/03/10	2002 Summit Blvd. Ste 1000 Atlanta, GA 30319 Tel: 404-250-4188
10.Public Financial Management Gwen Davidson	Email	davidsong@pfm.com	11/04/10	700 Lavaco, Suite 1500 Austin, Texas 78701 Tel: 512-472-7194
11.American Beacon Advisors, INC Suzy Finigan	Email	suzy.finigan@ambeacon.com	11/04/10	4151 Amon Carter Blvd., <D 2450 Fort Worth, Texas 76155 Tel: 817-391-6182
12.Prime Vendor INC. Kate Hanly	Email	bids17@prime-vendor.com	11/04/10	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 Tel: 800-746-8307
13.Branch Banking & Trust Julie Clasby	Email	jclasby@bbandt.com	11/04/10	15150 Preston Road, Suite 100 Dallas, Texas75248 Tel: 469-791-4512

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT

PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: HIDALGO COUNTY

PROPOSAL ACCEPTANCE DATE: November 10, 2010 | **PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "FINANCIAL ADVISORY SERVICES"

RFP NO: 2010-343-11-10-YZV | **BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT	ADDENDUM 1
#1	Estrada Hinojosa Investment Bankers	√	√
#2	First Southwest Company	√	√
#3			
#4			
#5			
#6			
#7			
#8			

Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 4:27 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: RFP "FINANCIAL ADVISORY SERVICES
Attachments: RFP Packet.pdf

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 2:59 PM
To: 'paguilar@ramongarcia-law.com'; 'joel.quintanilla@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Oscar Garza'; 'valde.guerra@co.hidalgo.tx.us'
Cc: 'Erika G Reyna'; 'eddy.gonzalez@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli.cisneros@co.hidalgo.tx.us'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'joseph.palacios@co.hidalgo.tx.us'; 'Yolanda Velasquez'; 'Darlene Betancourt'; 'oscarg.garza@co.hidalgo.tx.us'; 'raul silguero'; 'Monica Badillo'
Subject: FW: RFP "FINANCIAL ADVISORY SERVICES
Importance: High

To All Members of Commissioner's Court:
Pursuant to a directive given today, attached for your review and file information is the procurement packet approved and distributed to interested providers for the above captioned project. On page eight (8) of Exhibit "A"-Specifications of the packet, there is an option for CC to request presentations. The presentations do not have an assigned point value. However, Commissioner's Court or the designated/assigned evaluation/grading committee may wish to score the providers after the presentations and thus gain a better/clearer insight into the proposal submitted. Keep in mind that the presentations can only summarize and detail aspects contained in their submitted response to the request for proposals. It appeared from the general discussions that CC desires to have an approved contract with a provider with an effective date of 1-01-11. Therefore, we will initiate the scheduling of presentations no later than the first week of December so as to have ample time to complete the procurement process and approve a contract by the first of the year.

If you require any further information or assistance regarding this matter, do not hesitate to contact us.

Yours truly,
Martha L. Salazar
Hidalgo County Purchasing Agent

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 11:18 AM
To: 'Martha Salazar'
Subject: RFP "FINANCIAL ADVISORY SERVICES

Good morning Marty

As per your request, attach please find the complete RFP Packet for the above mentioned project.

Thanks

Yolanda Z. Velasquez, Buyer II
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

AI-22906 **20.B.1.**

Award/Loading And Hauling Of Dirt

CC REGULAR

Date:	11/22/2010
Submitted By:	Sandy Suarez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

Recommending award of bid and approval of contract to multiple lowest bidders meeting all specifications/requirements attached hereto for Commissioner Precinct 2-"Loading And Hauling Of Dirt" RFB No.: 2010-262-09-01-SGS.

BACKGROUND

1. Current contract will expire on December 18, 2010.
2. New contract to commence on December 19, 2010.
3. Recommended vendors are: Roy's Hauling Service, Inc. and Universal Truckers, Inc.
4. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-122-006-0-673

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

BUDGETARY IMPACT:

Funding Source: Hidalgo Co. Precinct 2
0-1200-431-00-122-006-0-673 $ 38,002.81 as of 11/16/10

Attachments

Link: Recommendation, Tabulation & Participation log

Link: contract

Link: contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/16/2010 04:53 PM	APRV
2	Budget & Management	Erika Zamora	11/17/2010 09:57 AM	APRV
3	Roland Garcia	Rolando Garcia	11/17/2010 02:18 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	PEND

Form Started By: Sandy Suarez — Started On: 09/10/2010 09:06 AM

Final Approval Date: 11/19/2010

Hidalgo County Purchasing Office
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

RECEIVED
SEP 09 2010
By 1:12pm

MEMORANDUM

TO: **Hon. Hector Palacios, Commissioner**
Hidalgo County Precinct No. 2

ATTN: Ricardo Cuellar, Field Operations Foreman.

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

DATE: September 01, 2010

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2010-262-09-01-SGS-Hidalgo County Precinct No. 2-
"LOADING AND HAULING OF DIRT"

We have received two (2) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the bid responses for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, September 13, 2010 @ 3:00 p.m.** to be able to present to Commissioner's Court **on September 21, 2010.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department. **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Multiple Bidders —	Would Make Lowest Bidder Depend. on
2.	Round Trip Mileage —
3.	20 Tex - We Have not Hauled ove 40 Miles Rd. Trip in the past.

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 011200-431-00422-006-0/673

Ricardo Cuellar | Ricardo Cuellar | R&B | 9/7/10

AUTHORIZED SIGNATURE | **PRINTED NAME** | **DEPARTMENT** | **DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT: Hidalgo County Precinct No. 2	**OPENING DATE: September 01, 2010**
DESCRIPTION OF BID: "LOADING AND HAULING OF DIRT'	
BID NO. 2010-262-09-01-SGS	**BUYER: Sandy Suarez**

OPTION I : HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.

Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.46	40%	$ 1.38
11-20 Mile	$ 3.73	40%	$ 1.49
21-30 Mile	$ 4.48	40%	$ 1.79
31-40 Mile	$ 4.98	40%	$ 1.99
41-50 Mile	$ 5.73	40%	$ 2.29
51-60 Mile	$ 6.48	40%	$ 2.59
61-70 Mile	$ 6.98	40%	$ 2.79

2. ROY'S HAULING SERVICE, INC.

Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 2.75	75%	$ 2.06
11-20 Mile	$ 3.75	75%	$ 2.81
21-30 Mile	$ 4.25	75%	$ 3.19
31-40 Mile	$ 5.55	75%	$ 4.16
41-50 Mile	$ 6.75	75%	$ 5.06
51-60 Mile	$ 7.25	75%	$ 5.44
61-70 Mile	$ 9.35	75%	$ 7.01

OPTION II : LOADING & HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.

Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.95	40%	$ 1.58
11-20 Mile	$ 4.25	40%	$ 1.70
21-30 Mile	$ 4.90	40%	$ 1.96
31-40 Mile	$ 5.40	40%	$ 2.16
41-50 Mile	$ 5.90	40%	$ 2.36
51-60 Mile	$ 6.50	40%	$ 2.60
61-70 Mile	$ 7.25	40%	$ 2.90

2. ROY'S HAULING SERVICE, INC.

Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.00	75%	$ 2.25
11-20 Mile	$ 4.00	75%	$ 3.00
21-30 Mile	$ 4.50	75%	$ 3.38
31-40 Mile	$ 5.80	75%	$ 4.35
41-50 Mile	$ 7.00	75%	$ 5.25
51-60 Mile	$ 7.50	75%	$ 5.63
61-70 Mile	$ 9.60	75%	$ 7.20

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 01, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "Hidalgo County Precinct No. 2 – LOADING AND HAULING OF DIRT"
BID NO: 2010-262-09-01-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. Ortiz Dump Truck Service Attn: Arturo Ortiz	E-mail	Sandy Suarez	08/16/10	906 Princeton Mission, TX. 78572 P# 956-321-5015 F#956-424-6359 superslick4949@aol.com
2. Roy's Hauling Service, Inc. Attn: Roy Balderas, Jr. or Christina	E-mail	Sandy Suarez	08/16/10	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
3. R. Quintanilla Trucking Attn.: Mr. Quintanilla	E-mail	Sandy Suarez	08/16/10	3247 N. Sharp Rd. Edinburg, TX. 78541 P# 956-343-6590 rquintanilla75@hotmail.com
4. Frontera Materials Attn: Barry Ehlinger	E-mail	Sandy Suarez	08/23/10	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
5. Reed Construction Data Attn: Trevali T. Wescott	E-mail	Sandy Suarez	08/23/10	30 Technology Pkway S. # 100 Norcross, GA 30092-2925 P#770-417-4000 F#770-417-4002 erp@reedbusiness.com
6. Universal Truckers Attn: Mr. Bernaldo Saenz	IP	Sandy Suarez	08/23/10	1052 Esperanza St. Alamo, TX. 78516 P# 956-782-4939 bernardosaenz95@yahoo.com
7. Coastal Resources, Ltd. Attn: Mike Mendez	E-mail	Sandy Suarez	08/30/10	8641 Agnes Corpus Christi, TX. 78406 P# 361-533-0660 coastalresourcesltd8641@yahoo.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: September 01, 2010 **BID OPENING TIME:** 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 2 – LOADING AND HAULING OF DIRT"
BID NO: 2010-262-09-01-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
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2. Roy's Hauling Service, Inc. Attn: Roy Balderas, Jr. or Christina	E-mail	Sandy Suarez	08/16/10	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
3. R. Quintanilla Trucking Attn.: Mr. Quintanilla	E-mail	Sandy Suarez	08/16/10	3247 N. Sharp Rd. Edinburg, TX. 78541 P# 956-343-6590 rquintanilla75@hotmail.com
4. Frontera Materials Attn: Barry Ehlinger	E-mail	Sandy Suarez	08/23/10	P.O. Box 1086 Weslaco, TX. 78596 (956)- 607-5965 bmefrontera@aol.com
5. Reed Construction Data Attn: Trevali T. Wescott	E-mail	Sandy Suarez	08/23/10	30 Technology Pkway S. # 100 Norcross, GA 30092-2925 P#770-417-4000 F#770-417-4002 erp@reedbusiness.com
6				

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
FACSIMILE (FAX)

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-262A-11-22

THIS CONTRACT is made and entered into this **22nd** day of **November, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Roy's Hauling Service, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Loading and Hauling Dirt"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 19, 2010** and ending on **December 18, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

100 E. Cano
Edinburg, Texas 78539

If to Company : **Roy's Hauling Service, Inc.**
Attn: Roy Balderas Jr., Vice-President
PO Box 1896
Edinburg, TX 78540

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

ROY'S HAULING SERVICE, INC.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August16, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMISSIONER PRECINCT NO. 2**
Request for Bids -**"LOADING AND HAULING OF DIRT"**
Bid No: 2010-262-09-01-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
RFB NO: 2010-262-09-01-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Vehicle and Driver Information, consisting of 4 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
9. Certification Regarding Debarment, consisting of 2 pages
10. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/16/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"

BID OPENING DATE:
September 01, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2-LOADING AND HAULING OF DIRT"** 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-2010-262-09-01-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2 – LOADING AND HAULING OF DIRT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 01, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-262-09-01-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2- LOADING AND HAULING OF DIRT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 of 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 COMMISSIONER PRECINCT NO. 2. – LOADING AND HAULING OF DIRT"** 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 Commissioner Precinct No. 2
  Attn: Ricardo Cuellar
  301 E. State Street
  Pharr, TX. 78577
  (956)787-1981

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 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 & 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"
Bid No. 2010-262-09-01-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for the service of "Loading And Hauling Of Dirt" for Hidalgo County Precinct No. 2. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All services utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Request for Bids **shall be within the area** of Hidalgo County Precinct No. 2 as follows: Hauling of Dirt- Option 1 and Loading & Hauling of Dirt- Option II.
2. Services will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.
3. Bid will be based on a per cubic yard-per radius basis.
4. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page form. (Exhibit "B")
5. Bidders must provide all Vehicle and Driver information on Exhibit "E". Copies of all licenses, titles and proof of insurance coverage for all vehicles must be submitted to Hidalgo County Purchasing upon Bid award.
6. Bidder must own a minimum of ten (10) hauling trucks with a minimum capacity of sixteen (16) cubic yards per load.
7. Bidder must provide copies of all necessary licenses and hauling permits.
8. Successful Bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.
9. Successful Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

TERMS AND CONDITIONS:

1.) The term of this contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

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 of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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 advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) 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.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 27, 2010 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER

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
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

☐ Black American
☐ Hispanic American
☐ Asian Pacific American

☐ Native American
☐ Women
☐ Other

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receiv fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servi (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vend Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be conside as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and v 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 H Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ► Date ►

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT: Hidalgo County Precinct No. 2	OPENING DATE: September 01, 2010
DESCRIPTION OF BID: "LOADING AND HAULING OF DIRT'	
BID NO. 2010-262-09-01-SGS	BUYER: Sandy Suarez

OPTION I : HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.46	40%	$ 1.38	01-10 Mile	$ 2.75	75%	$ 2.06
11-20 Mile	$ 3.73	40%	$ 1.49	11-20 Mile	$ 3.75	75%	$ 2.81
21-30 Mile	$ 4.48	40%	$ 1.79	21-30 Mile	$ 4.25	75%	$ 3.19
31-40 Mile	$ 4.98	40%	$ 1.99	31-40 Mile	$ 5.55	75%	$ 4.16
41-50 Mile	$ 5.73	40%	$ 2.29	41-50 Mile	$ 6.75	75%	$ 5.06
51-60 Mile	$ 6.48	40%	$ 2.59	51-60 Mile	$ 7.25	75%	$ 5.44
61-70 Mile	$ 6.98	40%	$ 2.79	61-70 Mile	$ 9.35	75%	$ 7.01

OPTION II : LOADING & HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.95	40%	$ 1.58	01-10 Mile	$ 3.00	75%	$ 2.25
11-20 Mile	$ 4.25	40%	$ 1.70	11-20 Mile	$ 4.00	75%	$ 3.00
21-30 Mile	$ 4.90	40%	$ 1.96	21-30 Mile	$ 4.50	75%	$ 3.38
31-40 Mile	$ 5.40	40%	$ 2.16	31-40 Mile	$ 5.80	75%	$ 4.35
41-50 Mile	$ 5.90	40%	$ 2.36	41-50 Mile	$ 7.00	75%	$ 5.25
51-60 Mile	$ 6.50	40%	$ 2.60	51-60 Mile	$ 7.50	75%	$ 5.63
61-70 Mile	$ 7.25	40%	$ 2.90	61-70 Mile	$ 9.60	75%	$ 7.20

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	2.75	75 %	2.06
11-20 Miles	3.75	75 %	2.81
21-30 Miles	4.25	75 %	3.19
31-40 Miles	5.55	75 %	4.16
41-50 Miles	6.75	75 %	5.06
51-60 Miles	7.25	75 %	5.44
61-70 Miles	9.35	75%	7.01

OPENED
9:51am
9-01-20
Witnesse

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	3.00	75%	2.25
11-20 Miles	4.00	75 %	3.00
21-30 Miles	4.50	75 %	3.38
31-40 Miles	5.80	75%	4.35
41-50 Miles	7.00	75%	5.25
51-60 Miles	7.50	75%	5.63
61-70 Miles	9.60	75%	7.20

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME: Roy's Hauling Service, Inc.

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, TX 78540

PHONE & FAX NUMBER: Ph (956) 383-2206 Fax (956) 383-2569

E-MAIL ADDRESS: royshaulinginc@aol.com

CELLULAR NUMBER:

AUTHORIZED SIGNATURE: Roy Balderas Jr

PRINTED NAME: Roy Balderas Jr.

TITLE: Vice-President

DATE: 08/31/2010

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

09-07-10;20:25 ; 3832569 # 1/ 1

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE 09/07/2010

PRODUCER
ValMor Insurance Agency
1303 North 10th
Suite 1
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
ROY'S HAULING SERVICE INC.
P. O. BOX 1896
EDINBURG TX 78540

INSURERS AFFORDING COVERAGE

INSURER A: ATLANTIC CASUALTY
INSURER B: Unitrin County Mutual Ins. Co.
INSURER C: TEXAS MUTUAL INS. CO.
INSURER D:
INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	L086800023	02/24/2010	02/24/2011	EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	FCNCCV2300075	08/20/2010	08/20/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC / AGG	$ $ / $
	EXCESS LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	0001214204	07/19/2010	07/19/2011	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

1985 INTL #3732 1991 INTL #7044 1998 INTL #4857 1999 INTL #6851 1999 MACK #1180
2000 INTL #7950 2000 INTL #7946 2004 INTL #7193 2004 PTRB #3206 2004 PTRB #3207
2000 MACK #1349 2000 PTRB DUMP TRUCK #3178 2000 PTRB DUMP TRUCK #3173

CERTIFICATE HOLDER

ADDITIONAL INSURED; INSURER LETTER:

COUNTY OF HIDALGO
ATTN: LETTY
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Maria Guerra

ACORD 25-S (7/97)

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Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED
2004 International	3HSCNAPR34N017193	2RH892	22-24	Owned
2000 International	2HSFTAER04C037950	2RH900	22-24	Owned
2000 International	2HSFTAER94C037946	2RH899	22-24	Owned
1999 International	2HSFHAER0XC066851	2RH893	22-24	Owned
1998 International	2HSFHAER3WC044857	2RH896	22-24	Owned
2000 Peterbilt	1XPCD49X7YD483207	2RH898	22-24	Owned
2000 Peterbilt	1XPCD49X5YD483173	2RH897	22-24	Owned
2000 Mack	1M1AA13Y2YW131349	2RH895	22-24	Owned
1999 Mack	1M1AA1249XW111180	2RH894	22-24	Owned
2000 Peterbilt	1XPCD49X5YD483206	61XSH7	16	Owned
2000 Peterbilt	1XPCD49X4YD483178	56MYJ6	16	Owned

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER
Jose Luis Garza Jr.	00396628	
Carlos David DaVila	08294514	
Alfonso Lopez	08294574	
Idelfonso Villa	08848182	
Ernesto Garza	09791014	
Miguel Loredo Jr.	10732831	
Gerardo Rodriguez	14106825	
Lucio Rodriguez	23974100	
Juan Rodriguez	27657629	

THE STATE OF TEXAS '
'
COUNTY OF HIDALGO '

SERVICE CONTRACT
C-10-262-11-22

THIS CONTRACT is made and entered into this **22nd** day of **November, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and Universal Truckers, Inc., a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Loading and Hauling Dirt"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 2**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 19, 2010** and ending on **December 18, 2011** and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice

submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

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

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge

100 E. Cano
Edinburg, Texas 78539

If to Company : **Universal Truckers, Inc.**
Attn: Bernardo Saenz, Jr.
PO Box 653
Alamo, Texas 78516

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

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this_____ day of _____, 2010.

