AI-25847 **6.A.**

Collection of fees and fines

CC REGULAR

Date:	03/21/2011
Submitted By:	Erika Reyna, COUNTY JUDGE
Department:	COUNTY JUDGE
Agenda Category:	County Judge's Office

Information

CAPTION

Discussion and possible action regarding collection of delinquent court costs, fines, and fees.

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Form Started By: Erika Reyna	Started On: 03/17/2011 03:44 PM
Final Approval Date: 03/17/2011	

AI-25832 **7.A.**

2011 local contribution - MHMR

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Comm. Court Executive Office

Information

CAPTION

Tropical Texas Behavioral Health (1100):
1. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation of required local match in the amount of $578,485.00 in accordance with Texas Health & Safety Code Section 534.066 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor
2. Approval of payment to Tropical Texas Behavioral Health for FY 2011 county allocation match in the amount of $159,333.00 for physicians emergency crisis services - DSHS Contract #2011-03313.002 with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor

BACKGROUND

Acct. #1-1100-444-00-125-016-0-841

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-444-00-125-016-0-841

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

BUDGETARY IMPACT:

Partial funding pending AI#25842 CC 3/21/11 in the amount of $35,480.00.

Attachments

Link: invoices

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/17/2011 08:52 AM	APRV
2	Erika Zamora	Erika Zamora	03/17/2011 02:17 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	PEND

Form Started By: Monica Badillo Started On: 03/16/2011 10:48 PM

Final Approval Date: 03/17/2011

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

RECEIVED BY
COUNTY AUDITOR
2011 MAR 11 PM 3 24

March 10, 2011

Honorable Ray Eufracio, CPA
County Auditor
County of Hidalgo
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

RE: Invoices for Local Contribution for Fiscal Year 2011

Dear Mr. Eufracio:

Enclosed are the invoices from Tropical Texas Behavioral Health for Hidalgo County's local contribution. The contribution is the prorated portion of the state required local match pursuant to the V.T.C.A Health & Safety§ Code, §534.066.

Your prompt remittance of payment will be greatly appreciated. Please give me a call at 289-7015 if you have any questions.

Sincerely,

Beatriz Trejo
Chief Financial Officer

Enc: Invoices

RECEIVED
OFFICE OF EXECUTIVE OFFICER
ON: 3/15/11 BY:

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: MARCH 10, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 11 County Allocation of Required Local Match

DESCRIPTION	AMOUNT
FY 11 County Allocation of Required Local Match DSHS Contract #2011-03313.001 Texas Department of Aging and Disability Services Contract: 2011	$578,485.00
TOTAL	$578,485.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Chris Cummings, 956.289.7013

Thank you for your business!

TROPICAL
TEXAS BEHAVIORAL HEALTH
P.O. Drawer 1108 • 1901 South 24th Avenue
Edinburg, Texas 78540
(956) 289-7000

DATE: MARCH 10, 2011

TO:
Honorable Ray Eufracio, CPA
County Auditor
Hidalgo County
2808 S. Business Highway 281
Edinburg, Texas 78539-6243

FOR:
FY 11 County Allocation Match Physicians Emergency Crisis

DESCRIPTION	AMOUNT
FY 10 County Allocation of Required Local Match – Physicians Emergency Crisis Services DSHS Contract #2011-03313.002	$159,333.00
TOTAL	$159,333.00

Make all checks payable to Tropical Texas Behavioral Health
Payment is due within 30 days.
If you have any questions concerning this invoice, contact Chris Cummings, 956.289.7013

Thank you for your business!

AI-25775 **7.B.**

Country Mutual Insurance Company Settlement Check
CC REGULAR

Date:	03/21/2011
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 Country Mutual Insurance Company in the amount of $84.74 for an auto accident with County vehicle. (Sheriff Office)

BACKGROUND

DOL: 12/21/10

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 10:01 AM	APRV
2	Erika Zamora	Erika Zamora	03/17/2011 10:03 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:47 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Aida Alvarez — Started On: 03/16/2011 07:43 AM

Final Approval Date: 03/17/2011

COUNTRY
FINANCIAL

Policy Number: AA3822344
Billing Number: 3304495
Policyholder: PITTMAN GENE A & GLORIA J

- Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

Claim Number: 202-0006930
Date of Loss: 12/24/2010
01200

Ref/Invoice:
Patient Name:
Date Of Service:

Payment Date: March 7, 2011
Pay To The Order Of: - Hidalgo County
In Payment For: Property Damage

Payment Amount: $84.74

$84.74

If you have any questions concerning this payment, please contact:
Dee Dee Staton, Claims Representative
(877) 341-7082
deedee.staton@countryfinancial.com

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW. DO NOT CASH IF NOT PRESENT.

COUNTRY FINANCIAL

COUNTRY Mutual Insurance Company®
P.O. Box 2100, Bloomington, Illinois 61702-2100

1591905

March 7, 2011
COMMERCE BANK N.A. ST. JOSEPH, MO

35-1870/1012

Policy Number	Ref/Invoice No./Patient Name	Date Of Service
AA3822344		

Eighty Four and 74/100 DOLLARS $84.74

NOT VALID AFTER 180 DAYS

PAY TO THE ORDER OF
- Hidalgo County

⑈1591905⑈ ⑆101218704⑆ 430000386⑈

AI-25815 **7.C.**

Allstate Insurance Company Settlement Check
CC REGULAR

Date:	03/21/2011
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 Allstate Insurance Company in the amount of $2,504.67 for an auto accident with County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 08/01/10

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: Check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 02:42 PM	APRV
2	Erika Zamora	Erika Zamora	03/17/2011 10:04 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:47 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:08 PM	APRV

Form Started By: Aida Alvarez Started On: 03/16/2011 01:58 PM

Final Approval Date: 03/17/2011

Allstate Insurance Company - Claims Payment Processing
P.O. Box 650048 , Dallas, TX 75265

Allstate.
You're in good hands.

HIDALGO COUNTY SHERIFF
PO BOX 1356
EDINBURG TX 78540-1356

03/01/2011

HIDALGO COUNTY SHERIFF,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF $2,504.67 FOR YOUR LOSS ON 8/1/2010.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0174202820
DATE OF LOSS: 08/01/2010
INSURED: JUAN M GONZALEZ

In payment for Property Damage Liability for Date of Loss 8/1/2010.

HIDALGO COUNTY
DBM SAFETY DIVISION
2011 MAR 16 PM 1 39

ALLSTATE FIRE AND CASUALTY
1-800-255-7828

00000201103010024491ZCT03001001002555

I-2055SW

INSURED: JUAN M GONZALEZ
CLAIMANT: HIDALGO COUNTY SHERIFF
IN PAYMENT OF: LOSS ON 8/1/2010.

POLICY NUMBER	CLAIM NUMBER	
916647007	0174202820	
TAX ID	DESK LOC	EMPLOYEE ID
	LBR	MC9W
Bank of America NA Atlanta,Dekalb Cty,Georgia	Bank of America Customer Connection	

64-1278
611

PAY: TWO THOUSAND FIVE HUNDRED FOUR DOLLARS AND SIXTY-SEVEN CENTS 2,504.67

Allstate

INVOICE NUMBER	MCO	DATE ISSUED
	5060	03/01/2011

110651783

TO THE ORDER OF HIDALGO COUNTY SHERIFF
PO BOX 1356
EDINBURG TX 78540-1356

COMPANY NAME
ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Catherine S Bruce
Samuel H. Pilch
AUTHORIZED SIGNATURES

SECURITY FEATURES INCLUDED. SEE DETAILS ON BACK

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

⑈110651783⑈ ⑆061112788⑆ 329 911 9562⑈

AI-25816 **7.D.**

Fred Loya Insruance Company Settlement Check

CC REGULAR

Date:	03/21/2011
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 Fred Loya Insurance Company in the amount of $1,932.61 for an auto accident with County vehicle. (Sheriff's Office)

BACKGROUND

DOL: 02/0/11

Acct #: 1-1100-360-00-000-005-0-000

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact.

Attachments

Link: check

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 02:42 PM	APRV
2	Erika Zamora	Erika Zamora	03/17/2011 10:05 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:48 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:08 PM	APRV

Form Started By: Aida Alvarez — Started On: 03/16/2011 02:02 PM

Final Approval Date: 03/17/2011

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY
CLAIMS ACCOUNT

DETACH AND RETAIN THIS STATEMENT
THE ATTACHED CHECK IS IN PAYMENT OF THE ITEMS DESCRIBED BELOW.
IF NOT CORRECT PLEASE NOTIFY US PROMPTLY. NO RECEIPT DESIRED.

7868981

DATE	DRAFT#	CLAIM#	POLICY#	AMOUNT
2/23/11	7868981	519 37670	78 616874884	1,932.61

INSURED: ESTER ESPINOZA

WARNING – THIS CHECK IS PROTECTED BY SPECIAL SECURITY GUARD PROGRAM™ FEATURES

FRED LOYA INSURANCE AGENCY
FOR LOYA INSURANCE COMPANY

Frost Bank 30-9/1140
Fort Worth, TX

7868981

CLAIMS ACCOUNT
1800 LEE TREVINO
EL PASO, TEXAS 79936

VOID IF NOT PRESENTED FOR PAYMENT WITHIN 60 DAYS FROM DATE OF ISSUE.

PAY * ONE THOUSAND NINE HUNDRED THIRTY-TWO DOLLARS & 61 CENTS----------

TO THE ORDER OF
HIDALGO COUNTY SHERIFF'S OFFICE
PO BOX 1356
EDINBURG, TX 78540

1,932.61
CHECK AMOUNT

2/23/11
DATE

COMMENTS: PD-PAYMENT FOR PROPERTY DMGS TO 2006 RANGE ROVER.
-JTH-

AUTHORIZED SIGNATURE

SECURE FEATURES INCLUDE INVISIBLE FIBERS • MICROPRINTING • VOID FEATURE PANTOGRAPH • ENDORSEMENT BACKER • BROWNSTAIN CHEMICAL REACTANT

⑈7868981⑈ ⑆114000093⑆ 650016756⑈

HIDALGO COUNTY SHERIFF'S OFFICE
PO BOX 1356
EDINBURG, TX 78540

HIDALGO COUNTY
DBM SAFETY DIVISION
2011 MAR 16 PM 1 38

AI-25728 **8.A.**

Funding for Auxiliary Courts

CC REGULAR

Date:	03/21/2011
Submitted By:	Ginna Alvarez, 275TH DISTRICT COURT
Submitted For:	Ginna Alvarez
Department:	275TH DISTRICT COURT
Agenda Category:	District Courts

Information

CAPTION

275th District Court:
Discussion and possible action on funding for the Visiting Judges assigned to the Auxiliary Courts.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/15/2011 07:30 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/17/2011 04:12 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	NEW
Form Started By: Ginna Alvarez			Started On: 03/11/2011 11:13 AM	
Final Approval Date: 03/17/2011				

AI-25768 **9.A.**

Approval of MOU for Border Prosecutor Unit - September, 2009 - August, 2011

CC REGULAR

Date:	03/21/2011
Submitted By:	Roy Cazares, DISTRICT ATTORNEY
Department:	DISTRICT ATTORNEY
Agenda Category:	District Attorney

Information

CAPTION

1. Approval of revised Memorandum of Understanding between the Hidalgo County District Attorney's Office, the Border Prosecutor Unit and the County of El Paso, Texas. MOU is effective September 1, 2009 - August 31, 2011.

2. Approval for Mr. Rene Guerra, Criminal District Attorney to sign MOU.

BACKGROUND

Memorandum of Understanding revised:
--> Included "for the grant term of September 1, 2009 to August 31, 2011 or in the alternative" under Term and Termination.

Original MOU along with budget setup was previously approved by Commissioners' Court on 12/22/2009.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1281-412-00-080-012-1-113

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

BUDGETARY IMPACT:

No Budgetary Impact, approval of revised MOU only. Appropriation of funds (budget setup) in the amount of $100,000.00 was previously approved by the court on 12/22/2009 and increase of $5,000.00 was previously approved by court on 12/13/2010.

Please Note: Funding under Border Prosecution provides for the salary and related fringe benefits for one (1) Assistant D.A. III position and one (1) Administrative Assistant I position.

Attachments

Link: Revised MOU

Link: Original MOU

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:37 AM	APRV

2	Sylvia Solis	Sylvia Solis	03/16/2011 02:50 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	PEND

Form Started By: Roy Cazares

Started On: 03/15/2011 04:08 PM

Final Approval Date: 03/17/2011

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the ____ day of March, 2011, by and between the Hidalgo County District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded $4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide; and

Whereas, the above named Contractor has been allocated $215,000.00 of these grant funds for the two-year grant period, to be spent in accordance with CJD guidelines; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

(a) Invoice or cancelled check copy,
(b) Documentation from an agency's computerized system, (i.e. Payroll reports)
(c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with a detailed budget of all planned expenditures of BPU grant funds prior to any expenditure of BPU grant funds.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds. All expenditures shall be made in accordance to and subject to local rules and procurement procedures.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective 1) for the grant term of September 1, 2009 to August 31, 2011, or in the alternative, 2) upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:	Border Prosecutor Unit. ATTN: Jaime Esparza, Project Director 500 E. San Antonio, Ste 201 El Paso, TX 79901
To Contractor:	Hidalgo County District Attorney ATTN: Rene A. Guerra 100 N. Closer Blvd., 3rd Floor Edinburg, Texas 78114
To County:	County Auditor County of El Paso Administrative Services Bldg. 800 E. Overland, Suite 406 El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO, TEXAS

_____ DATE: _____
VERONICA ESCOBAR
COUNTY JUDGE

BORDER PROSECUTOR UNIT

_____ DATE: 3/3/11 _____
JAIME ESPARZA, PROJECT DIRECTOR
DISTRICT ATTORNEY FOR THE 34TH JUDICIAL DISTRICT

COUNTY OF HIDALGO, TEXAS

_____ DATE: _____
RENE A. GUERRA
DISTRICT ATTORNEY FOR HIDALGO COUNTY

AI-24304 **13.A.**

District Attorney's Office Border Prosection Revised MOU

CC REGULAR

Date: 12/13/2010
Submitted By: Roy Cazares, DISTRICT ATTORNEY
Submitted For: Roy Cazares
Department: DISTRICT ATTORNEY
Agenda Category: District Attorney

Information

CAPTION

Border Prosecution Initiative (1281):
1. Approval of revised Memorandum of Understanding for the District Attorney's Office Border Prosecution Unit.
2. Approval of Certification of Revenues as certified by the County Auditor for the Border Prosecution Grant.
3. Approval of Border Prosecution (080-012) budget increase in the amount of $5,000.00.
4. Approval to delete one (1) vacant full-time Clerk II position, slot no. 002, grade 03 and delete cost allocation, slot no. 061, of state awarded supplement in the amount of $4,624.00.
5. Approval to create one (1) full-time Administrative Assistant I position, slot no. 003, grade 04.
6. Approval of revised salary schedule.

BACKGROUND

Amount of grant increased from $200,000.00 ($100,000 per year) to $215,000.00 ($105,000.00 in 2010-2011 & $110,000.00 in 2011-2012).

Fiscal Impact

FISCAL YEAR: 2010
ACCT. #: 0-1281-412-00-080-012-1-XXX
FUNDS AVAILABLE Y/N?: Y
MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Appropriation of funds in the amount of $5,000.00 for the Border Prosecution Initiative Grant. Position created is a regular full-time position of limited duration (temporary assignment), subject to grant funding. As per the District Attorney's Office, each employee (s) will be signing an Acknowlegement Form addressing such terms.

Funds for position and related fringe benefit expenditures are available from lapsed funding, and plus additional funds in the amount of $5,000.00, pending appropriation.

Revenue Account #0-1281-334-10-080-012-1-000 Border Prosecution Incentive Grant Revenues.
Revenues in the amount of $10,000.00 pending certifcation of revenues.....to be certified at a later date.

Attachments

STATE OF TEXAS)
)
COUNTY OF EL PASO)

MEMORANDUM OF UNDERSTANDING

This memorandum of understanding is entered into on the _____ day of November, 2010, by and between the Hidalgo County District Attorney, hereinafter called "Contractor", the Border Prosecutor Unit, hereinafter called "BPU" and the County of El Paso, Texas, hereinafter called "County".

WITNESSETH:

Whereas, the Office of the Governor of the State of Texas has awarded $4,000,000 in grant number 2283701 to the El Paso County District Attorney's Office, whose fiscal agent is the County of El Paso, for disbursement under the Trusted programs within the Office of the Governor for prosecution resources for districts statewide; and

Whereas, the above named Contractor has been allocated $215,000.00 of these grant funds for the two-year grant period, to be spent in accordance with CJD guidelines; and

Whereas, such a consolidated effort in targeting border security by federal, state, and local law enforcement agencies, it is in all parties' best interests and that of the public and that this agreement will increase the effective and efficient functioning of all parties.

Now therefore, in consideration of the premises, and of the terms, provisions, and mutual promises herein contained, it is mutually agreed as follows:

1.0 Duties of the Contractor

1.1 Contractor shall submit proper application for reimbursement on the BPU project to the County through the applicable Contractor County Auditor. This application must be signed by the Contractor and the County Auditor. The application must contain the following documentation:

(a) Invoice or cancelled check copy,
(b) Documentation from an agency's computerized system, (i.e. Payroll reports)
(c) Any other documents required by law or CJD guidelines.

1.2 Contractor shall provide the County with a detailed budget of all planned expenditures of BPU grant funds prior to any expenditure of BPU grant funds.

1.3 Contractor shall provide the County with a copy of the A133 single audit for the fiscal year(s) where these funds are expended.

1.4 Contractor shall follow all federal laws and CJD guidelines concerning the appropriate expenditure and use of BPU grant funds. All expenditures shall be made in accordance to and subject to local rules and procurement procedures.

1.5 Contractor's records, specific to these BPU expenditures, are subject to audit and review by the County at any time, and Contractor agrees to make such records available to the County for copy, review and/or audit.

2.0 Duties of the County

2.1 The County shall process reimbursement requests from Contractor.

2.2 The County shall reimburse approved expenses from the BPU grant number 2283701 incurred by Contractor for the purposes of the BPU project. Reimbursement may be allowed for expenses incurred in "salary and fringe benefits", "travel", "operating", "equipment", "supplies" and "other" categories. Reimbursement payments will be issued to Contractor only after the County receives reimbursement from CJD.

3.0 Term and Termination.

This memorandum of understanding shall be effective upon its execution by all parties and shall terminate when all BPU funds awarded under this grant have been exhausted or the authority to expend these funds expires or is revoked by the Office of the Governor or federal law. The County may terminate this memorandum of understanding, without cause, upon sixty (60) days written notice to all Contractors.

Notices shall be made to:

To BPU:	Border Prosecutor Unit. ATTN: Jaime Esparza, Project Director 500 E. San Antonio, Ste 201 El Paso, TX 79901
To Contractor:	Hidalgo County District Attorney ATTN: Rene A. Guerra 100 N. Closer Blvd., 3rd Floor Edinburg, Texas 78539-3563
To County:	County Auditor County of El Paso Administrative Services Bldg. 800 E. Overland, Suite 406 El Paso, TX 79901

Witness the following signatures:

THE COUNTY OF EL PASO, TEXAS

_____ DATE: _____

ANTHONY COBOS
COUNTY JUDGE

BORDER PROSECUTOR UNIT

Jaime Esparza

_____ DATE: 11/16/2010

JAIME ESPARZA, PROJECT DIRECTOR
DISTRICT ATTORNEY FOR THE 34TH JUDICIAL DISTRICT

COUNTY OF HIDALGO, TEXAS

René A. Guerra DATE: 11/17/10

RENE A. GUERRA
DISTRICT ATTORNEY FOR HIDALGO COUNTY

_____ DATE: _____

RAMON GARCIA
HIDALGO COUNTY JUDGE

AI-25824 **10.A.**

Approval of Elected Officials' Amended Bonds
CC REGULAR

Date:	03/21/2011
Submitted By:	Jennilee Garza, COUNTY CLERK
Submitted For:	Arturo Guajardo
Department:	COUNTY CLERK
Agenda Category:	County Clerk

Information

CAPTION

Approval of Amended Bonds for the following Elected Officials:

DEPARTMENT	ELECTED OFFICIAL
J.P. Pct. 1 Pl. 2	Jesus Morales
J.P. Pct. 3 Pl. 2	Ismael "Melo" Ochoa
J.P. Pct. 5 Pl. 1	Espiridion Jackson
Constable Pct. 3	Lazaro "Larry" Gallardo, Jr.

BACKGROUND

Fiscal Impact

Attachments

Link: JP Jesus Morales Amended Bond

Link: JP Ismael Ochoa Amended Bond

Link: JP Espiridion Jackson Amended Bond

Link: Constable Lazaro Gallardo Amended Bond

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 03:39 PM	APRV
2	Sylvia Solis	Sylvia Solis	03/17/2011 08:03 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 10:43 AM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 10:45 AM	APRV

Form Started By: Jennilee Garza — Started On: 03/16/2011 03:14 PM

Final Approval Date: 03/17/2011

Bond No. **90 45 7531 8** **"AMENDED"**

FILED
AT 3:45 O'CLOCK P M
MAR 08 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OFFICIAL BOND AND OATH
STATE FARM FIRE AND CASUALTY COMPANY
BLOOMINGTON, ILLINOIS

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **JESUS MORALES** (*Principal*) of _____

1902 JOE STEPHENS AVE STE 302 (*Street Address*) **WESLACO** (*City*) **TX** (*State*) **78596** (*zip*)

as Principal, and STATE FARM FIRE AND CASUALTY COMPANY of Bloomington, Illinois, as surety, are held and firmly bound unto **HIDALGO COUNTY JUDGE**

in the penal sum of **FIVE THOUSAND AND NO/100** Dollars

($ **5,000.00**), for the payment of which, well and truly to be made, we do hereby severally bind ourselves, our heirs, executors, administrators, successors, and assigns, firmly by these presents.

Sealed with our Seals, and dated this **16TH** day of **FEBRUARY**, **2011**.

THE CONDITION OF THIS OBLIGATION ARE SUCH, that, Whereas, the said Principal has been elected or appointed to the office of **JUSTICE OF THE PEACE**

_____ for a term of **FOUR YEARS**

_____ beginning on **JANUARY 1, 2011** and

ending on **DECEMBER 31, 2014**.

NOW, THEREFORE, if the said Principal shall well, truly and faithfully perform all official duties required by law of such official during the term aforesaid, the principal and the Surety hereby agreeing that if said bond is required by any statute, all the provisions of such statute are hereby made a part of this bond, then this obligation shall be void, otherwise to remain in full force and effect.

_____
Principal

STATE FARM FIRE AND CASUALTY COMPANY

By: Karen Weber
Attorney-in-fact

STATE FARM FIRE AND CASUALTY COMPANY CORPORATE SEAL BLOOMINGTON, ILLINOIS

The within bond and the Surety thereon are hereby approved this 8th day of MARCH, 2011

Power of Attorney

STATE FARM FIRE AND CASUALTY COMPANY

FILED
AT 3:45 O'CLOCK P M
MAR 08 2011
ARTURO GUAJARDO, JR. COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

KNOW ALL PERSONS BY THESE PRESENTS: That STATE FARM FIRE AND CASUALTY COMPANY, an Illinois corporation, with its principal office in Bloomington, Illinois, does hereby constitute and appoint: Jennifer Bless, Eugina Brant, Amanda Clifton, Christine Kruley, Ceola Campbell, Pamela Chancellor, Julie Fehrman, Mark Fink, Julie Freed, Matthew J. Gibbons, John R. Horton, Cynthia Johnson, Susan K. Johnson, Connie S. Knox, Christine Macdonnell, Lori McDowell, Melissa L. Morris, Amy C. Ogan, James Platt, Andrew G. Rader, Vicki Redman, Leann Rees, Linda Rieck, Suzanne M. Robertson, Alice Schuler, Mary Sieg, Tiffany Smith, Mary A. Spotts, Heidi Stevens, Sara L. Tackett, Perry Tracy, Justin Veach, Susan M. Wagoner, Karen Weber, B.J. Winsler, Jennifer Wyant, of Bloomington, Illinois its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in the nature of a bond as follows:

Any such obligation in any amount

This appointment is made under and by the authority of a resolution which was passed by the Executive Committee of the Board of Directors of State Farm Fire and Casualty Company on the 8 th day of June, 2009, as is duly authorized by the Board of Directors in Article II, Section 6 of the By-Laws of the Company, which resolution is:

Resolved, that the Officer of the Company who works regularly with surety bonds is hereby authorized to appoint and empower any representative of the Company or other person or persons as Attorney-in-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in the nature of a bond, which the Company might execute through its officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-in-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected or appointed officers of the Company. Any Attorney-in-Fact, so appointed, may be removed for good cause and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of any Officer of the Company noted above and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the any Officer of the Company noted above, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, STATE FARM FIRE AND CASUALTY COMPANY has caused this instrument to be signed by its Assistant Secretary Treasurer, and its Corporate Seal to be affixed this 8 th. day of June, 2009.

This APPOINTMENT SHALL CEASE AND TERMINATE AUTOMATICALLY AS OF DECEMBER 31, 2013, UNLESS SOONER REVOKED AS PROVIDED.

STATE FARM FIRE AND CASUALTY COMPANY

By: Bradley M Weaver
Assistant Secretary Treasurer

STATE OF ILLINOIS
COUNTY OF McLEAN

On this 8th day of June 2009, before me personally came Bradley M. Weaver to me known, who being duly sworn, did depose and say that he is Assistant Secretary Treasurer of STATE FARM FIRE AND CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such Corporate Seal; and that he executed said instrument on behalf of the corporation by authority of his office under the By-Laws of said corporation.

OFFICIAL SEAL
Karen Weber
NOTARY PUBLIC - STATE OF ILLINOIS
My Commission Expires July 24, 2014

Karen Weber
Notary Public
My commission expires July 24, 2014

CERTIFICATE

I, the undersigned Officer of STATE FARM FIRE AND CASUALTY COMPANY, do hereby certify that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and sealed at Bloomington, Illinois. Dated this **16TH** day of **FEBRUARY, 2011**.

Susan K. Johnson
Assistant Secretary Treasurer

If you have a question concerning the validity of this Power of Attorney, call (309) 766-2090.

FB6-9043.44A
(10-14-10)

Printed in U.S.A.

