



election were the day originally fixed in the Lease for its expiration.

### **Lessor's Warranty of Quiet Enjoyment**

1.3 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

## **ARTICLE 2. RENT**

### **Base Rent**

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental equal to **\$2,940.00** per month. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

### **Time and Manner of Payment**

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1<sup>st</sup> business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at **260 S. Texas Blvd., Suite 400, Weslaco, Texas 78596** or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of

the term hereof shall be prorated on the basis of a thirty day month.

#### **Taxes**

2.4 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

### **ARTICLE 3. USE OF PREMISES**

#### **Permitted Use**

3.1 Lessee may use the premises for office space and for any other lawful purpose.

#### **Waste, Nuisance, or Illegal Use**

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute, ordinance, rule or regulation applicable to the premises or for any illegal purpose.

### **ARTICLE 4. REPAIRS AND MAINTENANCE**

#### **Lessee's Duty to Repair**

4.1 Lessee shall be responsible for providing general janitorial service. Lessee shall be responsible for all repairs and maintenance in connection with damage to the Premises, and damage to fixtures and improvements resulting from negligent or willful acts of the Lessee, or the Lessee's employees, agents, licensees or invitees. In addition, Lessee shall repair all injury caused by the installation or removal of furniture, fixtures or property permitted under this Lease to be removed from the Leased Premises. All such repairs shall be made in a good, workmanlike manner using high quality materials.

#### **Lessor's Duties to Repair**

4.2 Lessor shall maintain the foundation, roof, plumbing, heating, ventilation and

air conditioning systems (“HVAC”) and structural integrity of the Leased Premises and shall make all such necessary repairs to the foundation, roof, plumbing, HVAC and structural integrity of the Leased Premises, except that Lessee shall make those repairs occasioned by Lessee’s negligent use of the Leased Premises.

#### **Additional Duties of Lessor**

4.3 Lessor shall construct, repair and maintain the Leased Premises so that the Premises will have:

- (1) Effective waterproofing and weather protection of the contents of the Leased Premises by watertight roof, exterior walls, windows, and doors.
- (2) Plumbing facilities that conform to applicable law, maintained in good working order.
- (3) A water supply approved under applicable law that is under the control of Lessee, capable of producing hot and cold running water, or a system that is under the control of Lessor that produces hot and cold u\running water furnished to Lessee and connected to a sewage disposal system conforming to applicable law.
- (4) Heating, ventilation and air conditioning facilities conforming to applicable law which are more than adequate to heat, ventilate and air condition the improvements on the Leased Premises, and are maintained in good working order.
- (5) Electrical lighting, with wiring and electrical equipment that conform to

applicable law, maintained in good working order.

- (6) Building, grounds, and appurtenances in every part clean, sanitary, and free from all accumulations of debris, and all areas under control of Lessor kept in every part clean, sanitary, and free from all accumulations of debris.
- (7) Floor, stairways, and railings maintained in good repair.

### **Lessee's Right to Repair for Lessor**

4.4 (a) If after Lessee's notice to Lessor of repairs or maintenance which Lessor has a duty to undertake, Lessor neglects to make such repairs within reasonable time following written notice from Lessee, Lessee may make the repairs itself. In such a case, Lessee may deduct the expenses of the repairs from further payment of rent.

(b) For purposes of this Section 4.4, if Lessor make repairs at least fifteen (15) days following the date of Lessee's notice to Lessor, it will be presumed to have act in a reasonable time.

## **ARTICLE 5. UTILITIES**

### **Utility Charges**

Lessee shall pay all utility charges used in and about the Leased Premises during the term of this Lease, all such charges to be paid by Lessee directly to the utility company or municipality furnishing the same, before the same shall become delinquent.

## **ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS**

### **Consent of Lessor**

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased

Premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

### **Property of Lessor**

6.2 All alterations, additions, or improvements made by Lessee shall become the property of Lessor at the termination of this Lease. Lessor may, however, require that Lessee remove any or all alterations, additions, and improvements installed or made by Lessee, and any other property placed on the Premises by Lessee, upon termination of the Lease. In the event that Lessor requires Lessee to remove such alterations, additions, or improvements, Lessee shall repair any damage to the Premises caused by such removal.