COUNTY OF HIDALGO

ATTEST:

By:_____
Rene A. Ramirez, County Judge

_____
Arturo Guajardo Jr., County Clerk

UNIVERSAL TRUCKERS, INC.

By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By:_____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

August16, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY COMISSIONER PRECINCT NO. 2**
Request for Bids -**"LOADING AND HAULING OF DIRT"**
Bid No: 2010-262-09-01-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
RFB NO: 2010-262-09-01-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Exhibit E Vehicle and Driver Information, consisting of 4 pages.
8. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
9. Certification Regarding Debarment, consisting of 2 pages
10. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

08/16/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"

BID OPENING DATE:
September 01, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2-LOADING AND HAULING OF DIRT"** 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-2010-262-09-01-SGS-HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2 – LOADING AND HAULING OF DIRT"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 01, 2010.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB NO.: 2010-262-09-01-SGS- HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2- LOADING AND HAULING OF DIRT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

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 of 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 COMMISSIONER PRECINCT NO. 2. – LOADING AND HAULING OF DIRT"** 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 Commissioner Precinct No. 2
  Attn: Ricardo Cuellar
  301 E. State Street
  Pharr, TX. 78577
  (956)787-1981

17. Schedule of Events:

Bid Opening, 9:30 AM	**September 01, 2010**
Award of Contract	_____, 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 & 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 judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
for
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY COMMISSIONER PRECINCT NO. 2

"LOADING AND HAULING OF DIRT"
Bid No. 2010-262-09-01-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for the service of "Loading And Hauling Of Dirt" for Hidalgo County Precinct No. 2. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All services utilized will be on an "**As Needed Basis**" by the Precinct.

Specifications/Requirements:

1. Request for Bids **shall be within the area** of Hidalgo County Precinct No. 2 as follows: Hauling of Dirt- Option 1 and Loading & Hauling of Dirt- Option II.
2. Services will be on an "**As Needed Basis**" only. There is no guaranteed annual volume.
3. Bid will be based on a per cubic yard-per radius basis.
4. Bid award will be based on low bidder meeting all specifications in each one of the mile radius listed on the bid page form. (Exhibit "B")
5. Bidders must provide all Vehicle and Driver information on Exhibit "E". Copies of all licenses, titles and proof of insurance coverage for all vehicles must be submitted to Hidalgo County Purchasing upon Bid award.
6. Bidder must own a minimum of ten (10) hauling trucks with a minimum capacity of sixteen (16) cubic yards per load.
7. Bidder must provide copies of all necessary licenses and hauling permits.
8. Successful Bidder agrees to abide by all applicable state laws, regulations and be in compliance with all OSHA and TXDOT regulations and requirements.
9. Successful Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

TERMS AND CONDITIONS:

1.) The term of this contract will be for a one (1) year period. Hidalgo County reserves the right to extend the contract for an additional one (1) year, under agreement with the same rates, terms and conditions.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

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 of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) 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 advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9.) 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.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

13.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

14.) Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, August 25, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, August 27, 2010 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	TOTAL COST PER CUBIC YARD	FUEL COST PERCENTAGE PER CUBIC YARD	CURRENT/BASE FUEL COST
SAMPLE	$ 3.00	33.00 %	$ 1.00
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

Insurance Requirements

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's 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 Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER

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 ☐ Less than 250,000 annual gross receipt ☐ Less than 499,000 annual gross receipt ☐ More than 500,000 annual gross receipt ☐ Black American ☐ Hispanic American ☐ Asian Pacific American ☐ Native American ☐ Women ☐ Other
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receiv fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servi (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vend Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be conside as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and va 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 HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT: Hidalgo County Precinct No. 2

OPENING DATE: September 01, 2010

DESCRIPTION OF BID: "LOADING AND HAULING OF DIRT'

BID NO. 2010-262-09-01-SGS

BUYER: Sandy Suarez

OPTION I : HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.46	40%	$ 1.38	01-10 Mile	$ 2.75	75%	$ 2.06
11-20 Mile	$ 3.73	40%	$ 1.49	11-20 Mile	$ 3.75	75%	$ 2.81
21-30 Mile	$ 4.48	40%	$ 1.79	21-30 Mile	$ 4.25	75%	$ 3.19
31-40 Mile	$ 4.98	40%	$ 1.99	31-40 Mile	$ 5.55	75%	$ 4.16
41-50 Mile	$ 5.73	40%	$ 2.29	41-50 Mile	$ 6.75	75%	$ 5.06
51-60 Mile	$ 6.48	40%	$ 2.59	51-60 Mile	$ 7.25	75%	$ 5.44
61-70 Mile	$ 6.98	40%	$ 2.79	61-70 Mile	$ 9.35	75%	$ 7.01

OPTION II : LOADING & HAULING OF DIRT — **PARTICIPATES:**

1. UNIVERSAL TRUCKERS, INC.				2. ROY'S HAULING SERVICE, INC.			
Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost	Miles	Total Cost per Cubic Yard	Fuel Cost Percentage per Cubic Yard	Current Fuel Cost
01-10 Mile	$ 3.95	40%	$ 1.58	01-10 Mile	$ 3.00	75%	$ 2.25
11-20 Mile	$ 4.25	40%	$ 1.70	11-20 Mile	$ 4.00	75%	$ 3.00
21-30 Mile	$ 4.90	40%	$ 1.96	21-30 Mile	$ 4.50	75%	$ 3.38
31-40 Mile	$ 5.40	40%	$ 2.16	31-40 Mile	$ 5.80	75%	$ 4.35
41-50 Mile	$ 5.90	40%	$ 2.36	41-50 Mile	$ 7.00	75%	$ 5.25
51-60 Mile	$ 6.50	40%	$ 2.60	51-60 Mile	$ 7.50	75%	$ 5.63
61-70 Mile	$ 7.25	40%	$ 2.90	61-70 Mile	$ 9.60	75%	$ 7.20

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 2
"LOADING AND HAULING OF DIRT"
BID NO.: 2010-262-09-01-SGS

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. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Loading and hauling of dirt will be on an "**As Needed Basis**" only.

OPTION 1

HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	$ 3.46	40 %	$ 1.38
11-20 Miles	$ 3.73	40 %	$ 1.49
21-30 Miles	$ 4.48	40 %	$ 1.79
31-40 Miles	$ 4.98	40 %	$ 1.99
41-50 Miles	$ 5.73	40 %	$ 2.29
51-60 Miles	$ 6.48	40 %	$ 2.59
61-70 Miles	$ 6.98	40 %	$ 2.79

OPENE
9:55am
9-01-20
Witnesse

OPTION 11

LOADING & HAULING OF DIRT			
RADIUS (ROUND TRIP)	**TOTAL COST PER CUBIC YARD**	**FUEL COST PERCENTAGE PER CUBIC YARD**	**CURRENT/BASE FUEL COST**
SAMPLE	**$ 3.00**	**33.00 %**	**$ 1.00**
01-10 Miles	$ 3.95	40 %	$ 1.58
11-20 Miles	$ 4.25	40 %	$ 1.70
21-30 Miles	$ 4.90	40 %	$ 1.96
31-40 Miles	$ 5.40	40 %	$ 2.16
41-50 Miles	$ 5.90	40 %	$ 2.36
51-60 Miles	$ 6.50	40 %	$ 2.60
61-70 Miles	$ 7.25	40 %	$ 2.90

PART 1

BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 2
At the time of bid opening South Texas is experiencing historic high fuel prices. Therefore, Hidalgo County Precinct No.2 is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for August 27, 2010. For each 10% (increase or decrease) in the OPIS Index of August 27, 2010 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and$ 1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, the Hidalgo County Precinct No. 2 will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County Precinct No. 2 reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder. The appropriate OPIS Index is the index issued of the date of the invoice

Acknowledgment and agreement to Bid Price Adjustment Option I and Option II for the term of the contract including any grace period extension.

BIDDER/COMPANY NAME: UNIVERSAL TRUCKERS INC

ADDRESS: P.O. BOX 1653

CITY/STATE/ZIP CODE: ALAMO TX 78516

PHONE & FAX NUMBER: (956) 782-4939 (OFFICE) 956 787-1462 (FAX) (956) 650-0673 (MOBILE)

E-MAIL ADDRESS: bernardosaenz95@yahoo.com

CELLULAR NUMBER: (956) 650-0673

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: BERNARDO SAENZ JR

TITLE: OWNER

DATE: 8/31/2010

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2010

PRODUCER
H. CAMPOS INSURANCE AGENCY
115 S. CAGE BLVD
PHARR, TX 78577

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
Universal Truckers, Inc.
P.O. Box 653
Alamo Tx 78516

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Hallmark County Ins. Co.	
INSURER B:	Republic Lloyds Ins. Co.	
INSURER C:	Texas Workforce Co.	
INSURER D:		
INSURER E:		

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	LGL-100876-04	2/5/2010	2/5/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000.00 $ 100,000.00 $ 5,000.00 $ 1,000,000.00 $ 1,000,000.00 $ 1,000,000.00
A		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	STC-555435-4	2/5/2010	2/5/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 500,001.00 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	TSF-00317776-04	2/10/2010	2/10/2011	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	500,000.00 $ 100,000.00 $ 100,000.00 $
		OTHER					

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

1999 FRHT-972928 · 1999 FRHT-A24186 · 1999 FRHT-A00773 · 1999 FRHT-A00798 · 1997 FRHT-704999 · 1999 FRHT-A06750 · 1999 INTR-042968 · 1999 FRHT-A58305 – 1999 FRHT-A58305 1998 FRHT-972696 · 1994 FRHT-657373 1996 FRHT-662437 1995 FRHT-A75446 · 1998 KW– 758999 · 1999 KW-791172 · 1996 FRHT– 592804 – 1999 KW-799956 · 1995 KW-662344 · 1999 VOLV-764939 · 1998 KW-771508 · 1996 FRHT-01005 · 2000 FRHT-F54400 · ANY ATTCHED TRAILER

CERTIFICATE HOLDER

HIDALGO COUNTY PCT#1
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 _____ 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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Exhibit "E"

Hidalgo County Commissioner Precinct No. 2
"Loading And Hauling of Dirt"
Bid No.: 2010-262-09-01-SGS

Hidalgo County is requesting the following information of the available hauling trucks to be utilized for this project:

MAKE, MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & CAPACITY PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	CAPACITY PER LOAD	VENDOR OWNED OR LEASED
02/1999 FRHT	972928		25	OWNED
60/1999 INTL	042968		25	OWNED
06/1999 FRHT	A24186		25	OWNED
03/1999 FRHT	A58305 *		25	OWNED
131/1999 FRHT	A00798		25	OWNED
157/1998 FRHT	972696		25	OWNED
110/1997 FRHT	704999		25	OWNED
187/1999 FRHT	A06750		25	OWNED
09/1999 FRHT	A00773		25	OWNED
30/1999 FRHT	AS8305 *		25	OWNED
162/1995 FRHT	A75H46		25	LEASED
299/1999 FRHT	764939		25	LEASED
26/1998 FRHT	758999		25	LEASED

YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED
27 /1998 KW	771508		25	LEASED
C110/1999 KW	791172		25	LEASED
34/1996 FRHT	01005		25	LEASED
50/1996 FRHT	592804		25	LEASED
142/2000 FRHT	F54400		25	LEASED
20/1999 KW	799956		25	LEASED
03/1995 KW	662344		25	LEASED

DRIVER INFORMATION

DRIVER'S NAME	CERTIFIED DRIVER'S LICENSE NUMBER	TRUCK/ UNIT NUMBER
MARTINEZ, ARNALDO	25860273	06
CAVAZOS, ANTONIO	09082383	60
GONZALES ARNULFO	23777100	157
SAENZ ROEL MANUEL	07002251	187
REYES GUADALUPE JR	09557310	110
REYES GUADAUPE SR	04698940	180
RIVERA NICOLAS HUGO	23580301	30
MORENO FRANCISCO	03735241	40
SAENZ MACARIO	06970628	44
ESPINOZA E. ROBERTO	03390710	02
FLORES ESTEBAN	10149690	162
DIAZ AARON JR.	22342663	299

AI-23930 **20.C.1.**

Purchase of One (1) 2011 or Newer 2500HD Silverado SWB Crewcab 4x4
CC REGULAR

Date:	11/22/2010
Submitted By:	Oscar Garza, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 4

Information

CAPTION

Requesting discussion, consideration and approval to purchase One (1) 2011 or Newer 2500HD Silverado SWB Crewcab Chevrolet PU through the County's membership/participation with HGAC's awarded vendor Caldwell Chevrolet in the amount of $37,195.00 which includes administration fee's & delivery through project #2010-374-OGG.

BACKGROUND

Proposed purchase will use acct #0-1200-431-00-124-007-0-741 as reviewed and approved by Commissioner Oscar L. Garza for use of on-going Drainage Improvement Project.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1200-431-00-124-007-0-741

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

BUDGETARY IMPACT:

Available balance as of 11-17-10 $34,000.00. Funding pending LIT transfer (AI# 23976 11-22-10 3,200).

Attachments

Link: 10-374

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/10/2010 03:27 PM	APRV
2	Budget & Management	Erika Zamora	11/10/2010 04:37 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/17/2010 09:21 AM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Oscar Garza — Started On: 11/10/2010 02:25 PM

Final Approval Date: 11/19/2010

Hidalgo County Purchasing Department
Purchasing Request Form

In order to assist the Purchasing Department in the procurement process, please complete this form with all the pertinent information and return to the Purchasing Department in person, via facsimile to (956) 318-2629 or 292-7612 or email to: darlene.betancourt@co.hidalgo.tx.us or oscarg.garza@co.hidalgo.tx.us **(Requests will be processed on a first come, first basis)**

Request Date: November 03, 2010	
Department: Hidalgo County Pct. #4	
Name of Approving Elected Official/Department Head/Supervisor: Commissioner Oscar L. Garza Jr.	
Point of Contact: Joseph Palacios	Contact Phone Number: 956-383-3112 / 956-381-5905 Contact Fax Number:
Contact E-Mail joseph.palacios@co.hidalgo.tx.us or rumaldo.munoz@co.hidalgo.tx.us	
Budget Account Number: 0-1200-431-00-124-007-0-741	
Signature of Approving Elected Official/Department Head/Supervisor: O. L. Garza, Jr.	
Estimated Date Goods/Services are required: A.S.A.P	

Goods/Services Description: (Please provide detailed information (specifications)of the Goods/Services being requested) use additional sheets if required.

The Precinct is in need of one (1) diesel pickup truck similar to one purchased under P.O. 639241

Procurement Manager Notes:	
Assigned to Buyer:	
Date Assigned:	
Project Type:	
Project Number:	
Notified Department on:	

Special Instructions by Procurement Manager:

CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:	VE03-06	Date Prepared:	11/9/2010

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	HIDALGO COUNTY PCT 4	Contractor:	CALDWELL COUNTRY CHEVROLET
Contact Person:	OSCAR GARZA	Prepared By:	AVERYT KNAPP
Phone:	956-318-2626 X4857	Phone:	979-567-6116
Fax:	956-292-7612	Fax:	979-567-0853
Email:	OSCARG.GARZA@CO.HIDALGO.TX.US	Email:	AKNAPP@CALDWELLCOUNTRY.COM

Product Code:	A30	Description:	2011 CHEVROLET 2500HD SILVERADO SWB CREWCAB CK20743

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 23,336.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
FOUR WHEEL DRIVE 4X4	3337	40-20-40 VINYL FRONT / REAR	INCL
6.6L DIESEL HD POWER PACKAGE PDN	5920	FULL RUBBER FLOOR	INCL
LOCKING DIFFERENTIAL G80	265	TILT WHEEL	INCL
ALLISON AUTOMATIC MW7	1836		
HD TRAILER TOW PACKAGE Z82	188		
LT265/70R17E ALL TERRAIN TIRES OOR QXT	200		
AIR CONDITION C67	INCL	Subtotal From Additional Sheet(s):	
AM/FM	INCL	**Subtotal B:**	11746

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
SPARE TIRE LOCK SAF	15	SPARE TIRE LOCK SAF	15
INTEGRATED TRAILER BRAKE CONTROLLER JL1	200	HD GRILLE GUARD TUBULAR BRUSH TYPE	440
SKID PLATE NZZ	150	Subtotal From Additional Sheet(s):	
		Subtotal C:	820

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). **For this transaction the percentage is:** 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
DELIVERY	693		
EXTERIOR COLOR WHITE	INCL		
		Subtotal D:	693

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) 36595

Quantity Ordered: 1 X **Subtotal of A + B + C + D:** 36595 = **Subtotal E:** 36595