FILED
AT 2:21 O'CLOCK P M
JAN 10 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

In the name and by the authority of

The State of Texas

Oath of Office

I, JESUS E. MORALES *, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of* JUSTICE of the PEACE *of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.*

Name/ Title

SWORN TO and subscribe before me by affiant on this the 1st *day of* JANUARY *, 20* 11.

Signature of Person Administering Oath

GILBERTO SAENZ
Printed Name

HIDALGO COUNTY
JUSTICE of the PEACE PCT.1,PLC.1
Title

JUSTICE COURT 1-1 * GILBERTO SAENZ * HIDALGO COUNTY

INSURORS INDEMNITY COMPANY

P.O. Box 2683, Waco, Texas 76702-2683 Phone (800) 933-7444 , Fax (254) 755-6399

RIDER

It is hereby agreed and understood that the following obligee has been amended to:

Hidalgo County Judge

and the following conditions in the bond form have been added:

faithfully and impartially discharge the duties required by law; and promply pay to the entitled party all money that comes into the justice's hands during the term of office

Nothing herein contained shall be held to vary, alter, waive or extend any of the terms, limits or conditions of the Public Official Bond, except as hereinabove set forth.

This rider becomes effective on the 10-07-2010, at twelve and one minute o'clock a.m., Standard Time.

Attached to and forming part of bond number 100504 dated 1/1/2011 issued by INSURORS INDEMNITY COMPANY of Waco, Texas, to Jose Ismael Ochoa.

Signed this 02-07-2011.

INSURORS INDEMNITY COMPANY

By _____

FILED
AT 4:26 O'CLOCK P M

FEB 24 2011

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

INSURORS INDEMNITY COMPANY

P.O. Box 2683, Waco, Texas 76702-2683 Phone (800) 933-7444 , Fax (254) 755-6399

FILED
AT 1:48 O'CLOCK P M
JAN 05 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

PUBLIC OFFICIAL BOND

State of Texas
County Of **Hidalgo**

Bond Number: **100504**

KNOW ALL PERSONS BY THESE PRESENTS:

That we, **Jose Ismael Ochoa**, as Principal, and **Insurors Indemnity Company**, a corporation duly licensed to do business in the State of Texas, as Surety, are held and bound unto **Hidalgo County**, his/her successors in office in the sum of **FIVE THOUSAND AND XX / 100**, (**$5,000**) DOLLARS, for the payment of which we hereby bind ourselves and our heirs, executors and administrators, jointly and severally, by these presents.

Dated this **7 DAY OF OCTOBER, 2010**.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas, the above bounded Principal was on the **1 DAY OF JANUARY, 2011**, duly **Elected** to the office of **Justice Of The Peace** for a term of **4** years beginning the **1 DAY OF JANUARY, 2011** and ending the **1 DAY OF JANUARY, 2015**, in and for **Hidalgo County** in the State of Texas.

NOW, THEREFORE, If the said principal shall faithfully perform and discharge all the duties required of him/her by law aforesaid, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be cancelled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

By: _____

Countersigned

INSURORS INDEMNITY COMPANY

By: **Morales Insurance Services**
Texas Resident Agent

By: _____
Attorney-in-Fact

OATH OF OFFICE

"I Jose Ismael "Melo" Ochoa, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of J.P. Pct.3, Pl.2 of this State, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State; and I furthermore solemnly swear (or affirm), that I have not directly nor indirectly paid, offered or promised to pay, contributed, nor promised to contribute any money, or valuable thing, or promised any public office or employment, as a reward for the getting or withholding a vote at the election at which I was elected. So help me God."

Sworn to and subscribed before me, at 10:00 AM. this 4th day of January, 2011 A.D.

DAISY ZARATE
Notary Public, State of Texas
My Commission Expires
August 30, 2014

JUSTICE COURT
HIDALGO COUNTY
PCT. 3 PL. 2
TEXAS
JUSTICE COURT

_____
Principal

_____
Notary Public

(Seal)
B-IPUB 5/2001

INSURORS INDEMNITY
Companies

FILED
AT 4:26 O'CLOCK P M
FEB 24 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY of INSURORS INDEMNITY COMPANY
Waco, Texas

KNOW ALL PERSONS BY THESE PRESENTS: **Number:** 100504

That INSURORS INDEMNITY COMPANY, Waco, Texas, organized and existing under the laws of the State of Texas, and authorized and licensed to do business in the State of Texas and the United States of America, does hereby make, constitute and appoint

Somers Goodman of the City of Waco, State of Texas

as Attorney in Fact, with full power and authority hereby conferred upon him to sign, execute, acknowledge and deliver for and on its behalf as Surety and as its act and deed, all of the following classes of document, to-wit:

> Indemnity, Surety and Undertakings that may be desired by contract, or may be given in any action or proceeding in any court of law or equity; Indemnity in all cases where indemnity may be lawfully given and with full power and authority to execute consents and waivers to modify or change or extend any bond or document executed for this Company.

INSURORS INDEMNITY COMPANY

Attest: _____
Tammy Tieperman, Secretary

By: _____
Thomas G. Chase, Jr, Chairman and CEO

State of Texas
County of McLennan

On the 8th day of July, 2009, before me a Notary Public in the State of Texas, personally appeared Thomas G. Chase, Jr. and Tammy Tieperman, who being by me duly sworn, acknowledged that they executed the above Power of Attorney in their capacities as Chairman and Chief Executive Officer, and Corporate Secretary, respectively, of Insurors Indemnity Company, and acknowledged said Power of Attorney to be the voluntary act and deed of the Company.

SHERRI WHITEHOUSE
Notary Public
STATE OF TEXAS
My Comm Exp 05/21/2013

_____
Notary Public, State of Texas

Insurors Indemnity Company certifies that this Power of Attorney is granted under and by authority of the following resolutions of the Company adopted by the Board of Directors on July 8, 2009:

RESOLVED, that all bonds, undertakings, contracts or other obligations may be executed in the name of the Company by persons appointed as Attorney in Fact pursuant to a Power of Attorney issued in accordance with these Resolutions. Said Power of Attorney shall be executed in the name and on behalf of the Company either by the Chairman and CEO or the President, under their respective designation. The signature of such officer and the seal of the Company may be affixed by facsimile to any Power of Attorney, and, unless subsequently revoked and subject to any limitation set forth therein, any such Power of Attorney or certificate bearing such facsimile signature and seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signature and seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is validly attached.

RESOLVED, that Attorneys in Fact shall have the power and authority, subject to the terms and limitations of the Power of Attorney issued to them, to execute and deliver on behalf of the Company and to attach the seal of the Company to any and all bonds and undertakings, and any such instrument executed by such Attorneys in Fact shall be binding upon the Company as if signed by an Executive Officer and sealed and attested to by the Secretary or Assistant Secretary of the Company.

I, Tammy Tieperman, Secretary of Insurors Indemnity Company, do hereby certify that the foregoing is a true excerpt from the Resolutions of the said Company as adopted by its Board of Directors on July 8, 2009, and that this Resolution is in full force and effect. I certify that the foregoing Power of Attorney is in full force and effect and has not been revoked.

In Witness Whereof, I have set my hand and the seal of INSURORS INDEMNITY COMPANY on this 7th day of February, 2011.

_____
Tammy Tieperman, Secretary

NOTE: IF YOU HAVE ANY QUESTION REGARDING THE VALIDITY OR WORDING OF THIS POWER OF ATTORNEY, PLEASE CALL 800 933 7444 OR WRITE TO US AT P. O. BOX 2683, WACO, TEXAS 76702-2683 OR EMAIL US AT CONFIRMATION@INSURORS.COM.

In the name and by the authority of

The State of Texas

Oath of Office

I, Jose Ismael "Melo" Ochoa, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Justice of the Peace, Pct.3, Pl.2 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Jose Ismael "Melo" Ochoa
Justice of the Peace
Pct. 3, Pl.2

JUSTICE COURT
HIDALGO COUNTY
PCT. 3 PL. 2
TEXAS
JUSTICE COURT

SWORN TO and subscribe before me by affiant on this the 4th day of January, 2011.

Signature of Person Administering Oath

Luis J. Garza
Printed Name

Justice of the Peace Pct.3, Pl.1
Title

FILED
AT 4:49 O'CLOCK P M

JAN 05 2011

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

OLD REPUBLIC

☐ Old Republic Surety Company
☐ Old Republic Insurance Company
☐ Bituminous Casualty Corporation

FILED
AT 10:08 O'CLOCK A M
MAR 11 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

7610 Stemmons, Suite 400
P.O. Box 569480, Dallas, TX 75356-9480
Phone: (214) 634-1900/Fax: (214) 688-1120

OFFICIAL BOND AND OATH

LPO2027085
Bond Number

KNOW ALL PERSONS BY THESE PRESENTS:

That we, Espiridion Jackson, of P. O. Box 26, Edcouch, Tx 78538 as Principal, and Old Republic Surety Company, a corporation duly licensed to do business in the State of Texas, as Surety, are held and firmly bound unto the County Judge and/or his/her successors in the penal sum of FIVE THOUSAND AND NO/100-- Dollars ($ 5,000.00),

for the payment of which we hereby bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED and DATED this 25th day of February , 2011 .

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas, the above bounden Principal was on the 1st day of January , 2011 , duly Elected (Elected - Appointed) to the office of Justice of the Peace in and for Hidalgo County in the State of Texas, for a term of 4 year(s) commencing on the 1ST day of January , 2011 .

NOW, THEREFORE, If the said Principal shall faithfully perform and discharge all the duties required of him/her by law as the aforesaid officer, and shall faithfully and impartially discharge and perform the duties required by law and promptly pay to the entitled party all money that comes into his/her hands during the term of office

, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that regardless of the number of years this bond may remain in force and the number of claims which may be made against this bond, the liability of the Surety shall not be cumulative and the aggregate liability of the Surety for any and all claims, suits, or actions under this bond shall not exceed the amount stated above. Any revision of the bond amount shall not be cumulative.

PROVIDED, FURTHER, that this bond may be canceled by the Surety by sending written notice to the party to whom this bond is payable stating that, not less than thirty (30) days thereafter, the Surety's liability hereunder shall terminate as to subsequent acts of the Principal.

Espiridion Jackson — Principal

Countersigned

By: _____
Texas Resident Agent

Old Republic Surety Company
Surety

BY Annie Tutt
Annie Tutt — Attorney-in-Fact

ACKNOWLEDGEMENT OF PRINCIPAL

THE STATE OF TEXAS
County of Hidalgo } ss

Before me, Maricela C. Estimbo on this day, personally appeared Espiridion Jackson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, at Hidalgo County, Texas, this 7th day of March 2011.

SEAL

MARICELA C. ESTIMBO NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-22-2013

Notary Public

Hidalgo County, Texas

FORM L-121 (REV. 12/00)

(OVER)

OLD REPUBLIC SURETY COMPANY

FILED
AT 10:08 O'CLOCK A M
MAR 11 2011
ARTURO GUAJARDO JR, COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

ANNIE TUTT, BRIAN P. KINDER, TERESA SEGOVIA, LESIA SLUCHER, DONNA NELSON, EILEEN WILSON, SARAH GREEN, DAWN ANGLIN, CLIFF MILLER, OF DALLAS, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF TWO HUNDRED FIFTY THOUSAND DOLLARS($250,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JANUARY, 2011.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 18TH day of JANUARY, 2011, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-0030

Signed and sealed at the City of Brookfield, WI this 25th day of Feb. 2011

OLD REPUBLIC SURETY COMPANY

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

In the name and by authority of

The State of Texas

Oath of Office

I, ***Espiridion Jackson****, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of* ***Hidalgo County Justice of the Peace, Precinct Five*** *of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United State and of this State, so help me God.*

Espiridion Jackson, Justice of the Peace

SWORN TO and subscribe before me by affiant on this ***4th*** *day of January, 20****11****.*

Signature of Person Administering Oath

Maricela C. Estimbo
Print Name

Municipal Judge
Title

FILED
AT 10:36 O'CLOCK A M

JAN 06 2011

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY _____ DEPUTY

FILED
AT 11:08 O'CLOCK A M
MAR 11 2011
ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

No. POB2072741

PUBLIC OFFICIAL BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, Lazaro Gallardo Jr., 607 W 3 Mil LIne Road,

of MISSION State of Texas 78574

as Principal and the Old Republic Surety Company Organized under the Laws of the State of Texas, as Surety, with its Home Office in Dallas TX 75247, in said state,

are held and firmly bound unto Governor of State of Texas and the Governors successors in office , P O Box 12428, Austin, Texas 78711-2428, as Obligee,

in the sum of Ten Thousand **** Dollars ($ 10,000.),

for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, SEALED AND DATED this 21st day of APRIL , 2008 .

WHEREAS, the above-named Principal has been duly appointed or elected Constable

of the Hidalgo County Precinct 3 State of Texas

for the definite/indefinite term beginning on the 21st day of APRIL , 2008 .

and ending on the January 01, 2013 .

NOW, THEREFORE, the condition of the foregoing obligation is such, that if the above bounded Principal shall faithfully perform such duties as may be imposed on him by law and shall honestly account for all money that may come into his hands in his official capacity during the said term, then his obligation shall be void; otherwise to remain in full force and effect; provided, however, that the Surety shall not be liable hereunder for any loss of public money deposited by or in behalf of the Principal with any bank when such loss is occasioned by the failure of such bank faithfully to account for and pay over such money on legal demand; any law, decision, or statute to the contrary notwithstanding.

This bond is further conditioned that the liability of the Surety shall be fully terminated as to future acts of the Principal thirty (30) days after the receipt by the Obligee, of the Surety's written notice of cancellation.

Witness: Sylvia Wolf

By Lazaro Gallardo Jr.
Lazaro Gallardo Jr. Principal

Old Republic Surety Company
Surety

Witness:

By Sylvia Wolf
Sylvia Wolf Attorney-in-Fact

ORSC 21202 (3/93)

OLD REPUBLIC SURETY COMPANY

FILED
AT 11:08 O'CLOCK A M
MAR 11 2011
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY J. Garza DEPUTY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint:

JOE ROSELAND, SARA VALDEZ, SYLVIA WOLF, NANCY PINON, OF MISSION, TX

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding $10,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF ONE HUNDRED THOUSAND DOLLARS ($100,000)---------- FOR ANY SINGLE OBLIGATION, REGARDLESS OF THE NUMBER OF INSTRUMENTS ISSUED FOR THE OBLIGATION.

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds; and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or

(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or

(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 24TH day of SEPTEMBER, 2010.

Assistant Secretary

OLD REPUBLIC SURETY COMPANY

President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 24TH day of SEPTEMBER, 2010, personally came before me, GERALD C. LEACH and RICK A. JOHNSON to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.

Notary Public

My commission expires: 12/02/2012

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

89-5280

Signed and sealed at the City of Brookfield, WI this _____ day of _____

MISSION/DUN[illegible]S. AGENCY INC

Assistant Secretary

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

In the name and by the authority of

The State of Texas

FILED
AT_____O'CLOCK ___M

JAN 06 2009

ARTURO GUAJARDO, JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS
BY_____DEPUTY

OATH OF OFFICE

I, Lazaro Gallardo Jr., do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Hidalgo County Constable Precinct 3 of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Lazaro Gallardo Jr.
Lazaro Gallardo Jr.

SWORN TO and subscribed before me by affiant on this 1 **day of** January 1, 2009.

Ismael Melo Ochoa
Signature of Person Administering Oath

ISMAEL MELO OCHOA
Printed Name

J. P
Title

JUSTICE COURT (Seal) HIDALGO COUNTY PCT 3 PL. 2 TEXAS JUSTICE COURT

AI-25846 **11.A.**

Local Border Security Program

CC REGULAR

Date:	03/21/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval and acceptance of extension for the Local Border Security Program Grant with the Office of the Governor, Criminal Justice Division. New termination date is 06/30/11. (Prior termination date was 03/31/11.)
2. Approval of Resolution.

BACKGROUND

Grant (No. 2332101) was accepted by Commissioner's Court on 04/13/10 (AI#20676). Prior grant period was 04/01/10 to 03/31/11.

New resolution is required due to changes in County Judge and two (2) County Commissioner positions.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact. Approval of new termination date (6-30-11).

Attachments

Link: LBSP.extension

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Pat Medina	Pat Medina	03/17/2011 03:29 PM	APRV
2	Budget & Management	Monica Badillo	03/17/2011 03:40 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/17/2011 03:44 PM	APRV
4	Auditor's Office		03/17/2011 04:23 PM	NEW

Form Started By: Emilia Uriegas — Started On: 03/17/2011 02:43 PM

Final Approval Date: 03/17/2011

Agency Name: Hidalgo County
Project Title: Local Border Security Program

Grant/App: 2332101
Status: Active Grant [FUND HOLD]

Start Date: 4/1/2010
End Date: 6/30/2011
Liquidation Date: 9/28/2011

CFDA: 16.803
Fund Source: SU-Recovery Act (ARRA) Edward Byrne Memorial Justice Assistance Grant Program

4:10 PM

Eligibility Profile Narrative Activities Measures Budget Documents Summary My.Mail My.Home
Grant.History Payment.History FSR.History Adjustment.History Grant.Issues Upload.Files

Agency Name: Hidalgo County
Project Title: Local Border Security Program

Grant/App: 2332101
Status: Active Grant [FUND HOLD]

Start Date: 4/1/2010
End Date: 6/30/2011
Liquidation Date: 9/28/2011

CFDA: 16.803
Fund Source: SU-Recovery Act (ARRA) Edward Byrne Memorial Justice Assistance Grant Program

4:10 PM

Grant Financial Status

Current Award Amount: $925,000.00

Total Reimbursement(s) and Advance Payment Request(s) Paid to Date: $603,194.28

Total Unexpended Balance to Date: $321,805.72

Total Expenditures Reported to Date: $603,194.28

Budget Summary Totals

OOG Funds:	Cash Match:	In Kind Match:	GPI:	Total Project:
$925,000.00	$0.00	$0.00	$0.00	$925,000.00

Adjustment Status	Date Submitted	Internal Adjustment	Type (Budget / Deobligation / Supplement)	Description
APPROVE	6/8/2010		A	Supplement funding made available by Governor Office. Funds will be utilized fo
APPROVE	7/14/2010		O	To better support the activities grant initatitives
REJECT	2/28/2011		O	making budget adjustment for multiple vendors[DELETED]
REJECT	3/16/2011		A	Due to current time limit we are requesting a no cost grant time line extension,
APPROVE	3/17/2011		A	Due to current time limit we are requesting a no cost grant time line exstension
APPROVE	3/17/2011		O	Update county judge from rene Ramirez to Ramon Garcia

RESOLUTION

WHEREAS, The Hidalgo County Commissioners' Court finds it in the best interest of the citizens of Hidalgo County that the Project Title: Local Border Security Program (LBSP) - Hidalgo County project be operated for the period of April 1st, 2010 through June 30th , 2011; and

WHEREAS, Hidalgo County Commissioners' Court understands that there is no matching fund requirement for the said project; and

WHEREAS, Hidalgo County Commissioners' Court agrees that in the event of loss or misuse of the Criminal Justice Division, Justice Assistance Grant funds, Hidalgo County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Hidalgo County Commissioners' Court designates Hidalgo County Judge Ramon Garcia as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of Hidalgo County.

NOW THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court approves submission of the grant application for Hidalgo County, Local Border Security Program (LBSP) Hidalgo County project to the Office of the Governor, Criminal Justice Division.

Passed and Approved by Commissioners' Court on 21st of March, 2011.

Signed by:

_____
Ramon Garcia
Hidalgo County Judge

_____
J. Quintanilla
Commissioner, Pct. # 1

_____
Joe M. Flores
Commissioner, Pct. # 3

_____
Hector "Tito" Palacios
Commissioner, Pct. # 2

_____
Joseph Palacios
Commissioner, Pct # 4

Grant Number: 2332101

AI-25748 **11.B.**

Approval to apply - 2011 Click It or Ticket (CIOT) Mobilization Grant
CC REGULAR

Date:	03/21/2011
Submitted By:	Emilia Uriegas, SHERIFF DEPT.
Submitted For:	Anacleto Martinez
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

Approval to apply for the 2011 Click It or Ticket (CIOT) Mobilization Grant with the Texas Department of Transportation.

BACKGROUND

Grant amount is for $12,000.00. The Sheriff's Office will apply for funding of overtime and fringe benefits (excluding health and life insurance) expenses.

Enforcement Period for this grant is May 23 to June 05, 2011.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to apply for the 2011 Click It or Ticket (CIOT) Mobilization Grant
No local cash match is required.

Attachments

Link: CLICK IT.Notice

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/15/2011 08:19 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 07:16 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/16/2011 01:28 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:16 PM	APRV
5	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Emilia Uriegas — Started On: 03/14/2011 02:07 PM

Final Approval Date: 03/17/2011

Richard Ozuna

From: Ruby Martinez [Ruby.Martinez@txdot.gov]
Sent: Monday, February 14, 2011 9:11 AM
To: Richard Ozuna
Cc: Israel.Campos@tmpa.org
Subject: RE: Hidalgo County S.O.: 2011 Click It or Ticket FundingOpportunity
Follow Up Flag: Follow up
Flag Status: Red

Thank you.
I will have Israel Campos, Law Enforcement Liaison contact you to set you up in our TxDOT electronic system so that when forms become available you can fill them out.

Law Enforcement Liaison web site:
http://www.buckleuptexas.com/content/default.asp?id=12
eGrants system web site:
https://www.txdot.gov/apps/egrants/Login.aspx?APPTHEME=

Thanks
Ruby

>>> "Richard Ozuna" <richard.ozuna@hidalgoso.org> 2/11/2011 5:08 PM >>>

Ruby,

YES, the Sheriff is interested and we will participate and accept funding. Please send us all the information so we can request approval from commissioner's court and apply for this grant.

Thank You,

Lt. Richard Ozuna

Hidalgo County Sheriff's Office

711 El Cibolo road

Edinburg, Texas 78542

956-393-6022

From: sheriff.trevino@hidalgoso.org [mailto:sheriff.trevino@hidalgoso.org]
Sent: Friday, February 11, 2011 2:00 PM
To: Richard Ozuna
Subject: Fw: Hidalgo County S.O.: 2011 Click It or Ticket FundingOpportunity

I would like to participate. Get with Lopez on this and let me know ASAP.
LT

Guadalupe "Lupe" Trevino
Hidalgo County Sheriff
P.O.Box 1228
711 El Cibolo Rd
Edinburg, Tx 78542
Office-956-383-8114
Cell-956-457-1696
Fax-956-393-6129

Sent on the Sprint® Now Network from my BlackBerry®

From: "Ruby Martinez" <Ruby.Martinez@txdot.gov>
Date: Fri, 11 Feb 2011 13:52:01 -0600
To: <sheriff.trevino@hidalgoso.org>
Cc: <blanca.gomez@auditor.co.hidalgo.tx.us>; <sergio.cruz@co.hidalgo.tx.us>; <Anacleto.Martinez@hidalgoso.org>; <emilia.uriegas@hidalgoso.org>; <pmedina@hidalgoso.org>; <rosa.salazar@hidalgoso.org>; Jesus Leal<Jesus.Leal@txdot.gov>; Mario Jorge<Mario.Jorge@txdot.gov>
Subject: Hidalgo County S.O.: 2011 Click It or Ticket Funding Opportunity

Attention: Sheriff Guadalupe Trevino

Hidalgo County Sheriff's Office is being invited to participate in the 2011 Click It or Ticket (CIOT) Mobilization.
TxDOT Amount: $12,000
TxDOT %: 100.00
Subgrantee Match Amount: $0
Proposed Total: $12,000
Hidalgo County Population: 793,137

Please respond back to me with a "YES will participate and accept funding" or "NO will not participate" NLT FEB. 22, 2011.

GRANT MINIMUM REQUIREMENTS

- **Enforcement Period**
    - **May 23 - June 5, 2011.**
- **Pre-Enforcement Activities**
    - Pre-Enforcement Survey.
    - Pre-Enforcement Media Campaign.
- **Post-Enforcement Activities**

AI-25731 **11.C.**

Sheriff's L.E.O.S.E. (Fund 1220)

CC REGULAR

Date:	03/21/2011
Submitted By:	Rosie Hinojosa, SHERIFF DEPT.
Submitted For:	Rosie Hinojosa
Department:	SHERIFF DEPT.
Agenda Category:	Sheriff's Office

Information

CAPTION

1. Approval of Certification of Revenues as certified by the County Auditor for the 2011 LEOSE allocation to the Sheriff Office in the amount of $38,549.62.

2. Approval of Budget Amendment to appropriate the 2011 L.E.O.S.E. Allocation from the State Comptroller in the amount of $38,549.62 and interest earned in 2010 in the amount of $14.81 for a total amount of $38,564.43.

BACKGROUND

See attached Certification of Revenue & Budget Amendment.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1220-421-00-280-004-0-XXX

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

BUDGETARY IMPACT:

Appropriation in the amount of $38,564.43.
Appropriation into 583 & 584 in the amounts of $25,064.43 & $13,500.00 (respectively).
Appropriation available from LEOSE revenue and interest.

1-1220-335-00-280-000-0-000 Sheriff Leose Revenue.

Attachments

Link: Certification of Revenue

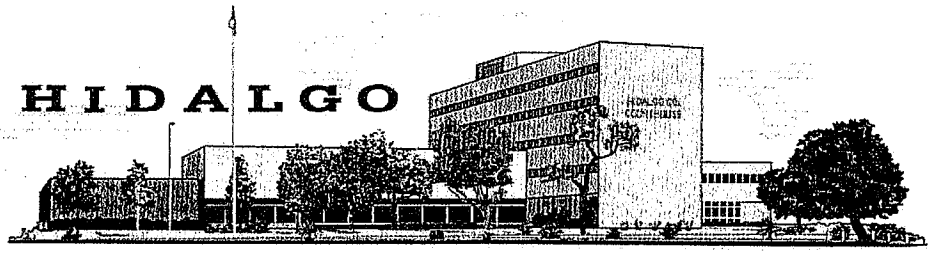
Link: Budget Amendment

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Anacleto Martinez	Anacleto Martinez	03/15/2011 08:19 AM	APRV
2	Budget & Management	Erika Zamora	03/15/2011 01:44 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/17/2011 09:25 AM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 10:47 AM	APRV
5	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Rosie Hinojosa Started On: 03/11/2011 11:16 AM

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

March 8, 2011

The Honorable Ramon Garcia, Hidalgo 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 Joseph Palacios, 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 the LEOSE annual allocation payment from the Texas Comptroller of Public Accounts for the Sheriff. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$38,549.62	Hidalgo County Sheriff

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/8/11
Date

HIDALGO COUNTY DISTRICT JUDGES

R.CARDO 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, 205TH 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. | ADA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: March 11, 2011
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff's L.E.O.S.E.
ACCOUNT NUMBER: 1-1220-421-00-280-004-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
1-1220-421-00-280-004-0-583	OUT OF COUNTY EMPLOYEE TRAVEL	25,064.43
1-1220-421-00-280-004-0-584	REGISTRATION FEES	13,500.00
1-1220-335-00-280-000-0-000	SHERIFF LEOSE REVENUES	38,549.62
	2010 INTEREST EARNED	14.81

TOTAL BUDGET INCREASE REQUEST $38,564.43

REASON: TO APPROPRIATE THE SHERIFF'S L.E.O.S.E. ALLOCATION FROM THE STATE COMPTROLLER IN THE AMOUNT OF $38,549.62; AND, INTEREST EARNED DURING 2010 IN THE AMOUNT OF $14.81, FOR A TOTAL OF $38,564.43.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' C

____/____/____
DATE

ATTEST COUNTY CLERK

AI-25749 **12.A.**

2011 Health Administration Program Income Budget

CC REGULAR

Date:	03/21/2011
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 & Human Services- H.D. Adm (1293):
1. Approval of appropriation of funds for the Health & Human Services Department's Administration Program Income budget in the amount of $211,907.00 for the period 01/01/2011 to 12/31/2011.
2. Approval Salary Schedule.