## **ARTICLE 7. SIGNS**

### **Signs**

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

## **ARTICLE 8. MECHANIC'S LIEN**

Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor Lessee, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall

be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

## **ARTICLE 9. INSURANCE AND INDEMNITY**

### **Property Insurance**

9.1 Lessor shall, at its own expense, during the term of this Lease, keep all buildings and improvements on the Leased Premises insured against loss or damage by fire with extended coverage to include direct loss by windstorm, hail, explosion, riot, or riot attending a strike, civil commotion, aircraft, vehicles, and smoke, in the aggregate amounts of not less than the full fair insurable value of the buildings and improvements. The insurance is to be carried by one or more insurance companies licensed to do business in Texas and approved by Lessee. The policies shall provide that any proceeds for loss or damage to buildings or to improvements shall be payable solely to Lessor, which sum Lessor shall use for repair and restoration purposes as provided herein. Lessee shall maintain all insurance on Lessee's personal property located within the Leased Premises and Lessee covenants and agrees that Lessor shall have no responsibility for damage or destruction of Lessee's personal property located within the Leased Premises.

### **General Liability Insurance**

9.2 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessor. Prior to occupancy of the Premises, Lessee shall provide Lessor with evidence of such insurance

### **Remedy for Failure to Provide Insurance**

9.3 Lessor shall furnish Lessee with the original of all insurance policies required by this Article. If Lessor does not provide such policies or proof of such insurance within ten (10) days of the

execution of this Lease, or if Lessor allows any insurance required under this Article to lapse after receipt of notice of cancellation or of non-renewal, or if Lessor fails to deliver proof of insurance showing coverage to Lessee prior to the effective date of such insurance and the original insurance policy within thirty (30) days thereafter, such failure shall be a default of Lessor under this Lease; or Lessee may, but shall not be required, to take out such insurance and pay the premiums on the necessary insurance to comply with Lessor's obligations under the provisions of this Article. Lessor agrees to reimburse Lessee all amounts spent by Lessee to procure and maintain such insurance within fifteen (15) days after demand from Lessor. Failure to pay such amount when due shall be a default of Lessor under this Lease.

## **ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES**

### **Notice to Lessor**

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

### **Total Destruction**

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if it should be so damaged that rebuilding or repairs can not reasonably be completed within thirty (30) working Days from the date of the occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

### **Partial Damage or Destruction**

10.3 If the Leased Premises should be damaged by fire, tornado, or other casualty, but not to such an extent that rebuilding or repairs can not reasonably be completed within thirty (30) working days from the date of the occurrence of the damage, this Lease shall not terminate, but Lessor shall, if the casualty has occurred prior to the final twelve (12) months of the lease term, at Lessor's sole cost and risk proceed forthwith to rebuild or repair the Leased Premises to substantially the condition in which they existed prior to such damage. If the casualty occurs during the final twelve (12) months of the lease term, Lessor shall not be required to rebuild or repair such damage and this Lease shall terminate and rent shall be abated for the unexpired portion of the Lease, effective as of the date of said occurrence. If the Leased Premises are to be rebuilt or repaired and are untenable in whole or in part following such damage, the rent payable hereunder during the period in which they are untenable shall be adjusted equitably. In the working days from the date of the occurrence of the damage, Lessee may at its option terminate this Lease by written notification as such time to Lessor, whereon all rights and obligations hereunder shall cease.

## **ARTICLE 11. CONDEMNATION**

### **Total Condemnation**

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the Premises by the condemning authority.

### **Partial Condemnation**

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any

public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

### **Condemnation Award**

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

## **ARTICLE 12. DEFAULT**

### **Default by Lessee**

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the

Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be at a commercially reasonable rate which is less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relating, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

#### **Default by Lessor**

12.2 If Lessor defaults in the performance of any terms, covenants, or conditions required to be performed by it under this Lease, in addition to other remedies afforded Lessee under this Lease or at law, Lessee may, following reasonable Notice to and opportunity to cure by Lessor, elect to vacate the Premises, in which case it shall be discharged from further payment of rent, the performance of all other terms and conditions of this Lease, and this Lease shall terminate as of the date Lessee vacates the Premises and any rental shall be abated for the unexpired term of this Lease.

#### **Cumulative Remedies**

12.3 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and enforced concurrently and whenever, and as often, as occasion for their exercise arises.