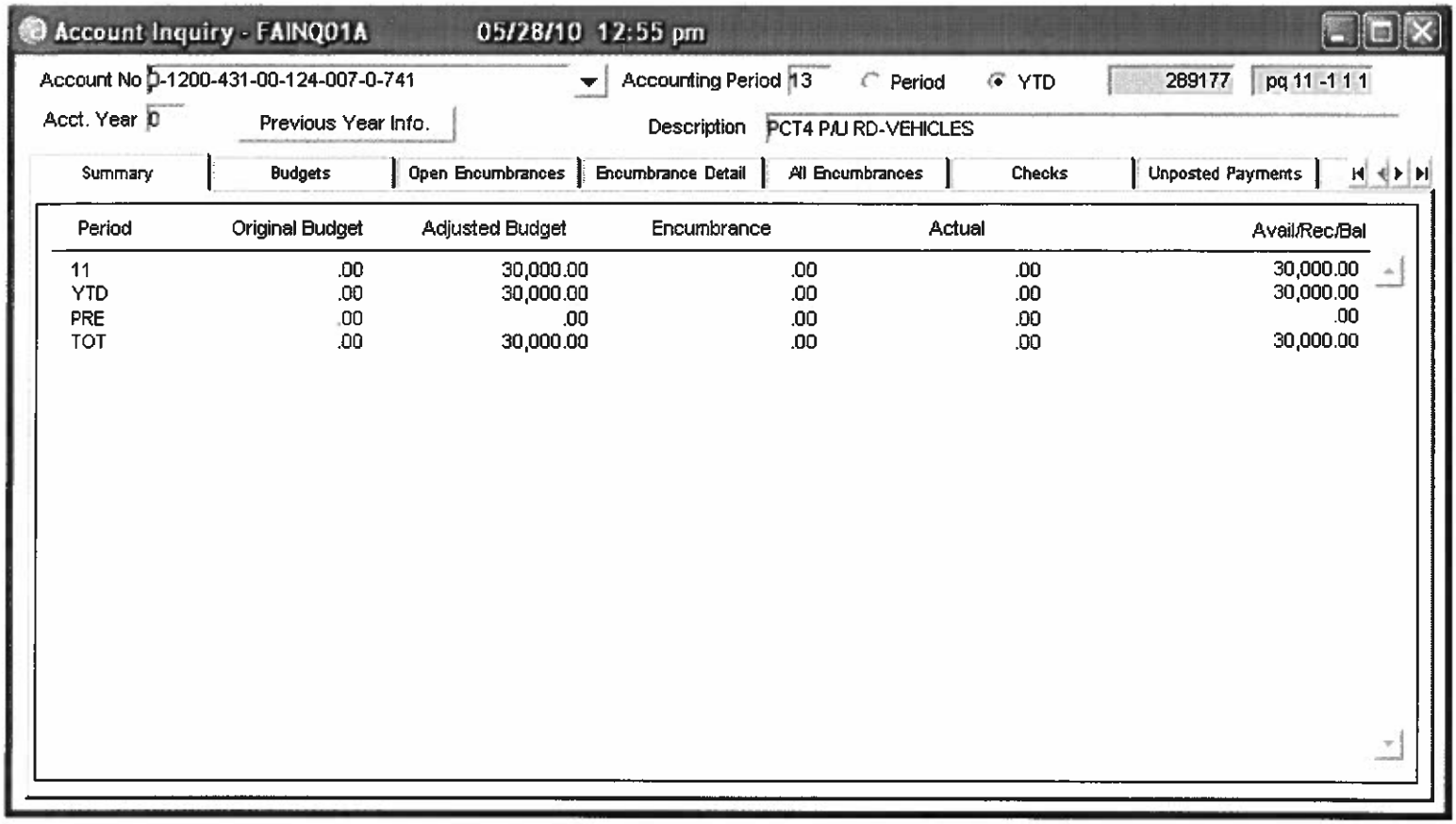
F. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal F:** 600

G. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost

Subtotal G: 0

Delivery Date: 90 DAYS APPX **H. Total Purchase Price (E+F+G):** 37195



Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
11	.00	30,000.00	.00	.00	30,000.00
YTD	.00	30,000.00	.00	.00	30,000.00
PRE	.00	.00	.00	.00	.00
TOT	.00	30,000.00	.00	.00	30,000.00

AI-23709 **20.D.1.**

BCAP Application for Payment No.4 Retainage Release, and Certificate of Construction Completion - Mary Ann Subdvision Precinct No.1

CC REGULAR

Date:	11/22/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.1

Information

CAPTION

Acceptance and approval of the following items in connection with Mary Ann Subdivision (Pct No. 1) with Asago LLC, dba Asago Construction as submitted through project engineer L. L. Rodriguez (C-CAP-09-471-04-06):

a. Application for Payment No. 4 Retainage Release in the amount of $16,439.10;
b. “Certificate of Construction Completion” reflecting the date of October 25, 2010.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1312-431-00-121-895-0-73X

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

BUDGETARY IMPACT:

P.O.# 641483 for Asago, LLC d/b/a Asago Construction

Obj. 733-"Drainage Ditches"-Amount available as of 11/18/10 $14,199.00
Obj. 731-"Roads"-Amount available as of 11-18-10 $71,554.00

Available balance in retainage payable account $7,863.80-Acct #0-1312-206-00-000-008-0-000 as of 11-18-10

Attachments

Link: Application for Payment No.4 Retainage Release Mary Ann Subdivision

Link: Certificate of Construction Completion

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/17/2010 01:26 PM	APRV
2	Purchasing Department	Marty Salazar	11/17/2010 01:39 PM	APRV
3	Budget & Management	Erika Zamora	11/17/2010 02:07 PM	APRV
4	Ivan Cantu	Ivan Cantu	11/18/2010 04:27 PM	APRV
5	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Marcie Jackson

Started On: 10/28/2010 10:28 AM

Final Approval Date: 11/19/2010

AI-23709 11/22/10 R

APPLICATION FOR PAYMENT NO. 4 & RETAINAGE

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-09-471-04-06
Project: ROAD AND DRAINAGE CONSTRUCTION FOR MaryAnn Subdivision
Owner's Contract No. C-CAP-09-471-04-06 Engineer's Project No. _____
For Work accomplished through the date of: September 28, 2010

1. Original Contract Price:	$162,861.00
2. Net change by Change Order and Written Agreements(+or-):	$1,530.00
3. Current Contract Price (1 plus 2):	$164,391.00
4. Total completed and stored to date:	$164,391.00
5. Retainage (per Agreement):	
10% of completed Work: $16,439.10	
_____ of stored material _____	
Total Retainage:	$0.00
6. Total completed and stored to date less retainage (4 minus 5)	$164,391.00
7. Less previous Application for Payments:	$147,951.90
8. AMOUNT DUE THIS APPLICATION (6 MINUS 7)	$16,439.10

Accompanying Documentation:

REQ# 177106 P.O.#641483
0-1312-206-00-000-008-0-000→$16,439.10
MARY ANN SUBDIVISION

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 4 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date: 9/28/2010

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

By: _____
Raul Iglesias

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 28th day of September 2010

Notary Public
My Commission expires: September 26, 2011

NOTARY PUBLIC STATE OF TEXAS
NELDA RUTLEDGE
My Commission Expires
September 26, 2011

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: _____

Rodriguez Engineering
ENGINEER

By: _____

Asago LLC, dba Asago Construction	Contractor Name
June 30, 2010	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No:	**Retainage Release**
Application Date:	**October 25, 2010**
Period To:	
Engineer Firm:	**Rodriguez Engineering**

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080895	Mary Ann	$ 162,861.00	$ 164,391.00	$ 40,844.00	$ 37,794.00	$ 85,753.00	$ 164,391.00	$ -	$ 16,439.10	$ 164,391.00	$ 147,951.90	$ 16,439.10
		$ 162,861.00	$ 164,391.00	$ 40,844.00	$ 37,794.00	$ 85,753.00	$ 164,391.00	$ -	$ 16,439.10	$ 164,391.00	$ 147,951.90	$ 16,439.10

Date: September 28th, 2010
Owner: Hidalgo County
Project: Road and Drainage Construction for MaryAnn Subdivision
Project No. C-CAP-09-471-04-06
Engineer: Rodriguez Engineering
Contractor: Asago Construction

SCHEDULE OF VALUES

No.	Decription	Unit	Original Schedule Value: Unit Rate	Original Schedule Value: Qty	Original Schedule Value: Dollars	Change Order # 1: Qty Change	Change Order # 1: New Qty	Change Order # 1: Net Change Dollars	Previous Application # 1: Monthly Qty	Previous Application # 1: Qty to Date	Previous Application # 1: Item Cost (Monthly)	Previous Application # 2: Monthly Qty	Previous Application # 2: Qty to Date	Previous Application # 2: Item Cost (Monthly)	Current Application # 3 & Final: Monthly Qty	Current Application # 3 & Final: Qty to Date	Current Application # 3 & Final: Item Cost (Monthly)	Total to Date	Balance to Finish: Qty	Balance to Finish: Dollars
	Paving																			
1	Prepraring ROW	STA	$500.00	25.46	$12,730.00		25.46	$0.00	25.46	25.46	$12,730.00		25.46	$0.00		25.46	$0.00	$12,730.00	0	$0.00
2	6" Road Grader Work Subgrade	SY	$2.00	7,385	$14,770.00		7,385	$0.00	3,692	3,692	$7,384.00	3,693	7,385	$7,386.00		7,385	$0.00	$14,770.00	0	$0.00
3	6" Flex Base (Compl in place) (TY D GR6 CL2)	SY	$4.00	7,385	$29,540.00		7,385	$0.00		0	$0.00	3,686	3,686	$14,744.00	3,699	7,385	$14,796.00	$29,540.00	0	$0.00
4	Asph Matrl (MC-30)	GAL	$6.00	1,476	$8,856.00		1,476	$0.00		0	$0.00		0	$0.00	1,476	1,476	$8,856.00	$8,856.00	0	$0.00
5	1 1/2" Hot Mix Asph Conc Ty D	SY	$7.00	6,786	$47,502.00		6,786	$0.00		0	$0.00		0	$0.00	6,786	6,786	$47,502.00	$47,502.00	0	$0.00
6	Mobilization	LS	$500.00	1	$500.00		1	$0.00	1	1	$500.00		1	$0.00		1	$0.00	$500.00	0	$0.00
7	Barricades, Sign and Traffic Handling	MO	$400.00	3	$1,200.00		3	$0.00	1	1	$400.00	1	2	$400.00	1	3	$400.00	$1,200.00	0	$0.00
	Drainage																			
8	Temporary Sediment Control Fence (Install)	LF	$0.70	270	$189.00		270	$0.00		0	$0.00	270	270	$189.00		270	$0.00	$189.00	0	$0.00
9	Temporary Sediment Control Fence (Remove)	LF	$0.20	270	$54.00		270	$0.00		0	$0.00		0	$0.00	270	270	$54.00	$54.00	0	$0.00
10	Driveway (asph-Conc-Pav) (PB-1)	SY	$15.00	841	$12,615.00	25	866	$375.00		0	$0.00		0	$0.00	866	866	$12,990.00	$12,990.00	0	$0.00
11	Flex Base (Compl in place) (TY D GR6 CL4)	SY	$9.00	1,105	$9,945.00	75	1,180	$675.00	550	550	$4,950.00	555	1,105	$4,995.00	75	1,180	$675.00	$10,620.00	0	$0.00
12	15" RCP Storm Drain Cl III	LF	$20.00	760	$15,200.00	48	808	$960.00	576	576	$11,520.00	184	760	$3,680.00	48	808	$960.00	$16,160.00	0	$0.00
13	18" RCP Storm Drain CL III	LF	$30.00	192	$5,760.00	(16)	176	(480.00)	112	112	$3,360.00	80	192	$2,400.00	(16)	176	(480.00)	$5,280.00	0	$0.00
14	Safety End Treatment	EA	$1,000.00	4	$4,000.00		4	$0.00		0	$0.00	4	4	$4,000.00		4	$0.00	$4,000.00	0	$0.00
	Total Amounts				$162,861.00			$1,530.00			$40,844.00			$37,794.00			$85,753.00	$164,391.00		$0.00
	Contract Total				$162,861.00			$164,391.00												

RECEIVED
NOV 19 2010
BY:

ORIGINAL

CERTIFICATE OF CONSTRUCTION COMPLETION

THIS IS TO CERTIFY THAT ON 25 DAY OF October A FINAL INSPECTION was made of the project herein described.

CONTRACT

CONTRACT DATE: 4-6-2010
OWNER: HIDALGO COUNTY
CONSTRUCTION CONTRACTOR: ASAGO LLC, dba ASAGO CONSTRUCTION
OF THE CITY OF MISSION STATE OF TEXAS

PROJECT DESCRIPTION

CONSTRUCTION OF: ROAD AND DRAINAGE CONSTRUCTION FOR MARYANN SUBDIVISION (MICHAEL AND KEVEN STREET)

CONTRACT NO: C-CAP-09-471-04-06
Located in or near the City/Precinct Of Hidalgo County Pct 1

THIS IS TO CERTIFY"

1. That the work has been completed in accordance with the plans and specifications and all addenda, change orders, supplemental agreements thereto, and with the following exceptions: NONE

2. That the sum of $0.00, deducted from the final payment of the Contractor is a fair and equitable settlement for the foregoing except work.

3. That the contractor has presented a "Certificate of Release" starting under oath, that all claims arising out of the performance of work have been fulfilled, and the Owner is released from all claims arising under or by virtue of said contract.

4. That the CONTRACTOR has presented in behalf of itself and its sureties, satisfactory evidence that it is bound to repair, replace, and make good any faulty workmanship and/or materials discovered in the work within a period of one year from this date, as provided in said contract.

5.

Amount of Original Contract	$162,861.00
Present Amount of Contract	$164,391.00
Total Amount of earned to Date	$164,391.00
Less: previous payments	$147,951.90
Balance	$ 16,439.10
Authorized deductions	$ 0.00
AMOUNTY OF FINAL PAYMENT	$ 16,439.10

6. That the final payment in the amount of: $16,439.10 is now due and payable.

Leo Rodriguez, P.E.
Engineer's Signature

CONCURRED BY:

ASAGO LLC, dba ASAGO CONSTRUCTION
Contractor's Name

By: _____

Title: _____

CONCURRED BY:

_____
Hidalgo County Judge

AI-23764 **20.E.1.**

BCAP Application for Payment No.1 (Final) - Morningsun Subidivison Precinct No.2

CC REGULAR

Date:	11/22/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Approval of Application for Payment No. 1 (Final) in the amount of $75,141.22 from OG Construction Co, LLC contracted vendor for Morningsun Subdivision as submitted by R. Gutierrez Engineering Corporation, project engineer. (C-CAP-09-212-01-19).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-122-484-1-841

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

BUDGETARY IMPACT:

P.O.# 643852

FISCAL YEAR: 0 **ACCT. #:** 0-1311-431-00-122-484-1-733

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

BUDGETARY IMPACT:

P.O.# 643852

Attachments

Link: Application for Payment No.1 Final Morningsun Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/17/2010 01:18 PM	APRV
2	Purchasing Department	Marty Salazar	11/17/2010 01:19 PM	APRV
3	Budget & Management	Erika Zamora	11/17/2010 02:07 PM	APRV
4	Roland Garcia	Rolando Garcia	11/17/2010 02:33 PM	APRV
5	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Marcie Jackson Started On: 11/02/2010 03:26 PM

Final Approval Date: 11/19/2010

APPLICATION FOR PMT #1 FINAL

To: Hidalgo County (OWNER)
From: OG Construction (CONTRACTOR)
Contract: C-CAP-09-212-01-19
Project: Road & Drainage Construction of Morning Sun Subdivision
OWNER's Contract No. C-CAP-09-212-01-19 ENGINEER's Project No. ENG05.012Q
For Work accomplished through the date of: 5-Oct-2010

1.	Original Contract Price:		$ 78,145.00
2.	Net change by Change Orders and Written Agreements (+ or -):		$ 5,345.25
3.	Current Contract Price (1 plus 2):		$ 83,490.25
4.	Total completed and stored to date:		$ 83,490.25
5.	Retainage (per Agreement):		
	10% of completed Work:	$ 8,349.03	
	10% of stored material:	$ -	
	Total Retainage:		$ 8,349.03
6.	% of Construction $ Amount Completed:		
	100% of contracted $ amount has been completed		
7.	% of Construction Time Completed:		
	60 Original Contract Time in Calendar Days		
	35 Net change by Change Orders and Written Agreements (+ or -)		
	95 Current Contract Time		
	95 Total Contract Days Used to Application Date in Calendar Days		
	100% of contract days have been completed		
8.	Total completed and stored to date less retainage (4		$ 75,141.22
9.	Less previous Application for Payments:		$ -
10.	Balance to Finish:		$ -
11.	AMOUNT DUE THIS APPLICATION (8 MINUS 9):		$ 75,141.22

11.17.2010

REQ# 179829 P.O.# 643852
0-1311-431-00-122-484-1-841→$45,641.25
<4,564.13>=$41,077.12

REQ# 179829 P.O.# 643852
0-1311-431-00-122-484-1-733→$37,849.00
<3,784.90>=$34,064.10

Accompanying Documentation:

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR's legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through PMT #1 inclusive; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective.

Dated 5-Oct-10
OG Construction
CONTRACTOR
By:

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 29th day of Oct 2010

Notary Public
My Commission expires: 3-10-2013

NOTARY PUBLIC STATE OF TEXAS
NORMA LINDA CERDA
My Commission Expires
March 10, 2013

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Dated 5-Oct-10
R. GUTIERREZ ENGINEERING CORPORATION
ENGINEER
By: , P.E.

INVOICE RECEIVED BY: ON 11/1/10
GOODS/SERVICES RECEIVED BY: ON 11/1/10

Schedule of Values

Contractor Name: OG Construction
Starting Date: 18-Jun-2010
Project Ending Date: 20-Sep-2010
Retainage Percent: 10%

Application: PMT #1
Application Date: 5-Oct-2010
Period To: 5-Oct-2010
Engineer Firm R. Gutierrez Eng. Corp.