BACKGROUND

Health & Human Services Dept. fund is comprised of collections from various sources stemming from health services provided by the Hidalgo County Health & Human Services Dept.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-005-0-xxx

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

BUDGETARY IMPACT:

Funds available in F-1293 fund balance.
No fiscal impact to County.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Attachments

Link: Program Income Salary Schedule Reporting

Link: Program Income Fund Balance

Link: appropriation- revised 03-17-11

Link: salary schedule

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:18 AM	APRV
2	Rosalinda Cantu	Rosie Cantu	03/17/2011 02:45 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	NEW

Form Started By: Mike Escaname

Started On: 03/15/2011 07:27 AM

Final Approval Date: 03/17/2011

Hidalgo County Health & Human Services Department
2011 Health Administration Program Income Funding
Salary Schedule
January 1, 2011 through December 31, 2011

For Reporting Purposes Only

1-1293-441-00-340-005-0-xxx

			Distribution												Insurance	
Slot #	Position Title	Grade & Step Salary	340-001	%	340-003	%	340-005	%	340-008	%	340-011	%	340-012	%	Health Ins.	Life Ins.
G002	TX Vaccines Manager	40,078.00				-	2,809.00	0.07		-		-	37,269.00	0.93	252.32	22.71
0003	Registered Nurse IV	59,374.00			57,513.00	0.97	1,861.00	0.03		-		-		-	112.84	10.16
G004	Lic. Voc. Nurse III	46,747.00			9,663.00	0.21	1,767.00	0.04		-	35,317.00	0.75		-	136.08	12.25
G005	Lic. Voc. Nurse III	46,747.00			9,663.00	0.21	1,767.00	0.04		-	35,317.00	0.75		-	136.08	12.25
G006	Lic. Voc. Nurse III	46,747.00			9,664.00	0.21	1,766.00	0.04	35,317.00	0.75		-		-	136.00	12.24
G007	Lic. Voc. Nurse III	46,747.00			14,207.00	0.31	1,550.00	0.03		-	30,990.00	0.66		-	119.37	10.74
G008	Lic. Voc. Nurse II	43,491.00			13,863.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65	116.88	10.52
G009	Lic. Voc. Nurse II	43,492.00			13,864.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65	116.88	10.52
G010	Lic. Voc. Nurse II	43,491.00			13,863.00	0.32	1,412.00	0.03		-		-	28,216.00	0.65	116.88	10.52
G012	Outreach Specialist I	26,228.00			1,730.00	0.07	1,166.00	0.04	23,332.00	0.89		-		-	160.04	14.40
G013	Outreach Specialist I	25,839.00			2,076.00	0.08	1,133.00	0.04		-	22,630.00	0.88		-	157.85	14.21
G014	Asst. TB Rcrd Mngr	25,067.00			1,658.00	0.07	1,113.00	0.04		-	22,296.00	0.89		-	159.84	14.39
G015	Community Srv Aide	29,187.00			759.00	0.03	1,098.00	0.04		-		-	27,330.00	0.93	135.43	12.19
G016	Community Srv Aide	29,186.00			757.00	0.03	1,099.00	0.04		-		-	27,330.00	0.93	135.56	12.20
G017	Outreach Specialist I	23,385.00			526.00	0.02	35.00	0.00		-	22,824.00	0.98		-	5.39	0.48
G018	Outreach Specialist II	29,186.00			8,980.00	0.31	963.00	0.03		-	19,243.00	0.66		-	118.78	10.69
G019	Outreach Specialist I	25,839.00			7,701.00	0.30	862.00	0.03		-	17,276.00	0.67		-	120.10	10.81
G020	Outreach Specialist I	24,375.00			11,213.00	0.46	15.00	0.00		-	13,147.00	0.54		-	2.22	0.20
G021	HR Coordinator II	58,200.00			48,200.00	0.83	10,000.00	0.17		-		-		-	618.56	55.67
G022	Registered Nurse V	63,599.00			61,828.00	0.97	1,771.00	0.03		-		-		-	100.25	9.02
Pending	Clerk III	27,024.00	25,256.00	0.93		-	1,768.00	0.07		-		-		-	235.52	21.20
Total Gross Salary - >		804,029.00					**36,779.00**								**2,857.08**	**257.14**
Health Insurance - ($300.00 / month for 21 employees prorated based on % of pay)							**2,857.08**									
Life Insurance - ($27 / Yr / person prorated by % of pay)							**257.14**									
FICA - (7.65% * Gross Salary)							**2,813.59**									
Retirement - (9.60% * Gross Salary)							**3,530.78**									
Unemployment - (.50% * Gross Salary)							**183.90**									
Worker's Comp - (1.32% * Gross Salary)							**485.48**									
(Fringes based on 2011 Contribution Rates)							**46,906.97**									

Budget & Management 2011 Salary Schedule ---------->

Prepared by:
Mike Escaname
Health Human Services Dept.
03/14/11

Hidalgo County

Balance Sheet Summary

	Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1293	**HEALTH DEPARTMENT**				
	1-1293-101-00-000-000-0-000 HEALTH GRANTS-CASH	304,915.64	-83,071.85	-51,067.39	253,848.25
	1-1293-103-00-000-000-0-000 HEALTH GRANTS-TIME DEPOSITS	.00	.00	.00	.00
	1-1293-103-10-000-000-0-000 HEALTH GRANTS-TIME DEP/FLEXICASH	650,989.95	.00	-150,989.95	500,000.00
	1-1293-104-00-000-000-0-000 HEALTH GRANTS-INTEREST RECEIVABLE	.00	.00	.00	.00
	1-1293-115-00-000-000-0-000 HEALTH GRANTS-ACCOUNTS RECIEVABLE	.00	.00	.00	.00
	1-1293-115-10-000-000-0-000 HEALTH GRANTS-A/R NSF CHECKS	.00	.00	.00	.00
	1-1293-115-20-000-000-0-000 HEALTH GRANTS-A/R EMPLOYEE TRAVEL ADVANC	.00	.00	.00	.00
	1-1293-115-20-000-001-0-000 TDH PHPSB-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
	1-1293-115-20-000-002-0-000 BORDER HLTH EWIDS-A/R EMPLOYEE TRAVL ADV	.00	.00	.00	.00
	1-1293-115-20-000-003-0-000 H.D. ADM-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
	1-1293-115-20-000-004-0-000 RLSS-OPHP-A/R EMPLOYEE TRAVEL ADVANCES	.00	.00	.00	.00
	1-1293-115-20-000-005-0-000 IMM DIV LOCAL-A/R EMPLOYEE TRAVEL ADVANC	.00	.00	.00	.00
	1-1293-126-10-000-000-0-000 DUE FROM FEDERAL GOVT	.00	.00	.00	.00
	1-1293-126-10-000-001-0-000 DUE FROM FEDERAL GOVT-CPS/PHER	.00	.00	.00	.00
	1-1293-126-20-000-001-0-000 DUE FROM STATE-TDH TITLE V	24,150.83	.00	-8,514.96	15,635.87
	1-1293-126-20-000-002-0-000 DUE FROM STATE-TDH RLSS LPHS	20,033.47	.00	-11,607.81	8,425.66
	1-1293-126-20-000-003-0-000 DUE FROM STATE-TB CONTROL	46,334.09	-4,083.23	-30,422.55	15,911.54
	1-1293-126-20-000-004-0-000 DUE FROM STATE-TB ELIMINATION	68,814.17	54,501.35	-450.90	68,363.27
	1-1293-126-20-000-005-0-000 DUE FROM STATE-TDH IMMUNIZATION	88,927.41	.00	-12,693.19	76,234.22
	1-1293-126-20-000-006-0-000 DUE FROM STATE-TDH PHPSB	138,328.28	.00	-97,157.58	41,170.70
	1-1293-126-20-000-007-0-000 DUE FROM STATE-BORDER HEALTH GRANTS	28,757.83	.00	-18,974.91	9,782.92
	1-1293-126-20-000-008-0-000 DUE FROM STATE-CPS/PHER	11,251.13	.00	.00	11,251.13
	1-1293-143-20-000-000-0-000 HEALTH GRANTS-PREPAID SERVICES	.00	.00	.00	.00
	1-1293-130-01-000-100-0-000 DUE FROM/TO GENERAL FUND	-1,939.68	.00	1,939.68	.00
	1-1293-130-01-000-292-0-000 DUE FROM/TO WIC PROGRAM	.00	.00	.00	.00
	1-1293-130-01-000-295-0-000 DUE FROM/TO PAJ BOOT CAMP	.00	.00	.00	.00
	1-1293-130-03-000-401-0-000 DUE FROM/TO CLEARING FUND	-425.60	.00	425.60	.00
	1-1293-130-03-000-402-0-000 DUE FROM/TO PAYROLL FUND	.00	.00	.00	.00
	Total Assets	**1,380,137.52**	**-32,653.73**	**-379,513.96**	**1,000,623.56**

Account No/Description		Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1293	**HEALTH DEPARTMENT**				
1-1293-201-00-000-000-0-000	HEALTH GRANTS-ACCR SAL,WAGES & BENEFITS	79,857.63	.00	-79,857.63	.00
1-1293-202-00-000-000-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE	146,040.28	.00	-146,040.28	.00
1-1293-202-00-000-001-0-000	HEALTH GRANTS-ACCOUNTS PAYABLE 2010	4,596.71	.00	-4,596.71	.00
1-1293-202-00-000-002-0-000	HEALTH GRANTS-A/P MISC ITEMS	.00	.00	.00	.00
1-1293-206-00-000-001-0-000	RETAINAGE PAYABLE-CENTENIAL CONTRACTORS	.00	.00	.00	.00
1-1293-207-20-000-000-0-000	DUE TO STATE	.00	.00	.00	.00
1-1293-207-20-000-001-0-000	DUE TO STATE-TDH IMM PROGRAM	.00	.00	.00	.00
1-1293-207-20-000-002-0-000	DUE TO STATE-TDH TB ELIM PROGRAM	.00	.00	.00	.00
1-1293-207-20-000-003-0-000	DUE TO STATE-TB CONTROL	.00	.00	.00	.00
1-1293-207-20-000-004-0-000	DUE TO STATE-SDI	.00	.00	.00	.00
1-1293-207-20-000-005-0-000	DUE TO STATE-TB OPHP	.00	.00	.00	.00
1-1293-207-20-000-006-0-000	DUE TO STATE-BIOTERRORISM	.00	.00	.00	.00
1-1293-223-00-000-000-0-000	HEALTH GRANTS-DEFERRED REVENUE	78,891.38	65,804.85	80,508.26	159,399.64
	Total Liabilities	**309,386.00**	**65,804.85**	**-149,986.36**	**159,399.64**
1-1293-246-00-000-000-0-000	RESERVED F/B-PREPAID ITEMS	.00	.00	.00	.00
1-1293-270-00-000-000-0-000	HEALTH GRANTS-BUDGETED FUND BALANCE	.00	.00	.00	.00
1-1293-253-00-000-000-0-000	HEALTH GRANTS-FUND BALANCE	1,070,751.52	50,418.12	53,067.16	1,123,818.68
	Total Equity	**1,070,751.52**	**50,418.12**	**53,067.16**	**1,123,818.68**
1-1293-275-00-000-000-0-000	HEALTH GRANTS-ESTIMATED REVENUES	.00	.00	-4,352,348.56	-4,352,348.56
1-1293-276-00-000-000-0-000	HEALTH GRANTS-REVENUES	.00	-5,757.52	178,343.67	178,343.67
1-1293-271-00-000-000-0-000	HEALTH GRANTS-APPROPRIATIONS	.00	.00	4,352,348.56	4,352,348.56
1-1293-272-00-000-000-0-000	HEALTH GRANTS-EXPENDITURES	.00	-143,119.18	-460,938.43	-460,938.43
1-1293-273-00-000-000-0-000	HEALTH GRANTS-ENCUMBRANCE CONTROL	.00	22,350.87	-149,178.45	-149,178.45
1-1293-274-00-000-000-0-000	HEALTH GRANTS-RESERVED FOR ENCUMBRANCES	.00	-22,350.87	149,178.45	149,178.45
	Total Controls	**.00**	**-148,876.70**	**-282,594.76**	**-282,594.76**
	Total Equity and Control	**1,070,751.52**	**-98,458.58**	**-229,527.60**	**841,223.92**
	Total Liabilities and Equity	**1,380,137.52**	**-32,653.73**	**-379,513.96**	**1,000,623.56**

*Fund is in Balance .00

DATE: March 14, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 1-1293-441-00-340-005-0 Health Administration

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 -
1-1293-441-00-340-005-0-113	Health Adm-Reg F/T Employees	$ 36,779.00
1-1293-441-00-340-005-0-211	Health Adm-Health Insurance	$ 2,857.08
1-1293-441-00-340-005-0-212	Health Adm-Life Insurance	$ 257.14
1-1293-441-00-340-005-0-220	Health Adm-FICA	$ 2,813.59
1-1293-441-00-340-005-0-230	Health Adm-Retirement	$ 3,530.78
1-1293-441-00-340-005-0-250	Health Adm-Unemployment Comp	$ 183.93
1-1293-441-00-340-005-0-260	Health Adm-Workmans Comp	$ 485.48
1-1293-441-00-340-005-0-432	Health Adm-Equip & Veh. R&M Serv.	$ 5,800.00
1-1293-441-00-340-005-0-583	Health Adm-Travel Out-Of-County	$ 3,000.00
1-1293-441-00-340-005-0-584	Health Adm-Registration Fees	$ 2,000.00
1-1293-441-00-340-005-0-604	Health Adm-Medical & Lab Supplies	$ 7,000.00
1-1293-441-00-340-005-0-741	Health Adm-Vehicles	$ 54,000.00
1-1293-441-00-340-005-0-743	Health Adm-Office Furniture & Equipment	$ 36,400.00
1-1293-441-00-340-005-0-745	Health Adm-Computer Equipment	$ 42,800.00
1-1293-441-00-340-005-0-747	Health Adm-Software	$ 6,000.00
1-1293-441-00-340-005-0-431	Health Adm-Bldg&Othr Struc R&M Srv	$ 8,000.00
	TOTAL BUDGET	$ 211,907.00

INCREASE REQUEST $

REASON: Appropriate Health Administration - Program Income Budget

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST CO. CLERK

HIDALGO COUNTY
Department Of Budget And Management
2011 SALARY SCHEDULE

1293-441-00-340-005-0

H.D. ADM

Slot #	Obj #	EMPLOYEE NAME	POSITION TITLE	GRADE	STEP	GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allownaces					ACTUAL TOTAL COMP.
									Longevity 115	Interpret. 116	Supplem. 117	Auto A. 118	Clothing 119	
G002	113	CYNTHIA OROZCO	TX VCCNS MANAGER	11	1	$40,078.00	$2,808.00	$2,809.00	$0.00	$0.00	$0.00	$0.00	$0.00	$2,809.00
0003	113	VICTORIA E. GARZA	REGISTERED NURSE IV	16	1	$58,888.00	$1,861.00	$1,861.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,861.00
G004	113	CANDIDA CANTU REQUENEZ	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,767.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,767.00
G005	113	PREPEDIGNA HERNANDEZ	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,767.00	$1,767.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,767.00
G006	113	IMELDA E. VARGAS	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,766.00	$1,766.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,766.00
G007	113	SONIA SALINAS	LICENSED VOCATIONAL NURSE III	13	1	$46,747.00	$1,550.00	$1,550.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,550.00
G008	113	MARIA TERESA TREJO	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G009	113	TERESA R. SEGURA	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G010	113	IDALIA SANCHEZ	LICENSED VOCATIONAL NURSE II	11	3	$42,884.00	$1,412.00	$1,412.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,412.00
G012	113	SANDRA FELIX	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,166.00	$1,166.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,166.00
G013	113	JOSE FRANCISCO GUTIERREZ	OUTREACH SPECIALIST I	4	4	$25,839.00	$1,133.00	$1,133.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,133.00
G014	113	MARY J. CANTU	ASST TB RECORDS MNGR	4	3	$25,021.00	$1,111.00	$1,113.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,113.00
G015	113	MARTHA E. SERNA	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,098.00	$1,098.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,098.00
G016	113	FIDELA PALACIOS	COMMUNITY SERVICE AIDE	6	3	$29,186.00	$1,099.00	$1,099.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,099.00
G017	113	JOELEN GARZA	OUTREACH SPECIALIST I	4	1	$23,385.00	$35.00	$35.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35.00
G018	113	MARIA R. VENECIA	OUTREACH SPECIALIST II	6	3	$29,186.00	$963.00	$963.00	$0.00	$0.00	$0.00	$0.00	$0.00	$963.00
G019	113	MELISSA SALINAS	OUTREACH SPECIALIST I	4	4	$25,839.00	$849.00	$849.00	$0.00	$0.00	$0.00	$0.00	$0.00	$849.00
G020	113	SYLVIA PATRICIA LOZANO	OUTREACH SPECIALIST I	4	2	$24,203.00	$15.00	$15.00	$0.00	$0.00	$0.00	$0.00	$0.00	$15.00
G021	113	ALEIDA GUTIERREZ	HR COORDINATOR II	13	8	$58,199.00	$10,000.00	$10,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$10,000.00
G022	113	JULIANA ALVAREZ OBREGON	REGISTERED NURSE V	17	1	$63,599.00	$1,771.00	$1,771.00	$0.00	$0.00	$0.00	$0.00	$0.00	$1,771.00
		Total:				$774,088.00	$34,995.00	$34,998.00	$0.00	$0.00	$0.00	$0.00	$0.00	$34,998.00

AI-25750 **12.B.**

TB Control Program Income Budget Appropriation

CC REGULAR

Date:	03/21/2011
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

1. Requesting authorization to appropriate the TB Control grant's program income budget in the amount of $16,000.00 for the period 09/01/2010 to 08/31/2011.

2. Requesting approval of the Certification of Revenue in the amount of $16,000.00 as certified by the County Auditor for the TB Control program income.

BACKGROUND

Funds are generated through tuberculosis-related health services provided by the Hidalgo County Health & Human Services Dept. These funds are shared between the TB Control grant and the Hidalgo County Health & Human Services Dept.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-008-1-xxx

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

BUDGETARY IMPACT:

Appropriation of funds for the TB Control Program Income in the amount of $16,000.00

Revenue account# 1-1293-345-40-340-008-1-000

Attachments

Link: Cert of Rev

Link: BA

Form Routing/Status

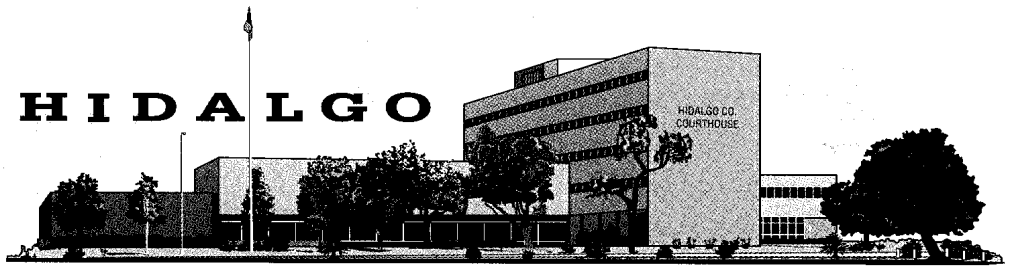
Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:19 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/17/2011 07:53 AM	APRV
3	Auditor's Office	Monica Badillo	03/17/2011 10:46 AM	APRV
4	Erika Zamora	Erika Zamora	03/17/2011 12:31 PM	APRV
5	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Mike Escaname

Started On: 03/15/2011 08:45 AM

Final Approval Date: 03/17/2011

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

March 2, 2011

The Honorable Ramon Garcia, Hidalgo 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 Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of program income in the amount of $16,000.00 generated by the Hidalgo County Health & Human Services Department. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3/3/11
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.

Linda Fong

From: Janie Alvarez [juanita.alvarez@auditor.co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 3:42 PM
To: 'Linda Fong'
Cc: Becky Luna
Subject: FW: Certification of Revenue Request - TB Control FY 11 - Program Income - $16,000.00
Attachments: Tentative TB Control FY11 Program Income Projection.xls; TB Control FY11 Detail Portrait Revenue Report (Pd. 9 - 13).pdf; TB Control FY11 Detail Portrait Revenue Report (Pd. 1 - 2).pdf

Linda,
Benito gave Mike the financial information and they discussed and worked on this together. Mike took a very conservative approach in coming
Up with this projection.
Becky has reviewed and is "ok" to proceed.

Janie

From: Benito Luna [mailto:benito.luna@auditor.co.hidalgo.tx.us]
Sent: Monday, February 28, 2011 3:32 PM
To: 'Becky Luna'
Cc: 'Janie Alvarez'
Subject: FW: Certification of Revenue Request - TB Control FY 11 - Program Income - $16,000.00

Becky,

After much deliberation, Mike and I both agreed that $16,000.00 would be a conservative approach for appropriation needs. The amount is a projected figure, but it's a realistic assessment on the foreseeable collections that the Health Department may receive from now until the end of the grant. The request below is would be "ok" for approval. Thank you.

-Benito

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, February 24, 2011 12:10 PM
To: linda.fong@auditor.co.hidalgo.tx.us
Cc: 'Becky Luna'; 'Janie Alvarez'; 'Benito Luna'; eddie.olivarez@hchd.org
Subject: Certification of Revenue Request - TB Control FY 11 - Program Income - $16,000.00

Hello Linda,

We are six months into the **TB Control FY 11** grant period; (09/01/2010 through 08/31/2011)

The TB Control grant generates program income that is shared between the Hidalgo County Health & Human Services Dept and the TB Control grant.

Historically, we use the prior year's final percentage of program income and apply it to the program income for the new grant.

For this new grant period, we have been splitting the program income on a 70 / 30 percentage (70% to Hidalgo County Health Dept. and 30% to the TB Control grant).

Since there is no way to project exactly how much program income will be collected, we have used a history of program income collections and projected based on an average.

The attached worksheet reflects our projection based on program income collected from the start of the grant, 09/01/2010 through present.

Keep in mind that although we are arriving to a projected amount of **$17,321.45**, this amount is based on a 70 / 30 split. Since we've been monitoring our expenditures, we anticipate that we will spend more grant monies this year than last year; This is important to know since the formula that computes the final percentage is based on the amount of grant expenditures to the amount of grant expenditures along with the amount of County expenditures.

There is a correlation between how much money is spent by either the Grant or the County and how much program income each entity is allowed to keep. Since we anticipate spending more grant monies this year, we also anticipate the final percentage split will be more like 60 / 40. In which case, there should be more program income attributed to the TB Control grant by the time the grant ends;

Although we can foresee this happening, we realize we need to be conservative in our approach; therefore, we'd like to appropriate **$16,000.00** for now. To compare this amount with last year; The final program income amount attributed to the TB Control FY 10 (last year's grant) was **$14,653.51**.

If you agree with the projected amount, we'd appreciate if a **Certification of Revenue** can be approved for **$16,000.00** so that we can present a Budget Appropriation to Commissioners Court; Also, if you decide to make any adjustments to the computations, please advise so that I can adjust our Budget Appropriation.

Thanks and have a great day!