#### **Waiver of Breach**

12.4 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

## **ARTICLE 13. ASSIGNMENT AND SUBLETTING**

### **Assignment and Subletting by Lessee**

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublease must assume all of Lessee's obligations under this Lease, in which event Lessee shall be released from its obligations under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

### **Assignment by Lessor**

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

## **ARTICLE 14. MISCELLANEOUS**

### **Notices and Addresses**

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:

Siesta Village Inc. dba Villa de Cortez  
Attn: Margo Sunderland, Manager  
260 S. Texas Blvd., Suite 400  
Weslaco, Texas 78596

Lessee:

County of Hidalgo  
Attn: County Judge  
100 E. Cano, 2<sup>nd</sup> Floor  
Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

#### **Parties Bound**

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

#### **Texas Law to Apply**

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

#### **Legal Construction**

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

#### **Prior Agreements Superseded**

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

#### **Amendment**

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

#### **Rights and Remedies Cumulative**

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

#### **Attorneys' Fees and Costs**

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

### **Force Majeure**

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

### **Real Estate Commission and Finder's Fees**

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

### **Estoppel Information**

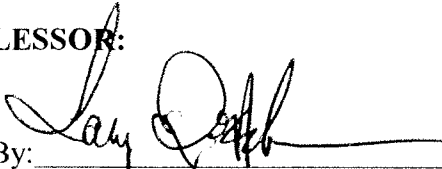
14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

### **Time of Essence**

14.12 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the \_\_\_\_\_ day of \_\_\_\_\_, 2008.

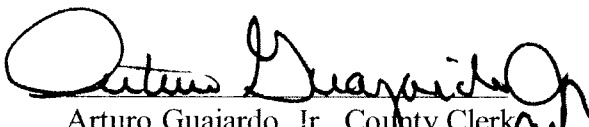
**LESSOR:**

By: 

Printed Name:


Title:

**ATTEST:**

  
Arturo Guajardo, Jr., County Clerk

**LESSEE:**


**HIDALGO COUNTY, TEXAS**

By:   
Rene A. Ramirez, County Judge

Approved on Commissioners' Court 1/19/10

**APPROVED AS TO FORM**

Atlas & Hall, L.L.P.

By: 

# **EXHIBIT “A”**

## **DESCRIPTION OF PROPERTY**

Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 South International Boulevard, (FM 1015), Weslaco, Hidalgo County, Texas.

**EXHIBIT A**  
**HIDALGO COUNTY**  
**“LEASE OFFICE SPACE to HOUSE DPS- CITY OF WESLACO”**  
**BID NO: 2010-028-01-13-MEG**

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13. Break Room for refrigerator, microwave, table and chairs.
14. Security Lighting must be provided on the outside and inside of the proposed building and approved by Hidalgo County (DPS) Department.
15. The building must have one (1) entrance and one (1) exist.
16. An existing building must be ready for occupancy with all specifications/requirements completed and in compliance with the (ADA), American with Disabilities Act within ninety (90) days from the date of the awarding of the bid or the award will become null.
17. The building must meet all ADA accessibility requirements for all entrances, restrooms, and shall be fully handicap accessible for all parking areas.
18. Bid premises must have designated public restrooms that are handicap accessible for both men and women. Separate restroom facility for employees, also must be handicap accessible for men and women.
19. The building should be well insulated with an ERA rating of minimum of eleven (11).
20. Bidder will maintain liability insurance on the building plus insure building for fire, accident and natural disaster, Also, bidder shall maintain liability insurance on the premises, as described and listed in: Insurance Requirements: **See Exhibit “C” attached.**
21. Certificates of insurance shall be submitted to Hidalgo County Purchasing Department for approval prior to lease services being performed by Lessor hereunder.
22. Bid premises must have water, sewer, (natural gas if applicable) and electricity, central air and heating of the entire building, including garbage pick up.
23. Lessor will be responsible for electrical, air and cooling maintenance, also by keeping entire building free of mold at all times.
24. It is the Lessor's responsibility to have an **Air Test** on a yearly basis while contract is on going with the County and Lessor **must** provide test results to the Purchasing Department.
25. Hidalgo County reserves the right to have the building inspected on an as needed basis in as much as to ensure that building is meeting up to standard requirements while contract is on going with the County.
26. Any and all repairs will be done on a timely manner as prioritized by Department of Public Safety (DPS) Office.
27. Building shall be safe from rodents and insects prior to occupancy by the Weslaco DPS and it will be the Lessor's responsibility for the expense for pest control throughout the term of this contract.

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**SCOPE OF SERVICES:**

The proposed building should be in good working habitable condition and must consist of designated rooms or areas for conducting of the following functions as follows:

**Instructions to bidders:**

These instructions apply to all offers made to Hidalgo County (herein referred to as ACounty@) by all prospective vendors (herein after referred to as ABidders@).