Summary

Contract Number	Description	Original Schedule Value	C.O. #1 Schedule Value	C.O. #2 Schedule Value	C.O. #3 Schedule Value	Application #1	Retainage for App #1	Payment for Application #1	Total Completed to Date	Retainage to Date	Total Completed Less Retainage	Previous Payments	Balance To Finish
C-CAP-09-212-01-19	Road & Drainage Construction of Morning Sun Subdivision	$ 78,145.00	$ 84,332.50	$ 85,345.25	$ 83,490.25	$ 83,490.25	$ 8,349.03	$ 75,141.22	$ 83,490.25	$ 8,349.03	$ 75,141.22	$ -	$ -
	TOTALS:	**$ 78,145.00**	**$ 84,332.50**	**$ 85,345.25**	**$ 83,490.25**	**$ 83,490.25**	**$ 8,349.03**	**$ 75,141.22**	**$ 83,490.25**	**$ 8,349.03**	**$ 75,141.22**	**$ -**	**$ -**

Quantity Worksheet

Contractor Name: OG Construction
Starting Date: 18-Jun-2010
Project Ending Date: 20-Sep-2010
Engineer's / County Project Desc: Road & Drainage Construction of Morning Sun Subdivisio

Application: PMT #1
Application Date: 5-Oct-2010
Period To: 5-Oct-2010
Engineer's / County Project No.: ENG05.012Q

No.	Item Code	Description	Unit	Original Schedule Value			Change Order #1 Revised Schedule Value			Change Order #2 Revised Schedule Value			Change Order #3 Revised Schedule Value			Application #1				Balance To Finish	
				Original Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Revised Rates	Quan	Dollars	Monthly Quan	QTY to Date	Item Cost (Monthly)	Total to Date	Quan	Dollars
		(905) ROADWAY																			
1		Excavation (Roadway) R,W	CY	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	$ 2.00	1,816.00	$ 3,632.00	1,816.00	1,816.00	$ 3,632.00	$ 3,632.00	0.00	$ -
2		Embankment (Rdwy)(Dens. Cont.)(Ty C) R,W	CY	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	$ 8.00	230.00	$ 1,840.00	230.00	230.00	$ 1,840.00	$ 1,840.00	0.00	$ -
3		Cell Fiber Seeding (Temp)(Warm) R,W	SY	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	1,033.00	$ 2,066.00	$ 2.00	0.00	$ -	-	-	$ -	$ -	0.00	$ -
4		Cell Fiber Seeding (Temp)(Cool) R,W	SY	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	1,033.00	$ 1,549.50	$ 1.50	0.00	$ -	-	-	$ -	$ -	0.00	$ -
5		Cell Fiber Seeding (Perm)(Urban)(Clay) R,W	SY	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	$ 1.00	2,066.00	$ 2,066.00	2,066.00	2,066.00	$ 2,066.00	$ 2,066.00	0.00	$ -
6		Flexible Base (6")(Compl-in-Place)(Ty E)(Gr 4) R,W	CY	$ 31.75	862.00	$ 27,368.50	$ 31.75	862.00	$ 27,368.50	$ 31.75	883.00	$ 28,035.25	$ 31.75	883.00	$ 28,035.25	883.00	883.00	$ 28,035.25	$ 28,035.25	0.00	$ -
7		Prime Coat (AC-30) R,W	GAL	$ 8.00	844.00	$ 6,752.00	$ 8.00	844.00	$ 6,752.00	$ 8.00	869.00	$ 6,952.00	$ 8.00	869.00	$ 6,952.00	869.00	869.00	$ 6,952.00	$ 6,952.00	0.00	$ -
8		Barricades, Signs & Traffic Handling R,W	MO	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	$ 700.00	2.00	$ 1,400.00	2.00	2.00	$ 1,400.00	$ 1,400.00	0.00	$ -
9		Construction Exits (Ty II)(Install) R,W	SY	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	$ 8.00	84.00	$ 672.00	84.00	84.00	$ 672.00	$ 672.00	0.00	$ -
10		Construction Exits (Ty II)(Remove) R,W	SY	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	$ 4.00	84.00	$ 336.00	84.00	84.00	$ 336.00	$ 336.00	0.00	$ -
11		Temp Sediment Control Fence R,W	LF	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	$ 3.00	96.00	$ 288.00	96.00	96.00	$ 288.00	$ 288.00	0.00	$ -
12		Concrete Curb & Gutter (Ty A)(Barrier) D	LF	$ 7.00	2,735.00	$ 19,145.00	$ 7.00	2,735.00	$ 19,145.00	$ 7.00	2,821.00	$ 19,747.00	$ 7.00	2,821.00	$ 19,747.00	2,821.00	2,821.00	$ 19,747.00	$ 19,747.00	0.00	$ -
13		Concrete Valley Gutter (6-Ft) D	LF	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	$ 32.00	70.00	$ 2,240.00	70.00	70.00	$ 2,240.00	$ 2,240.00	0.00	$ -
14		Driveways (CONCRETE) D	SY	$ 30.00	279.00	$ 8,370.00	$ 30.00	279.00	$ 8,370.00	$ 30.00	263.80	$ 7,914.00	$ 30.00	308.00	$ 9,240.00	308.00	308.00	$ 9,240.00	$ 9,240.00	0.00	$ -
15		Small Roadside Sign Assembly (Ty A) R,W	EA	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	$ 210.00	2.00	$ 420.00	2.00	2.00	$ 420.00	$ 420.00	0.00	$ -
16		Driveways (Ty PRB-1) D	SY	$ -	0.00	$ -	$ 11.00	562.50	$ 6,187.50	$ 11.00	562.50	$ 6,187.50	$ 11.00	602.00	$ 6,622.00	602.00	602.00	$ 6,622.00	$ 6,622.00	0.00	$ -
		TOTAL ROADWAY IMPROVEMENT AMOUNTS:				$ 78,145.00			$ 84,332.50			$ 85,345.25			$ 83,490.25			$ 83,490.25	$ 83,490.25		0.00

Prepared and Checked By: Printed Name: Javier Gutierrez Date: 5-Oct-2010

Signature:

Roadwork $45,641.25
Drainage $37,849.00
$83,490.25

AI-24005 **20.E.2.**

BCAP Application for Payment No.6 (Final), - Citriana Village Subdivision Precinct No.2

CC REGULAR

Date:	11/22/2010
Submitted By:	Marcie Jackson, COLONIA ACCESS PROGRAM
Submitted For:	Agapito Vargas
Department:	COLONIA ACCESS PROGRAM
Agenda Category:	Purchasing Department **Sub-category:** CAP Pct.2

Information

CAPTION

Approval of Application for Payment No. 6 (Final) in the amount of $27,203.99 from Closner Construction Co., L.C. contracted vendor for Citrina Village Subdivision as reviewed and submitted by project engineer Cruz-Hogan Consultants, Inc. (C-CAP-2009-183-05-19)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1312-431-00-122-154-0-733

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

BUDGETARY IMPACT:

P.O.# 630113

FISCAL YEAR: 0 **ACCT. #:** 0-1312-431-00-122-154-0-841

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

BUDGETARY IMPACT:

Direct Payment - Ref. P.O.# 630113

Attachments

Link: Application for Payment No.6 Final Citriana Village Subdivision

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	11/17/2010 10:25 AM	APRV
2	Purchasing Department	Darlene Betancourt	11/17/2010 03:00 PM	APRV
3	Budget & Management	Angela Garcia	11/17/2010 03:42 PM	APRV
4	Roland Garcia	Rolando Garcia	11/18/2010 09:29 AM	APRV
5	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Marcie Jackson Started On: 11/17/2010 09:27 AM

Final Approval Date: 11/19/2010

SureTec Information Systems, Inc.
Attn: Funds Disbursement Services
9737 Great Hills Trail, Suite 320
Austin, TX 78759

APPLICATION FOR PAYMENT NO. 6 (Final)

To: Hidalgo County (OWNER)
From: Closner Construction Co., L.C. (CONTRACTOR)
Contract: _____
Project: Citriana Village Subdivision
Owner's Contract No. C-CAP-2009-183-05-19 Engineer's Project No. _____ 020-10-08
For Work accomplished through the date of: April 9, 2010

1. Original Contract Price:		$ 322,888.69
2. Net change by Change Order and Written Agreements(+or-):		$ 1,547.25
3. Current Contract Price (1 plus 2):		$ 324,435.94
4. Total completed and stored to date:		$ 324,435.94
5. Retainage (per Agreement):		
10% of completed Work:	$ 32,443.59	
_____ of stored material		
Total Retainage:		$ 32,443.59
6. Total completed and stored to date less retainage (4 minus 5)		$ 291,992.35
7. Less previous Application for Payments:		$ 264,788.36
8. AMOUNT DUE THIS APPLICATION (6		$ 27,203.99

Accompanying Documentation:

REQ# 163887 P.O.# 630113
0-1312-431-00-122-154-0-733→$1,547.25
<-154.73>=$1,392.52

REQ# 163887 P.O.# 630113
0-1312-431-00-122-154-0-841→$28,679.40
<-2,867.94>=$25,811.46

CONTRACTOR'S Certification:
The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 2 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

Date 10/20/2010

RAQUEL REYNOSO
MY COMMISSION EXPIRES
March 23, 2014

Closner Construction Co., L.C.
CONTRACTOR
By: _____

State of Texas
County of Hidalgo
Subscribed and sworn to before me this 11th day of: ~~October~~ Nov 2010

_____
Notary Public
My Commission expires: 3-23-2014

Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date 11/11/10

CRUZ-HOGAN Consultants, Inc.
ENGINEER
By: _____

Closner Construction Co., L.(	Contractor Name
August 3, 2009	Starting Date
	Project Ending Date
10%	Retainage Percent

Application No.:	6 Final
Application Date:	
Period To:	
Engineer Firm:	Cruz-Hogan Consultants, Inc.

Summary

CSJ#	PROJECT NAME	Original Schedule Value	Revised Schedule Value	Payment Application No 1	Payment Application No 2	Payment Application No 3	Payment Application No 4	Payment Application No 5	Payment Application No 6 FINAL	Total To Date	Balance To Finish	Retainage	Net	Payment To Date	Payment Due
3C1080154	Citriana Village	$322,888.69	$324,435.94	$60,960.00	$19,975.00	$90,065.00	$72,989.19	$50,220.10	$30,226.65	$324,435.94	$0.00	$32,443.59	$291,992.35	$264,788.36	$27,203.99
		$322,888.69	$324,435.94	$60,960.00	$19,975.00	$90,065.00	$72,989.19	$50,220.10	$30,226.65	$324,435.94	$0.00	$32,443.59	$291,992.35	$264,788.36	$27,203.99

Estimate Quantity Update Worksheet Date: October 22, 2010

Colonia: Citriana Village Subdivision
Roadway:
Control: CSJ-3c1080154
Project No.: C-CAP-2009-183-05-19
County Hidalgo
Est. Nc 6 Final
Work Type: Paving Drainage

Contractor: Closner Construction Co., L.C.
Contact Price: $322,888.69
Work Done this $324,435.94
% Complete:

Date Began:
Contract Tir 163
Time Charged:
% Time Used:

No.	Item Code	Description	Unit	Project Qty	Original Schedule Value: Unit Price	Original Schedule Value: Dollars	Revised Rates	Revised Schedule: Quan	Revised Schedule: Dollars	First Month: Monthly Quan	First Month: QTY to Date	First Month: Item Cost (Monthly)	Second Month: Monthly Quan	Second Month: QTY to Date	Second Month: Item Cost (Monthly)	Third Month: Monthly Quan	Third Month: QTY to Date	Third Month: Item Cost (Monthly)	Fourth Month: Monthly Quan	Fourth Month: QTY to Date	Fourth Month: Item Cost (Monthly)	FIFTH MONTH: Monthly Quan	FIFTH MONTH: QTY to Date	FIFTH MONTH: Item Cost (Monthly)	SIX MONTH: Monthly Quan	SIX MONTH: QTY to Date	SIX MONTH: Item Cost (Monthly)	Balance to Finish
		(901) ADMINISTRATIVE																										
		(902) PRELIMINARY ENGINEERING																										
		(903) CONSTRUCTION ENGINEERING																										
		(904) RIGHT-OF-WAY																										
		(905) ROADWAY CONSTRUCTION																										
1	100	Preparation of Right-of-Way	Sta	35	$ 100.00	$ 3,500.00	$ -	0.0	-	35	35	3,500.00	0	0	$ -	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
2	340	TYPE "D"H.M.A.C. (1.5")	SY	10,500.00	$ 5.65	$ 59,325.00	$ -	0.0	-	0	0	-	0	0	$ -	-	-	-	0	-	-	5,424.00	5,424.00	30,645.60	5,076.00	10,500.00	28,679.40	$0.00
3	247	8" FLEX BASE TYPE "D" GRADE 6	SY	12,500.00	$ 4.85	$ 60,625.00	$ -	0.0	-	0	0	-	0	0	$ -	8,750.00	8,750.00	42,437.50	3,750.00	12,500.00	18,187.50	0	-	-	0	-	-	$0.00
4	260	6" LIMES STABILATION OF SUBGRADE	SY	12,500.00	$ 2.35	$ 29,375.00	$ -	0.0	-	0	0	-	6,500.00	6,500.00	$15,275.00	4,750.00	11,250.00	11,162.50	1,250.00	12,500.00	2,937.50	0	12,500.00	-	0	-	-	$0.00
5	310	PRIME COAT (MC-30)	GAL	2,100.00	$ 7.50	$ 15,750.00	$ -	0.0	-	0	0	-	0	0	$ -	0	-	-	0	-	-	2,100.00	2,100.00	15,750.00	0	-	-	$0.00
6	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	4.00	$ 500.00	$ 2,000.00	$ -	0.0	-	1	1	500.00	1	2	$ 500.00	0	-	-	2.00	4.00	1,000.00	0	-	-	0	-	-	$0.00
7	531	SIDEWALKS	SY	89.00	$ 29.71	$ 2,644.19	$ -	0.0	-	0	0	-	0	0	$ -	0	-	-	89.00	89.00	2,644.19	0	-	-	0	-	-	$0.00
8	360	4"X4"X4" CONCRETE TOP ON EXISTING SEWER MANHOLES	EA	11.00	$ 200.00	$ 2,200.00	$ -	0.0	-	0	0	-	0	0	$ -	0	-	-	0	-	-	11.00	11.00	2,200.00	0	-	-	$0.00
9	506	SOIL EROSION AND SEDIMENT CONTROL	LS	1.00	$ 1,000.00	$ 1,000.00	$ -	0.0	-	0.5	0.5	500.00	0.5	1	$ 500.00	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
																												$0.00
																												$0.00
																												$0.00
		Total Roadway				**176,419.19**			**-**			**4,500.00**			**16,275.00**			**53,600.00**			**24,769.19**			**48,595.60**			**28,679.40**	$0.00
		(906) DRAINAGE																										
10	529	18" CURB AND GUTTER	LF	6,600.00	$ 6.50	42,900.00	$ -	0.0	-	0	0	-	0	0	-	5,610.00	5,610.00	36,465.00	990.00	6,600.00	6,435.00	0	-	-	0	-	-	$0.00
11	465	TYPE "A" INLET	EA	12.00	$ 1,325.00	15,900.00	$ -	0.0	-	12	12	15,900.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
12	465	STORM SEWER MANHOLE	EA	3.00	$ 2,135.00	6,405.00	$ -	0.0	-	3	3	6,405.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
13	464	18" RCP CLASS III	LF	880.00	$ 18.50	16,280.00	$ -	0.0	-	680	680	12,580.00	200	880	3,700.00	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
14	464	24" RCP CLASS III	LF	750.00	$ 28.50	21,375.00	$ -	0.0	-	750	750	21,375.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
15	402	TRENCH EXCAVATION PROTECTION	LF	200.00	$ 1.00	200.00	$ -	0.0	-	200	200	200.00	0	0	-	0	-	-	0	-	-	0	-	-	0	-	-	$0.00
16	529	6" CONCRETE VALLEY GUTTER	LF	355.00	$ 28.00	9,940.00	$ -	0.0	-	0	0	-	0	0	-	0	-	-	355.00	355.00	9,940.00	0	-	-	0	-	-	$0.00
17	530	DRIVEWAYS AND TURNOUTS (ASPHALT)	SY	114.00	$ 14.25	1,624.50	$ 14.25	53.0	755.25	0	0	-	0	0	-	0	-	-	0	-	-	114.00	114.00	1,624.50	53.00	167.00	755.25	$0.00
18	530	DRIVEWAYS AND TURNOUTS (CONCRETE)	SY	965.00	$ 33.00	31,845.00	$ 33.00	24.0	792.00	0	0	-	0	0	-	0	-	-	965.00	965.00	31,845.00	0	-	-	24.00	989.00	792.00	$0.00
																												$0.00
		Total Drainage				**146,469.50**			**1,547.25**			**56,460.00**			**3,700.00**			**36,465.00**			**48,220.00**			**1,624.50**			**1,547.25**	
		TOTAL BASE AMOUNTS:				**322,888.69**			**1,547.25**			**60,960.00**			**19,975.00**			**90,065.00**			**72,989.19**			**50,220.10**			**30,226.65**	$0.00

Project Total $ 324,435.94

Ronnie Cruz
Print Name

Signature

11/5/10
Date

AI-24000 **20.F.1.**

HCSO-Amendment No. 2-C-07-281-09-25-Lease of Tower Space

CC REGULAR

Date:	11/22/2010
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Approval of Amendment No. 2 to Lease Agreement #C-07-281-09-25 with O E Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07)

BACKGROUND

Amendment #2 - O E Investments Inc-C-07-281-09-25
Approval as to form by legal

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Available balance as of 11-18-10 $500
Encumbrance $3,600

Attachments

Link: Amendment #2-OE Investments Inc-C-07-281-09-25(apprvd by legal)

Link: Contract#C-07-281-09-25-OE Investemnts Ince

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	11/18/2010 12:13 PM	APRV
2	Budget & Management	Erika Zamora	11/18/2010 12:56 PM	APRV
3	Manuel Chapa	Manuel Chapa	11/18/2010 02:05 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Letty Saenz Started On: 11/17/2010 08:04 AM

Final Approval Date: 11/19/2010

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT No. 2 to
SERVICE CONTRACT
C-07-281-09-25

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.,** (the "Lessor") and **HIDALGO COUNTY** (the "Lessee"), effective the **22rd** day of **November, 2010**, is made between the Lessor and the Lessee, (the "Amendment"), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **September 25, 2007**, with the "initial lease term" commencing, October 1, 2007, expiring September 30, 2008, thereafter a "renewal term" commencing, October 1, 2008, expiring September 30, 2010, in which the Lessor agreed to lease a: **"Lease of Tower Space"** for the **Hidalgo County Sheriff's Office"** (the "Lease");

WHEREAS, the Lease Agreement omitted a term in the lease agreement and the Lessor and Lessee now desires to amend Lease Agreement to correct same;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. The Lease is hereby amended to insert Article 2.03-Holdover as follows:

HOLDOVER

2.03 Lessee holds possession of the Premises or any portion thereof after the date upon which the Premises are to be surrendered, Lessee will become a tenant on a month-to-month basis upon all the terms, covenants, and conditions of this Lease except those pertaining to the Lease term and, during any such month-to-month tenancy, Lessee will pay monthly rent in an amount that is equal to the prior monthly rental. Lessee will continue occupying the Premises from month-to-month until terminated by either Lessor or Lessee by the giving thirty (30) days prior written notice to the other.

2. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee 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.

LESSEE
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

LESSOR
O. E. INVESTMENTS, INC.

_____

Othal E. Brand, Jr.
Printed Name

Title: President

APPROVED AS TO FORM:
Atlas & Hall, LLP

_____
Stephen L. Crain, Attorney

PURCHASING DEPARTMENT
County Of Hidalgo

September 1, 2010

REVISED EXTENSION LETTER

Othal Brand, Jr., Owner
O. E. INVESTMENTS, INC.
P. O. Box 4408
McAllen, Texas 78502
Ph. (956) 683-7979

Via e-mail obrand@rioplexwireless.com
Via Facsimile (956) 631-2334

Re: ***Sixty (60) Day Extension to Contract# E-08-309-07-28 - "Lease of Tower Space" - Hidalgo County Sheriff's Office***

Dear Mr. Brand:

Commissioners' Court will take applicable action **(Tuesday, September 7, 2010)** in connection with Hidalgo County's option to exercise the **sixty (60) day grace period** for the current contract in place while procurement process is completed. **(Commencing, October 1, 2010 - Expiring, November 29, 2010)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Friday, August 27, 2010, attn: Leticia Saenz, Contracts Mgr. to (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us .

By: _____ Date: 9/10/10

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 292-7000 ext. 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: File

h. Approval of Interlocal Cooperation Agreement between Hidalgo County, City of Alamo, and PSJA ISD in connection with road improvements to El Gato Road from Tower to Alamo Road.