Mike Escaname
Budget Manager II
Hidalgo County Health & Human Services
1304 South 25th Avenue
Edinburg, Texas 78542
956-383-6221

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TB Control FY 11
Program Income Projection
09/01/2010 through 08/31/2011

Date	Collections	Hidalgo County Health Dept.	Health Dept. Retainage Rate	TDSHS / Grant	TDSHS Program Income Rate	Total Collections Recap
9/8/2010	3,128.96	2,190.27	70%	938.69	30%	3,128.96
9/14/2010	2,575.07	1,802.55	70%	772.52	30%	2,575.07
9/14/2010	66.84	46.79	70%	20.05	30%	66.84
9/20/2010	1,153.20	807.24	70%	345.96	30%	1,153.20
9/20/2010	769.51	538.66	70%	230.85	30%	769.51
10/13/2010	795.49	556.84	70%	238.65	30%	795.49
10/15/2010	799.17	559.42	70%	239.75	30%	799.17
11/1/2010	1,732.47	1,212.73	70%	519.74	30%	1,732.47
11/16/2010	688.28	481.80	70%	206.48	30%	688.28
12/2/2010	2,232.11	1,562.48	70%	669.63	30%	2,232.11
12/2/2010	2,848.06	1,993.64	70%	854.42	30%	2,848.06
12/10/2010	1,039.80	727.86	70%	311.94	30%	1,039.80
12/20/2010	1,323.03	926.12	70%	396.91	30%	1,323.03
12/22/2010	651.95	456.37	70%	195.59	30%	651.95
12/28/2010	810.95	567.67	70%	243.29	30%	810.95
1/4/2011	181.97	127.38	70%	54.59	30%	181.97
1/4/2011	792.53	554.77	70%	237.76	30%	792.53
1/5/2011	887.67	621.37	70%	266.30	30%	887.67
1/12/2011	2.26	1.58	70%	0.68	30%	2.26
1/13/2011	1,093.35	765.35	70%	328.01	30%	1,093.35
1/19/2011	892.68	624.88	70%	267.80	30%	892.68
1/19/2011	8.24	5.77	70%	2.47	30%	8.24
1/19/2011	2.26	1.58	70%	0.68	30%	2.26
1/26/2011	271.96	190.37	70%	81.59	30%	271.96
2/3/2011	1,709.17	1,196.42	70%	512.75	30%	1,709.17
2/10/2011	3.24	2.27	70%	0.97	30%	3.24
2/11/2011	2,402.08	1,681.46	70%	720.62	30%	2,402.08
2/17/2011	6.78	4.75	70%	2.03	30%	6.78
	28,869.08	**20,208.36**		**8,660.72** -		**28,869.08**

8,660.72
/
6 months **(Sept. '10 - Feb. '11)**
1,443.45 **Projected Collections (Program Income) per month**

1,443.45
*
12 **months**
17,321.45 **Total Projected Program Income (Owed to the TDSHS) for a 12 month period for the TB Control FY11 Grant**

Hidalgo County Health & Human Services Dept. Contributions to Grant:
Activity Hours * Hourly Wages from 09/01/2010 through 01/30/2011
$105,651.74 **Gross Wages**
/
5 months (Pd 9 - Pd 13, & Pd 1)
21,130.35 **Gross Wages** *per month*
21,130.35
*
12 months
$253,564.18 **Total Projected Wage Contribution (Paid by GF)**

	$253,564.18	$ 253,564.18	$ 253,564.18	$ 253,564.18	$253,564.18
Fringe Rates	9.07%	7.65%	0.08%	9.60%	0.50%
	$ 22,998.27	$ 19,397.66	$ 202.85	$ 24,342.16	$ 1,267.82

$253,564.18 Gross Wages
$ 22,998.27 Health Insurance
$ 19,397.66 FICA
$ 202.85 Life Insurance
$ 24,342.16 Retirement
$ 1,267.82 Unemployment
321,772.94 **Total Projected Hidalgo County Contributions to TB Control Grant for FY 11 Paid By General Fund**

Section 8.02 Program Income Allocation Plan ***(Texas DSHS Contractor's Financial Procedures Manual)***

Formula: Amount of Expenses Funded by DSHS / Total Expenses funded by all sources *(incl.* GF), including DSHS amount *(Amnt in the numerator)*

FY11 TB Control PI Allocation Plan:

Expenses funded by DSHS: **406,039.00**
Exp. Funded by DSHS & other sources (GF): **406039.00 + 321772.94***

DSHS Share **56%**
Health Dept. Share **44%**

*The **"321,772.94"** is the total amount of *Projected* Salaries & Fringes that will be funded by General Fund ***(Reference tab "TB Control")***

Account No/Description				Budget	Amount	Receivable
0-1293-334-10-340-008-1-000 T.B. CONTROL REVENUES						
			*** Beginning Balance**	**406,039.00**	**.00**	**406,039.00**
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
10/29/10	JE-04851	07059	REC 9/10 TB CNTRL BILLG FY11		3,393.20	
11/30/10	JE-05319	07615	REC 10/10 TB CNTRL BILLG FY11		32,063.59	
12/29/10	JE-05761	08147	REC 11/10 TB CNTRL BILLG FY11		19,062.29	
01/25/11	JE-06070	08704	REC 12/10 TB CNTRL BILLG FY11		16,858.75	
01/31/11	JE-06477	09099	REC 13/10 TB CNTRL BILLG FY11		10,413.05	
			Total		**81,790.88**	
			*** Ending Balance**	**406,039.00**	**81,790.88**	**324,248.12**
0-1293-345-40-340-008-1-000 T.B. CONTROL PROGRAM INCOME						
			*** Beginning Balance**	**.00**	**.00**	**.00**
* Receipts						
DATE	RECEIPT NO.	BATCH	RECEIVED FROM DESCRIPTION			
09/08/10	140525	20 05949	HLTH & HUMAN SRVS.CO-PAY 09/07 TB CONTF		3,128.96	
09/14/10	140673	20 06031	HID.CO HLTH & HUMAN SRVS.09/13 TB CONTF		2,575.07	
09/14/10	140673	20 06031	HID.CO HLTH & HUMAN SRVS.09/13 TB CONTF		66.84	
09/20/10	140817	20 06152	HLTH & HUMAN SRVS. 09/17/10 TB PROGF		1,153.20	
09/20/10	140817	20 06152	HLTH & HUMAN SRVS. 09/17/10 TB PROGF		769.51	
10/13/10	141393	20 06628	HLTH& HUMAN SRVS.CO-PAY 10/12/ TB PROGF		795.49	
10/15/10	141457	20 06685	HLTH & HUMAN SRVS. 10/14/10 IMMUNIZA		799.17	
11/01/10	141833	20 06999	HLTH & HUMAN SRVS. 10/29/10 TB CONTF		1,732.47	
11/16/10	142217	20 07284	HLTH & HUMAN SRVS. DEPT. 11/15 TB-PROGF		688.28	
12/02/10	142622	20 07616	HLTH & HUMAN SRVS. 11/30/10 TB CONTF		2,232.11	
12/02/10	142621	20 07616	HLTH & HUMAN SRVS. 11/30/10 TB PROGF		2,848.06	
12/10/10	142813	20 07800	HLTH & HUMAN SRVS. 12/09/10 TB CONTF		1,039.80	
12/20/10	143017	20 07982	HLTH & HUMAN SRVS 12/15/10 TB CONTF		1,323.03	
12/22/10	143081	20 08050	HEALTH & HUMAN SRVS 12/17/10 TB PROG.		651.95	
12/28/10	143190	20 08090	HID.CO.HLTH & HUMAN SRVS. 12/ TB CONTF		810.95	
			Total		**20,614.89**	
* Journal Entries						
DATE	REFERENCE	BATCH	DESCRIPTION			
10/29/10	JE-04851	07059	RCL 76% TB CNTRL PI 2 H/D ADMI		-5,847.12	
11/30/10	JE-05319	07615	RCL 70% TB CNTRL PI 2H/D ADMIN		-1,116.26	
12/29/10	JE-05761	08147	RCL 70% TB CNTRL PI 2H/D ADMIN		-1,694.52	
01/25/11	JE-06070	08704	RCL 70% TB CNTRL PI 2H/D ADMIN		-6,234.13	
			Total		**-14,892.03**	
			*** Ending Balance**	**.00**	**5,722.86**	**-5,722.86**
1293 HEALTH DEPARTMENT				406,039.00	87,513.74	318,525.26
0 YEAR 0				406,039.00	87,513.74	318,525.26

Account No/Description					Budget	Amount	Receivable
1-1293-334-10-340-008-1-000 T.B. CONTROL REVENUES							
				*** Beginning Balance**	**.00**	**.00**	**.00**
* Budget Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/31/11	JE-10445	19181	2010 BUDGET CARRYOVER		324,248.12		
				Total	**324,248.12**		
				*** Ending Balance**	**324,248.12**	**.00**	**324,248.12**
1-1293-345-40-340-008-1-000 T.B. CONTROL PROGRAM INCOME							
				*** Beginning Balance**	**.00**	**.00**	**.00**
* Budget Entries							
DATE	REFERENCE	BATCH	DESCRIPTION				
01/31/11	JE-10445	19181	2010 BUDGET CARRYOVER		-5,722.86		
				Total	**-5,722.86**		
* Receipts							
DATE	RECEIPT NO.	BATCH	RECEIVED FROM	DESCRIPTION			
01/04/11	143268	20 18183	HLTH & HUMAN SRVS. 12/29/10	TB CONTF		181.97	
01/04/11	143268	20 18183	HLTH & HUMAN SRVS. 12/29/10	TB CONTF		792.53	
01/05/11	143291	20 18219	HLTH & HUMAN SRVS. 01/04/11	TB CONTF		887.67	
01/12/11	143492	20 18434	HEALTH DEPT.CO-PAY COLLECT 12/	TB CONTF		2.26	
01/13/11	143534	20 18476	HLTH & HUMAN SRVS. 01/11/11	TB CONTF		1,093.35	
01/19/11	143611	20 18563	HLTH & HUMAN SRVS. 01/18/11	TB PROGF		892.68	
01/19/11	143606	20 18563	HLTH & HUMAN SRVS. CO-PAY 01/0	TB CONTF		8.24	
01/19/11	143604	20 18563	HLTH & HUMAN SRVS. CO-PAY 12/3	TB CONTF		2.26	
01/26/11	143801	20 18766	HLTH & HUMAN SRVS 01/25/11	TB CONTF		271.96	
02/03/11	144041	20 19045	HLTH & HUMAN SRVS. 02/02/11	TB-PROGF		1,709.17	
02/10/11	144222	20 19203	HLTH DEPT CO-PAY 01/28/11	TB CONTF		3.24	
02/11/11	144256	20 19233	HLTH & HUMAN SRVS. 02/09/11	TB PROGF		2,402.08	
02/17/11	144335	20 19377	HLTH & HUMAN SRVS. 02/04/11	TB CONTF		6.78	
				Total		**8,254.19**	
				*** Ending Balance**	**-5,722.86**	**8,254.19**	**-13,977.05**
1293 HEALTH DEPARTMENT					318,525.26	8,254.19	310,271.07
1 YEAR 1					318,525.26	8,254.19	310,271.07

DATE: March 15, 2011

DEPARTMENT HEAD: Eduardo Olivarez, Chief Administrative Officer

DEPARTMENT NAME: Hidalgo County Health Department

ACCOUNT NUMBER: 1-1293-441-00-340-008-1-xxx TB Control Program Income Budget

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 -
1-1293-441-00-340-008-1-601	T.B. Control-Office & Computer Supplies	$ 9,000.00
1-1293-441-00-340-008-1-604	T.B. Control-Medical & Lab Supplies	$ 7,000.00
	TOTAL BUDGET	$ 16,000.00

INCREASE REQUEST $

Revenue Account # 1-1293-345-40-340-008-1-000 $ 16,000.00

REASON: Appropriate T.B. Control - Program Income Budget

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COI DATE ATTEST CO. CLERK

AI-25780 **12.C.**

Immunization FY 11 Budget Revision Request

CC REGULAR

Date:	03/21/2011
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

Requesting authorization to submit the Texas Department of State Health Services Contractor's Request for Revision. The purpose of this change request is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. This CRR is related to Hidalgo County's Immunization Branch - Locals grant contract #2011-036297-001A.

BACKGROUND

The original FY 11 Immunization Branch - Locals grant contract #2011-036297-001 was approved by Commissioner's Court on 08/17/10 through AI-22418. An amendment to the FY 11 Immunization Branch - Locals grant contract #2011-036297-001A was approved by Commissioner's Court on 10/19/10 through AI-23464.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-012-1-xxx

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

BUDGETARY IMPACT:

No increase or decrease in overall grant budget.

Attachments

Link: CRR

Link: Budget Revision Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 10:03 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/16/2011 02:24 PM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 02:48 PM	APRV
4	Purchasing Department		03/17/2011 04:23 PM	NEW

Form Started By: Mike Escaname Started On: 03/16/2011 08:38 AM

Final Approval Date: 03/17/2011

DSHS Contract Manager USE ONLY
Source Request No.

DEPARTMENT OF STATE HEALTH SERVICES
Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and Hidalgo County Health & Human Services Department (Contractor) agree to certain terms of Contract No. 2011-036297- (Contract), Program Attachment No. 001A (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

****

1. Revision Request - Section of Program Attachment to be revised: DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract: Submitting the CRR and Contract Budget / Revised Budget form along with the equipment list for consideration and authorization of a Budget Revision to the Immunization - Branch Locals grant contact. Requesting to move anticipated available monies from the Personnel & Fringes Categories into the Equipment, Supplies and Other Categories in order to maximize the use of these funds.

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): The purpose of this CRR is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. Also moving available monies between Budget Categories will provide a more accurate representation of the Immunization – Branch Locals grant costs. The available monies in the Personnel & Fringes categories are a result of a projected cost of living salary increase that did not materialize and a lower than anticipated fringe benefit rate.

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES

_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit
1100 West 49th Street
Austin, Texas 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Hidalgo County
Contractor

_____
Signature

_____
Date

Ramon Garcia, Hidalgo County Judge
Printed Name and Title

1615 S. Closner Suite J
Address

Edinburg, Texas 78539
City, State, Zip

(956) 318-2600
Telephone Number

ramon.garcia@co.hidalgo.tx.us
E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** 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 in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

DEPARTMENT OF STATE HEALTH SERVICES

DSHS PROGRAM: IMMUNIZATION BRANCH - LOCALS
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2010 **THRU** 08/31/2011
DSHS DOCUMENT NO.: 2011-036297-001A

CONTRACT BUDGET/REVISED BUDGET

FINANCIAL ASSISTANCE			
Object Class Categories	**Current Approved Budget**	**Change Requested**	**New or Revised Budget**
a. Personnel	$480,180.00	- $14,000.00	$466,180.00
b. Fringe Benefits (%)	$154,619.00	-$28,000.00	$126,619.00
c. Travel	$ .00	$ .00	$ .00
d. Equipment (attach list)	$ .00	+$25,000.00	$ 25,000.00
e. Supplies	$ 14,521.00	+$ 7,000.00	$ 21,521.00
f. Contractual	$ 00	$ .00	$ .00
g. Other	$ .00	+$10,000.00	$ 10,000.00
h. **TOTAL DIRECT**	$649,320.00	$ .00	$ 649,320.00
i. Indirect Cost	$ .00	$ .00	$ .00
j. **TOTAL**	$649,320.00	$ .00	$ 649,320.00
k. **DSHS Share**	$649,320.00	$ .00	$ 649,320.00
l. **Contracor Share**			
m. Program Income			

Detail on Indirect Charges: **Type of Rate:**

Rate: _____ % **Base: $** _____ **Total:** _____

Budget Justification:
The purpose of this Budget Revision is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment Item. Also, moving available monies between Budget Categories will provide a more accurate representation of the Immunization - Branch Locals grant costs. The available monies in the Personnel & Fringes categories are a result of a projected cost of living salary increase that did not materialize and a lower than anticipated fringe benefit rate. The request for equipment is to purchase three refrigeration units that will be strategically located in Hidalgo County Health & Human Services Dept. clinics that are supported by generators and where vaccines can be stored during power outages. The remaining funds are being diverted into Supplies & Other budget categories in which use of these funds can be maximized to support the scope of the Immunization Branch – Locals grant.

AI-25822 **12.D.**

RLSS-LOCAL Public Health System FY 11 Budget Revision Request
CC REGULAR

Date:	03/21/2011
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

Requesting authorization to submit the Texas Department of State Health Services Contractor's Request for Revision. The purpose of this change request is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. This CRR is related to Hidalgo County's RLSS-LOCAL Public Health System grant contract #2011-035550-001.

BACKGROUND

The original FY 11 RLSS-LOCAL Public Health System grant contract #2011-035550-001 was approved by Commissioner's Court on 07/27/10 through AI-22129.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1293-441-00-340-006-1-xxx

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

BUDGETARY IMPACT:

No increase or decrease in overall grant budget.

Attachments

Link: CRR

Link: Budget Revision Request

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 03:39 PM	APRV
2	Manuel Chapa	Manuel Chapa	03/17/2011 07:24 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:47 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:08 PM	APRV

Form Started By: Mike Escaname Started On: 03/16/2011 03:11 PM

Final Approval Date: 03/17/2011

DSHS Contract Manager USE ONLY
Source Request No.

DEPARTMENT OF STATE HEALTH SERVICES
Contractor's Request for Revision (CRR)

The Department of State Health Services (DSHS) and Hidalgo County Health & Human Services Department (Contractor) agree to certain terms of Contract No. 2011-035550- (Contract), Program Attachment No. 001 (Program Attachment) in accordance with this CRR, effective the date this document is signed by DSHS or the date specified by DSHS, as follows:

Except as provided within this CRR, all other provisions of the Contract remain in effect. In the event of a conflict between the terms of the Contract and the terms of this CRR, this CRR shall control.

The Program Attachment is hereby revised as follows:

****

1. Revision Request - Section of Program Attachment to be revised: DSHS Contract Manager Initials: _____

Description of the revision requested. Describe any attachments to this form, which shall be incorporated into this document as a part of the Contract: Submitting the CRR and Contract Budget / Revised Budget form along with the equipment list for consideration and authorization of a Budget Revision to the RLSS-LOCAL Public Health System grant contact. Requesting to move anticipated available monies from the Personnel & Fringes Categories into the Equipment category in order to maximize the use of these funds.

Purpose for change request: (if the effective date of the change will be retroactive, include a justification for the retroactive effective date): The purpose of this CRR is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment item. Also moving available monies between Budget Categories will provide a more accurate representation of the RLSS-Local Public Health System grant costs. The available monies in the Personnel & Fringes categories are a result of a projected cost of living salary increase that did not materialize and a lower than anticipated fringe benefit rate.

Effective date of revision, as specified by Department, is _____.

DEPARTMENT OF STATE HEALTH SERVICES

_____
Signature of Authorized Official

_____
Date

Bob Burnette, C.P.M., CTPM
Director, Client Services Contracting Unit
1100 West 49th Street
Austin, Texas 78756
(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Hidalgo County
Contractor

_____
Signature

_____
Date

Ramon Garcia, Hidalgo County Judge
Printed Name and Title

1615 S. Closner Suite J
Address

Edinburg, Texas 78539
City, State, Zip

(956) 318-2600
Telephone Number

ramon.garcia@co.hidalgo.tx.us
E-mail Address for Official Correspondence

The general rule is that any change to the Contract requires a written Amendment (GP §13.15 [subrecipient]). The only exceptions are those explicitly stated in §13.16 (Contractor's Notification of Change) and §13.17 (Contractor's Request for Revision).

Instructions: **Two originals** 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 in the Contract Management Unit assigned to the Program Attachment. A separate CRR is required for each Program Attachment to be revised. A fully executed original will be returned to Contractor if approved by the Department.

Note: Circumstances of a requested CRR may indicate the need for a Contract Amendment with written justification rather than a CRR.

DEPARTMENT OF STATE HEALTH SERVICES

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM
CONTRACTOR: HIDALGO COUNTY
CONTRACT TERM: 09/01/2010 **THRU** 08/31/2011
DSHS DOCUMENT NO.: 2011-035550-001

CONTRACT BUDGET/REVISED BUDGET

FINANCIAL ASSISTANCE			
Object Class Categories	**Current Approved Budget**	**Change Requested**	**New or Revised Budget**
a. Personnel	$ 88,030.00	- $ 1,500.00	$ 86,530.00
b. Fringe Benefits (%)	$ 29,318.00	-$ 1,600.00	$ 27,718.00
c. Travel	$ .00	$ .00	$ .00
d. Equipment (attach list)	$ .00	+$ 3,100.00	$ 3,100.00
e. Supplies	$ 9,076.00	$ .00	$ 9,076.00
f. Contractual	$ 00	$ .00	$ .00
g. Other	$ .00	$ .00	$ .00
h. **TOTAL DIRECT**	$126,424.00	$ .00	$126,424.00
i. Indirect Cost	$ .00	$ .00	$ .00
j. **TOTAL**	$126,424.00	$ .00	$126,424.00
k. **DSHS Share**	$126,424.00	$ .00	$126,424.00
l. **Contracor Share**			
m. Program Income			

Detail on Indirect Charges: **Type of Rate:**

Rate: _____ % **Base: $** _____ **Total:** _____

Budget Justification:
The purpose of this Budget Revision is to comply with TDSHS's policy regarding obtaining prior approval to purchase any equipment Item. Also, moving available monies between Budget Categories will provide a more accurate representation of the RLSS-LOCAL Public Health System grant costs. The available monies in the Personnel & Fringes categories are a result of a projected cost of living salary increase that did not materialize and a lower than anticipated fringe benefit rate. The request for equipment is to purchase three computers that are needed for staff currently working within the scope of the RLSS-LOCAL grant.

AI-25825 **13.A.**

HIDTA Award Cooperative Agreement

CC REGULAR

Date:	03/21/2011
Submitted By:	Nelda Olivarez, HIDTA
Submitted For:	Rene Guerra, Criminal District Attorney
Department:	HIDTA
Agenda Category:	HIDTA - Task Force

Information

CAPTION

1. Authorization and approval to accept the Cooperative Grant Agreement Award no. G11SS0002A between Hidalgo County and the Executive Office of the President - Office of National Drug Control Policy in the amount of $294,073.00.

2. Approval of certification of revenues, as certified by the County Auditor for the HIDTA Task Force Grant

3. Approval of appropriation of funds for the Hidalgo County HIDTA Task Force (South Texas HIDTA McAllen Initiative) in the amount of $273,296.00 (Acct. #1-1291-412-00-270-003-0-XXX).

4. Approval of appropriation of funds for the HIDTA Task Force South Texas Director's Administrative Support Element in the amount of $20,777.00 (Acct. #1-1291-412-00-270-016-0-XXX).

5. Approval of salary schedules.

BACKGROUND

Consistent with Pub. L. 111-322, the Consolidated Appropriations Act, 2011, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 42% of the fiscal year 2010 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements: however, additional funding cannot be made available until enacted through public law.

a. Grant Amount: $294,073.00 - This amount represents 42% of the funds requested for budget year 2011. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.

b. Grant Number: G11SS0002A

c. Grant Period: 01/01/2011 to 12/31/2012

Fiscal Impact

FISCAL YEAR: 2010-2011 **ACCT. #:** 1-1291-412-00-270-003-1-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of in the amount of $273,296.00 for the HIDTA Task Force - South Texas McAllen Initiative.

Revenue Acct. # 1-1291-331-10-270-003-1-000

Grant Total Amount: $294,073.00 - This amount represents 42% of the funds requested for budget year 2011. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.
Grant Period: 01/01/2011 to 12/31/2012

FISCAL YEAR: 2010-2011 **ACCT. #:** 1-1291-412-00-270-016-0-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of in the amount of $20,777.00 for the HIDTA Task Force - South Texas Director's Administrative Support Element.

Revenue Acct. # 1-1291-331-10-270-016-1-000

Grant Total Amount: $294,073.00 - This amount represents 42% of the funds requested for budget year 2011. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.
Grant Period: 01/01/2011 to 12/31/2012

Attachments

Link: 2011 Grant Agreement

Link: 0 HIDTA Budgets & Salary Schedules

Link: county salary sch

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/17/2011 06:55 AM	APRV
2	Sylvia Solis	Sylvia Solis	03/17/2011 02:25 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	NEW

Form Started By: Nelda Olivarez Started On: 03/16/2011 03:48 PM

Final Approval Date: 03/17/2011

Executive Office of the President Office of National Drug Control Policy	Grant Agreement	
1. Recipient Name and Address Mr. Ramon Garcia Hidalgo County Auditor's Office 3100 S. Closner, Foxtrot Bldg Edingburg, TX 78539	4. Award Number: G11SS0002A 5. Grant Period: From 01/01/2011 to 12/31/2012	
1A. Recipient IRS/Vendor No.: 1746000717A4	6. Date: 3/11/2011	7. Action [X] Initial Supplemental
Subrecipient Name and Address	8. Supplement Number	
2A. Subrecipient IRS/Vendor No.:	9. Previous Award Amount:	
3. Project Title McAllen Initiative	10. Amount of This Award: $294,073 11. Total Award: $294,073	

12. Consistent with Public Law 111-322, the Continuing Appropriations Act, 2011, this document provides a total budget and spending ceiling as reflected in Block 10 of the Grant Award document, which represents funding at the rate of 42% of the fiscal year 2010 funding level. Accordingly, the sum of all budgets cannot exceed the award amount reflected in Block 10 of the Grant Award document. The Office of National Drug Control Policy acknowledges that the aforementioned funding level is below the stated budget requirements; however, additional funding cannot be made available until enacted through public law.

13. Statutory Authority for Grant: Public Law 111-322

AGENCY APPROVAL	RECIPIENT ACCEPTANCE
14. Typed Name and Title of Approving Official Michael K. Gottlieb Acting National HIDTA Director	15. Typed Name and Title of Authorized Official Ramon Garcia Hidalgo County Auditor's Office
16. Signature of Approving ONDCP Official Michael K. Gottlieb	17. Signature of Authorized Recipient/Date

AGENCY USE ONLY	
18. Accounting Classification Code DUNS: 103110834 EIN: 1746000717A4	19. HIDTA AWARD OND10B3SE1112 OND2000000 OC4101

GRANT CONDITIONS

A. General Provisions

1. This grant is subject to:

   - OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Government; or, if applicable, OMB Circular A-21, Cost Principles for Educational Institutions;
   - OMB Circular A-102, Grants and Cooperative Agreements with State and Local Governments; or, if applicable, OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations;
   - OMB Circular A-133, Audits of States, Local Governments and Non-Profit Institutions;
   - Government-wide Debarment and Suspension (Non procurement), codified at 21 CFR § 1401 et. seq.;
   - Government-wide Requirements for Drug-Free Workplace (Grants), codified at 21 CFR § 1401 et. seq.;
   - New Restrictions on Lobbying, codified at 18 USC § 1903 and 31 USC § 1352;
   - Nondiscrimination in Federally Assisted Programs and Equal Opportunity Plans requirements are codified at USC, Title VI (42 USC § 2000d et seq.); and
   - Immigration and Naturalization Service Employment Eligibility Verification Form (I-9).

2. Audits conducted pursuant to OMB Circular A-133, "Audits of State and Local Governments", must be submitted no later than nine (9) months after the close of the grantee's audited fiscal year. A copy of the audit report and management letter must be sent to:

   EOP/ONDCP
   Attention: Michael Reles
   GSD/RDF (202) 395-6608
   Anacostia Naval Annex
   Bldg 410/Door 123
   250 Murray Lane, SW
   Washington, DC 20509
   or:
   mreles@ondcp.eop.gov

3. Grantees are required to submit Federal Financial Reports (FFR) to the Department of Health and Human Services, Division of Payment Management (HHS/DPM). Other reporting requirements are specified in the HIDTA Program Policy and Budget Guidance.

4. The recipient gives the awarding agency or the Government Accountability Office, through any authorized representative, access to, and the right to examine, all paper or electronic records related to the grant.

5. Recipients of HIDTA funds are not agents of ONDCP. Accordingly, the HIDTA, its fiscal agent(s), HIDTA employees, HIDTA contractors, as well as state, local, and federal HDTA participants, either on a collective basis or on a personal level, shall not hold themselves out as being part of, or representing, the Executive Office of the President or ONDCP.

B. Special Conditions HIDTA Grants

The following special conditions are incorporated into each award document.