**SPECIFICATIONS/ REQUIREMENTS**

1. The proposed office building must provide a minimum of 2050 square feet to a maximum of 4,000 square feet.
2. Bidder shall charge by the square foot. The bid should reflect the actual square feet of the building being proposed.
3. Adequate parking spaces for the general public, with ten (10) designated parking spaces for staff vehicles, which two (2) will be handicap spaces, one (1) handicap van accessible, for a total of 15 parking spaces.
4. Two (2) Large Squad Rooms, approximately 30'x30 for Twelve (12) Patrol Troopers and 6 CVE Troopers, to accommodate desks, filing cabinets and other office equipment, furniture required to run the DPS Office efficiently.
5. An office for six (6) Commercial Vehicle Enforcement Troopers, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
6. An office (14'x14') for Highway Patrol Supervisor, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
7. Receptionist area to accommodate copier, computer hutch, filing cabinets, fax machine, and other office equipment and furniture required to run the DPS Office efficiently. Adequate seating area for the general public with accessibility of a water fountain for public use in the receptionist area.
8. An office (12'x12') for DPS Secretary, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
9. An office (12'x12') for MCB-CR Investigator, to accommodate desks, filing cabinets and other office equipment and furniture required to run the DPS Office efficiently.
10. Adequate storage space for janitorial, office and other equipment supplies.
11. A Computer Room (14'x14') for two (2) computers and two (2) desks, and other office equipment and furniture required to run the DPS Office efficiently.
12. A Debriefing/Meeting Conference Room (20'x20') required to run the DPS Office efficiently.

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28. Bid premises shall be in good working conditions and be handicap accessible to provide services to the general public. The bid premises shall have adequate air conditioning and heating available. Maintenance of air conditioning and heating shall be the responsibility of the Lessor and it is the lessor's responsibility to have air quality maintained so as to ensure that the building is mold free. It is the Lessor's responsibility to have an Air Test on a yearly basis while contract is on going with the County and Lessor must provide test results to the Purchasing Department.
29. If any renovations to the office building that are necessary in order to comply with the specifications mentioned herein said renovations will be made by the Bidder. The renovations shall be completed and constructed according to the floor plan, diagram, or scheme acceptable to the Commissioner's Court designee (s) Point. All remodeling or renovations shall be completed within one hundred twenty (120) days after the date of bid award. If completion date is not met, the agreement will be expired.
30. Bidder must provide the legal description of the property along with your bid and include a proposed "FLOOR PLAN LAYOUT" of you facility.
31. The award of the bid will be evidenced by a written lease agreement in a form acceptable to Weslaco DPS. A copy of the required lease is included as a draft in this bid package and is subject to change depending on the type of award made by Commissioner's Court (i.e. Lease Agreement or Lease Purchase Agreement;)
32. Building should be equipped with fire extinguishers for each department or amount required by the City Fire Code under federal, state, local and building codes and regulations. Floor area exits or exit access doorways must comply with the City Fire Code under federal, state and local building codes and regulations.
33. Prior to occupancy or commencement of the lease agreement and every year afterward for the duration of the contract, the Bidder must provide acceptable indoor air quality. The quality of the air in and occupied enclosed space that is within an established temperature and comfort zone and which does not contain air contaminants in sufficient concentration to produce a negative impact on the health and comfort of the occupants. Must be present at all times. Established temperature and relative humidity comfort zones are defined as:
  - Temperatures must be maintained between 68 and 76 degrees Fahrenheit depending on the season (winter 68-73; summer 73-76); relative humidity levels must be maintained between 30% and 55%, with the humidity level not less than 30% and not to exceed 55%.
  - Hidalgo County reserves the right to review the Indoor Quality Test results.
34. Public Buildings must be free of environmental hazards such as (i.e., mold, lead, asbestos, mold spores, fungi, yeast, etc.). Please provide information that the building proposed is free for environmental hazardous materials, any toxic substance as defined under Federal, State law and local regulations.

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**BID NO: 2010-028-01-13-MEG**

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35. HVAC Systems must be cleaned and inspected prior to occupancy by County and on an annual basis at the Bidder's expense.
36. Hidalgo County requires a third party inspection, at Bidder's expense, with accompanying report of a property condition report/assessment of building (i.e. roof, plumbing, HVAC, electrical, etc.) no older than ninety (90) days from the date of bid submittal;
37. Any and all repairs will be done on a timely manner as prioritized by Department Of Public Safety (DPS) Office.
38. Hidalgo County shall require and must have permission to install phone lines, audio, video and/or data cabling in the facility if necessary, and will be able to remove any/all installations done by the county at the end of the lease if the County wishes to do so.