D. Health & Human Services Dept.

1. AI-22789

approved

Approval of Request for Payment for Invoice No. 0909306 (McAllen Clinic Renovation) in the amount of $91,214.12 submitted by CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (Purchase Order No. 617913, Project No. 2008-221A-MSS).

E. Colonia Access Program Pct. 1

1. AI-22607

approved

Approval of Application for Payment No. 3- Final in the amount of $1,807.20 from Asago Construction contracted vendor for Chapa North & South Subdivisions as reviewed and submitted by project engineer, TEDSI Infrastructure Group, Inc.-(C-CAP-09-416-11-24).

F. Colonia Access Program Pct. 2

1. AI-22746

approved

Applicable action on a recommendation by project engineer, R. Gutierrez Engineering to award to the lowest bidder meeting all specifications: OG Construction Company, LLC in the amount of $134,923.00 for Bid No. CAP-10-189-08-25-YSI "Road & Drainage Construction for McColl Estates Subdivision.

G. Sheriff's Office

1. AI-22764

approved

a. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

approved

b. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

H. Co. Wide

1.

no action

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate

AI-22764 **44.AA.1.**

HCSO-Amendment-C-7-281-09-25-O E Investments Inc-Lease of Tower Space

CC REGULAR

Date: 09/07/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

1. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

2. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Amendment-(currently being reviewed by legal counsel)
Acknowledgment--60 Day Extension Letter by O E Invetments Inc

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-441
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:

Attachments

Link: Amendment-C-07-281-09-25-O E Investments Inc-HCSO
Link: Contract#C-07-281-09-25-OE Investments Inc-HCSO
Link: Acknowledgment by OE Investments Inc-60-Day Extension
Link: email from HCSO recommending 60 day extension
Link: email approval of Amendment by legal counsel

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
	(Originator)	Letty Saenz	09/01/2010 09:48 AM	CREATED
1	Purchasing Department	Marty Salazar	09/02/2010 11:05 AM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 11:33 AM	APRV
3	Manuel Chapa			PEND
4	Auditor's Office			

Form Started By: Letty Saenz Started On: 09/01/2010 09:48 AM

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO
SERVICE CONTRACT
C-07-281-09-25

This **AMENDMENT** to the **CONTRACT** between **O. E. Investments, Inc.,** (the "Lessor") and **HIDALGO COUNTY** (the "Lessee"), effective the **7th** day of **September, 2010**, is made between the Lessor and the Lessee, (the "Amendment"), as follows:

WHEREAS, Lessor and Lessee entered into a Contract dated **September 25, 2007**, with the "initial lease term" commencing, October 1, 2007, expiring September 30, 2008, thereafter a "renewal term" commencing, October 1, 2008, expiring September 30, 2010, in which the Lessor agreed to lease a: **"Lease of Tower Space"** for the **Hidalgo County Sheriff's Office"** (the "Lease");

WHEREAS, the Lease Agreement accidently omitted a term required in the lease agreement and the Lessor and Lessee now desires to amend Lease Agreement to correct the mistake;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Lease, Lessor and Lessee hereby agree to the following Amendment to the Lease Agreement:

1. **ARTICLE 2. LEASE TERM:** Article 2.02 Renewal, as stated in the Lease is hereby deleted in it's entirety and the following inserted in lieu thereof:

ARTICLE 2. LEASE TERM
Renewal

2.02 Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for two (2) additional one (1) year terms (the "Renewal Term(s) as stated in Exhibit "A"-Specifications, under the same terms and conditions set forth in this Agreement. Lessee also reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the lease term, due to any unforeseen delay in the procurement process. Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the Initial Term or any Renewal Term.

2. Except as modified herein, all terms and conditions of the Lease, as amended, remain in full force and effect. Lessor and Lessee 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.

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

O. E. INVESTMENTS, INC.

Authorized Signature

Othal Brand, Jr.
Printed Name

Title: President

APPROVED AS TO FORM:
Atlas & Hall, LLP

Stephen L. Crain, Attorney

h. Approval of Interlocal Cooperation Agreement between Hidalgo County, City of Alamo, and PSJA ISD in connection with road improvements to El Gato Road from Tower to Alamo Road.

D. **Health & Human Services Dept.**

1. AI-22789

approved

Approval of Request for Payment for Invoice No. 0909306 (McAllen Clinic Renovation) in the amount of $91,214.12 submitted by CAS Companies, L.P., contractor for Hidalgo County Health and Human Services "Renovation of Clinics" (Purchase Order No. 617913, Project No. 2008-221A-MSS).

E. **Colonia Access Program Pct. 1**

1. AI-22607

approved

Approval of Application for Payment No. 3- Final in the amount of $1,807.20 from Asago Construction contracted vendor for Chapa North & South Subdivisions as reviewed and submitted by project engineer, TEDSI Infrastructure Group, Inc.-(C-CAP-09-416-11-24).

F. **Colonia Access Program Pct. 2**

1. AI-22746

approved

Applicable action on a recommendation by project engineer, R. Gutierrez Engineering to award to the lowest bidder meeting all specifications: OG Construction Company, LLC in the amount of $134,923.00 for Bid No. CAP-10-189-08-25-YSI "Road & Drainage Construction for McColl Estates Subdivision.

G. **Sheriff's Office**

1. AI-22764

approved

a. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

approved

b. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

H. **Co. Wide**

1.

no action

HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate

AI-22764 **21.G.1.**

HCSO-Amendment-C-7-281-09-25-O E Investments Inc-Lease of Tower Space

CC REGULAR

Date: 09/07/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

a. Approval of an Amendment to Lease Agreement #C-07-281-09-25 with O. E. Investments, Inc. for the "LEASE OF TOWER SPACE" for Hidalgo County Sheriff's Office (approved by CC-09/25/07);

b. Requesting authority to exercise the Sixty (60) Day grace period extension, as provided in the current contract for: "LEASE OF TOWER SPACE" for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with O.E. INVESTMENTS, INC., effective 10/01/10 - 11/29/10 so as to have no lapse in service while the procurement process is completed.

BACKGROUND

Amendment-(currently being reviewed by legal counsel)
Acknowledgment--60 Day Extension Letter by O E Invetments Inc

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-421-00-280-001-0-441
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 9-3-10 $11,300.00

Attachments

Link: Amendment-C-07-281-09-25-O E Investments Inc-HCSO
Link: Contract#C-07-281-09-25-OE Investments Inc-HCSO
Link: email from HCSO recommending 60 day extension
Link: email approval of Amendment by legal counsel
Link: 60 Day Extension letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	09/02/2010 11:05 AM	APRV
2	Budget & Management	Erika Zamora	09/02/2010 11:33 AM	APRV
3	Manuel Chapa	Manuel Chapa	09/03/2010 01:24 PM	APRV
4	Auditor's Office		09/03/2010 03:20 PM	NEW

Form Started By: Letty Saenz Started On: 09/01/2010 09:48 AM
Final Approval Date: 09/03/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

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

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

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

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

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7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

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

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

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

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

INSURED Hidalgo County
100 E. Cano
Edinburg, TX 78539

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

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

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INSURED Hidalgo County
100 E. Cano
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
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INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
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		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

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AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

Alternation, Additions, and Improvements

7.02 Lessee may, at Lessee's discretion, but shall not be required to, make any alterations, additions or improvements to the Property, provided Lessee obtains the prior written consent of Lessor, which consent shall not be unreasonably withheld. All alterations, additions or improvements made to the Property described in Exhibit A-1, excluding equipment placed on the Property by Lessee, shall become the property of Lessor at the termination of this Lease Agreement.

7.03 **Addition of New and Replacement Equipment.** In accordance with provision 7.02 of this Lease Agreement, Lessee shall be allowed to replace existing equipment used on the Property with the prior written consent of Lessor as described in 7.02, without experiencing an increase in monthly rental costs. Should Lessee desire to add new equipment to the Property currently not in place at Lessee's

expense, Lessee shall also seek the prior written consent of Lessor as described in 7.02 and Lessor shall submit a written proposal to Lessee of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to new equipment, then the new equipment may be added. In no event, however, will the total rental costs associated with this Lease Agreement exceed Twenty-five Thousand Dollars and no/100ths ($25,000.00) per year.

Damage or Destruction

7.04 In the event the Property or any portion thereof is damaged or destroyed by fire, tornado, or other casualty, Lessee shall be entitled to an abatement of rent as a result and Lessor shall promptly repair any such damages or destruction using materials and workmanship of a similar nature and quality to the original construction.

Insurance

7.05 Lessor agrees to insure the Property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor. The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the Property, or such portion thereof as may be damaged by a covered loss, but in no event less than the amount required by any party holding a security interest in or lien or the Property. Lessor agrees to hold Lessee harmless from any and all claims actions proceedings, damages, and liabilities arising from the use, condition and operation of the Property, and to carry liability insurance insuring at the sole cost and expense of lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interest, with any reasonable costs therefor to be payable by Lessee.

Lessee's Insurance

7.06 Lessee, at its own expense, shall provide and maintain in force effective **October 1st, 2007** and continuing during the term of this Lease Liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured.

ARTICLE 8. DEFAULT

Events of Default

8.01 The following events shall be deemed to be events of default by Lessee under this lease. Lessee shall fail to pay any installment of rent hereby reserved and such failure shall continue for a period of thirty (30) days.

Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

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

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

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

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

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

INSURED Hidalgo County
100 E. Cano
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-07-281-09-25

THIS AGREEMENT is made and entered into this **1st** day of **October**, **2007** by and between **O.E. INVESTMENTS, INC.** a Texas Corporation, hereinafter referred to as Lessor, and **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as Lessee.

ARTICLE 1. DEMISE OF LEASE PROPERTY

Lessor, for and in consideration of the rents, covenants, and promises herein contained to be kept, performed, and observed by Lessee, does hereby lease and demise to Lessee, and Lessee does hereby rent and accept from Lessor, that certain premises more particularly described on Exhibit "A-1" hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a one (1) year term, hereinafter referred to as the "initial lease term" commencing on, **October 1, 2007** and ending on, **September 30, 2008**; subject, however, to earlier termination as hereinafter provided.

Renewal

2.02. Provided Lessee is not in default hereunder, Lessee is granted the option to renew this Lease for an additional two (2) one (1) year terms, commencing on, **October 1, 2008** and ending on **September 30, 2010** (the "renewal term"). Lessee shall give Lessor written notice of its intent to exercise its renewal option at least thirty (30) days prior to the expiration of the initial term.

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rental for the use and occupancy of the Property under the lease during the initial lease term the sum of **$1,800.00** per month. Monthly rental during the renewal term, if Lessee exercises its renewal option, will be **$1,800.00**; Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **October 1, 2007.**

Payment of Rent

3.02 All installments of rent hereunder, when and as the same may become due and payable, shall be paid in lawful money of the United States at the time to the Lessor at P.O. Box 4408, McAllen, Texas 78502, unless and until Lessor notifies Lessee in writing to make the payments to some other address.

ARTICLE 4. UTILITIES

Lessor shall pay or cause to be paid all charges for electricity, used on the Property throughout the term of this lease, including any connection fees.

ARTICLE 5. USE OF PROPERTY

Lessee shall have the right to use the Property for any lawful purpose pertaining to the receipt, broadcast or rebroadcast of data or radio signals.

ARTICLE 6. REPAIR AND MAINTENANCE

Lessor will, throughout the lease term, maintain the Property and keep it free of waste and nuisance. Lessor will, at Lessor's own expense, during the term of this Lease, maintain air conditioning systems, all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving the doors, the guy wires, the tower structure, the tower warning lights or beacons and all other components of the Property. Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons. In the event Lessor should neglect to reasonably maintain the Property. Lessee will have the right, but not the obligation, to cause repairs or corrections to made, with any reasonable costs therefor to be payable by Lessor to Lessee as an offset against rental on the next rental installment date. Lessee will, at its sole cost and expense, maintain and repair its own equipment, cables and antennae.

ARTICLE 7. OBLIGATIONS OF LESSOR AND LESSEE

Taxes

7.01 Lessee shall be liable for, and shall pay and discharge before the same become delinquent, all taxes levied or assessed against personal property, furniture, or fixtures located in or upon the Property owned by Lessee, but not by other Lessees or by Lessor, on the real property. Lessor shall be liable for, and shall pay and discharge before the same become delinquent, all ad valorem taxes and assessments levied against the Property, including any fixtures and improvements.

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Insurance

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Events of Default

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Lessee shall fail to comply with any term, provision, or covenant of this lease, other than the payment of rent, and shall not cure such failure within thirty (30) days after written notice thereof to Lessee.

Remedies

8.02 Upon the occurrence of any event to default specified in Paragraph 8.01 hereof, Lessor shall have the option to pursue any one or more of the following remedies without notice of demand

whatsoever.

Re-entry

Lessor may re-enter the Property immediately and remove all Lessee's personal property therefrom. Lessor may store the personal property in a public warehouse or at another place at Lessor's choosing at Lessee's expense or to Lessee's account.

Termination

After re-entry, Lessor may terminate the lease on giving ten (10) days' written notice of such termination to Lessee. Re-entry only, without notice of termination, will not terminate the lease.

Re-letting Property

After re-entering, Lessor may re-let the Property or any part thereof, for any term, without terminating the lease at such rent and on such terms as Lessor may choose. Lessor may make repairs to the Property at Lessee's expense.

Quiet Enjoyment Pending Cure Period

8.03 Notwithstanding anything to the contrary herein, Lessor understands, acknowledges and agrees that some of the Property is utilized in the receipt, transmission and/or retransmission of radio signals for law enforcement and emergency services, which Lessee is authorized to operate by virtue of a license issued by the Federal Communications Commission. Lessor shall not, except following written notice of a default and the failure to cure such default by Lessee within the time periods provided in Section 8.02 (a) and (b), exercise any remedy which may affect or in any manner interfere with Lessee's use, possession or quiet enjoyment of the property or the receipt, transmission or retransmission of any radio signal by Lessee. Further, except for any time period following expiration of any cure period for which Lessee has not satisfactorily cured any Lessee default, Lessee shall have full access to, use of any quiet enjoyment of the property undisturbed by Lessor.

ARTICLE 9. INTENTIONALLY OMITTED

ARTICLE 10. MISCELLANEOUS

Notices and Addresses

10.01 All notices provided to be given under this agreement shall be given by certified mail or registered mail addressed to the proper party, or in person against a receipt. The date of mailing of any notice under this agreement shall be deemed to be the date of such notice and shall be effective from such

date. The addresses of the parties of this agreement are as follows:

LESSOR
O.E. Investments, Inc.
Attn.: Othal Brand, Jr.
P.O. Box 4408
McAllen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Juan D. Salinas, III, County Judge
100 E. Cano St.-2nd Floor
Edinburg, Texas 78539

With copy to:
Hidalgo County Sheriff's Office
Attn: Guadalupe "Lupe" Trevino, Sheriff
P.O. Box 1228
Edinburg, Texas 78541

Parties Bound

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

Texas Law to Apply

10.03 This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas/

Legal Construction

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

Prior Agreements Superseded

10.05 This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

Amendment

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

Waiver of Default

10.07 No waiver by the parties hereto of any default of breach of any term, condition or covenant

of this lease shall be deemed to be a waiver of any other breach of the same or any other term, conditions or covenant contained herein.

Attorney's Fee

10.08 In the event Lessor or Lessee breaches any of the terms of this Agreement whereby the party not in default employs attorneys to protect or enforce his rights hereunder and prevails, then the defaulting party agrees to pay the other party reasonable attorneys' fees so incurred by such other party.

ARTICLE 11. WAIVER OF SUBROGATION

Lessor hereby waives Lessor's right of recovery against Lessee for damages caused by fire, explosion and other perils to any of the Property to the extent that recovery is made by Lessor under insurance policies in effect at the time of loss; and Lessee hereby waives Lessee's rights of recovery against Lessor for damages to any of Lessor's property caused by fire, explosion and other perils to the extend that recovery is made by the Lessee under insurance policies in effect at the time of loss. This agreement does not extend to and waiver does not apply to any damage suffered by either party hereto which is not recovered by the injury party under its insurance policies.

ARTICLE 12. SPECIAL PROVISIONS

Access to Property

12.01 During the term of this agreement, Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all time rights of ingress and egress to the Property for the Purpose of installing, maintaining and repairing Lessee's equipment. Lessee agrees to insure that its subcontractors and employees performing maintenance or technical services on Lessee's equipment are covered by adequate levels of liability insurance and by any state-mandated worker's compensation insurance, if applicable.

Duty Not to Impair Lessee's Operations

12.02 Lessor agrees not to lease or license the use of the Property, or any portion thereof, to any party which will interfere with Lessee's use of the Property, and to require than any other lessees and licenses use and operation of radio or television transmission equipment of the Property shall be performed in such a manner as not to interfere with the operation of any equipment which Lessee has therefore installed or may thereafter install on the Property. In the event interference should result, upon notice of such interference from lessee, Lessor shall cause its lessees and licenses to take all necessary steps, without costs or expense to lessee, to remove said interference or shut down communication equipment temporarily pending repair.

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any

Hazardous Substances

12.03 Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessee will not introduce or use any such substance on the Site in violation of any applicable law.

IN WITNESS WHEREOF, the undersigned Lessor and Lessee hereto execute this Agreement as of the day and year first above written

APPROVED BY COMMISSIONER COURT ON September 25, 2007.

Approved as to form:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

Lessee:
County Of Hidalgo

By: _____
Juan D. Salinas, III, County Judge

Attest:

_____
Arturo Guajardo, Jr., County Clerk

Lessor:
O.E. Investment, Inc.

By: _____
Othal Brand, Jr., President

EXHIBIT "A"
SPECIFICATIONS

OE Investments, Inc.
P.O. Box 4408
McAllen, TX 78502

RFSQ# 2007-281-08-15-ROL

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFSQ. # 2007-281-08-15-ROL
SPECIFICATIONS

Hidalgo County is seeking to lease tower space for the Hidalgo County Sheriff's Office. Specifications are as follows, but not limited to the following:

Specifications & Requirements, Terms & Conditions

1). **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

2). Lease property must have shelter to house transmission, reception and rebroadcast equipment.

3). Tower shelter must have electricity and air condition system.

4). Tower shelter should be of block construction or other construction capable of withstanding sustained hurricane force winds.

5). Tower site must have a back up power source, generator preferred, capable of providing electricity for Sheriff's Department equipment and tower operations for a period of forty-eight (48) hours.

6). Height of tower should be four hundred eighty (480) ft. or taller.

7). Tower must meet all F.A.A. and F.C.C guidelines and be licensed by the F.C.C.

8). Tower must be within 6.3 nautical miles from coordinates 26-15-58 and 98-10-44. This is essential to ensure County Wide coverage for mobile data radio systems.