1. This grant is awarded for the initiative(s) named above. Variation from the description of activities approved by ONDCP and/or from the budget attached to this letter must comply with the reprogramming requirements as set forth in ONDCP's HIDTA Program Policy and Budget Guidance.

2. This award is subject to the requirements in ONDCP's HIDTA Program Policy and Budget Guidance.

3. No HIDTA funds shall be used to supplant state or local funds that would otherwise be made available for the same purposes.

4. The requirements of 28 CFR Part 23, which pertain to information collection and management of criminal intelligence systems, shall apply to any such systems supported by this award.

5. Special accounting and control procedures must govern the use and handling of HIDTA Program funds for confidential expenditures; i.e. the purchase of information, evidence, and services for undercover operations. Those procedures are described in Section 6-12 of the HIDTA Program Policy and Budget Guidance.

6. The grant recipient agrees to account for and use program income in accordance with the "Common Rule" and the HIDTA Program Policy and Budget Guidance. Asset forfeiture proceeds generated by the HIDTA-funded initiatives shall not be considered as program income earned by HIDTA grantees.

7. Property acquired with these HIDTA grant funds is to be used for activities of the SWB - South Texas HIDTA. If your agency acquires property with these funds and then ceases to participate in the HIDTA, this equipment must be made available to the HIDTA's Executive Board for use by other HIDTA participants.

8. All law enforcement entities that receive funds from this grant must report all methamphetamine laboratory seizure data to the National Clandestine Laboratory Database/National Seizure System at the El Paso Intelligence Center.

C. Payment Basis

1. A request for Advance or Reimbursement shall be made using the HHS/DPM system (www.dpm.psc.gov). Copies of invoices or payroll registers must accompany the payment confirmation number to provide documentation for the reimbursement request. Requests for advances must be accompanied by details specifying the need for the advance. Documentation of how the advance was spent must be submitted within 21 days before another advance or reimbursement will be approved.

2. The HIDTAs, or their respective grantees, must utilize the HIDTA program Financial Management System's (FMS) Disbursement module each time they submit a disbursement request to the NHAC. Requests for payment in the DPM system will not be approved unless the required disbursements have been entered into the FMS. Payments will be made via Electronic Fund Transfer to the award recipient's bank account. The bank must be FDIC insured. The account must be interest bearing.

3. Except for interest earned on advances of funds exempt under the Intergovernmental Cooperation Act (31 U.S.C. 6501 et seq.) and the Indian Self-Determination Act (23 U.S.C. 450), grantees and subgrantees shall promptly, but at least quarterly, remit interest earned on advances to HHS/DPM at the address provided below. When submitting your checks, please provide a detailed explanation which should include: reason for check (remittance of interest earned on HIDTA advance payments), check number, grantee name, grant number, interest period covered, and contact name and number.

Ms. Janet Fowler
Division of Payment Management
Department of Health and Human Services

Via U.S. Postal Mail:
P.O. Box 6021
Rockville, MD 20852

Via FedEx:
7700 Wisconsin Avenue
10th Floor
Bethesda, MD 20814

4. The grantee or subgrantee may keep interest amounts up to $100 per year for administrative purposes.

RECIPIENT ACCEPTANCE OF GRANT CONDITIONS

Signature: _____ Date: _____

Name: Ramon Garcia

Organization: Hidalgo County Auditor's Office

Initiative Cash by HIDTA

FY 2011

Awarded Budget (as approved by ONDCP)

HIDTA	Agency Name	Initiative	Cash	Type	Grant
SWB - South Texas	**Hidalgo County Auditor's Office**	Director's Administrative Support Element	49,469.00	Administration	G11SS0002A
		South Texas HIDTA McAllen Initiative	650,705.00	Investigation	G11SS0002A
	Agency Total : Hidalgo County Auditor's Office		**700,174.00**		
Total			**700,174.00**		

3/4/2011 12:21:51 PM

Budget Detail

2011 - SWB - South Texas

Initiative - Director's Administrative Support Element

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP)	***$700,174.00***	
Personnel	**Quantity**	**Amount**
Administrative Staff	1	$38,053.00
Total Personnel		**$38,053.00**
Fringe	**Quantity**	**Amount**
Administrative staff	1	$11,416.00
Total Fringe		**$11,416.00**
Total Budget		**$49,469.00**

Budget Detail

2011 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP) ***$700,174.00***

Personnel	Quantity	Amount
Administrative Staff	1	$28,200.00
Analyst - Criminal	1	$22,500.00
Attorney	1	$52,800.00
Director	1	$49,200.00
Financial Staff	1	$35,700.00
Investigative - Law Enforcement Officer	6	$224,600.00
Paralegal & Support	1	$26,000.00
Total Personnel		**$439,000.00**

Fringe	Quantity	Amount
Administrative staff	1	$8,571.00
Analyst - Criminal	1	$6,923.00
Attorney	1	$14,845.00
Director	1	$12,208.00
Financial staff	1	$9,923.00
Investigative - Law Enforcement Officer	6	$58,698.00
Paralegal & support		$8,271.00
Total Fringe		**$119,439.00**

Facilities	Quantity	Amount
Support		$6,840.00
Utilities		$18,000.00
Total Facilities		**$24,840.00**

Services	Quantity	Amount
Communications - data lines		$6,100.00
Communications - mobile phones & pagers		$12,000.00
Communications - office phones		$3,300.00
Insurance		$6,600.00
Service contracts		$13,826.00
Shipping & postage		$1,500.00
Training		$3,000.00
Vehicle lease - passenger		$18,000.00
Total Services		**$64,326.00**

Budget Detail

2011 - SWB - South Texas

Initiative - South Texas HIDTA McAllen Initiative

Award Recipient - Hidalgo County Auditor's Office (G11SS0002A)

Resource Recipient - Hidalgo County District Attorney's Office

Awarded Budget (as approved by ONDCP)	***$700,174.00***	
Supplies	**Quantity**	**Amount**
Office		$3,100.00
Total Supplies		**$3,100.00**
Total Budget		**$650,705.00**

HIDTA
2011
SF-424 Application

SWB - South Texas HIDTA
G11SS0002A
Hidalgo County Auditor's Office
$700,174.00

Generated On: March 14, 2011

OFFICE OF NATIONAL DRUG CONTROL POLICY
FY 09 HIDTA STATE AND LOCAL INITIATIVES

INSTRUCTIONS FOR APPLICANTS

Attached are the following documents for your FY 11 funding application:

- Approved FY 11 Budget to the Hidalgo County Auditor's Office for the Multiple Initiative(s).
- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

To submit a grant application for FY 11 HIDTA State and Local Initiative Funding, the following forms must be signed and returned:

- Application for Federal Assistance, SF-424.
- Budget Information Non-Construction Programs, SF-424A, Page 2. (Page 1 will not be utilized.)
- Assurances Non-Construction Programs, SF-424B.
- Budget Information Construction Programs, SF-424C.
- Certification regarding Lobbying; Debarment, Suspension and other Responsibility Matters; Drug-Free Workplace Requirements; Federal Debt Status, and Non-Discrimination Statutes and Implementing Regulations.
- Disclosure of Lobbying Activities.

Each of these documents have been completed based upon information submitted for the FY 11 initiatives. If this information is incorrect, contact the National HIDTA Assistance Center for new forms.

These documents must be completed and signed in their entirely and returned with original signatures affixed before the award letter can be initiated.

After completion, the forms should be sent to:

National HIDTA Assistance Center
11200 NW 20th ST, STE 100
Miami, FL 33172
(305) 715-7600

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED 03/14/2011	Applicant Identifier:
1. TYPE OF SUBMISSION Application: _ Construction, X Non-Construction Pre-application: _ Construction, _ Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FED AGENCY	Federal Identifier G11SS0002A

5. APPLICANT INFORMATION

LEGAL NAME: Hidalgo County Auditor's Office	ORGANIZATIONAL UNIT:
Organizational DUNS: 103110834	
ADDRESS *(Give city, county, State and Zip Code)* Hidalgo County Auditor's Office P O BOX 5719 Mcallen, TX 78502	*Name and telephone number of person to be contacted on matters involving this application (give area code)* Mr. Tony Garcia

6. EMPLOYER IDENTIFICATION NUMBER (EIN)

1746000717A4

8. TYPE OF APPLICATION

S New _ Continuation _ Revision

If revision, enter appropriate letter(s) in box(es) ☐ ☐

(Specify) _____

A. Increase Award B. Decrease Award
C. Increase Duration D. Decrease Duration
Other (specify)_____

7. TYPE OF APPLICANT: *(Enter appropriate letters in box)*

A. State	H. Independent School District
B. County	I. State Controlled Institution of Higher Learning
C. Municipal	J. Private University
D. Township	K. Indian Tribe
E. Interstate	L. Individual
F. Inter-municipal	M. Profit Organization
G. Special District	N. Other

9. NAME OF FEDERAL AGENCY ONDCP

10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER (CFDA):

95.001

11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT

McAllen Initiative

12. AREAS AFFECTED BY PROJECT

(Cities, Counties, States, etc.):

13. PROPOSED PROJECT		14. CONGRESSIONAL DISTRICTS OF	
Start Date	Ending Date	a. Applicant	b. Project
1/1/2011	12/31/2012		

15. ESTIMATED FUNDING:	
a. Federal	$700,174.00
b. Applicant	
c. State	
d. Local	
e. Other	
f. Program Income	
g. Total	$700,174.00

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS?

a. YES. ☐ This preapplication/application was made available to the State Executive order 12372 process for b. Applicant review on:

Date: _____

b. No. ☐ Program is not covered by E.O. 12372

☐ or program has not been selected by state for review

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

Yes If "Yes", attach an explanation ☒ No

TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT. THE DOCUMENT HAS BEEN DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS AWARDED.

a. Type Name of Authorized Representative	b. Title	c. Telephone
Ramon Garcia	Mr.	
d . Signature of Authorized Representative		e. Date Signed

Instructions for the sf424

Public reporting burden for this collection of information is estimated to average 45 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-0043), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET; SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This is a standard form used by applicants as a required face sheet for pre applications and application submitted for Federal assistance. It will be used by Federal agencies to obtain applicant certification that States which have established a review and comment procedure in response to Executive Order 12372 and have selected the program to be included in their process, have been given an opportunity to review the applicant's submission.

Item: Entry:

1. Self -Explanatory.
2. Data application submitted to Federal Agency (or State if applicable) & applicant's control number (if applicable).
3. State use only (if applicable).
4. Enter Date Received by Federal Agency, Federal identification number: if this application is to continue or revise an existing award, enter present Federal identifier number. If for a new project, leave blank.
5. Enter a legal name of applicant, name of primary organizational unit (including division is applicable), which will undertake the assistance activity, enter the organization's DUNS number (received from Dun and Bradstreet), enter the complete address of the applicant (including country), and name, telephone number, email and fax of the person to contact on matters related to this application.
6. Enter employer Identification Number (EIN) as assigned by the Internal Revenue Service.
7. Enter the appropriate letter in the space provided.
8. Check appropriate box and enter appropriate letter(s) in the space(s) provided;
   - "New " means a new assistance award
   - "Continuation" means any change in the Federal Government's financial obligation or contingent liability from an existing obligations
   - "Revision" means any change in the Federal Government's financial obligation or contingent liability from an existing obligation.
9. Name of Federal agency from which assistance is being requested with this application.
10. Use the Catalog of Federal Domestic Assistance number and title of the program under which assistance is requested.
11. Enter a brief descriptive title of project. If more than one program is involved, you should append an explanation on a separate sheet. If appropriate (e.g., construction or real property projects), attach a map showing project location. For pre application, use a separate sheet to provide a summary description of this project.
12. List only the largest political entities affected (e.g., State, counties, cities).
13. Self- Explanatory.
14. List the applicant's Congressional-District and any District(s) affected by the program or project.
15. Amount requested or to be contributed during the first funding/budget period by each contributor. Value of in kind contributions should be included on appropriate lines as applicable. If the action will result in a dollar change to an existing award, indicate only the amount of the change. For decrease, enclose the amounts in parentheses. If both basic and supplemental amounts are included, show breakdown on an attached sheet. For multiple program funding, use totals and show breakdown using same categories as item 15.
16. Applicants should contact the State Single Point of Contact (SPOC) for Federal Executive Order 12372 to determine whether the application is subject to the State intergovernmental review process.
17. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit disallowances, loans and taxes.
18. To be signed by the authorized representative of the applicant. A copy of the governing body's authorization for you to sign this application as official representative must be on file in the applicant's office. (Certain Federal agencies may require that this authorization be submitted as part of the application.

Section C - Non-federal Resources

(a) Grant Program	(b) Applicant	(c) State	(d) Other Resources	(e) TOTALS
8.	$	$	$	$
9.				
10.				
11.				
12. Total (sum line 8 - 11)	$	$	$	$

SECTION D – FORCASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	$700,174.00	$175,043.50	$175,043.50	$175,043.50	$175,043.50
14. Non-Federal					
15. TOTAL (sum of 13 and 14)	$	$	$	$	$

SECTION E – BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

	(b) First	(c) Second	(d) Third	(e) Fourth
16.				
17.				
18.				
19.				
20.				

SECTION F – OTHER BUDGET INFORMATION

21. Direct Charges	22. Indirect Charges
23. Remarks	

INSTRUCTIONS FOR THE SF-424A

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to the Office of Management and Budget, Paperwork Reduction Project (0348-0044), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT OT THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

General Instruction

This form is designed so that application can be made for funds from one or more grant programs. In preparing the budget, adhere to any existing Federal grantor agency guidelines, which prescribe how and whether budgeted amounts should be separately shown for different functions or activities within the program. For some programs, grantor agencies may require budgets to be separately shown by function or activity. For other programs, grantor agencies may require a breakdown by function or activity. Section A,B,C, and D should include budget estimates for the whole project except when applying for assistance which requires Federal authorization in annual or other funding period increments. In the latter case, Sections A, B,C, and D should provide the budget for the first budget period (usually a year) and Section E should present the need for Federal assistance in the subsequent budget periods. All applications should contain a breakdown by the object class categories shown in Lines a-k of Section B.

Section A. Budget Summary Lines 1-4 column (a) and (b)

For applications pertaining to a single Federal grant program (Federal Domestic Assistance Catalog number) and not requiring a functional or activity breakdown, enter on Line 1 under Column (a) the catalog program title and the catalog number in Column (b).

For application pertaining to a single program requiring budget amounts by multiple functions or activities, enter the name of each activity or function on each line in Column (a), and enter the catalog number in column (b). For application pertaining to multiple programs where none of the programs require a breakdown by function or activity, enter the catalog program title on each line in column (a) and the respective catalog number on each line in column (b).

For application pertaining to multiple programs where one or more programs require a breakdown by function or activity, prepare a separate sheet for each program requiring the breakdown. Additional sheets should be used when one form does not provide adequate space for all breakdown of data required. However, when more than one sheet is used, the first page should provide the summary totals by programs.

Lines 1-4, column (c) through (g)

For new application, leave columns (c) and (d) blank. For each line entry in Column (a) and (b), enter in Column (e), (f), and (g) the appropriate amounts of funds needed to support the project for the first funding period (usually a year).

For continuing grant program applications, submit these forms before the end of each funding period as required by the grantor agency. Enter in column (c) and (d) the estimated amounts of funds which will remain not obligated at the end of the grant funding period only if the Federal grantor agency instructions provide for this. Otherwise, leave these columns blank. Enter in column (e) and (f) the amounts of funds needed for the upcoming period. The amount(s) in column (g) should be the sum of amounts in Column (e) and (f).

For supplemental grants and changes to existing grants, do not use column (c) and (d). Enter in Column (e) the amount of the increase or decrease of Federal funds and enter in column (f) the amount of the increase of decrease of non-federal funds. In Column (g) enter the new total budgeted amount (Federal and non-federal which includes the total previous authorized budgeted amounts plus or minus, as appropriate, the amounts shown in column (e) and (f). The amount(s) in column (g) should not equal the sum of amounts in column (e) and (f).

Line 5- Show the totals for all columns used.

Section B Budget Categories

In the column headings (1) through (4), enter the titles of the same programs, functions, and activities shown on line 1-4, column (a), Section A. When additional sheets are prepared for Section A, provide similar column headings on each sheet. For each program, function or activity, fill in the total requirements for funds (both Federal and non-Federal) by object class categories.

Lines 6a-I- Show the totals of Lines 6a to 6h in each column.

Line 6j- Show the amount of indirect cost.

Line 6K- Enter the total of amounts on Lines 6i and 6j. For all applications for new grants and continuation grants the total amount in column (5), Line 6k, should be the same as the total amount shown in Section A, column (g), Line 5. For supplemental grants and changes to grants, the total amount of the increase or decrease as shown in column (1)-(4), Line 6k should be the same as the sum of the amounts in Section A, column (e) and (f) on Line 5.

Line 7- Enter the estimated amount of income, if any expected to be generated from this project. Do not add or subtract this amount. Show under the program narrative statement the nature and source of income. The estimated amount of program income may be considered by the federal grantor agency in determining the total amount of the grant.

Section C. Non-Federal Resources

Lines 8-11 Enter amounts of non-federal resources that will be used on the grant. If in-kind contributions are included, provide a brief explanation on a separate sheet.

Column (a) Enter the program titles identical to column (a), Section A. A breakdown by function or activity is not necessary.

Column (b) Enter the contribution to be made by the applicant.

Column (c) Enter the amount of the State's cash and in-kind contribution if the applicant is not a State or State agency. Applicants which are a State or State agencies should leave this column blank.

Column (d) Enter the amount of cash and in-kind contribution to be made from all other sources.

Column (e) Enter total of column (b),(c), and (d).

Line 12- Enter the total for each of column (b)-(e). The amount in column (e) should be equal to the amount on Line 5, column (f) section A.

Section D. Forecasted Cash Needs

Line 13 Enter the amount of cash needed by quarter from the grantor agency during the first year.

Line 14 –Enter the amount of cash from all other sources needed by quarter during the first year.

Line 15 – Enter the totals of amounts on Lines 13 and 14.

Section E. Budget Estimates of Federal Funds Needed for Balance of the Project

Lines 16-19- Enter in Column (a) the same grant program titles shown in Column (a), Section A. A breakdown by function or activity is not necessary. For new applications and continuation grant applications, enter in the proper columns amounts of Federal funds which will be needed to complete the program or project over the succeeding funding period (usually in years). This section need not be completed for revisions (amendments, changes, or supplements) to funds for the current year of existing grants.

If more than four lines are needed to list the program titles, submit additional schedules as necessary.

Line 20- Enter the total for each of the Column (b)-(e). When additional schedules are prepared for this section, annotate accordingly and show the overall totals on this line.

Section F. Other Budget Information

Line 21 – Use this space to explain amounts for individual direct object class cost categories that may appear to be out of the ordinary or to explain the details as required by the Federal grantor agency.

Line 22- Enter the types of indirect rate (provisional, predetermined, final or fixed) that will be in effect during the funding period, the estimated amount of the base to which the rate is applied, and the total indirect expense.

Line 23- Provide any other explanations or comments deemed necessary.

ASSURANCES – NON-CONTRUCTION PROGRAMS

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PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program, if you have questions, please contact the awarding agency. Further, certain Federal-awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management and completion of the project describe in this application.
2. Will give the awarding agency, the Comptroller General of United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all record, books, paper, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U. U. C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C. F. R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U. S. C. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U. S. C. 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U. S. C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U. S. C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U S C. 3601 et seq), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocations Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assistance programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U. S.C. 1501-1508 and 7324-7328) which limit the political activities are funded in whole or in part with Federal Funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U. S. C. 276a to 276a – 7), the Copeland Act (40 U. S. C. 276c and 18 U. S. C. 874), and the Contract Work Hours and Safety Standards Act (40 U. S. C. 327-333), regarding labor standards for federally assisted construction sub agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et esq.); (f) conformity of Federal actions to State (Clear Air) Implementation Plans under Section 176 (c) if the Clear Air Act of 1955, as amended (42 U.S.C. 7401 et esq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L..93-205).

12. Will comply with the Wild and Scenic: Rivers Act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties) and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984 or OMB Circular No. A-133, Audits of Institutions of Higher Learning and other Non-profit Institutions.

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION	Date Submitted
Hidalgo County Auditor's Office	

BUDGET INFORMATION – CONTRUCTION PROGRAMS

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case your will be notified

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Column a-b)
1. Administrative and legal expenses			
2. Land, structures, rights of way, appraisals, etc.			
3. Relocation expenses and payments			
4. Architectural and engineering fees			
5. Other architectural and engineering fees			
6. Project inspection fees			
7. Site work			
8. Demolition and removal			
9. Construction			
10. Equipment			
11. Miscellaneous			
12. SUBTOTAL (sum of lines 1 – 11)			
13. Contingencies			
14. SUBTOTAL			
15. Project (program) income			
16. TOTAL PROJECT COSTS (subtract # 15 from # 14)			

FEDERAL FUNDING

17. Federal assistance requested, calculate as follows (Consult Federal agency for Federal percentage share). Enter resulting Federal share.	Enter eligible costs from line 16c Multiply X _____%	

INSTRUCTION FOR THE SF 424-C

Public reporting burden for this collection of information is estimated to average 180 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0041), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET, SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

This sheet is to be used for the following types of applications: (1) "New" (means a new [previous Un-funded] assistance award); (2) "Continuation" (means funding in a succeeding budget which stemmed from a prior agreement to fund); and (3) "Revised" (means any changes in the Federal government's financial obligation or contingent liability from an existing obligation). If there is no change in the award amount there is no need to complete this form. Certain Federal agencies may require only an explanatory letter to the effect minor (no cost) changes. If you have questions please contact the Federal agency.

Column a.- If this is an application for a "New" project, enter the total estimated cost of each of the items listed on lines 1 through 16 (as applicable) under "COST CLASSIFICATIONS."

If this application entails a change to an existing award, enter the eligible amounts approved under the previous award for the items under " COST CLASSIFICATION'

Column b. If this is an application for a "New" project, enter that portion of the cost of each item in Column a. which is not allowable for Federal Assistance. Contact the Federal agency for assistance in determining the allowability of specific costs.

If this application entails a change to an existing award, enter the adjustment [+ or (-)] to the previously approved costs (from column a.) reflected in this application.

Column c. This is the net of line 1 through 16 in columns "a" and "b".

Line 1- Enter estimated amounts needed to cover administrative expenses. Do not include costs which are related to the normal functions of government. Allowable legal costs are generally only those associated with the purchase of land which is allowable for Federal participation and certain services in support of construction of the project.

Line 2 – Enter estimated site and right(s) of way acquisition costs (this includes purchase, lease, and/or easements).

Line 3 – Enter estimated cost related to relocation advisory assistance, replacement housing, and relocation payments to displaced persons and businesses, etc.

Line 4 – Enter estimate basic engineering fees related to construction (this includes start-up services and preparation of project performance work plan).

Line 5 – Enter estimated engineering costs, such as surveys, tests, soil borings, etc.

Line 6 – Enter estimated engineering inspection costs.

Line 7 – Enter estimated costs of site preparation and restoration which are not included in the basic construction contract.

Line 9 – Enter estimated cost of the construction contract.

Line 10 – Enter estimated cost of office, shop, laboratory, safety equipment, etc. to be used at the facility, if such costs are not included in the construction contract.

Line 11 – Enter estimated miscellaneous costs.

Line 12 - Total of items 1 through 11.

Line 13 – Enter estimated contingency costs. (Consult the Federal agency for the percentage of the estimated construction cost to use.)

Line 14 – Enter the total of lines 12 and 13.

Line 15 - Enter estimated program income to be earned during the grant period, e.g. salvaged materials, etc.

Line 16 – Subtract line 15 from line 14.

Line 17 – This block if for the computation of the Federal share. Multiply the total allowable project costs from line 16, column "c" by the Federal percentage share (this may be up to 100 percent; consult Federal agency for Federal percentage share) and enter the product on line 17.

ASSURANCES – CONSTRUCTION PROGRAMS

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NOTE: Certain of theses assurances may not be applicable to your project or program. If you have questions, please contact the Awarding Agency. Further, certain Federal assistance awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will not dispose of , modify the use of, or change the terms of the real property title, or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal interest in the title of real property in accordance with awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure non-discrimination during the useful life of the project.
4. Will comply with the requirements of the assistance awarding agency with regards to the drafting, review and approval of construction plans and specifications.
5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progress reports and such other information as may e required by the assistance awarding agency or State.
6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or present the appearance of personal or organizational conflict of interest, or personal gain.
8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit system for programs funded under one of the nineteen statutes or regulations specified in appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900 Subpart F).
9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
10. Will comply with all Federal statues relating to non-discrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) which prohibits discrimination of the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment act of 1972 (P.L. 93-255), as amended, relating to non-discrimination on the basis of drug abuse; (f) the comprehensive alcohol Abuse and alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient record; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to non-discrimination in the sale, rental or financing of housing; (I) any other non-discrimination provisions I the specific statute(s) under which application for Federal assistance is being made and (j) the requirements on any other non-discrimination Statute(s) which may apply to the application.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally assisted programs. These requirements apply to all interest in real property acquired for project purpose regardless of Federal participation in purchases
12. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. 276a to 276a-7), the Copeland Act (40 U.S.C. 276c and 18 U.S.C. 874), The contract Work hours and safety Standards Act (40 U. S. C. 327-333) regarding labor standards for federally assisted construction sub-agreements.
14. Will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more
15. Will comply with environmental standards which may be prescribe pursuant to the following: (a) institution of environmental quality control measures under the National environmental policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazard in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (h) protection of endangered species under the Endangered species Act of 1973, as amended, (P.L. 93-205).
16. Will comply with the wild and scenic rivers act of 1968 (16 U.S.C. 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
17. Will assist the awarding agency in assuring compliance with section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
18. Will cause to be performed the required financial and compliance audits in accordance with the single Audit Act of 1984.
19. Will comply with all applicable requirements of all other Federal laws, Executive Orders, regulations and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	Title
Ramon Garcia	Mr.
APPLICANT ORGANIZATION Hidalgo County Auditor's Office	Date Submitted

OFFICE OF NATIONAL DRUG CONTROL POLICY

CERTIFICATIONS REGARDING LOBBYING, DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; DRUG-FREE WORKPLACE REQUIREMENTS; FEDERAL DEBT STATUS, AND NONDISCRIMINATION STATUS AND IMPLEMENTING REGULATIONS

Instructions for the certifications

General Requirements
The Office of National Drug Control Policy (ONDCP) is required to obtain from all applicants' certifications regarding federal debt status, debarment and suspension, and a drug free workplace. Applicants requesting monies greater than $100,000 in grants funds must also certify regarding lobbing activities and may be required to submit a Disclosure of Lobbying Activities" (Standard Form LLL). Institutional applicants are required to certify that they will comply with the nondiscrimination statues and implementing regulations.