**TERMS & CONDITIONS**

1. Term of contract shall be for a period of one (1) year with the County's option to renew for an additional (2) one year term under the same terms and conditions. During initial lease term, or renewal term contract will have a thirty (30) day termination/cancellation clause.
2. Any contract awarded to a successful bidder will be in effect until
  - (a) the contract expires
  - (b) delivery and acceptance of products and/or performance of service ordered, or
  - (c) Terminated by County with sixty (60) day's written notice prior to cancellation.
3. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid/ contract
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.
5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.
6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
7. All cost and expenses associated with the preparation and submission of bids, proposals and/or quotes shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.
8. The successful bidder will indemnify and hold harmless the County, and its officers, officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.
9. Hidalgo County has the authority to utilize State Contracts from its membership with their

**EXHIBIT A**  
**HIDALGO COUNTY**  
**“LEASE OFFICE SPACE to HOUSE DPS- CITY OF WESLACO”**  
**BID NO: 2010-028-01-13-MEG**

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existing or new cooperatives when ever it is in the County’s best interest to do so.

**Market Volatility and Unit Price Adjustments:**

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
  - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier’s advisory or notification to the vendor of the price changes.
  - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
  - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
  - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier’s notice.
  - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.
  
- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor’s costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
  
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the

**EXHIBIT A**  
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Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

10. All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.
11. Further information required for this project can be addressed to, Elena Gomez, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**
12. **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, January 06, date, 2010 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **FRIDAY, January 08, 2010 by 5:00 P.M.**

**EXHIBIT B**

**BID PAGE**

**HIDALGO COUNTY**  
**"LEASE OFFICE SPACE FOR DEPARTMENT OF PUBLIC SAFETY (DPS)**  
**IN THE CITY OF WESLACO"**  
**BID NO.: 2010-028-01-13-MEG**

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**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.

|   |                                      |
|---|--------------------------------------|
| <b>LOCATION/ADDRESS OF PROPOSED BUILDING:</b> <u>2810 &amp; 2812 South International Blvd., Weslaco, TX 78596</u>   |                                      |
| <b>LEGAL DESCRIPTION:</b> <u>Building is located at the South 35 feet of Lot 6, and the North 65 feet of Lot 5, Block 1, Siesta Village #1, 2810-12812 S. International Blvd., (FM 1015), Weslaco, Hidalgo County, Texas.</u> |                                      |
| <b>PROPOSED AMT OF SQUARE FEET</b>  | <u>3920 sq. ft. (.75c per sq.ft)</u> |
| <b>MONTHLY RENTAL</b>   | <u>\$2,940.00</u>                    |

**BIDDER/COMPANY NAME:** Siesta Village Inc. dba Villa de Cortez

**ADDRESS:** 260 S. Texas Blvd., Suite 400

**CITY/STATE/ZIP CODE:** Weslaco, TX 78596

**PHONE & FAX NO.'S:** (956) 969-3100 / fax (56) 447-9912

**CELLULAR NO.'S:** Margo Sunderland - (956) 975-7329

**AUTHORIZED SIGNATURE:** 

**PRINTED NAME:** Margo Sunderland

**TITLE:** Manager

**EMAIL:** margo@villadecortezweslaco.com

**OPENED**

9:43am

JAN 13 2010

**Witnessed**





**EXHIBIT C**

**CERTIFICATE OF  
INSURANCE**



**NOTEPAD:**

INSURED'S NAME Siesta Village, Inc.

SIESTAV

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OPID GT

DATE 12/23/09

Loc 1- Weslaco Trailer Park - 600 S. Bridge Dr., Weslaco, TX 78596

Loc 2 - Siesta Village Inc. DBA Village Executive Golf Course -

3300 So. International Blvd., Weslaco, TX 78596

Loc 3 - Siesta Village, Inc. DBA Village Inn Apartments - 2712 So. International Blvd., Weslaco, TX 78596

Loc 4 - Siesta Village Inc. - 2512 So. International Blvd., Weslaco, TX 78596

Loc 5 - Siesta Village, Inc. - 2810-2812 So International Blvd., Weslaco, TX 78596 (current tenant - DPS offices)

Loc 6- 521 E. Business 83, Weslaco, TX 78596

Loc 7-307 E. Business 83, Weslaco, TX 78596