9). Tower must be equipped with a Tower Top Amplifier, 10db. Gain at 453 mhz. Sheriff's Department data radio will be connected to this amplifier for receive only.

10). Tower provider will be responsible for all fines and penalties assessed by the F.A.A. or F.C.C. for the tower and tower related equipment as it relates to the tower site.

11). Tower rent **must** include cost of electricity.

12). Lessor throughout the lease term, will maintain the property and keep it free of waste and nuisance.

13). Lessor throughout the lease term, at his own expense will maintain air conditioning systems all windows, the roof, the foundation, the structural soundness of the exterior walls, the electrical wiring, paving, the doors, the guy wires, the tower structure, the towering warning lights or beacons an all other components of the property.

P.O. Box 4408
McAllen, TX 78502

14). Lessor will maintain all records and make all reports required by the Federal Aviation Administration with respect to maintenance and operation of tower warning light or beacons.

15). Lessor agrees that technical and maintenance employees and representatives and agents of Lessee shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Lessee's equipment.

16). Lessor agrees not to lease or license the use of the property, or any portion thereof. to any party which will interfere with Lessee's use of the property.

17). Lessor represents that it has no knowledge of any substance, chemical or waste (collectively, "substance") on the Site that is identified as hazardous, toxic or dangerous in any applicable federal state or local law or regulation.

18). Tower must have the capability for six circuits to be connected to ATT, SBC or Southwestern Bell Telephone.

19). **Disclosure of Conflict of Interest**

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

P.O. Box 4408
McAllen, TX 78502

RFSQ#2007-281-08-15-ROL

20). **Lessor agrees to insure the property, at its sole cost and expense, against loss by fire, or other casualty, including extended coverage, with a policy or policies acceptable to Lessor, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessor to provide for the replacement or repair of the improvements located on the property, or such portion thereof as may be damaged by a covered loss, but in no event less than the required by any party holding a security interest in or lien on the property. Lessor agrees to hold Lessee harmless from any and all claims, actions, proceedings, damages and liabilities arising from the use, condition and operation of the property, and to carry liability insurance insuring, at the sole cost and expense of Lessor, both Lessor and Lessee against such loss and liability, in such amounts as Lessor may reasonably require. In the event Lessor should neglect to provide any insurance coverage required under this paragraph, Lessee shall have the right, but not the obligation, to purchase such coverage to protect Lessee's interests, with any reasonable cost therefore to be payable by Lessee.**

21). **HIDALGO COUNTY reserves the right to reject any or all quotes submitted, if it is in the best interest to do so.**

Installed Equipment

Sheriff Department will install the following antennas, lines, and transmitters.

- UHF Antenna @ 480 feet
- VHF Antenna @ 480 feet
- 1 VHF Antenna @ 400 feet
- 1 VHF Antenna @ 200 feet

All cables will be 7/8 inch heliax screwed to tower with tie wire and be grounded at both top and bottom. The Hidalgo County Sheriff's Department will install 3 VHF transmitters and one UHF transmitter at site.

Note: Any and all new equipment added by the Sheriff's Office will be honored at lease price.

Term:

The term of the lease contract will be for a period of one (1) year but in no event to exceed $25,000.00 statutory bid limit per year. Hidalgo County may in its sole discretion elect the option to extend the contract for two (2) additional one year terms under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforseen delay in the procurement process.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday, August 8, 2007 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday, August 10, 2007 by 5:00 p.m.

Exhibit "A-1"

Premises

Tower space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26°,20",26' and Longitude 98°,13, 58', together with the non-exclusive right to the use of the tower structure for transmission cables and/or wave guides and for access to Lessee's antenna.

Approximately 20 square feet, (20 square feet representing four (4) transmitter boxes), of equipment shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the Property.

EXHIBIT "B"
VENDOR'S BID PRICE

OE INVESTMENTS, INC.
P.O. Box 4408
McAllen, TX 78502

RFSQ No. 2007-281-08-15-ROL

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"

REQUEST FOR SEALED QUOTES

RFSQ No. 2007-281-08-15-ROL

QUOTE PAGE

QUOTE PER:	QUOTE AMOUNT:
MONTH	$ 1800.00 xx

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: OE Investments, INC.

ADDRESS: P.O. Box 4408 physical - 4800 N 23rd St McAllen, TX 78504

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO.'S: 956-683-7979 fax 956-631-2334

CELLULAR & BEEPER NO.'S: 956-793-0103

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Othal E. Brand, Jr.

TITLE President

EXHIBIT "C"
INSURANCE CERTIFICATE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/04/2007

PRODUCER (956)968-5521 FAX (956)969-9198
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco, TX 78599

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

INSURED Hidalgo County
100 E. Cano
Edinburg, TX 78539

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Illinois Union 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/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	EACH OCCURRENCE	$ 2,000,000
		[ ] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$ 50,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$ Excluded
		[X] Law Enforcement				PERSONAL & ADV INJURY	$ 2,000,000
		[X] Employee Benefits				GENERAL AGGREGATE	$ 4,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$ 2,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC	50,000 SIR				
A		AUTOMOBILE LIABILITY	PEPG2290520A	07/10/2006	01/01/2008	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		[ ] ANY AUTO					
		[X] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
		[X] 50,000 SIR				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 $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Public Officals	PEPG2290520A	07/10/2006	01/01/2008	Limit: 2,000,000/2,000,000 SIR 100,000	

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

CERTIFICATE HOLDER

O.E.M.
4800 North 23rd
McAllen, TX 78504

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

©ACORD CORPORATION 1988

AI-24053 **20.F.2.**

Spillman Records Management System (RMS) Purchase

CC REGULAR

Date: 11/22/2010
Submitted By: Matilde Faz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Requesting approval to purchase spillman software (RMS) Records Management System through our membership/participation with (DIR) Department of Information Resources and authority to execute required purchase/end user license and support agreement with Spillman Technologies, Inc. contract #DIR-SDD-1623 in the total amount of $122,090.00 through requisition #18, effective upon approval (0-1100-415-15-140-001-0-336);

Requisition	Product Name	Items Included	Item	Total Cost
Phase I	Records Management System (RMS)	Records Management Civil Process	Software	$93,765.00
Phase I	Records Management System (RMS)	Equipment Maintenance/Mgmt. Personnel and Training	Services	$28,325.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 01100421002800010320
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:

FISCAL YEAR: 2010 **ACCT. #:** 01100421002800010747
FUNDS AVAILABLE Y/N?: Yes **MATCHING FUNDS Y/N?:** Yes
BUDGETARY IMPACT:

Attachments

Link: Spillman Technologies - Sheriffs Dept.
Link: Spillman Technologies Sheriffs Dept.

Form Routing/Status

Form Started By: Matilde Faz Started On: 11/18/2010 01:18 PM
Final Approval Date: 11/19/2010

However, action for nonpayment may be brought within two (2) years the date of the last payment was received by Spillman, so long as authorized by Texas Law and Constitution.

Section 10: Termination

10.1 This Agreement shall automatically terminate immediately upon termination of the License Agreement for any reason.

10.2 Termination will be in accordance with Section 10.B. of Appendix A to DIR Contract No. DIR-SDD-1623. The License Agreement shall automatically terminate at the same time as termination of this Agreement, and Customer shall promptly return to Spillman the Licensed Program and all related documentation and materials, including all Releases, work and materials provided by Spillman hereunder.

Section 11: Miscellaneous

11.1 Spillman and Customer acknowledge that they have read this Agreement in its entirety and understand and agree to be bound by its terms and provisions. Spillman and Customer further agree that DIR Contract No. DIR-SDD-1623 and this Agreement are the complete and exclusive statements of agreement of the parties with respect to the subject matter hereof. In the event of a conflict, DIR Contract No. DIR-SDD-1623 controls. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

11.2 In the event that any term or provision of this Agreement is held invalid, illegal, or unenforceable, it shall be severed and the remaining terms and provisions shall be enforced to the maximum extent permitted by applicable law.

11.3 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and assets.

11.4 The waiver by either party of any term or provision of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right that such party may hold under this Agreement.

11.5 This Agreement will be governed by the laws of the state of Texas. The parties hereby submit to the exclusive jurisdiction and venue of Travis County, Texas state courts with respect to any action between the parties relating to this Agreement. In any such action, the prevailing party shall be entitled to an award of its reasonable costs and attorneys' fees from the other party. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

11.6 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 12: Signatures

Accepted and Approved:

Customer

By: _____

Print Name: Ramon Garcia

Title: County Judge

Date: 11/23/10

Spillman Technologies, Inc.

By: _____

Print Name: **Lance Clark**

Title: **President**

Date: _____

Appendix D to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER

LICENSE AGREEMENT

10/09/2007

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This Computer Software End-User License Agreement

("Agreement") is made and entered into effective as of the date

this Agreement is signed by both parties below, and is by and

between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

Licensee desires to license from Spillman certain software owned by Spillman, as set forth in the Sales Quote/Purchase Agreement(s) ("Purchase Agreement") executed by the parties in connection with this Agreement, and Spillman desires to grant such a license to Licensee, pursuant to the terms and conditions of DIR Contract No. DIR-SDD-1623 and this Agreement

In consideration of the mutual agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1: License

1.1 SPILLMAN'S LICENSED PROGRAM IS COPYRIGHTED BY SPILLMAN AND/OR ITS LICENSORS AND IS LICENSED (NOT SOLD). SPILLMAN DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO LICENSEE. THE LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL LICENSEE HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXCUTED BY LICENSEE.

1.2 In consideration of the payment of the license fees set forth in the Purchase Agreement(s) pertaining hereto, Spillman grants Licensee a nonexclusive, non-transferable license to use the package of computer program(s) and data, in machine-readable form only, and related materials, including documentation and listings, identified in the Purchase Agreement (the "Licensed Program"), subject to the terms of DIR Contract No. DIR-SDD-1623 and this Agreement (including the restrictions with respect to Utilities set forth in Section 7)

Section 2: Scope of Rights

2.1 Licensee may install and use the Licensed Program only in Licensee's own facility. Licensee shall give Spillman written notice if the location of Licensee's facility changes.

2.2 Licensee may use and execute the Licensed Program only for purposes of serving the internal needs of Licensee's business, except as specifically set forth in this Agreement.

2.3 Licensee may make one copy of the Licensed Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Spillman's proprietary notices are included.

2.4 Licensee may reproduce (photocopy) Licensed Program documentation according to Licensee's needs for the authorized use of the Licensed Program. To the extent consistent with the Texas Public Information Act, Licensee may not distribute any original or reproduced copy for use

outside of the Licensee's place of business and must not reveal it or any other Spillman documentation, or the Licensed Program itself, to competitors of Spillman or to any other third party unless they have a need to know such information for the proper purposes of this Agreement.

2.5 If Licensee and a third party entity (the "Shared Agency") desire to enter into an arrangement whereby Licensee will act as a "Host Agency" and permit the Shared Agency to access the Licensed Program through Licensee, the Shared Agency and Spillman will execute an Addendum Agreement for such arrangement and attach it to this Agreement as Attachment A. Spillman will bill Licensee directly for the applicable license fees, and Licensee agrees to be responsible for timely payment of such invoices. Licensee shall require the Shared Agency to comply with the terms of this Agreement and shall notify Spillman and cooperate as reasonably requested by Spillman in the event of any non-compliance.

Section 3: Fees and Payments

The license fee for the Licensed Program is specified in Appendix C to DIR Contract DIR-SDD-1623. Invoicing and payments will be in accordance with Sections 7.B. and 7.C of Appendix A to DIR Contract No. DIR-SDD-1623

. Section 4: Support

Spillman shall support the Licensed Program in the manner specified in the "Computer Software End-User Support Agreement" between the parties (the "Support Agreement"). Licensee is required to maintain the Support Agreement in force as a condition to the license of the Licensed Program under this Agreement.

Section 5: Licensee Responsibilities

5.1 Licensee is responsible for selecting a Spillman Application Administrator who is qualified to operate the Licensed Program on Licensee's own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Spillman reserves the right to refuse assistance or to charge additional fees if the Spillman Application Administrator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

5.2 Other components (hardware and/or software) may be required for the use of the Licensed Program. Spillman assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed in writing.

5.3 Licensee is responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate.

5.4 Except as expressly agreed in writing, Spillman assumes no responsibility under this Agreement for converting Licensee's data files for use with the Licensed Program.

Section 6: Proprietary Protection and Restrictions

6.1 Spillman shall have sole and exclusive ownership of all rights, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets, copyrights and other intellectual property rights pertaining thereto), subject only to the rights and privileges expressly granted to Licensee herein by Spillman. The Licensed Program may also include software separately licensed to Spillman from third party licensors. Such third party software is sublicensed to Licensee and protected pursuant to the terms of this Agreement, and may be used only in conjunction with Spillman's Licensed Program. This Agreement does not provide Licensee with title or ownership of the Licensed Program or any component thereof, but only a limited license. Spillman and its licensors specifically reserve all rights not expressly granted to Licensee in this Agreement. Licensee must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

6.2 To the extent authorized by the Texas Public Information Act, Licensee may not allow any other agency, entity, or individual to use or have access to the Licensed Program in any manner other than inquire-only unless expressly authorized by Spillman. Except as specifically authorized by Spillman, queries may be conducted solely for Licensee's internal business purposes, and Licensee may not query the Licensed Program, or permit any third party to query the Licensed Program, for a third party's business purposes.

6.3 Licensee may not use, copy, modify, rent, share or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized in writing by Spillman. Licensee may not translate, modify, reverse assemble, reverse compile, or otherwise reverse engineer the Licensed Program.

6.4 To the extent authorized by the Texas Public Information Act, Licensee may not utilize or permit a third party to access or utilize any part of the Licensed Program (including the Utilities) in any manner that competes, directly or indirectly, with any product or service provided by Spillman. This includes, without limitation, using the Licensed Program (or its Utilities) to develop any software, interfaces or other products that compete with Spillman's products or services, or using interfaces or other products connecting to the database of the Licensed Program in connection with a third party's competing product.

6.5 No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized in writing by Spillman. Licensee may not install the Licensed Program in any other computer system or use it at any other location without Spillman's express authorization obtained in advance (which will not be unreasonably withheld).

6.6 To the extent authorized by the Texas Public Information Act, Licensee shall keep confidential all non-public information provided to Licensee by Spillman ("Confidential Information"), including the Licensed Program, future product plans, price lists, financial and business information, trade secrets, etc. To the extent authorized by the Texas Public Information Act, Licensee shall not use Confidential Information for any purpose other than the authorized purposes of this Agreement. To the extent authorized by the Texas Public Information Act, Licensee may disclose Confidential Information only to its employees who need to know such information, and who are bound to keep such information confidential. Licensee shall give Spillman's Confidential Information at least the same level of protection

as it gives its own confidential information of similar nature, but not less than a reasonable level of protection.

6.7 Licensee hereby authorizes Spillman to enter Licensee's premises in order to inspect the Licensed Program in any reasonable manner during regular business hours, with or without prior notice, to verify Licensee's compliance with the terms of this Agreement.

6.8 Licensee acknowledges that, in the event of Licensee's breach of any of the foregoing provisions, Spillman will not have an adequate remedy in money or damages. To the extent authorized by Texas Law and Constitution, Spillman shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction within the state courts of Travis County, Texas immediately upon request, without the necessity of posting bond, in addition to any other remedies that may be available at law or in equity.

Section 7: License to Utilities; Restrictions on Usage

7.1 Spillman provides certain software utilities and tools (collectively, the "Utilities") as part of the Licensed Program. Such Utilities include Spillman's XML Query, ODBC implementation code, ctperl, dbdump, and dbload as well as any other software utilities provided by Spillman in connection with the Licensed Program. Spillman may add, modify or remove Utilities from the Licensed Program during the term of this Agreement. The Utilities contain material that is proprietary to Spillman and/or its licensors, and may be used only as permitted by this Agreement.

7.2 Licensee is permitted to use the Utilities for read-only operations in connection with the authorized use of the Licensed Program, but may not allow third parties to use the Utilities unless an authorized official of Spillman consents in writing. Licensee is NOT permitted to utilize the Utilities or any other software tools to write to Spillman's database in any manner, due to the potential for data corruption and system slowdown or damage. Licensee also may not permit any third party to write to Spillman's database in any manner.

7.3 Spillman is NOT responsible for any breach of warranty, damages to the Licensed Program or its database, data corruption, support issues, security issues or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed in this Agreement (including any third party querying or writing to the database).

Section 8: Limited Warranty and Limitation of Liability; Indemnification

8.1 Spillman warrants, for Licensee's benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program as described in Spillman's Licensed Product Specification as of the date this Agreement is signed, and for a period thereafter of Fifteen (15) months for Summit.

This warranty is expressly conditioned on Licensee's observance of the operation, security, and data-control procedures set forth in the User's Manual included with the Licensed Program.

8.2 Spillman is not responsible for obsolescence of the Licensed Program that may result from changes in Licensee's requirements. The warranty in Section 8.1 shall apply only to the most current version of the Licensed Program issued by Spillman from time to time. Issuance of updates does not result in a renewal or extension of the warranty period. Spillman assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program. Spillman is not responsible for any problems or errors with the Licensed Program or Licensee's system resulting from use of the ctperl or dbload Utilities in any manner other than read-only. Licensee expressly acknowledges that any use of the "write" or "update" features of these Utilities may damage Licensee's database or cause other problems with its system.

8.3 As Licensee's exclusive remedy for any material defect in the Licensed Program for which Spillman is responsible, Spillman shall use reasonable efforts to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Spillman does not correct or cure such nonconformity or defect after Spillman has had a reasonable opportunity to do so, Licensee's exclusive remedy shall be the refund of the amount paid as the license fee for the defective or non-conforming module of the Licensed Program. Spillman shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if Licensee has made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if Licensee has not reported to Spillman the existence and nature of such nonconformity or defect promptly upon discover thereof.

8.4 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN AND ITS LICENSORS DISCLAIM ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, TITLE, NON-INFRINGEMENT, AND ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OR USE.