Applicants should refer to the regulations cited below to determine the certifications to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of the form provides for compliance with certification requirements under 21 CFR part 1405, "New Restrictions on Lobbying" and 21 CFR part 1414, Government wide Debarment and Suspension. (Non procurement), Certification Regarding Federal debt Status (OMB Circular A-129), and Certification Regarding the Nondiscrimination Statutes and Implementing Regulations. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Office of National Drug Control Policy determines to award the covered cooperative agreement

1. LOBBYING
As required by Section 1352, Title 31 of the U.S. Code, and implemented in 21 CFR part 1405, for persons entering into a cooperative agreement over $100,000, as defined at 21 CFR Part 1405, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will being paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Grant or cooperative agreement, the undersigned shall complete and submit Standard Form –LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
(c) The undersigned shall require that the language of this certification be included in the award document for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTER (DIRECT RECIPIENT)
As required by Executive Order 12549, Debarment and Suspension and implemented at 21 CFR Part 1404, for prospective participants in primary covered transactions

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency:
(b) Have not within a three-year period preceding this application been convicted of or and 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 statures 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 o otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) terminated for cause or default;and

B. Where the applicant is unable to certify to any of the statements in this certification. He or she shall attach an explanation to the application.

2. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)
As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.
A. The applicant certifies that it will or will continue to provide a drug free workplace by:

(a). Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the applicant's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about

(1) The dangers of drug abuse in the workplace;
(2) The applicant's policy of maintaining a drug free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violation occurring in the workplace;

(d) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(e) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction:

(f) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) form an employee or otherwise receiving actual notice of such convictions. Employers of convicted employees must provide notice including position title, to: The Assistance Center, 8401 Northwest 53rd Terrace, suite 200, Miami, Florida 33166. Notice shall include the identification number of each affected grant;

(g) Taking one of the following actions within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted-

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency;

(h) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The applicant may insert in the space provided below the site(s) for the performance of work done in connection with the specific cooperative agreement:

Place of Performance (street address, city, country, state, zip code)
Hidalgo County Auditor's Office

Check ☐ if there are workplaces on file that are not identified here.

The regulations provide that a recipient that is a State may elect of make one certification in each Federal fiscal year. A copy of which should be included with each application for ONDCP Funding.

DRUG FREE WORKPLACE (RECIPIENTS WHO ARE INDIVIDUALS)

As required by the Drug Free Workplace Act of 1988, and implemented at 21 CFR Part 1404 Subpart F.

A. as a condition of the cooperative agreement, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conduction any activity with the grant; and

B. If convicted of a criminal drug offense resulting form a violation occurring during the conduct of any grant activity, I will report the conviction in writing, within 10 calendar days of the conviction, to: The Assistance Center, 8401 Northwest 53rd Terrace, Suite 208, Miami, Florida 33166.

4. CERTIFICATION REGARDING FEDERAL DEBT STATUS (OMB Circular A-129)

The Applicant certifies to the best of its knowledge and belief, that it is not delinquent in the repayment of any federal debt.

5. CERTIFICATION REGARDING THE NONDISCRIMINATIN STATUTES AND IMPLEMENTING REGULATIONS

The applicant certifies that it will comply with the following nondiscrimination statues and their implementing regulations: (a) title VI of the Civil right Act of 1964 (42 U.S.C. 2000D et seq.) which provides that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity for which the applicant received federal financial assistance; (b) Section 504 if the rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicap in programs and activities receiving federal financial assistance; (c) title IX of the Education Amendments of 1972m as amended (20 U.S.C. 1981 et seq.) which prohibits discrimination on the basis of sex in education programs and activities receiving federal financial assistance; and (d) the Age Discrimination Act of 1975, and amended (42 U.S.C. 6101 et seq.) which prohibits discrimination on the basis of age in programs and activities receiving federal financial assistance, except that actions which reasonably take age into account as a factor necessary for the normal operation or achievement of any statutory objective of the project or activity shall not violate this statute

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

Grantee Name and Address:	**Hidalgo County Auditor's Office** **P O BOX 5719** **Mcallen, TX 78502**
Application Number and/or Project Name:	**G11SS0002A** **McAllen Initiative**
Grantee IRS/Vendor Number:	**1746000717A4**
Type Name and Title of Authorized Representative:	**Ramon Garcia** **Mr.**

5. Signature: _____ 6. Date: _____

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action	3. Report Type
[b.] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[b.] a. bid/offer/application b. Initial award c. post-award	[a.] a. Initial filing b. material change For Material Change only Year:____ Quarter:_____ Date of last report:

4. Name and Address of reporting Entity	5. If reporting entity in No. 4 is Subawardee, Enter name and address of Prime:
[X] Prime [ ] Subawardee Tier ___ *,if uknown:* **Hidalgo County Auditor's Office** **P O BOX 5719** **Mcallen, TX 78502** Congressional District, *if known*	Congressional District, *if known*

6. Federal Department/Agency:	7. Federal Program Name/Description:
ONDCP	HIDTA

8. Federal Action Number, if known	9. Award Amount, if known
G11SS0002A	$700,174.00

10. a. Name and Address of Lobbying Entity (if individual, last name, first name, MI)	b. Individuals Performing Services (including address if (if individual, last name, first name, MI) different from No. 10a) last name, first name, MI)
None	None

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):
$ N/A ___actual ___planned	____ a. retainer ____ b. one-time fee ____ c. commission ____ d. contingent fee ____ e. deferred ____ f. other; specify:
12. Form of Payment (check all that apply): ___ a. cash ___ b. in-kind; specify: nature_____ value_____	

14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or Member(s) contacted, for Payment indicated in Item 11:

HIDTA Related Initiatives

(attach Continuation Sheet (s) SF-LLL-A, if necessary)

15. Continuation Sheet(s) SF-LLL-A atached: ____ Yes ___X___ No

16. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made o entered into. This disclosure is requested pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: _____ Print Name: Ramon Garcia Title: Mr. Telephone No.: Date:_____

Federal Use Only:

Authorized for local reproduction
Standard Form – LLL

DATE: MARCH 16, 2011

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE / STX DIRECTOR'S ADMINISTRATIVE SUPPORT ELEMENT

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-016-1-XXX

REVENUE - 1291-331-10-270-016-1-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)			ACCOUNT (OBJECT) NAME	INITIAL BUDGET
1-1291-412-00-270-016-	1-	113	FULL-TIME EMPLOYEES	15,982.00
1-1291-412-00-270-016-	1-	211	HEALTH INSURANCE	1,947.00
1-1291-412-00-270-016-	1-	212	LIFE INSURANCE	11.00
1-1291-412-00-270-016-	1-	220	FICA	1,223.00
1-1291-412-00-270-016-	1-	230	RETIREMENT	1,534.00
1-1291-412-00-270-016-	1-	250	UNEMPLOYMENT COMPENSATION INSURANCE	80.00
			TOTAL APPROPRIATIONS	$20,777.00
1-1291-331-10-270-016-	1	000	HIDTA TASK FORCE 2011 GRANT REVENUE	20,777.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2011 GRANT NUMBER G11SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___ DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

INITIATVE: SOUTH TEXAS HIDTA McALLEN -Director's Administrative Support Element
AWARD NUMBER: G11SS0002A

POSITION	2011 GRANT FUNDS	FRINGE BENEFITS					Total Fringe Benefits
		Health Insurance	Life Insurance	FICA 7.65%	Retirement 9.60%	Unemply Comp 0.5000%	
Administrative Assistant IV	38,053.00	3,600.00	27.00	2,911.05	3,653.09	190.27	10,381.41
TOTAL:	**38,053.00**	**3,600.00**	**27.00**	**2,911.05**	**3,653.09**	**190.27**	**10,381.41**

REQUEST AMOUNTS	38,053.00		11,416.00
DIFFERENCE	0.00		(1,034.59)
		1,034.59	
		4,634.59	

Please Note: The grant total amount of $294,073.00 represents 42% of the funds requested for budget year 2011. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.

DATE: March 16, 2011

DEPARTMENT HEAD: RENE GUERRA, HIDALGO COUNTY CRIMINAL DISTRICT ATTORNEY

DEPARTMENT NAME: H.I.D.T.A. TASK FORCE

ACCOUNT NUMBER: EXPENDITURE - 1291-412-00-270-003-1-XXX

REVENUE - 1291-331-10-270-003-1-000

SUBJECT: BUDGET AMENDMENT

HONORABLE COMMISSIONER'S COURT OF HIDALGO COUNTY:

I WOULD LIKE TO REQUEST THE FOLLOWING AMENDMENTS (INCREASES) TO MY DEPARTMENTAL BUDGET IN ACCORDANCE WITH V.A.C.S., PURSUANT TO ARTICLE 689A-11, 1666A, 1666B:

INCREASE OBJECT NUMBER (S)		ACCOUNT (OBJECT) NAME	100% INITIAL BUDGET (Approved)
1-1291-412-00-270-003-	1- 113	FULL-TIME EMPLOYEES	184,380.00
1-1291-412-00-270-003-	1- 115	LONGEVITY	2,559.00
1-1291-412-00-270-003-	1- 211	HEALTH INSURANCE	14,781.00
1-1291-412-00-270-003-	1- 212	LIFE INSURANCE	97.00
1-1291-412-00-270-003-	1- 220	FICA	14,105.00
1-1291-412-00-270-003-	1- 230	RETIREMENT	17,700.00
1-1291-412-00-270-003-	1- 250	UNEMPLOYMENT COMPENSATION INSURANCE	922.00
1-1291-412-00-270-003-	1- 342	INFO & CREDIT SERVICE	1,764.00
1-1291-412-00-270-003-	1- 411	UTILITY SERVICE - WATER	504.00
1-1291-412-00-270-003-	1- 413	ELECTRONIC SECURITY	252.00
1-1291-412-00-270-003-	1- 423	CUSTODIAL SERVICE	2,621.00
1-1291-412-00-270-003-	1- 432	REPAIRS & MAINTENANCE SERVICES/EQUIP & VEHICLES	5,807.00
1-1291-412-00-270-003-	1- 442	RENTAL OF EQUIPMENT & VEHICLES	7,560.00
1-1291-412-00-270-003-	1- 522	VEHICLE LIABILITY INSURANCE	84.00
1-1291-412-00-270-003-	1- 523	PUBLIC OFFICIALS INSURANCE	798.00
1-1291-412-00-270-003-	1- 524	GENERAL INSURANCE	1,890.00
1-1291-412-00-270-003-	1- 531	TELEPHONE	1,386.00
1-1291-412-00-270-003-	1- 532	CELLULAR / MOBILE PHONE	5,040.00
1-1291-412-00-270-003-	1- 534	INTERNET SERVICES	798.00
1-1291-412-00-270-003-	1- 535	POSTAGE AND EXPRESS MAIL CHARGES	630.00
1-1291-412-00-270-003-	1- 584	REGISTRATION FEES	1,260.00
1-1291-412-00-270-003-	1- 601	OFFICE SUPPLIES & COMPUTER SUPPLIES	1,302.00
1-1291-412-00-270-003-	1- 622	ELECTRICITY	7,056.00
		TOTAL APPROPRIATIONS	$273,296.00
1-1291-331-10-270-003-	1- 000	HIDTA TASK FORCE 2011 GRANT REVENUES	273,296.00

TO APPROPRIATE THE HIDALGO COUNTY HIDTA 2011 GRANT NUMBER G11SS0002A

There are no areas in my current budget to reduce in order to fund the above mentioned item(s).

APPROVED BY COMMISSIONER'S COURT

___/___/___
DATE

DEPARTMENT HEAD SIGNATURE

ATTEST BY COUNTY CLERK

INITIATVE: SOUTH TEXAS HIDTA McALLEN - HIDALGO COUNTY HIDTA TASK FORCE
AWARD NUMBER: G11SS0002A

SLOT NO.	EMPLOYEE NO.	POSITION	2011 BUDGETED SALARY	DIST. GRANT FUND	DIST. ASSET FUNDS		2011 GRANT FUNDS	2011 ASSET FUNDS	LONGEVITY PAY Total Longevity	LONGEVITY PAY GRANT 20.00	LONGEVITY PAY ASSET 60.00	HEALTH INSURANCE GRANT 3,600.00	HEALTH INSURANCE ASSET 3,600.00	LIFE INSURANCE GRANT 27.00	LIFE INSURANCE ASSET 27.00	FICA GRANT 7.65%	FICA ASSET 7.65%	RETIREMENT GRANT 9.60%	RETIREMENT ASSET 9.60%	UNEMPLOY COMP GRANT 0.5000%	UNEMPLOY COMP ASSET 0.5000%	FRINGE BENEFITS 2011 GRANT	FRINGE BENEFITS 2011 ASSET
G011	036625	Administrative Assistant IV	39,707.00	71.02022313%	28.97977687%	100.00%	28,200.00	11,507.00	720.00	511.35	208.65	2,556.73	1,043.27	19.18	7.82	2,157.30	880.29	2,707.20	1,104.67	141.00	57.54	8,092.75	3,302.24
G010	089605	Intelligence Research Specialist	32,929.00	68.32882869%	31.67117131%	100.00%	22,500.00	10,429.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	1,721.25	797.82	2,160.00	1,001.18	112.50	52.15	6,569.65	2,902.24
G002	065226	Assistant District Attorney IV	71,140.00	74.21984819%	25.78015181%	100.00%	52,800.00	18,340.00	3,600.00	2,671.91	928.09	2,556.73	1,043.27	19.18	7.82	4,039.20	1,403.01	5,068.80	1,760.64	264.00	91.70	14,619.82	5,234.53
G001	043354	Commander	75,899.00	64.82298845%	35.17701155%	100.00%	49,200.00	26,699.00	780.00	505.62	274.38	2,556.73	1,043.27	19.18	7.82	3,763.80	2,042.47	4,723.20	2,563.10	246.00	133.50	11,814.52	6,064.55
G009	070491	Accountant III	50,859.00	70.19406595%	29.80593405%	100.00%	35,700.00	15,159.00	780.00	547.51	232.49	2,556.73	1,043.27	19.18	7.82	2,731.05	1,159.66	3,427.20	1,455.26	178.50	75.80	9,460.17	3,974.31
G003	175145	Criminal Investigator I	52,254.00	70.74673709%	29.25326291%	100.00%	36,968.00	15,286.00	420.00	297.14	122.86	2,556.73	1,043.27	19.18	7.82	2,828.05	1,169.38	3,548.93	1,467.46	184.84	76.43	9,434.86	3,887.23
G004	121193	Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	660.00	451.66	208.34	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,589.38	4,286.35
G005	060135	Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,137.72	4,078.00
G006	153818	Criminal Investigator II	54,021.00	68.43264656%	31.56735344%	100.00%	36,968.00	17,053.00	420.00	287.42	132.58	2,556.73	1,043.27	19.18	7.82	2,828.05	1,304.55	3,548.93	1,637.09	184.84	85.27	9,425.14	4,210.59
G007	088994	Criminal Investigator II	47,829.00	77.29201949%	22.70798051%	100.00%	36,968.00	10,861.00	0.00	0.00	0.00	2,556.73	1,043.27	19.18	7.82	2,828.05	830.87	3,548.93	1,042.66	184.84	54.31	9,137.72	2,978.92
G008	072192	Assistant Commander	58,888.00	67.51800027%	32.48199973%	100.00%	39,760.00	19,128.00	300.00	202.55	97.45	2,556.73	1,043.27	19.18	7.82	3,041.64	1,463.29	3,816.96	1,836.29	198.80	95.64	9,835.86	4,543.76
G012	057347	Administrative Assistant III	36,272.00	71.68063520%	28.31936480%	100.00%	26,000.00	10,272.00	900.00	645.13	254.87	2,556.73	1,043.27	19.18	7.82	1,989.00	785.81	2,496.00	986.11	130.00	51.36	7,836.03	3,129.25
		TOTAL	**627,840.00**				**439,000.00**	**188,840.00**	**8,580.00**	**6,120.28**	**2,459.72**	**30,680.74**	**12,519.26**	**230.11**	**93.89**	**33,583.50**	**14,446.26**	**42,144.00**	**18,128.64**	**2,195.00**	**944.20**	**114,953.62**	**48,591.98**
										6,045.20	**2,486.46**												
						42%	**184,380.00**			**2,570.52**		12,885.91		**96.64**		**14,105.07**		**17,700.48**		**921.90**		**48,280.52**	
												1,895.09											
												14,781.00											

***NOTE: 2011 Grant Over-estimated fringe benefits by $4,512.12 (Reduction of Health Insurance for 2011)/42% or $1,895.09. ALSO, The grant total amount of $294,073.00 represents 42% of the funds requested for budget year 2011. The remainder of the funds will be awarded upon the completion of the federal governments' approval of the national budget.**

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-016-0

AI - 25825

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	ADMINISTRATIVE ASSISTANT IV	10	0	$35,254.00	$35,254.00	$35,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,254.00
					$35,254.00	$35,254.00	$35,254.00	$0.00	$0.00	$0.00	$0.00	$0.00	$35,254.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1291-412-00-270-003-0

AI - 25825

HIDTA TASK FORCE

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
G001	113	COMMANDER	18	4	$75,899.00	$49,200.00	$49,200.00	$505.62	$0.00	$0.00	$0.00	$0.00	$49,705.62
G002	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$52,757.00	$52,800.00	$2,671.58	$0.00	$0.00	$0.00	$0.00	$55,471.58
G003	113	CRIMINAL INVESTIGATOR I	12	4	$47,829.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G004	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$36,968.00	$36,968.00	$314.66	$0.00	$0.00	$0.00	$0.00	$37,282.66
G005	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$288.00	$0.00	$0.00	$0.00	$0.00	$37,256.00
G006	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$0.00	$0.00	$0.00	$0.00	$0.00	$36,968.00
G007	113	CRIMINAL INVESTIGATOR II	14	3	$54,021.00	$36,968.00	$36,968.00	$451.66	$0.00	$0.00	$0.00	$0.00	$37,419.66
G008	113	ASSISTANT COMMANDER	16	1	$58,888.00	$39,760.00	$39,760.00	$213.00	$0.00	$0.00	$0.00	$0.00	$39,973.00
G009	113	ACCOUNTANT III	12	6	$50,859.00	$35,700.00	$35,700.00	$547.51	$0.00	$0.00	$0.00	$0.00	$36,247.51
G010	113	INTELLIGENCE RESEARCH SPECIALIST	8	2	$32,929.00	$22,500.00	$22,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,500.00
G011	113	ADMINISTRATIVE ASSISTANT IV	10	3	$39,707.00	$28,200.00	$28,200.00	$512.00	$0.00	$0.00	$0.00	$0.00	$28,712.00
G012	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$25,999.00	$26,000.00	$667.00	$0.00	$0.00	$0.00	$0.00	$26,667.00
					$627,790.00	$438,956.00	$439,000.00	$6,171.03	$0.00	$0.00	$0.00	$0.00	$445,171.03

AI-25784 **14.A.**

Fire equipment purchase - Pct. #4 (Linn/San Manuel)

CC REGULAR

Date:	03/21/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Monica Leal
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 4, is requesting authority to purchase Fire Station Equipment (800 gallon skid unit) for the Linn/San Manuel Volunteer Fire Department. Purchase will be made from Daco Fire Equipment (contract # FS12-09) an approved vendor through Hidalgo County's membership and participation with H-GAC. The total amount for the purchase is $24,075.00 (quote attached), as requested by the Hidalgo County Precinct No. 4 for the Linn/San Manuel Volunteer Fire Department utilizing UCP FY 22 & 23 (2009 & 2010) Fire Station/Equipment line item.

BACKGROUND

The Fire Station/Equipment (800 gallon skid unit) will be utilized by the Linn/San Manuel Volunteer Fire Department.

Vendor:	Daco Fire Equipment
Purchase Amount:	$24,075.00
Funds Available:	$52,757.70 - FY 22 & 23 (2009-2010) – Fire Station/Equipment

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County Year 22 (2009) & Year 23 (2010) Fire Station/Equipment funds will be utilized for the purchase of an 800 gallon skid unit for the Linn/San Manuel Volunteer Fire Department.

Attachments

Link: Daco Quote

Link: Approved Vendor List

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 10:06 AM	APRV

2	Perla Lopez	Perla Lopez	03/17/2011 08:39 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:19 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Estella Webber Started On: 03/16/2011 09:08 AM

Final Approval Date: 03/17/2011

DACO FIRE EQUIPMENT

201 AVENUE R • P.O. BOX 5006 • LUBBOCK, TEXAS 79408 • PHONE 806-763-0808 • FAX 806-763-9151

Quotation Quotation Quotation

TO: LINN-SAN MANUAL
DATE: 3-1-11
PHONE: 956-227-4040

ATTENTION: FIRE CHIEF

SUBJECT: SKID UNIT AS
FAX:

We are pleased to quote you the following, in response to your inquiry of:

One DACO BUILT 800 GALLON SKID UNIT AS PER ATTACHED SPECIFIATIONS.

TOTAL PRICE .....$**24,075.00**

Shipment is scheduled for 120 DAYS after receipt of your order.

TERMS: NET DELIVERY

F.O.B. LINN SAN-MANUAL FD

We appreciate this opportunity to quote you and thank you for your inquiry.

Cordially yours,
DACO
STEVE DAVIS

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: HGAC **Person Contacted:** Steve Davis

Purchase #1 **Vendor Name:** DACO Fire Equipment **Contract No. :** FS12-09 **Phone:** 1-806-763-0808

Quantity	Description of Items	Price per Unit	Total Amount
1	DACO built 800 gallon skid unit (specs attached)	$24,075.00	$24,075.00

TOTAL:	$24,075.00

Recommendation:

Requested by: Joseph Palacios Date 3/15/11 **UCP Approval:** [signature] Date 3/16/11

DACO FIRE EQUIPMENT

Custom 800 GALLON SKID

Grass Truck Specifications

For Fire Chief
MINGO HIMOSOSH
LINN-SAN MANUEL

Presented by:
STEVE DAVIS
DACO FIRE EQUPMENT
201 AVE R
LUBBOCK, TEXAS 79408

March 2, 2011

rosenbauer
Firefighting Technology
READY TO SERVE

800 GALLON SKID UNIT.

One (1) **DECK LIGHTING PUMP AREA**
There shall be a light installed at the pump area. The switch for the light shall be installed on the pump panel. Light will be incandescent for better illumination at night.

One (1) **800 GALLON WATER TANK**
The booster tank shall be rectangular in configuration and shall have a capacity of 800gallons. All tank sides, top and bottom, shall be constructed of 1/2" black UV stabilized copolymer polypropylene.

The tank shall be constructed utilizing latest thermo plastic welding technology. A clean, hot air controlled temperature process shall ensure that the weld reaches its plasticized state without cold or hot spots.

The tank shall undergo extensive testing prior to installation in the truck. The process shall include an electronic spark and water fill test after both the internal and external tank shell welds are completed.

The tank shall have a combination vent and manual fill tower. The tower shall be located in the left front corner of the tank. The tower shall have a hinged cover and 1/4" thick polypropylene screen.

There shall be two (2) standard tank openings; one for the tank to pump suction line with an anti-swirl plate and one for a tank fill line.

Baffles, both longitudinal and latitudinal shall be interlocking and thermo welded to minimize water surge during travel, enhancing road-handling stability.

One (1) **POLY PUMP PLATFORM**
PUMP PLATFORM

On the rear of the tank shall be a 30" deep x 46" wide poly pump mount area. A gusset shall be furnished on each side from the tank to the pump mount area for support.

Two (2) **HOSE TRAY WELDED TO TOP OF TANK-SKID:**
One tray for 1.5" pre-connect
One tray for 2.5 x 8' hard suction hose.

One (1) **HALE HPX200-B23**
HALE PUMP

The pump shall be a Hale Model HPX200-B23 Portable Pump

Performance

The pump/engine shall perform to the standards of ISO 9 and NFPA 1906 low pressure pump rating. Typical pump performance from 5 foot draft at sea level shall be: 85 GPM @ 150 PSI, 160GPM @ 100 PSI, and 245 GPM @ 25 PSI.

Pump

The pump body shall be made of alloy aluminum castings coupled together with a stainless steel band clamp with an O-ring seal which allows quick pump volute removal for servicing. The pump end shall be factory hydrostatically tested to 250 PSI. The impeller shall be bronze. The renewable clearance rings shall be made of bronze to inhibit corrosion. The impeller shall be 8.75 inches in diameter and designed with a sleeve back end to prevent water from coming in contact with the engine shaft. The
pump shaft seal shall be an automatically adjusting, maintenance free, mechanical type. The pump body shall be equipped with a petcock drain valve.

Priming

The pump shall be equipped with an exhaust venture primer of brass and stainless steel construction. The primer shall be capable of 15 to 20 inches of mercury vacuum. The primer shall be actuated with a spring return, single control lever located at the operator's panel. The primer to pump line shall be equipped with an automatic check valve for priming from an open body of water and a manual shut-off for pumping from a pressurized water source.

Suction/Discharge

The suction and discharge ports shall be female pipe thread, designed and located to accept applicable hose thread adapters.

Engine

The engine shall be a 4-cycle gasoline Briggs and Stratton Vanguard series 386000 Series V Twin, overhead valve, air cooled design. Engine rating shall be 23 BHP at 3600 RPM with a torque of 32.75 lb-ft at 2600 rpm. Engine displacement shall be 627cc and shall be designed to meet current CARB (California Air Resources Board) and EPA (Environmental Protection Agency) standards. A 12-volt electric system shall be provided with electric starter and a 16 amp alternator. Recoil backup engine starting shall be provided. Engine shall be equipped with a residential muffler with USDA approved spark arrestor.

Mounting Platform

The pump/engine shall be isolation mounted onto a steel base plate.

Instrumentation

The pump shall be supplied with a remote mounted control panel. This panel shall include a throttle lever, primer pull cable, master switch, push-on starter button, pull cable engine choke control, a 2.5 inch liquid filled discharge gauge and an oil pressure warning light.

Pump will have the ability to draft from 12 vertical feet.

One (1)

2.5" TANK TO PUMP PLUMBING
TANK TO PUMP

All plumbing shall be stainless steel schedule 40 pipe. A 2.5" quarter turn ball valve shall be installed at the tank with a victaulic fitting. There shall be a rubber hump style hose installed between the pump intake and 2.5" piping. There shall be custom fabricated aluminum brackets installed to support the plumbing. All pipe plumbing shall be welded to eliminate the need for fittings.

One (1)

2.5" SUCTION INLET
GATED SUCTION INLET

A 2.5"quarter turn ball valve shall be installed on the intake plumbing. There shall be a 2.5" chrome swivel inlet installed on the valve. A 2.5" male plug with chain shall be installed in the inlet.

Two (2)

1.5" REAR DISCHARGE
1-1/2" DISCHARGE

One discharge to the rear, one discharge for pre-connect top of tank.

A 1.5" NST rear discharge valve will be mounted on the manifold. The valve shall be a brass water valve. There shall be a 1.5" cap and chain installed on the valve.

One (1)

2.5" REAR DISCHARGE
2-1/2" DISCHARGE

A 2.5" NST rear discharge valve will be mounted on the manifold. The valve shall be a brass water valve. There shall be a 2.5" cap and chain installed on the valve.

One (1)

1" TANK FILL

A 1" tank fill valve shall be installed on the manifold. The tank fill shall be plumbed to the tank with 800 psi hose. The fittings on the hose shall be JIC type fittings.

One (1)

BOOSTER HOSE REEL 150' CAPACITY

HOSE REEL

A Hannay Model EF20-30-31 electric rewind booster reel shall be installed on the rear passenger side corner of the bed. The reel shall be constructed utilizing an all welded base. Reel bushings shall be manufactured from Nylatron to insure maintenance free operation. A 12-volt electrical motor shall be provided and will rewind the reel with a chain and sprocket drive mechanism. The reel shall have a capacity of 150 of 1" booster hose. A fully shielded rewind switch shall be provided on the body on the same side as the reel. Electrical switch connections shall be coated to protect against moisture. Chrome finish rollers and guides with nylon bushings shall be provided on the reel. Plumbing to the reel shall be a 1" flexible 800 psi hose with the discharge valve located at the operators control panel area.

One (1) **BOOSTER HOSE LIGHT WEIGHT 150'**
LIGHTWEIGHT BOOSTER HOSE

One (1) length of 1" x 150 ft. Boostlite lightweight hose shall be installed on the hose reel. The yellow lightweight hose shall have 1" NST aluminum couplings.

One (1) **TOP SIDE COMPARTMENT 36" W X 30"H X 19"D**
COMPARTMENT shipped loose. Customer to mount on body.
Aluminum compartment(s) shall be installed on the top side of the apparatus deck. The compartment shall be 36" W X 30"T X 19"D. There shall be (1) double pan lift up door within the 36" wide compartment. There shall be compartment lighting installed to come on when the door is open. "T" handle latches shall be installed in the doors.

One (1) **WARRANTY**
WARRANTY

We warrant each new motorized fire apparatus manufactured by Daco Fire EQUIPMENT, for a period of ONE YEAR from the date of delivery, except for chassis and other components noted herein.

Under this warranty we agree to furnish any parts to replace those that have failed due to defective material or workmanship where there is no indication of abuse, neglect, unusual or other than normal service providing that such parts are, at the option of DACO FIRE EQUIPMENT, made available for our inspection at our request, returned to our factory or other location designated by us with transportation prepaid within thirty days after the date of failure or within one year from the date of delivery of the apparatus to the original purchaser, whichever occurs first, and inspection indicates the failure was attributed to defective material or workmanship.

The warranty on the chassis and chassis supplied components, storage batteries, generators, electrical lamps and other devices subject to deterioration is limited to the warranty of the manufacturer thereof and adjustments for the same are to be made directly with the manufacturer by the customer.

This warranty will not apply to any fire apparatus that has been repaired or altered outside our factory in any way, which in our opinion might affect its stability or reliability.

This warranty shall not apply to those items that are usually considered normal maintenance and upkeep services: including, but not limited to, normal lubrication or proper adjustment of minor auxiliary pumps or reels.

This warranty is in lieu of all other warranties, expressed or implied, and all other obligations or liabilities on our part. We neither assume nor authorize any person to assume for us any liability in connection with the sales of our apparatus unless made in writing by Daco Fire Equipment.

DACO STAINLESS STEEL PLUMBING WARRANTY

Subject to the provisions, limitations and conditions set forth in this warranty, Daco Fire Equipment inc. (hereby referred to as "seller"), hereby warrants to each original purchaser only that stainless steel plumbing components and ancillary brass fittings used in the construction of the water/foam plumbing system shall be warranted for a period of ten (10) years. This covers structural failures caused by defective design or workmanship, or perforation caused by corrosion, provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original purchaser for a period of ten years from the date of the delivery and shall terminate upon the transfer of possession or ownership by original purchaser.

This warranty is conditioned upon normal use and reasonable maintenance of such plumbing; prompt written notice of all defects to seller or one of the seller's then authorized dealers in the area; no repair or additions there to except by seller or authorized by it; said defect not resulting from misuse, negligence, accident, remount, overloading beyond applicable weight rating by customer or third parties. If any such conditions are not complied with, this warranty shall become void and unenforceable.

Should repairs become necessary under the terms or the warranty, the extent of that repair shall be determined solely by the seller and shall be performed solely at Daco Fire Equipment inc. or a repair facility designated by the seller. The expense of any transportation to or from such repair facility shall be that of the purchaser and is not an item covered by this warranty.

Seller reserves the unrestricted right at any time from time to time to make changes in the design of and/or improvements on its products without thereby imposing any obligation on itself to make corresponding changes or improvements in or on its products theretofore manufactured.

EXCLUSIONS AND LIMITATIONS: THIS MANUFACTURER'S WARRANTY IS PROVIDED IN PLACE OF ANY AND ALL OTHER REPRESENTATIONS OR IMPLIED WARRANTIES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATIONS OR WARRANTY ON BEHALF OF DACO FIRE EQUIPMENT INC. OR ANY OF ITS DISTRIBUTORS OTHER THAN SET FORTH IN THIS MANUFACTURER'S WARRANTY. YOUR RIGHT TO SERVICE AND REPLACEMENT OF PARTS ON THE TERMS EXPRESSLY SET FORTH HERIN ARE YOUR EXCLUSIVE REMEDIES AND NEITHER THE MANUFACTURER NOR ANY OF ITS DISTRIBUTORS SHALL BE LIABLE FOR DAMAGES, WHETHER ORDINARY, INCIDENTAL OR CONSEQUENTIAL.

BOOSTER TANK

Custom Composites LLC, herein referred to as the Seller, warranties that tanks manufactured by Seller will be free from defects in materials and workmanship for a period of time equal to the service life of the original vehicle on which tank was installed. Original vehicle must be in active fire suppression for warranty to be in full effect.

Notification should be made to Seller by calling toll free 1-877-912-6297 as soon as defect is discovered so that repair procedure can be carried out quickly. Please include photographs, documentation, serial numbers, contact number and name, and any other pertinent information.

Seller's obligation under this warranty is solely limited to repairing and or

replacing, at Seller's discretion, F.O.B. manufacturing plant, tanks manufactured by Seller found to be defective. Seller is not liable for incidental or consequential damage including loss of profit, or any other type of damage which may be caused in whole or part by any failure, defect or other problem of the tanks manufactured by Seller. Alteration made to tanks without approval will void warranty.

This warranty does not apply to tanks damaged by misuse, neglect, accident or improper installation. User will be responsible for cost to repair tank found to be not caused by defect. Reasonable costs to remove and or reinstall defective product must be agreed upon by both parties prior to beginning repair and will be paid by Seller. Seller makes no other warranties expressed or implied.

PUMP WARRANTY

Hale Products, Inc., herein referred to as "Hale", warrants products of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of two years or 2000 hours of usage, whichever comes first. Products used for rental or contracting purposes are warranted for a period of six months or 2000 hours of usage, whichever comes first. This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Hale or its designee. Items not manufactured by Hale shall bear only the limited warranties offered by their respective manufacturers.

The exclusive remedy for breach of this warranty shall be to give Hale written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Hale F.O.B. Its plant within thirty days after the buyer has received the Returned Goods Authorization. Thereupon Hale at its own election shall repair or replace the same or repay the price thereof. No proximate, incidental, consequential or other damages shall be recoverable.

Hale shall not be liable for consequential damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer's product.

HALE MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE.

One (1) **DELIVERY customer door.**

TOTAL PRICE.....$24,075.00

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2011 however the contract terms for each vendor are listed to the last column. Prior to utilizing approved vendors make sure contracts are effective. Thank you!

Purchasing Department
"EXHIBIT A"

TASB Buy Board;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Austin Ribbon & Computer	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	American Tire Distributor Formerly known as Gray's Wholesale Tire	Tires, Tubes & Automotive Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	Amerx Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	04/01/2010 - 03/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Burton Auto Supply	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
	CC Distributors, Inc.	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
	Carrier Corporation	HVAC Equipment & Supplies & Insulation Trades Services & Labor for Electrical, Plumbing & HVAC	305-08 296-08	10/1/2008 - 9/30/2011 6/1/2008 - 5/31/2011
1/18/2011	Cartridge World	Office Paper Products	293-08	5/1/2008-4/30/11
	Chemsearch, A Div Of NCH	Water Treatment Chemicals & Equipment	288-08	4/1/2008 - 3/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Custodial Supplies & Equipment	291-08	6/1/2008 - 5/31/2011
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Commercial Security Integration	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
9/07/2010	Facilities Solutions Group	Energy Saving Lighting Products	290-08	4/1/2008-3/31/2011
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	GT Distributors	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
12/13/2010	Galls Inc.	Uniforms-Band, Dance, Performance, Work/Uniform & Floor Mat Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	07/01/2010 - 06/30/2013

	Graybar	Technology Equipment, Software & Supplies	285-08	4/1/2008 - 3/31/2011
	Gulf Coast Paper	Custodial Supplies & Equipment	291-08	6/1/2008 to 5/31/2011
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
	Henry Schein, Inc.	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
	Ikon Office Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Industrial Communications	Radio Communication Products	285-08	4/1/2008 - 3/31/2011
	Insco Distributing	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	J & B Industries, Inc.	Motor Fuels, Lubricants & Oil	314-09	5/01/2009 - 4/30/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	274-07	10/1/2007 - 10/31/2010
	John Deere Landscapes	Grounds Maintenance Equip. & Irrigation Products & Installation	292-08	6/1/2008 - 5/31/2011
	Johnson Supply	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Johnstone Supply-Houston	HVAC Equipment & Supplies & Insulation of HVAC Equipment	305-08	10/1/2008 - 9/30/2011
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
	Miller Uniforms & Emblems Inc.	Public Safety & Fire House Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Moore Medical LLC	First Aid Supplies & Equipment	294-08	6/1/2008 - 5/31/2011
9/14/2010	Moridge Manufacturing, Inc.d/b/a Grasshopper	Grounds Maintenance Equipment/Irrigation Products & Installation	292-08	6/1/2008-5/31/2011
	Myer's Tire Supply	Tires, Tubes & Auto Parts, Supplies & Equipment	307-08	12/01/2008 - 11/30/2011
	O'Reilly Auto Parts	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
	Pasco Brokerage, Inc.	Food Services & Equipment & Services	274-07	10/1/2007 - 10/31/2010
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
11/2/2010	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	284-08 339-10	4/1/2008-3/31/2011 6/01/2010-5/31/2013
	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
	Southern Tire Mart	Tires, Tubes & Auto Products	307-08	12/01/2008 - 11/30/2011
11/16/2010	School Health Corporation	First Aid Supplies and Equipment	294-08	6/1/2008-5/31/2011
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Radio Communication Products	285-08	4/1/2008-3/31/2011

		Fire & Security & Monitoring Supplemental Technology Products Software & Supplies	325-09 289-08	10/1/2009-9/30/2012 4/1/2008 - 3/31/2011
	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
	Toshiba Business Solutions	Copiers & Supplies	299-08	9/1/2008 - 8/31/2011
	Vance Hunt Libraries	School, Office, Library & Dormitory Furniture	337-10	04/01/2010 - 03/31/2013
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	Dooley Tackaberry, Inc.	Public Safety & Fire Supplies & Equipment	284-08	4/1/2008 - 3/31/2011
	Gunn Chevrolet	Vehicles	281-07	10/1/2007 - 12/01/2010

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-03/2011
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Ansell Healthcare Products Inc.	Contraceptives	269-A4	7/2006-9/2010
	Apothecus Pharmaceutical Corp.	Contraceptives	269-A4	7/2006-9/2010
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
8/31/2010	BDI Pharma Inc.	Vaccines & Biologicals	269-A2	01/2007-11/2010
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2010
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2011
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Compliance Diagnostic Equipment LLC	Drug & Alcohol Testing Products	193-A2	7/2007-6-2011
8/3/2010	GT Distributors	Police Equipment & Accessories	680-A1	1/2010 – 10/2010
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Johnson Grayson Automotive dba Holiday Chevrolet	Automotive and Law Enforcement Vehicles	071-A1	2/2009-12/2010
	Kyocera Konica Mita America Inc. – Minolta	Photocopiers-Rental Renewal Only	985-A5	9/2002-8/2011
6/15/2010	MMS A Medical Supply Co.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Midwest Medical Supply	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006-11/2010
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Neopost National Government Account	Postage Meters-Rental Renewal Only	985-R1	11/2006-8/2011
	Office Communications Systems, Inc	Photocopiers-Rental Renewals Only	985-A6	9/2005-8/2011
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-R1	11/2008-8/2011 11/2006-8/2011

	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-10/2010
2/1/2011	Pollock Paper Distributors	Paper and Plastic Products, Disposable	640-A1	8/2006-5/2011
10/19/10	Precision Delta Corp.	Police Equipment & Accessories	680-A1	1/2010-10/2011
	Prescription Supply Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-8/2011
	Products Unlimited, Inc.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Richmond Pharmaceuticals, Inc.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2007-2/2011
	Rodzina Industries, Inc.	Custom & Stock Rubber Stamps	615-A2	3/2010-12/2010
6/29/2010	Sam Pack's Five Star Ford	Automobiles & Law Enforcement Vehicles	071-A1	2/2009 – 08/2010
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-11/2010 3/2010-2/2011
	Sharp Electronics Corporation	Photocopiers-Rental Renewal Only	985-A6	9/2005-8/2011
9/28/2010	TIBH Industries, Inc.	Drug and Alcohol Testing Products	193-A2	7/2007/6/2011
	Tetra Medical Supply Corp.	Hospitals Sundries (Disposables) including syringes	475-A1	5/2006- 11/2010
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24"x48" Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
8/31/2010	Total Pharmacy Supply Inc.	Hospital Sundries (Disposables) including Syringes	475-A1	05/2006 - 11/2010
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2011
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2011

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 293 601 890	1/13/2013
	A T & T	Cisco Networking Equipment Telecommunication Contract for Wireless Voice & Data/Cellular Services Networking Services	233 597 826	
12/28/2010 6/29/2010	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc.	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	508 592 673 1364	5/10/2011

	CDW 3 Com	Computer Software for Mini and Main Frames (Pre programmed)	229	
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	236 235 838 1369	
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	
	Cima Solutions Group	Software	292	
	Copy Graphics	Canon Printers, Multifunction Products, and Related Services	509	
	DLT Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	513	
	Daptiv/CIMA	Software Supplies & Services	841	
	Dell Marketing LP	Computer Equipment, Software, Components & Peripherals Software	251 600 568 890 1014	
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	
7/27/2010	Environmental Systems Res. Institution	Software 1/5/2011	492	
	Hewlett Packard Co.	Computer Equipment, Software, Components, Peripherals & Software	223	
	Insight	Computer Equipment, Software, Components, Peripherals & Software	223	
2/8/2011 **2/14/2011**	***MTM Technologies, Inc.***	**Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment**	264 **1469** 1585	**10/22/2014** 8/17/2011-8/17/2014
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
2/8/2011	Sprint Solutions, Inc.	Tele-Wireless Data and Wireless/Cellular	611	11/19/2011
	Tech Depot	Computer Equipment, Software, Components, Peripherals & Software	223	
6/29/2010	Verizon Wireless	Wireless Voice & Data Services and Equipment	604	10/2/2011

	Votec	Software	937	2/27/2011-2013
6/29/2010	Xerox	Products & Services	515	

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-6511A010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-711030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
	Bob Barker	Clothing Uniforms, Footwear & Accessories	8-840140	7/23/2008-7/31/2011
	Business Interiors by Staples The Hon Company	Special Use Furniture	6-71111060	5/10/2006-3/26/2011
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-581020	1/25/2008-11/30/2010
1/25/2011	DMI Furniture, Inc.	Office Furniture	5-7110220	5/24/2005-5/6/2011
	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-5/31/2012
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-5/31/2012
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
	Ergogenesis, LLC	Office Furniture	3-7110470	8/22/2003-9/30/2011
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2011
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2011
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-711020	10/9/2008 – 6/24/2013
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-1/27/2012
6/29/2010	Lawson Products Inc.	Hardware Superstore	3-51V030	7/7/2003-4/7/2011
	MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013

	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/30/2011
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
9/21/2010	OCE North America, Inc.	Office, Imaging & Document Solutions Copying Equipment	2-36010	8/1/2002-9/30/2011
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Separation Systems Consult, Inc.	Environmental Services	7-899030	6/27/2007-2/20/2011
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2011
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/5/2011 1/19/2007-12/20/2011
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2010
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2011
	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	7-261010	12/19/2006-12/5/2011
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-1/27/2011
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-11/30/2010
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-3/31/2011
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-3/31/2011

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1032609 1072309	3/26/2011 7/23/2011

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Auto Zone	Auto Parts & Accessories	060143	6/26/2006-6/25/2011
9/14/2010	DACO	Daco Fire Equipment (Converter)	FS12-09	3/1/2010-11/30/2011
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	RQ09-997736-42D	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2011
	Hagemeyer	Homeland Security and Public Safety	RQ06-814063-10A	10/7/2005-9/30/2011
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
	The Home Depot	Maintenance/Hardware Supplies	05091	12/1/2008-11/30/2011
	Zep	Janitorial Supplies	2007-118-3034	12/31/2010
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Best Buy Gov LLC	Audio Visual Equipment and Services	R-4705	9/30/2006-9/30/2011
6/15/2010	CAS Companies, LP	Job Order Contracting Services	R-5004	3/31/2010-3/31/2015
	CDW	Computer, Components, Peripherals & Software	R-4713	9/30/2006-9/30/2011
	GovConnection	Computer, Components, Peripherals & Software	R-4718	9/30/2006-9/30/2011
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
	M & A Technology	Computer, Components, Peripherals & Software	R-4721	9/30/2006-9/30/2011
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
	Tech Depot	Computer, Components, Peripherals & Software	R-4716	9/30/2006-9/30/2011
	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-4669	12/31/2005-12/31/2010
	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-4679	5/31/2006-5/31/2011
	Troxell Communications	Audio Visual Equipment and Services	R4708	9/30/2006-9/30/2011
	Xerox Corporation	Document Management (Copiers)	R-4671	5/31/2010-5/31/2015
	Xerox Supplies	Paper fine	R-4929	12/31/2009-12/31/2014

GSA;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	CDW	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-0195J	
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
11/23/2010	Element K Corporation	IT Solutions & Electronics	GS-35F-0042L	10/19/2015
12/28/2010	ICx Technologies, Inc.	Total Solutions for Law Enforcement, Security, Facility Management Systems, Fire, Rescue, Special Purpose clothing, Marine Craft & Emergency/Disaster Response	GS-07F-0117U	12/5 2012
11/16/2010	ICS Jail Supplies, Inc.	Total Solutions for Law Enforcement, Security, Facilities Mgmt. Fire, Rescue, Clothing, Marine Craft and Emergency/Disaster Response	GS-07F-0552U	9/29/2013
	NYP CORP	Shipping, Packaging and Packing Supplies	GS-14F-1237H	
9/21/2010	Phonetics Inc. dba Sensaphone, Inc.	Computer Equipment, Software, Components, Peripherals & Software	GS-07F-9463S	4/30/2011
	Tactical Gear Now, Inc.		GS-07F-5508R	
6/29/2010	Galls/Aramark		GS-07F-0157M	

HGAC;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	A & B Communications	Communications Equipment & Services	RA01-08	
12/13/2010	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE03-06	Thru Oct 31, 2011
9/21/2010	Daco Fire Equipment	Fire Apparatus (All types)	FS12-09	3/1/2010-11/30/2011
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
12/13/2010	Kustom Signals, Inc.	Emergency Equipment & Supplies (Law Enforcement	EF 04-09	4/1/2009-3/31/2011
	Motorola	Communication Equipment & Services	RA01-08	12/31/2011
12/21/2010	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW05-02 CW10-09	6/1/2005-5/31/2012 11/1/2009-10/31/2012
	Sprint	Communication Equipment & Services	CW-05/02	6/1/2005-5/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
7/20/2010	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-10	05/1/2010 – 04/30/2012

CHOICE FACILITY PARTNERS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	Herrera & Hunt	Job Order Contracting and Related Services	09/040JC-07	6/16/2009-6/15/2011/4
12/07/2010	Herrera & Hunt, Inc.	Job Order Contracting and Related Services	07/007JC-01	5/15/2007-5/14/2011 / 1
10/12/2010	Hydro-Stop Inc. LLC	Roofing	08/021JC-01	7/1/2008 – 7/31/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	06/035JC-01	12/19/2007-2/24/2011/2
12/07/2010	Alpha Building Corporation	Job Order Contracting and Related Services	10/030JC-01	02/22/2010-02/21/2011/6

NJPA NATIONAL JOINT POWERS ALLIANCE

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
2/14/2010	***Pasco Brokerage, Inc.***	**Appliances & Equipment**	**12020-PBI**	**12/18/2013**

***Denotes: New Vendor added for approval**

☐Contract Renewed

AI-25754 **14.B.**

Water/Sewer Improvements project - City of San Juan

CC REGULAR

Date:	03/21/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Candace Armenta
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Urban County Program is requesting approval of a best and final negotiated contract with R. Gutierrez Engineering Corporation in the amount of $19,931.00 utilizing Year 19 (2006) funds for engineering services for Water/Sewer Improvements project on Oblate Street and downtown alleyways in the City of San Juan.

BACKGROUND

R. Gutierrez Engineering Corporation has submitted a best and final offer for the engineering services required for Water/Sewer Improvements on Oblate Street and downtown alleyways in the City of San Juan. R.Gutierrez Engineering Corporation was the highest rated firm by Commissioners' Court on December 30th 2010. Contract approval in the amount of $19,931.00 is being requested. Funds from FY 19 & 21 (2006 & 2008) will be used for all project costs including professional service fees and construction. See attached scope of services.

Contract Amount:	$ 19,931.00
Funds Available:	$ 105,707.77 – FY 19 (2006)
	$ 56,604.47 – FY 21 (2008)

Fiscal Impact

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

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

BUDGETARY IMPACT:

Urban County will utilize Year 19 (2006) funds for engineering services for the Water/Sewer Improvement project on Oblate Street and downtown alleyways in the City of San Juan.

Attachments

Link: R. Gutierrez Contract

Link: contract exhibit

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	03/16/2011 07:21 AM	APRV
2	Perla Lopez	Perla Lopez	03/17/2011 08:44 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:25 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Estella Webber Started On: 03/15/2011 01:08 PM

Final Approval Date: 03/17/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

5006-75-0310-5000-7500

Professional Services Agreement

This Agreement, entered into this **21st day of March 2011** by and between Hidalgo County, a political subdivision of the State of Texas, joined by the **City of San Juan,** (hereinafter called the "Party") and **Ramiro Gutierrez, P.E.,** duly authorized Engineer, herein acting by **R. Gutierrez Engineering Corporation,** (hereinafter called the "Engineer").

WITNESSETH THAT:

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

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

WHEREAS, the Engineer, duly licensed and registered to practice engineering in the State of Texas, has the professional abilities to undertake the study, evaluation, analysis and engineering 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 **Water/Sewer Improvements Project** Account(s) **5006-75-0310-5000-7500.** *(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, maybe required for the proper execution of the Project.

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

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

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

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

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

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

i. Preparation of property or easement descriptions.

2.3 Construction Phase

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

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

b. Prepare the formal Contract Documents for the Contractor.

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

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

e. During the progress of actual construction, Engineer will keep the Owner informed with brief and concise information. A monthly progress report will be prepared which will give the Party a quick glance at the Project insofar as monies spent, construction time elapsed, percent of Project

completed, a brief narrative of what problems have been encountered and the anticipated completion date.

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

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

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

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

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

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

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

m. Furnish to the Party of **City of San Juan** four (4) sets of plans, 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 Engineer services or data as required such as appropriate professional interpretations for 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 **$19,931.00** 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 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 $10,000.00; paragraphs a-g for contracts over $10,000.00) - 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 tern]. 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 $300,000.00 for bodily injury and $100,000.00 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 **21st day of March 2011.** Such date being the date the County Commissioners' Court approved entering into contract with Engineer.

This Agreement is hereby approved this____ day of _____, 2011.

_____
Engineer Signature

Firm Name: R. Gutierrez Engineering Corporation

Address: 130 East Park

City/State/Zip: Pharr, Texas 78577

FED ID# ISS #: 74-2884551

STATE OF TEXAS
COUNTY OF HIDALGO

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

_____ _____
My Commission Expires Notary Public State of Texas

Urban County Program

_____ _____
Witness **Diana R. Serna, UCP Director**

EXHIBIT A

Engineer's Scope of Services

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

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

The **Engineer** will provide services for the development of plans, specifications and estimate for the construction of an 8-inch waterline and related appurtenances in downtown San Juan, Texas.

More specifically, the Engineer shall render specific management and engineering services for the development of the Project and fulfillment of this Agreement as follows:

I. **PRELIMINARY PHASE** - GENERAL PROJECT MANAGEMENT AND ADMINISTRATION

II. **DESIGN PHASE** – FINAL DESIGN AND PLANS, SPECIFICATIONS, AND ESTIMATES (PS&E)

III. **CONSTRUCTION PHASE** – CONSTRUCTION MANAGEMENT, & SUPPORT & INSPECTIONS

I. PRELIMINARY PHASE

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

b. As work may be required, comply and receive the Owner 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 Owner's approval of the work of this Preliminary Phase before proceeding with the next phase.

Contract # _____

II. DESIGN PHASE

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

b. Advise the Owner 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, specifications and contract documents and drawings for construction authorized by the Owner.

f. Furnish, if requested, the engineering data necessary for the Owner 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 Owner 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 Owner's staff.

i. Preparation of any property or easement descriptions that may be required (additional service).