8.5 Limitation of Liability shall be in accordance with Section 9. K of DIR Contract No. DIR-SDD-1623.

8.6 IN NO EVENT SHALL SPILLMAN AND ITS LICENSORS BE LIABLE FOR ANY LOSS OF PROFITS; ANY INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES; OR ANY CLAIMS OR DEMANDS BROUGHT AGAINST LICENSEE BY THIRD PARTIES, EVEN IF SPILLMAN OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS OR DEMANDS. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

8.7 Infringement Indemnity shall be in accordance with Section 9.A.2. of Appendix A of DIR Contract No. DIR-SDD-1623. If a court or other legal authority finds that any part of the Licensed Program infringes a third party's intellectual property rights, or if Spillman believes that it infringes, Spillman will use reasonable efforts to obtain a license under the rights that have been infringed, to modify the Licensed Program so it is no longer infringing, or to provide to Licensee substitute software that is non-infringing; provided that if in Spillman's judgment such options are not

commercially reasonable, Spillman may terminate the license for the Licensed Program or the infringing portion thereof upon written notice to Licensee. Spillman will have no liability for infringement arising out of modification of the Licensed Program by any party other than Spillman, use of an outdated version of the Licensed Program, or the combination or use of the Licensed Program with any other software, hardware, equipment, product or process not furnished by Spillman, if use of the Licensed Program alone and in its current, unmodified form would not have been an infringement. Spillman is not liable for any infringement claims based upon third party software or hardware. .

Section 9: Term of Agreement; Termination

9.1 Licensee's license of the Licensed Program shall become effective upon the execution of this Agreement and shall continue perpetually unless otherwise terminated in accordance with Section 10.B of Appendix A of DIR Contract DIR-SDD-1623. This Agreement shall automatically terminate upon termination of the Support Agreement for any reason, including Licensee's failure to pay the required support fees.

9.2 Licensee may terminate this Agreement at any time upon written notice to Spillman, subject to any outstanding obligations and financial commitments of Licensee under the Purchase Agreement (e.g., Licensee's obligation to pay license fees is not rescinded by such termination).

9.3 Spillman may terminate this Agreement for Cause pursuant to Section 10. B. 4) of Appendix A to DIR Contract No. DIR-SDD-1623.

9.4 Upon termination of this Agreement, all rights granted to Licensee will terminate and revert to Spillman and/or its licensors. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of Licensee's possession or use of the Licensed Program, Licensee must return or destroy, as requested by Spillman, all copies of the Licensed Program in Licensee's possession (whether modified or unmodified), and all other Confidential Information and other materials pertaining to the Licensed Program (including all copies thereof). Licensee agrees to certify Licensee's compliance with such restriction upon Spillman's request. The terms of Sections 6, 7.3, 8.4, 8.5, 8.6, 8.7, 9.4, and 10 shall survive termination or expiration of this Agreement.

Section 10: Miscellaneous

10.1 DIR Contact No. DIR-SDD-1623, this Agreement, the Purchase Agreement and the Support Agreement (if applicable), together with their attachments, if any, constitute the complete agreement between the parties with respect to the Licensed Program and other subject matter hereof. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of each party. In the event of any conflict between DIR Contract No. DIR-SDD-1623 and this Agreement, the DIR Contract will control.

10.2 Assignments shall be in accordance with Section 4.D. of Appendix A of DIR Contact No. DIR-SDD-1623.

10.3 This Agreement will be governed by the laws of the state of Texas. . The parties hereby submit to the exclusive jurisdiction and venue of Travis County, Texas state courts with respect to any action between the parties relating to this Agreement. Nothing herein shall be construed to waive the sovereign immunity of the State of Texas.

10.4 Any waiver by either party of a default or obligation under this Agreement will be effective only if in writing. Such a waiver does not constitute a waiver of any subsequent breach or default. No failure to exercise any right or power under this Agreement or to insist on strict compliance by the other party will constitute a waiver of the right in the future to exercise such right or power or to insist on strict compliance.

10.5 Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed, or sent by commercial overnight delivery service with provisions for a receipt.

10.6 If any term of this Agreement is held to be invalid or void by any court or tribunal of competent jurisdiction, it shall be modified by such court or tribunal to the minimum extent necessary to make it valid and enforceable. If it cannot be so modified, it shall be severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

10.7 In the event export of the Licensed Program is expressly permitted by Spillman, Licensee may only export the Licensed Program (including any related materials) as authorized by U.S. law and any other applicable jurisdiction. In particular, the Licensed Program may not be exported into any country where such export is prohibited by law, regulation or governmental order.

SPILLMAN DESIRES THAT LICENSEE BE CONFIDENT THAT THE LICENSED PROGRAM WILL SUIT LICENSEE'S NEEDS. ALTHOUGH LICENSEE MUST MAKE THAT DETERMINATION, SPILLMAN IS PREPARED TO FULLY DISCUSS THE LICENSED PROGRAM WITH LICENSEE AND ANSWER QUESTIONS. BY EXECUTING THIS AGREEMENT, LICENSEE ACKNOWLEDGES THAT IT HAS BEEN GIVEN AN ADEQUATE OPPORTUNITY TO INVESTIGATE LICENSEE'S COMPUTER AND SOFTWARE NEEDS AND THAT BASED ON ITS EXAMINATION OF THE LICENSED PROGRAM, LICENSEE FINDS THE LICENSED PROGRAM TO BE SATISFACTORY.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

Section 11: Signatures

Accepted and Approved:

Licensee: _____
By: _____
Print Name: Ramón Garcia
Title: County Judge
Date: 11/23/10

Spillman Technologies, Inc.

By: _____
Print Name: **Lance Clark**
Title: **President**
Date: _____

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00185358

PO #

Date: 11/18/10

Regular
#24053
11/23/10

Bill To: x
x

Vendor : 385026
SPILLMAN TECHNOLOGIES, INC.
4625 W. LAKE PARK BLVD.
SALT LAKE CITY UT 84120
FAX (801)902-1210

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No: DIR-SDD-1623

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		CONTRACT DIR-SDD-1623		
		DO NOT DUPLICATE ORDER		
1.00	EACH	NEW SOFTWARE (RECORDS MANAGEMENT SYSTEM)	93,765.00	93,765.00
1.00	EACH	SERVICES (EQUIPMENT MAINTENANCE/MGMT/PERSONNEL AND TRAINING)	28,325.00	28,325.00
		Account No	Encumbrance	
		0-1100-421-00-280-001-0-320	28,325.00	
		0-1100-421-00-280-001-0-747	93,765.00	
			Freight	.00
			Total	122,090.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

24053
Agenda

Reg# 185358

spillman technologies, inc.
Reliable Innovation

4625 West Lake Park Blvd.
Salt Lake City, UT 84120
(801) 902-1200
fax (801) 902-1210

SALES QUOTE / PURCHASE AGREEMENT

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

Contact: Chief Anacleto Martinez

Phone:	956-383-8114
Agreement Preparation Date:	10/28/2010
Expiration Date:	12/31/2010
Operating System Server:	Windows
Quote Number:	2010-0344
Salesman:	Scot Woodbury
DIR Contract Number:	DIR-SDD-1623

This Sales Quote / Purchase Agreement ("Agreement") is made and entered into this _____ day of _____, 2010 by and between the Customer and Spillman Technologies, Inc. ("Spillman"), 4625 West Lake Park Blvd., Salt Lake City, UT 84120.

Section 1: Quote Summary

Spillman Records Management System (RMS)	$	93,765
Spillman Computer Aided Dispatch (CAD), Mobile and Investigations	$	455,342
Spillman Jail Management System (JMS) and Commissary Management	$	158,428
Professional Services	$	121,279

1100-4210-0280-0010747

Total Purchase Price $ 828,814

Approved and Accepted by:

I have read this Agreement in its entirety and hereby approve and accept the terms and conditions of this Agreement as contained herein.

Signature of Authorized Representative

Ramón García County Judge
Print Name of Authorized Representative

Title of Authorized Representative

11/23/10
Date

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Section 2: Spillman Software

Records Management System (RMS)	MSRP	DIR Discount	Price
Records Management System	$ 92,022	29.50%	$ 64,876
Law Records			
Traffic Information			
TX UCR			
Pawned Property			
Vehicle Impound			
Fleet Management			
Inventory Management			
Pin Mapping			
Civil Process	$ 18,837	29.50%	$ 13,280
Equipment Maintenance/Management	$ 7,896	29.50%	$ 5,567
Personnel and Training	$ 14,245	29.50%	$ 10,043

Spillman Software Total: $ 93,765

Computer Aided Dispatch (CAD), Mobile and Investigations	MSRP	DIR Discount	Price
Computer Aided Dispatch (CAD)	$ 51,269	29.50%	$ 36,145
CAD Mapping	$ 32,571	29.50%	$ 22,963
911 Interface	$ 11,879	29.50%	$ 8,375
Mobile Server	$ 30,000	24.50%	$ 22,650
Mobile Software (50 licenses purchase / 50 licenses free)	$ 75,000	24.50%	$ 56,625
Mobile RMS Queries			
Mobile TLETS/TCIC Queries			
Mobile Messenger			
Mobile AVL, Mapping and Quickest Route			
Mobile Voiceless CAD			
Automated Field Reporting (50 licenses purchase / 50 licenses free)	$ 71,100	24.50%	$ 53,681
Mobile Law Offense/Incident Form			
Field Interview Form - Law			
Electronic Citation Form			
Driver License Scanning Interface and Hardware			
Spillman Touch™ (Smartphone App)			
HUB (System Core)	$ 128,226	24.50%	$ 96,811
Spillman Reporting			
Warrants			
Centralized Master Tables (Name, Property, Vehicle)			
Integrated Involvements			
Training Database			
Message Center			
Geo-Base			
Racial Demographics			
Workflow Management			
Dissemination			
Sex Offender			
Gangs			
Arrests			
Integrated Line-ups			
Internal Affairs			
XML Query Server			
Open Database (ODBC) and Global Justice XML Data Model			
Database Licensing			
Photo Imaging			
File Attachments			
Statelink - TLETS/TCIC Interface	$ 28,210	29.50%	$ 19,888
Evidence Management / Bar Coding	$ 7,896	29.50%	$ 5,567
Compstat Dashboard	$ 33,000	29.50%	$ 23,265
Compstat Dashboard			
Main Dashboard			
Crime Dashboard			
Quality of Life Dashboard			
Traffic & Accidents Dashboard			
Compstat Dashboard Mapping			

Spillman Software Total: $ 455,342

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Jail Management Software (JMS)	MSRP	DIR Discount	Price
Jail Management	$ 164,836	29.50%	$ 116,209
Commissary Management	$ 59,885	29.50%	$ 42,219
Livescan AFIS Interface	$ 73,543	29.50%	no charge

Spillman Software Total: $ 158,428

Section 3: Spillman Professional Services

Phase 1 Services (Records Management System)	MSRP	DIR Discount	Price
Project Management	$ 6,502	19.50%	$ 5,234
Installation Services	$ 10,796	19.50%	$ 8,691
Training Services	$ 17,888	19.50%	$ 14,400
		Total Phase 1	**$ 28,325**

Phase 2 Services (Computer Aided Dispatch, Mobile & Investigations)	MSRP	DIR Discount	Price
Project Management	$ 7,606	19.50%	$ 6,123
Installation Services	$ 11,793	19.50%	$ 9,493
Training Services	$ 38,291	19.50%	$ 30,824
		Total Phase 2	**$ 46,440**

Phase 3 Services (Jail Management Software)	MSRP	DIR Discount	Price
Project Management	$ 7,619	19.50%	$ 6,133
Installation Services	$ 11,810	19.50%	$ 9,507
Training Services	$ 38,353	19.50%	$ 30,874
		Total Phase 3	**$ 46,514**

Spillman Professional Services Included

Installation and Implementation Management

-Pre Implementation Meeting
-Hardware Installation and Testing
-Software Installation and Testing
-Custom Programming
-Interface Installation and Testing
-Pre Implementation Meeting
-Dedicated project manager from contract signing through implementation, go-live.

Training

-Assistance in data entry standards and code tables
-Administrative assistance and system configuration assistance
-Onsite Gobies (Mapping) Training
-On Site Project Team Training
-On-Site End User Training (up to 16 attendees per class)
-On-Site Go-Live Assistance (4 weeks total)
-1 week of on-site SAA training & testing 3-6 months after go-live

Services Total: $ 121,279

TOTAL PURCHASE PRICE: $ 828,814

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Section 4: Maintenance

Second-year support and maintenance begins 15 months after go-live.

Estimated Second Year Maintenance	$ 136,640
1 week on-site refresher training each year	included
Upgrades and Enhancements	included
Unlimited Access to Standard Business Hour Support	included
My Spillman Customer Web portal	included
$1,500 Users Conference Credit	included

Section 5: Payment Terms

Below are outlined the payment terms for the Spillman Public Safety Software System. The Invoice Numbers, Dates and Cost are based on previously discussed monetary allocations as well as desired purchase timeline. These may be changed in the interest of both parties, subject further discussions between Hidalgo County and Spillman Technologies.

Invoice Number / Purchase Order	Estimated Delivery Date	Product Name	Items Included (See Section 2 "Spillman Software" for more detail)	Item	Total Cost
1	12/15/2010	Records Management System (RMS)	Records Management Civil Process Equipment Maintenance/Mgmt Personnel and Training	Software Services Total	$ 93,765 $ 28,325 $ 122,090
2	1/15/2011	Computer Aided Dispatch (CAD), Mobile & Investigations	CAD CAD Mapping 911 Interface Mobile Server Mobile Software Automated Field Reporting HUB (System Core) Statelink - TLETS/TCIC Evidence Management Compstat Dashboard	Software Services Total	$ 455,342 $ 46,440 $ 501,782
3	Go-Live 7/1/2011	Jail Management Software	Jail Management Commissary Management Livescan AFIS Interface	Software Services Total	$ 158,428 46,514 204,942
Total Purchase Cost					$ 828,814

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Section 6: Agreement Terms

1. This Agreement only covers the products and services listed herein.

2. Customer agrees to pay all invoices within thirty (30) days of invoice date.

3. Customer agrees to pay Spillman the Agreement Purchase Price according to the payment terms stated in Section 6. The Agreement Purchase Price is valid only through the expiration date indicated and only if all listed products and services are purchased as a complete package.

4. Customer is solely responsible for the payment of any and all taxes resulting from the acceptance of this Agreement and purchase of the products and services described herein.

5. When signed by an authorized Customer representative this Agreement serves as the Purchase Agreement between Customer and Spillman.

6. This Agreement is subject to all terms and conditions in the corresponding, valid Computer Software End-User License Agreement (the "License Agreement") and the related Maintenance Agreement between Customer and Spillman.

7. Any of the following events shall constitute a "default" under this Agreement:
   a. Customer's failure to pay Spillman any charges, costs, or other payment accruing herein, if such failure has not been corrected within ten (10) calendar days after Spillman has given Customer written notice of such failure; or
   b. Customer's failure to perform any other obligation set forth in this Agreement, including any act of repudiation or wrongful rejection of the product, if such failure has not been corrected within thirty (30) days after Spillman has given Customer written notice of such failure.

   c. Spillman's failure to perform any obligations set forth in this Agreement, if such failure has not been corrected within thirty (30) days after Customer has given Spillman written notice of such failure.

8. Upon occurrence of a default, the non-defaulting party may:
   a. Terminate this Agreement and invoke all rights the party possesses up to termination, including, in Spillman's case, repossession of the Product, and

   b. If Customer remains liable for any monetary obligations created under this Agreement, Spillman may accelerate and declare all obligations of Customer created under this Agreement to be immediately due and payable by Customer as a liquidated sum and proceed against Customer in any lawful way for satisfaction of such sum; and
   c. In addition to the forgoing, seek any other remedies that may be available at law or in equity.

9. Customer acknowledges that the monetary obligations of the Customer to Spillman under this Agreement constitute a commercial account. Customer shall pay, in addition to all other amounts owed to Spillman, interest calculated at one-and-one-half percent (1.5%) per month on all amounts that have not been paid to Spillman pursuant to the terms of this Agreement, or the highest rate permitted by law, whichever is less. Customer shall also be liable for all costs of collection, including reasonable attorney's fees whether or not a suit is instituted. Any delay or failure of either party in exercising any right hereunder, or any partial exercise thereof, shall not be deemed to constitute a waiver of any right granted hereunder or at law.

10. This Agreement constitutes the entire Purchase Agreement between the parties, with respect to the products and services listed herein, and no amendment to this Agreement shall be binding on either party unless such amendment is in writing and executed by authorized representatives of both parties. The parties understand that the License Agreement and the Support Agreement shall be considered with this Agreement as an integrated Agreement and is the complete and exclusive statement of the parties obligations and responsibilities, with respect to the products and services listed herein and therein, except as otherwise provided by law.

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Appendix E to DIR Contract No. DIR-SDD-1623

SPILLMAN®

COMPUTER SOFTWARE END-USER

SUPPORT AGREEMENT

11/1/2007

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This Support Agreement ("Agreement") is made and entered into by and between:

Spillman Technologies, Inc. ("Spillman")
4625 West Lake Park Blvd.
Salt Lake City, Utah 84120

and

Hidalgo County Sheriff
711 El Cibolo Road
Edinburg, Texas 78542

SPILLMAN'S SUPPORT OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL AN AUTHORIZED REPRESENTATIVE OF CUSTOMER HAS EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF SPILLMAN HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY CUSTOMER.

WHEREAS, Spillman and Customer entered into that certain DIR Contract No. DIR-SDD-1623 and Computer Software End-User License Agreement (the "License Agreement") under which Customer obtained a non-exclusive, nontransferable license to use certain computer software in object code form and related user documentation (the "Licensed Program", as further defined below) on certain terms and conditions;

WHEREAS, Spillman desires to offer Customer certain services with respect to the Licensed Program on the terms and conditions set forth herein:

NOW THEREFORE, in consideration of these recitals and the mutual obligations herein, the parties hereto, intending to be legally bound, hereby agree as follows:

Section 1: Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 **Coverage Hours.** The hours between 8:00 AM and 6:00 PM, Central Standard time, on the days Monday through Friday, excluding regularly scheduled holidays of Spillman

1.2 **Enhancement.** Any modification or addition that, when made or added to the Licensed Program, changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Spillman may designate Enhancements as minor or major, depending on Spillman's assessment of their value and of the function added to the preexisting Licensed Program.

1.3 **Error.** Any failure of the Licensed Program to conform in all material respects to its functional specifications as published from time to time by Spillman, subject to the exceptions set forth in Section 4.

1.4 **Error Correction.** Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity. Error Correction services are subject to the exceptions set forth in Section 4.

1.5 **Licensed Program.** One or more of the computer software components and/or software interfaces developed by Spillman, as identified in one or more Sales Quote/Purchase Agreements between the parties (the "Purchase Agreement"), and which is licensed to Customer pursuant to the License Agreement. The Licensed Program specifically excludes computer software not developed by Spillman, but that might be used in conjunction with the Spillman software; such as, word processors, spreadsheets, terminal emulators, etc. The Licensed Program includes certain "Utilities", as that term is defined in Section 7.1 of the License Agreement.

1.6 **Releases.** New versions of the Licensed Program, including all Error Corrections and Enhancements.

1.7 **Response Time.** Within six (6) Coverage Hours, from the time Customer first notifies Spillman of an Error until Spillman initiates work toward development of an Error Correction.

1.8 **Spillman Application Administrator.** An agent of Customer who has been certified on the Licensed Program by Spillman, pursuant to the procedures set forth in Section 6, and is able to communicate effectively with Spillman support personnel in the description and resolution of problems associated with the Licensed Program.

1.9 **Term.** An initial period of fifteen (15) months, commencing on the date this Agreement is signed. Thereafter, the Term may be extended upon 30 day advance written notice and Customer agreement for successive periods of one year each, unless and until terminated pursuant to Section 10 B of Appendix A of DIR Contract No. DIR-SDD-1623.. In no event, however, shall the Term extend beyond the term of the License Agreement.

Section 2: Eligibility For Support

2.1 Spillman's obligation to provide Services with respect to the Licensed Program may be terminated pursuant to Section 10.1 or suspended, at Spillman's discretion, if at any time during the term of this Agreement any of the following requirements are not met:

2.1.1 Customer must have a valid License Agreement for the Licensed Program in effect at all times;

2.1.2 The Licensed Program must be operated on a hardware platform approved by Spillman; and

2.1.3 Customer must be current and in compliance with the payment schedule as agreed in the Purchase Agreement.

2.2 Spillman may require Customer to appoint a new Spillman Application Administrator if Spillman determines that the acting Spillman Application Administrator does not have the training or experience necessary to communicate effectively with Spillman support personnel.

Section 3: Scope of Services

During the Agreement Term, Spillman shall render the following services in support of the Licensed Program, during Coverage Hours:

3.1 Spillman shall maintain a Support Services Control Center capable of receiving from the Spillman Application Administer, by telephone, reports of any software irregularities, and requests for assistance in use of the Licensed Program.

3.2 Spillman shall maintain a trained staff capable of rendering support services set forth in this Agreement.

3.3 Spillman shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Spillman in accordance with Spillman's standard reporting procedures. Spillman shall, after verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Spillman shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Spillman shall include the Error Correction in all subsequent Releases of the Licensed Program. Spillman supports two (2) versions back from the most recent release version. However, Spillman shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent release.

3.4 Spillman may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, minor Enhancements, and, in certain instances, if Spillman so elects, major Enhancements. Spillman reserves the right to require additional license fees for major Enhancements. Spillman shall provide Customer with one copy of each new Release, without additional charge. Spillman shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in Spillman's current Fee Schedule.

3.5 Spillman shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to in writing by Spillman and Customer.

Section 4: Services Not Covered by this Agreement

The services identified in this section are specifically **NOT** covered by this Agreement. Spillman strongly recommends that Customer secure a separate support agreement with third party vendors for all non-Spillman products. Spillman may, in its discretion, provide such services to Customer upon request, for an additional fee as the parties may agree in writing.

4.1 Support for any third party products including hardware, or support for hardware failure due to the use of any third party vendor products.

4.2 Any network failures or problems including, but not limited to, cabling, communication lines, routers, connectors, and network software.

4.3 Restoration and/or recovery of data files and/or the operating system.

4.4 Any breach of warranty, damages to the Licensed Program or its database, data corruption, or support issues, security issues, or performance issues arising out of Licensee's or a third party's use of the Utilities or any other software not specifically licensed by Spillman to Licensee for use in connection with the Licensed Program. Any assistance provided by Spillman in resolving such problems shall be charged to Customer on a time and materials basis. Additionally, any unauthorized use of the Utilities or other software in connection with the Licensed Program by Licensee (or by a third party with Licensee's knowledge) may result, at Spillman's sole option, in voidance of warranties, an increase in the annual maintenance and support fees under this Agreement, and/or loss of rights to upgrades under this Agreement. Customer acknowledges and agrees that it is not licensed to utilize the "write" or "update" features of the Utilities, as such use may damage the database or cause other problems with the operation of the Licensed Program.

4.5 Support for Licensed Program problems caused by Customer misuse, alteration or damage to the Licensed Program or Customer's combining or merging the Licensed Program with any hardware or software not supplied by or identified as compatible by Spillman, customizing of programs, accident, neglect, power surge or failure, lightning, operating environment not in conformance with the manufacturer's specifications (for electric power, air quality, humidity or temperature), or third party software or hardware malfunction.

4.6 Supporting, configuring, maintaining, or upgrading the operating system, including, but not limited to, backups, restores, fixes, and patches.

4.7 Assistance with problems caused by operating system installation, configuration, errors, maintenance or repair, or using incorrect versions of the operating system.

4.8 On-site service visits to Customer's facility.

4.9 Printers connected to the back of terminals/personal computers (commonly called pass-through printing) or network printers are not supported by Spillman.

Section 5: Obligations of Customer

5.1 Customers using the Spillman product must maintain and provide, at no cost to Spillman, access to a dedicated voice grade local telephone line, broadband internet connectivity for VPN connection purposes and a Cisco 1811 integrated services router and data set connected directly to customer's network, with full access to the server (24 hours per day, 7 days per week) that is used with the Licensed Program.

5.2 Customers must provide and maintain, at no cost to Spillman, a modem and data set connected directly to the server (the modem cannot be connected to a network) 24 hours per day, 7 days per week, used with the Licensed Program being maintained by Spillman hereunder and provide access to a dedicated voice grade local telephone.

5.3 A representative of Customer's IT department must be present when any on-site support is provided. Customer agrees that if such representative is not present when the Spillman representative arrives on site, the Spillman representative shall notify an appropriate representative of Customer, if feasible, that there is no Customer IT representative present. If Customer's IT representative does not arrive within a reasonable time, no work will be performed and Customer will be charged for all expenses incurred and relating to the visit.

5.4 All communications between Customer and Spillman must be in the English language.

5.5 Customer is responsible for providing one or more qualified Spillman Application Administrators as described in Section 6. At least one Spillman Application Administrator must be available at all times (however, after-hours availability is required only when and if Customer is requesting after-hours support from Spillman).

5.6 Customer is responsible for providing all network and server security.

5.7 Customer must provide Spillman with information sufficient for Spillman to duplicate the circumstances under which an Error in the Licensed Program became apparent.

Section 6: Spillman Application Administrator Requirements

6.1 The designated Spillman Application Administrator must be certified by Spillman within one year of the agency's go-live date of the Licensed Program. The designated administrator must meet the following requirements in order to certify at the basic level:

6.1.1 Attend and participate in, and successfully pass the final written and practical examinations from the following courses within one hundred twenty (120) days of installation of the Licensed Program:

i. System Introduction – Inquiry,
ii. System Introduction – Data Entry & Modification,
iii. Unix Fundamentals Training (AIX, or HP-UX),
iv. Basic System Administration, and
v. Spillman training applicable for the Spillman applications used by Customer.

6.1.2 Pass the Basic SAA exam within one year after the agency's go-live date.

6.2 Customer will be responsible for the costs of such training, including any course fees, travel and lodging expenses, subject to the limits on reimbursement in

compliance with the State of Texas Travel Regulations.

6.3 Contact information for the Spillman Application Administrators must be recorded in Appendix A of this Agreement. Appendix A must be signed by an authorized representative of Customer. Changes to the information recorded in Appendix A will require that a new Appendix A be completed, signed and filed with Spillman.

6.4 Requests for support services received by anyone other than a Spillman Application Administrator as identified in the current Appendix A on file with Spillman, will be refused.

6.5 Each designated Spillman Application Administrator must be qualified to address, or have other support resources to address, without the aid of Spillman, all problems relating to hardware, software or operating system not directly associated with the Licensed Program.

Section 7: Fees and Charges

7.1 Pricing shall be in accordance with Section 4B of DIR Contract No. DIR-SDD-1623. Customer shall pay Spillman the Support Fee, as set forth in the Purchase Agreement, and any other charges or fees described herein. Spillman reserves the right to change its Support Fee, effective upon no less than 90 days prior written notice to Customer. Second-year level support fees, as referenced in the Purchase Agreement between Spillman and Customer, are charged beginning 15 months after the execution of the Purchase Agreement, regardless of date on which Customer's actual use of the Licensed Program began, except to the extent any delay in such use is due to the fault of Spillman. Additionally, adjustments to Support Fees may result from changes in (1) software prices, (2) number of software modules used, (3) an increase in Customer's size (as further described in Section 7.6) , (4) computer hardware, (5) Coverage Hours selected by Customer, or (6) violation of the restrictions set forth in Section 4.4 of this Agreement.

7.2 Spillman shall invoice Customer for annual Support Fees at the beginning of each contract year. In the event that additional billable work is performed, all billable charges and expenses will be invoiced to Customer at the beginning of the month following the month in which they accrued or were incurred. Payment shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623.

7.3 Customer shall be responsible for and agrees to pay the fees and charges incurred for procuring, installing, and maintaining all equipment, telephone lines, modems, communications interfaces, networks and other products necessary to operate the Licensed Software.

7.4 Customer agrees to pay additional charges according to the Spillman Fee Schedule for all work required by Customer and performed outside of Coverage Hours. These charges are applicable for any work performed outside of the Coverage Hours, REGARDLESS OF THE CAUSE, even if the requested work was reported and/or initiated during normal Coverage Hours.

7.5 Should Customer request onsite support services, Customer shall reimburse Spillman for all labor and travel incurred by Spillman in providing such support services. Travel reimbursement shall be in accordance with Section 4G of DIR Contract No. DIR-SDD-1623.

7.6 Additional Support Fees are also due if there is a significant increase in Customer's size with respect to use of the Licensed Program. An increase in size may arise either out of Customer's internal growth or out of a Host Agency/Shared Agency arrangement as described in Section 2.5 and Attachment A of the License Agreement. Relevant factors include number of employees, number of dispatchers and/or number of jail beds. Payment of such additional Support Fees shall be in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-1623 . Such fees will be prorated, based upon when during the contract year the increase in Customer's size occurred.

Section 8: Proprietary Rights

8.1 All Releases and any other Spillman software or materials provided by Spillman to Customer hereunder shall be deemed part of the Licensed Program and are licensed to Customer pursuant to the terms and conditions of the License Agreement.

8.2 The Licensed Program and all Releases thereto are and shall remain the sole property of Spillman, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Spillman for the use of the work product. Customer agrees, from time to time, to take such further action and execute any further instrument, including documents of assignment or acknowledgment, as may be reasonably requested by Spillman in order to establish and perfect its exclusive ownership rights. Customer shall not assert any right, title, or interest in such works, except for the non-exclusive right of use granted to Customer at the time of its delivery or on-site development. Customer agrees to provide Spillman with copies of such works upon request.

Section 9: Disclaimer of Warranty & Limitation of Liability

9.1 EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SPILLMAN DISCLAIMS ANY AND ALL WARRANTIES CONCERNING THE LICENSED PROGRAM, RELEASES, AND THE SERVICES TO BE RENDERED HEREUNDER, WHETHER EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9.2 Limitation of Liability shall be in accordance with Section 9K of Appendix A, DIR Contract No. DIR-SDD-1623.

9.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than four (4) years after such cause of action occurred.

AI-23993 **20.G.2.**

Architectural Services for an Additional Administration Building
CC REGULAR

Date: 11/22/2010
Submitted By: Nielda Cavazos, PURCHASING DEPT.
Submitted For: Nielda Cavazos
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Co. Wide

Information

CAPTION

a. Presentation of the approved Hidalgo County Professional Pool of Architects for the purpose of nominating at least three firms (in order to score, evaluate, rank, negotiate and engage an architect) in connection with the design and construction of an additional administration building to house various county elected offices, departments, programs or agencies including, but not limited to, those currently occupying the leased building known as the Mediplex; or, in the alternative,

b. Authority to advertise a Request for Qualifications as a project specific engagement for the design and construction of an additional admininstration building to house various elected offices, departments, programs and agencies including, but not limited to, those currently occupying the leased building known as Mediplex.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1342-419-40-220-044-0-720
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
CO2010A&B-MEDIPLEX-BUILDINGS
Available funds as of 11/17/2010.

Attachments

Link: Pool
Link: Pool
Link: Email

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	11/16/2010 04:57 PM	APRV
2	Budget & Management	Erika Zamora	11/17/2010 09:59 AM	APRV
3	Rosalinda Cantu	Sylvia Solis	11/17/2010 04:03 PM	APRV
4	Auditor's Office		11/19/2010 07:59 AM	NEW

Form Started By: Nielda Cavazos

Started On: 11/16/2010 03:24 PM

Final Approval Date: 11/19/2010

HIDALGO COUNTY PURCHASING DEPARTMENT														
RFQ-REFERRAL POOL														
DESCRIPTION OF RFQ: "ARCHITECTURAL SERVICES-HIDALGO COUNTY"												RFQ NO: 2010-015-01-13-MEG		
RFQ ACCEPTANCE DATE: JANUARY 13, 2010												ACCPETANCE OPENING TIME: 9:30 A.M.		
PRE-QUALIFIED POOL ROSTER EFFECTIVE PERIOD: FEBRUARY 10, 2010 THROUGH FEBRUARY 9, 2011														
AREA OF SPECIALIZATION														
RFQ #	NAME OF COMPANY	Design and Construction of Multi-level Parking structures	Pre-Design Services	Space Planning	Needs Assessment	ADA Compliance	Code Analysis	Master Planning	Design for New Construction	Design for Alterations/Renovations	Interior Design	Programming	Forensic Studies	Cost Estimating	Other
#1	**Negrete & Kolar** 204 E. Stubbs St. Edinburg, TX 78539 (956) 386-0611 Fax: (956) 386-0613 dnegrete@nekoarch.com CC:mdtrotter@nekoarch.com cwilson@nekoarch.com	✖	✖	✖	✖		✖	✖	✖	✖	✖	✖		✖	
#2	**Dannenbaum Engineering Company** 3100 W. Alabama St. Houston, Texas 77098 P 713-520-9570 C 281-513-5289 F 713-527-6338 suzie.crumpler@dannenbaum.com Cynthia.luera@dannenbaum.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#3	**Tag International** 3160 Beecaves Suite 200 Austin, Texas 78746 (512) 328-1010 bruce.jackson@tagae.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	
#4	**Polkinghorn Group Arthitects** 248 Addie Roy Road, Suite B-301 Austin, TX 78746 512-327-4404 renitaw@pgarchitects.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖		
#5	**GIGNAC & Associates, LLP** 222 E. Van Buren, Ste. 102 Harlingen, TX 78550 Attn: Raymond Gignac, Principal (956) 365-4820 Fax: (956) 365-4821 rgignac@gignac-associates.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖		✖	

#6	**Milnet Architectural Services** 608 S. 12th Street McAllen, TX 78501 Attn: Rodolfo R. Molina Jr., AIA, Principal (956) 688-5656 Fax: (956) 687-9289 milnet@swbell.net		✖	✖	✖	✖	✖		✖	✖		✖	✖		
#7	**Megamorphosis/T. Howard & Associates** 1409 N. Stuart Place Rd Ste D Harlingen, Texas 78552 p 956-428-1779 f 956-425-5886 mega@megamorphosisdesign.net			✖	✖	✖	✖		✖	✖	✖				
#8	**Rike Ogden Figueroa** 1007 Walnut Avenue McAllen, Texas 78501 p 956-686-7771 f 956-687-3433 luis@rofainc.com		✖	✖	✖	✖			✖	✖	✖				✖
#9	**ERO International, LLP** 300 South 8th Street Mc Allen, TX 78501 Attn: Eli R. Ochoa, PE, AIA (956) 661-0400 Fax: (956) 661-0401 eochoa@eroarchitects.com WEB: www.eroarchitects.com	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖
#10	**V-A ARCHITECTS** **Reynaldo Vargas, Architect, Inc.** 2029 Industrial Drive Mc Allen, TX 78504 Attn: Reynaldo Vargas, AIA, Architect/President (956) 631-2242 Fax: (956) 686-7916 **v-aarchitecture@att.net**	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖	✖
#11	**AMTECH Building Sciences, Inc.** 2403 N. 10th St. Suite B-PMB 220 McAllen, TX 78501 (956) 686-7070 Fax: (956) 686-2233 mida@architectos.com	✖	✖		✖		✖		✖	✖			✖		
#12	**Gomez Mendez Saenz, Inc.** 1150 Paredes Line Road Brownsville, TX 78521 Attn: Rudy V. Gomez, AIA, AICP, President Ph.: (956) 546-0110 Fax: (956) 546-0196 **rudyg.gms@bizrgv.rr.com** **susana.gms@bizrgv.rr.com**		✖	✖	✖	✖	✖	✖		✖	✖	✖	✖	✖	✖
#13	**Mata-Villarreal-Garcia Design LLP** 1314 W Ivy Ave. Mc Allen, TX 78501 (956) 631-1945 Fax: (956) 631-1968 fwhite@mvgdesign.us			✖	✖	✖		✖		✖	✖	✖	✖		

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Nielda Cavazos

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 4:20 PM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: FW: 2010 Approved Pool of Architects List
Attachments: 2010-015 -POOL OF ARCHITECTS.PDF; 2010-015A -EXPANSION OF POOL ARCHITECTS.pdf

Importance: High

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 3:44 PM
To: 'paguilar@ramongarcia-law.com'; 'joel.quintanilla@co.hidalgo.tx.us'; 'The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2'; 'The Honorable Jose M. Flores, Commissioner, Hidalgo County Precinct No. 3'; 'Oscar Garza'
Cc: 'Erika G Reyna'; 'eduardo.gonzalez@co.hidalgo.tx.us'; 'Humberto Garza'; 'yoli'; 'mingo.villarreal@co.hidalgo.tx.us'; 'mona.parras@co.hidalgo.tx.us'; 'joseph.palacios@co.hidalgo.tx.us'
Subject: FW: 2010 Approved Pool of Architects List
Importance: High

Members of Commissioner's Court:
As directed today at CC, attached for your review and file information, are the two (2) lists that compose the approved "Pool" of architects for Hidalgo County. Each firm is identified with the disciplines that they provide. An agenda item will be on the next CC meeting scheduled for Monday, November 22, 2010 which will detail options for engagement of a firm. If you require any further information or assistance regarding this matter, please do not hesitate to contact us.
Yours truly,
Marty Salazar

From: Moises Salazar [mailto:moises.salazar@co.hidalgo.tx.us]
Sent: Tuesday, November 16, 2010 3:21 PM
To: 'Martha Salazar'
Subject: 2010 Approved Pool of Architects List

As per your request, attached you will find the current Pool of Architects.

From the desk of:
Moises Salazar, Buyer II
Hidalgo County Purchasing Department
(956) 292-7000 Ext. 4863
(956) 292-7612 Fax
moises.salazar@co.hidalgo.tx.us