III. CONSTRUCTION PHASE

The Construction Phase will commence with the execution of the prime construction contract(s). The Owner 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 Owner'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 Owner in opening and tabulating bids for the construction of the Project, and advise the Owner in establishing the procedure for entering into construction phase.

b. Prepare the formal Contract Documents for the Contractor.

c. Furnish to the Owner six (6) sets of plans and six (6) sets of specifications and contract documents.

d. Make periodic visits to the site as required pursuant to the standards of Professional Engineers on projects of this nature; provide visits by the Project Engineer or a competent representative of the Engineer to the site of construction for the purpose of monitoring the Contractor's progress and conformance to the construction contract plans and specifications.

e. Resident Engineer and/or Construction Inspector(s). If requested and authorized by Owner, the Engineer will furnish the services of a Resident Engineer and/or Construction Inspector(s) for continuous on the site inspection of construction to monitor/inspect the Contractor's daily progress and conformance to PS&E specifications. Such services will be negotiated as an Additional Service.

f. Consult and advise with the Owner and issue all instructions and Change Orders to the Contractor requested by the Owner.

g. 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 Owner 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.

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

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

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

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

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

m. Provide the Owner with as-built drawings of the constructed improvements, when requested.

n. The Engineer will be responsible for the interim and final inspection.

AI-25795 **14.C.**

Bid rejection - Delta Outfall Drainage System

CC REGULAR

Date:	03/21/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ester Gonzalez
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

The Hidalgo County Urban County Program (UCP) is requesting the Commissioners' Court formal rejection of bids that were submitted and opened on March 2, 2011 at Hidalgo County 's Purchasing Department for the Texas Department of Rural Affairs Disaster Recovery Program project known as Pct. 1 Delta Outfall Drainage System Improvements. (Please see attached bid tabulation sheet)

BACKGROUND

UCP will republish an Invitation to Bidders in The Monitor for two consecutive weeks as required by 24CFR part 85 to comply with TDRA-DR bidding requirements. The scheduled run dates will be March 14, 2011 and March 22, 2011. Bidders have been notified.

Fiscal Impact

Attachments

Link: bid tabulation

Link: March 14 Publication

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 11:56 AM	APRV
2	Perla Lopez	Perla Lopez	03/17/2011 09:11 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:26 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Estella Webber — Started On: 03/16/2011 10:32 AM

Final Approval Date: 03/17/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY – URBAN COUNTY PROGRAM

BID OPENING DATE: March 02, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Delta Outfall Drainage Improvements Project for Texas Department of Rural Affairs Disaster Recovery Program Contract No. DRS010068"

BID NO: 6536-91-0309-5000-UCP-EG **PROCUREMENT SPECIALIST:**

RFB NO.	Name of Company	Total	ADDENDUMS ACKNOWLEDGED	Bid Bond/ Cashier's Check Included
1.	G. R. Birdwell Construction, L. P.	$1,059,544.00	NO Addendum Acknowledged	Bid Bond Included
2.	Tropical Contracting, LLC	$847,086.12	NO Addendums Acknowledged	Bid Bond Included
3.				
4.				
5.				
6.				
7.				
8.				
9.				

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED.

#10004864 - Urban Co. Program - 95076120

THE MONITOR

PUBLISHER'S AFFIDAVIT

State of Texas
County of Hidalgo

ELIZABETH D. FLORES, being duly sworn on his/her oath states that he/she is a Sales Representative of THE MONITOR and that the attached notice appeared in the following issues:

February 14, 2011

Elizabeth D. Flores

Subscribed and sworn to before me this the 14th day of February A.D. 2011

Notary Public, Hidalgo County

LETICIA BERNAL
Notary Public, State of Texas
My Commission Expires
January 03, 2012

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following:

Bid # 6536-91-0309-5100
Bid Description Delta Outfall Drainage Improvements Project for Texas Department of Rural Affairs Disaster Recover Program (TDRA-DR) contract No. DRS010068
Opening Date: March 2, 2011 @ 9:30 a.m. (Wed.)

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Dos Logistics Inc., 1102 East Expressway 83, Weslaco, Tx 78596; for inquiries please call (956)968-8800. Copies of the above documents may be obtained at the office of the Dos Logistics Inc. in accordance with the Instruction to Bidders upon the deposit of $100.00 for each set of documents.

Pre-Bid Conference will be held on Wednesday, February 23, 2011 at 9:30 a.m. at the conference room of the Hidalgo County Urban County Program, 1916 Tesoro Blvd., Pharr, Texas 78577.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid # 6536-91-0309-5100 Delta Outfall Improvements Project – TDRA-DR on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address
2812 S. Business Hwy. 281
Hidalgo County
New Administration Building
Edinburg, Texas 78539

Physical Location:
2802 S. Business Hwy. 281
Hidalgo County
New Administration Building
(Southeast of Canton Rd & Business 281)
Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, March 2, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of June, 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

INVITATION TO BIDDERS

The County of Hidalgo would like to invite you to submit a bid on the following:

Bid #	**6536-91-0309-5100-UCP-EG**
Bid Description	Pct. 1 Delta Outfall Drainage Improvements Project for Texas Department of Rural Affairs Disaster Recover Program (TDRA-DR) contract No. DRS010068
Opening Date:	**March 30, 2011 @ 9:30 a.m. (Wed.)**

SPECIFICATIONS including drawings and technical specifications may be viewed and/or obtained at Dos Logistics Inc., located @ 1102 East Expressway 83, Weslaco, Tx 78596; for inquiries please call (956) 968-8800. Copies of the above documents may be obtained at the office of Dos Logistics Inc. in accordance with the Instruction to Bidders upon the deposit of $100.00 for each set of documents.

Pre-Bid Conference will be held on Wednesday, March 23, 2011 at 9:30 a.m. at the conference room of the Hidalgo County Urban County Program, 1916 Tesoro Blvd., Pharr, Texas 78577.

UPON SUBMITTING SEALED BID, bidders are required to properly identify (handwritten, typed or printed) sealed envelope and/or packet as follows: Bidder's name and address on the upper left hand corner of the sealed envelope and/or package and Bid # 6536-91-0309-5100-UCP-EG: Pct. 1 Delta Outfall Improvements Project for TDRA-DR on the lower left hand corner of sealed envelope/and or packet. **OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE.**

The sealed bid must contain one (1) original and three (3) copies of bid and must be clearly identified and addressed for delivery to:

Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent
Hidalgo County Purchasing Department

US Postal Mail/Courier Address	Physical Location:
2812 S. Business Hwy. 281	2802 S. Business Hwy. 281
Hidalgo County	Hidalgo County
New Administration Building	New Administration Building
Edinburg, Texas 78539	(Southeast of Canton Rd & Business 281)
	Edinburg, Texas 78539

Sealed bids will be accepted until **9:30 a.m. on Wednesday, March 30, 2011** at which time they will be opened in the Hidalgo County Purchasing Department Conference Room at **Physical Location: 2802 S. Business Hwy 281, Hidalgo County New Administration Building, Edinburg, Texas 78539.** NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.

Bid Security in the amount of 5% of the largest possible total of bids submitted must accompany each bid in accordance with the Instruction to Bidders. The surety must be a guaranteed or surety company acceptable to the Hidalgo County and listed in U. S. Treasury Circular No. 570.

THE COUNTY reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

BY ORDER OF THE COMMISSIONERS' COURT OF THE COUNTY OF HIDALGO, TEXAS on this the 22nd day of June, 2009.

MARTHA L. SALAZAR, CPPB
HIDALGO COUNTY PURCHASING AGENT
REPORT ROAD HAZARDS @ 1-866-HCR-SAFE OR 1-866-427-7233

AI-25814 **14.D.**

Contract amendment - ARCH

CC REGULAR

Date:	03/21/2011
Submitted By:	Estella Webber, URBAN COUNTY
Submitted For:	Ninfa Ozuna
Department:	URBAN COUNTY
Agenda Category:	Urban County

Information

CAPTION

Requesting authorization to amend the contract with the Advocacy Resource Center for Housing (ARCH) and the Hidalgo County Urban County Program. The amendment would increase the total contract by $25,000.00 awarded for the Homeless Prevention & Rapid Re-Housing Program (HPRP).

BACKGROUND

UCP is requesting authorization to amend the contract with the Advocacy Resource Center for Housing (ARCH) under the HPRP Program funds. The new contract amount would increase from $924,768.87 to $949,768.87. These additional funds were recaptured from another non-profit. We are therefore, recommending the approval of this contract amendment to the Advocacy Resource Center for Housing (ARCH).

Contract amount awarded:	HP $ 565,618.62	RR $ 359,150.25
Amount awarded:	18,662.50	6,337.50
New Contract Amount:	**584,281.12**	**365,487.75**
Total:	**$949,768.87**	

We recommend approval.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Proposed contract amendment will utilize Urban County funds. Amendment will increase the total contract by $25,000.00 for a new contact amount of $949,768.87.

Attachments

Link: amendment

Link: HUD Agreement

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Budget & Management	Erika Zamora	03/16/2011 02:41 PM	APRV
2	Perla Lopez	Perla Lopez	03/17/2011 10:41 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 12:29 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Estella Webber Started On: 03/16/2011 01:55 PM

Final Approval Date: 03/17/2011

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM (UCP)

Homelessness Prevention and Rapid Re-Housing Program (HPRP) Proposal

The County of Hidalgo Urban County Program is soliciting proposals for HPRP Funds. Persons served must be residents, residing in rental properties and have a household income not exceeding the 50% Area Median Income.

If interested, please complete the application below and remit via e-mail to pete.delacruz@ucp.co.hidalgo.tx.us or fax to (956) 787-5291. For additional information, please call Ms. Ninfa Ozuna, Program Assistant at (956) 787-8127.

Agency Name: Advocacy Resource Center for Housing

Contact Person: Sra. Juanita Maldonado

Address: 2507 Buddy Owens

City, State, Zip McAllen, Texas 78504

Phone: 956 631-4277 Fax: 956 631-4277 E-Mail: sjmaldonado@yahoo.com

Amount of Funds Requested: HPRP Estimated Budget Summary

Activity	Homeless Prevention	Rapid Re-housing	Total Amount Budgeted
Financial Assistance	$ 17,325.00	$ 5,000.00	$ 22,325.00
Housing Relocation & Stabilization Services	1,337.50	1,337.50	2,675.00
Data Collection & Evaluation	- 0 -	- 0 -	- 0 -
Total HPRP Amt. Budgeted	18,662.50	6,337.50	25,000.00

Proposed number of unduplicated persons to be served: 30 to 60
Estimated Cost per Household: 1,500.00

JAN 16 2011

AMENDMENT TO EXHIBIT "A"
PERFORMANCE STATEMENT

The Advocacy Resource Center for Housing (ARCH) having been certified as a non-profit, has been allocated Homeless Prevention and Rapid Re-housing Program (HPRP) Funds. The non-profit shall carry out the following activities identified in its HPRP application.

ESSENTIAL SERVICES / HOMELESS PREVENTION SERVICES

The Advocacy Resource Center for Housing shall utilize HPRP Funds for homeless prevention and rapid re-housing activities. Eligible activities under homeless prevention are financial assistance, housing relocation and stabilization, data collections, and administration. Eligible activities under rapid re-housing are the same as for homeless prevention activities.

The sub-recipient agreement entered between the Advocacy Resource Center for Housing and the Hidalgo County –Urban County Program was approved on Sept. 30, 2009 and will end on July 20, 2012.

This amendment will increase the contract awarded to The Advocacy Resource Center for Housing in the amount of $25,000. The new contract will increase from $924,768.87 to $949,768.87.

AMENDMENT APPROVED BY HIDALGO COUNTY COMMISSIONERS' COURT ON _____, 2011.

County:	**Non-Profit**
Hidalgo County	**Advocacy Resource Center for Housing**
_____	_____
Name	Name
Urban County Program Director	Executive Director
Title	Title
Date: _____	Date: _____

URBAN COUNTY PROGRAM

1916 TESORO BLVD. • PHARR, TEXAS 78577 • (956) 787-8127 FAX (956) 787-5291
E-mail ucp@bizrgv.rr.com

Nov. 6, 2009

Janie Maldonado, Director
Advocacy Resource Center for Housing
2507 Buddy Owens St.
McAllen, TX 78501

REF: HPRP EXECUTED SUBRECIPIENT AGREEMENT

Dear Ms. Maldonado:

Attached please find the executed Subrecipient Agreement between Hidalgo County-Urban County Program and the Advocacy Resource Center for Housing (ARCH) for the implementation of the Homeless Prevention and Rapid Re-Housing Program (HPRP) for 2009. Total award to your agency was $924,768.87.

Please note that you may begin to expend funds for the HPRP beginning September 29, 2009 and the agreement ends September 28, 2012. Please make sure you follow what is stipulated in the exhibits attached to the agreement.

Should you have any questions, please contact our office at (956) 787-8127.

Sincerely,

Pete De La Cruz
Colonia Coordinator

Pdlc/no

Attachment

Grant No: S09UY480501

Official Contact Person:

Name: San Juanita Maldonado, Executive Director
Telephone: (956) 631-4277
Fax: (956) 631-4277
E-mail Address: sjmaldonado@yahoo.com

Tax ID No.: 74-2742006
Unit of Government no. (if applicable): _____
DUNS NO.: 061451063

SUBRECIPIENT AGREEMENT FOR HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM GRANT FUNDS

THIS IS AN AGREEMENT, by and between **Hidalgo County Urban County Program (hereinafter the "Grantee") and Advocacy Resource Center for Housing (ARCH),** having its principal office at **2507 Buddy Owens – McAllen, TX 78504 (hereinafter the "Subrecipient")** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$924,768.87,** pursuant to County Commissioners' Court resolution dated **September 29, 2009**.

This award is also authorized by Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5 (Recovery Act) that established the Homelessness Prevention and Rapid Re-housing Program. This award is made pursuant to the Notice of Allocation, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-housing Program Grantees under the Recovery Act, as published on March 19, 2009, as may be amended from time to time (the Notice) and any additional implementation guidance that may be published by the United States Department of Housing & Urban Development (HUD). The requirements set forth in the Notice, HUD guidance and the applicable requirements set forth in Title XII of the Recovery Act are incorporated as part of this Agreement.

making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for himself or herself, or for those with who he or she has family or business ties, during his or her tenure or for one year thereafter.

j. Hold Harmless

The **Subrecipient** shall hold harmless, defend and indemnity the **Grantee** from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the **Subrecipient's** performance or non-performance of the services or subject matter called for in this agreement.

EFFECTIVE DATE

The effective date of this contract shall be the **29th** day of **September, 2009,** such date being the date the County Commissioners' Court approved entered into this Agreement with **Subrecipient** . and shall terminate on the **28th** day of **September, 2012.**

Approved and signed this 30th day of Sept., 2009.

San Juanita Maldonado

Director -San Juanita Maldonado

Executing Official

Subrecipient Firm Name: **Advocacy Resource Center for Housing (ARCH)**
Address: **2507 Buddy Owens**
McAllen, TX 78504

Fed. I.D.# or Soc. Sec.#: **74-2742006**

STATE OF TEXAS }

COUNTY OF HIDALGO }

San Juanita Maldonado, personally appeared before me and declared that he/she signed this application in the capacity designated, if any, and further states that, he/she has read the above application and the statements therein contained are true.

Subscribed and sworn to before me this 30th day of September, 2009.

IRENE MONTOYA
MY COMMISSION EXPIRES
June 22, 2013

Notary Signature

Witness:

COUNTY OF HIDALGO
URBAN COUNTY PROGRAM

Diana R. Serna, UCP Ex. Director

EXHIBITS

IV. Exhibits

a. Statement of Work
b. Approved Budget
c. Payment Schedule
d. Records and Reports
e. Schedule of Activity
f. Policies & Procedures
g. Quarterly Performance Report
h. Annual Performance Report
i. Assurances and Certifications

Exhibit B-1
GRANT BUDGET-ARCH

Subrecipient agrees to follow the approved list of expenditures. If necessary and upon Urban County approval, the Subrecipient will be allowed two amendments to the grant budget for the term of the agreement.

TYPE OF ACTIVITY	HOMELESSNESS PREVENTION	RAPID RE-HOUSING	TOTAL
Financial Assistance	219,550.00	95,627.17	315,177.17
Housing Relocation & Stabilization Services	266,636.62	184,091.08	450,727.70
Data Collections	72,432.00	72,432.00	144,864.00
Administration	7,000.00	7,000.00	14,000.00
Totals	**565,618.62**	**359,150.25**	**924,768.87**

U.S. Department of Housing and Urban Development
San Antonio Field Office, Region VI
Office of Community Planning and Development
One Alamo Center
106 South St. Mary's Street, Suite 405
San Antonio, Texas 78205-3601
Phone: (210) 475-6820 Fax: (210) 472-6825
www.hud.gov www.espanol.hud.gov

JUL 2 0 2009

The Honorable Juan D. Salinas III
County Judge
Hidalgo County
P.O. Box 1356
Edinburg, TX 78540

Dear Judge Salinas:

Congratulations. We are pleased to inform you that the Homelessness Prevention and Rapid Re-Housing Program (HPRP) Substantial Amendment to your jurisdiction's Consolidated Plan 2008 Action Plan has been approved for funding in the amount of **$3,463,905.00**. The amount indicated is the amount originally allocated by HUD and as stipulated in the HPRP Notice, published March 19, 2009. Enclosed are three signed Grant Agreements, which together with your approved HPRP Substantial Amendment and the HPRP Notice constitute a contract between HUD and the County of Hidalgo.

Please be reminded that although the signed grant agreement is effective as of the date of our signature, your jurisdiction's authorized representative must sign and return two of the three grant agreements within 15 days of the date that we signed the grant agreement, per Section IV.F.4 of the HPRP Notice. Also, note that the statutory 2- and 3-year deadlines for expenditure of funds begin on the date that the grant agreement is signed by HUD. Please respond to any conditions/issues incorporated into the grant agreement within the timeframes indicated. The execution of all subgrantee contracts must be completed by September 30, 2009. Significant changes to programs after the grant execution date should be discussed with the field office to ensure consistency with HPRP standards and guidelines.

HPRP, as authorized under Title XII of the American Recovery and Reinvestment Act of 2009 (ARRA), provides financial assistance and services to prevent individuals and families from becoming homeless and help those who are experiencing homelessness to be quickly re-housed and stabilized. As a recipient of HPRP funding, we encourage your jurisdiction to collaborate with eligible entities to maximize the expeditious and coordinated use of other ARRA funds. We further encourage you to take advantage of the technical assistance that has been made available by the Department. See http://www.hud.gov/recovery or http://www.hudhre.info for more information.

JUL 29

If you have questions or need assistance, please contact Marie Hettler, CPD Representative at 210/475-6800, Ext. 2204. Your timely cooperation is appreciated.

Sincerely,

Richard L. Lopez
Field Office Director

Enclosures
Signed Grant Agreements

Cc: Ms. Diana Serna ✓
Director, Urban County Program

509-MY-48-0508
HPRP – City of San Antonio
Grant Agreement

Grant No.: S09-48-UY-48-0501
Official Contact Person: Diana Serna
Telephone No.: 956-787-8127
FAX: 956-787-5291
E-mail Address: drserna@bizrgv.rr.com
Tax ID No.: 74-6000717
Unit of Government No. (if applicable): 489215
DUNS No.: 103110834

GRANT AGREEMENT

HOMELESSNESS PREVENTION AND RAPID RE-HOUSING PROGRAM

This Grant Agreement is made by and between the U.S. Department of Housing and Urban Development (HUD) and the **County of Hidalgo** for the Homelessness Prevention and Rapid Re-Housing Program (HPRP) in the amount of **$3,463,905** pursuant to the provisions under the Homelessness Prevention Fund heading of Division A, Title XII of the American Recovery and Reinvestment Act of 2009, Public Law 111-5, 123 Stat. 115 (Feb. 17, 2009) (Recovery Act). The requirements set forth in the Notice of Allocations, Application Procedures, and Requirements for Homelessness Prevention and Rapid Re-Housing Program Grantees under the American Recovery and Reinvestment Act of 2009, dated on March 19, 2009 and as may be amended (the Notice), the requirements set forth under the Homelessness Prevention Fund heading of Title XII, and sections 1512, 1515, and 1553 of the Recovery Act, and the Grantee's submissions pursuant to the Notice are incorporated as part of this Agreement.

In reliance upon the Grantee's submissions pursuant to the Notice, HUD agrees, upon execution of this Grant Agreement, to provide the Grantee with the agreed HPRP grant funds. The Grantee agrees to distribute and use its HPRP grant funds as specified in the submission to HUD that HUD approved pursuant to the Notice.

The Grantee is responsible for ensuring that each entity that administers all or a portion of the Grantee's HPRP grant funds or receives all or a portion of the Grantee's HPRP grant funds to carry out HPRP activities fully complies with the HPRP requirements.

The period of this Grant Agreement begins on the date the HUD official signs this Grant Agreement (Availability Date) and ends on the date that is three years after the Availability Date.

The Grantee authorizes HUD to increase the amount of HPRP grant funds available to the Grantee pursuant to this Grant Agreement by execution of an amendment by HUD, without the Grantee's execution of the amendment or other consent. If the Grantee fails to expend 60 percent of the grant within 2 years of the Availability Date HUD may, by its execution of an amendment, deobligate the funds required to be expended without the Grantee's execution of the amendment or other consent.

The following parties execute this Grant Agreement on the dates set forth below as follows:

UNITED STATES OF AMERICA
Secretary of Housing and Urban Development

By: _____ 7/20/09
Signature Date

Richard L. Lopez

Acting CPD Director

GRANTEE

By: _____ 8/4/09
Signature Date

Juan D. Salinas, III
Typed or Written Name of Authorized Official

Hidalgo County Judge
Title

AI-25761 **15.A.**

Interlocal Agreement

CC REGULAR

Date:	03/21/2011
Submitted By:	Irma Castillo, PLANNING DEPT.
Submitted For:	Raul Sesin
Department:	PLANNING DEPT.
Agenda Category:	Planning Department **Sub-category:** Planning Department

Information

CAPTION

1. Approval of Interlocal Agreement between City of Sullivan and Hidalgo County, allowing Hidalgo County to install Culvert Pipes in El Pinto Road Subdivision No. 1.
2. Approval of Project under the Interlocal Agreement with the City of Sullivan for installation of culvert pipes in El Pinto Road Subdivision No. 1 in accordance with Texas Government Code Section 791.014.

BACKGROUND

Fiscal Impact

Attachments

Link: 20110315024010

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:24 AM	APRV
2	Olga Garza	Olga Garza	03/16/2011 01:59 PM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 02:58 PM	APRV
4	Dina Trevino	Erika Zamora	03/17/2011 03:21 PM	APRV
5	Purchasing Department		03/17/2011 04:23 PM	NEW

Form Started By: Irma Castillo — Started On: 03/15/2011 02:31 PM

Final Approval Date: 03/17/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

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

THIS Agreement is made on this the _____ day of _____, 2011, by and between the **CITY OF SULLIVAN CITY, TEXAS,** hereinafter referred to as "Sullivan City" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Sullivan City is a home rule municipality located in Hidalgo County, Texas; and

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

WHEREAS, Sullivan City desires to give permission to County to install culverts for various lots within the El Pinto Road Subdivision No. 1 (the "Subdivision") located with Sullivan City limits and County agrees it is in its best interest of the County to install the culverts for the lots in order to prevent flooding within the County;

WHEREAS, the developers of the Subdivision or owners of lots within the Subdivision had prior to date of this Agreement deposited funds into the County's escrow account to pay for the cost of material, labor and equipment to install the culverts (the "Escrow Account");

WHEREAS, the County agrees to use the funds located within the Escrow Account to pay for all the material and labor costs for installing the culverts within the Subdivision;

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

WHEREAS, Sullivan City will benefit from the installation of the culverts by the County; and

WHEREAS, Hidalgo County has determined it would be in the best interest of Hidalgo County for Hidalgo County to install the culverts within the Subdivision for drainage improvements for the residents of Sullivan City and those of the County.

NOW, THEREFORE, Sullivan City and County, in consideration of the mutual covenants expressed herein, agree as follows:

1. County agrees to install culverts in the Subdivision which is located wholly within the Sullivan City city limits and to provide the material, labor and equipment necessary for the culvert installation.

2. Sullivan City grants permission to the County to enter the Subdivision and install the necessary culverts.

3. The parties agree that the cost of materials, labor, and equipment for the culvert installation will not exceed Four Thousand Eighty Four dollars and Eighty cents ($4084.80) which is the total amount remaining in the Escrow Account for which County is responsible.

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

5. Sullivan City and County shall coordinate work schedules in order to provide for minimal disruption to the Subdivision and will use their best efforts to complete the project within one hundred and eighty days (180) days of the date of this Agreement.

6. Following completion of the work described herein, the parties agree Sullivan City shall be responsible for the maintenance of the culverts in the Subdivision as long as the Subdivision remains within the city limits.

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

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

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

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

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

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

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

If to Sullivan City:	City of Sullivan City Attention: Rosendo "Cheno" Benavides PO BOX 249 Sullivan City, Texas 78595
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
with copy to :	Joe Flores, Commissioner, Precinct No. 3 PO Box 607 Mission, Texas 78573

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

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

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

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

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

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

19. **Authority to Execute.** The execution and performance of this Agreement by Sullivan City and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Sullivan City and County in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

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

CITY OF SULLIVAN CITY

Rosendo "Cheno" Benavides, Mayor

ATTEST:

Claudia Jimenez, City Secretary

HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajadro, County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to install culverts located within the El Pinto Road Subdivision No.1 through an Interlocal Cooperation Agreement to be entered into with the City of Sullivan City, Texas and Hidalgo County.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Project identified above.

_____
By: Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, County Clerk

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

AI-25827 **16.A.**

City of Donna Election Lease Contract

CC REGULAR

Date:	03/21/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Donna for their election to be held on May 14, 2011

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Donna - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/17/2011 06:56 AM	APRV
2	Roland Garcia	Rolando Garcia	03/17/2011 07:25 AM	APRV
3	Yvonne Ramon	Yvonne Ramon	03/17/2011 10:04 AM	APRV
4	Budget & Management	Erika Zamora	03/17/2011 10:24 AM	APRV
5	Roland Garcia	Rolando Garcia	03/17/2011 10:30 AM	APRV
6	Auditor's Office	Linda Fong	03/17/2011 12:44 PM	APRV
7	Purchasing Department	Marty Salazar	03/17/2011 02:10 PM	APRV

Form Started By: Amanda Valdez Started On: 03/16/2011 04:24 PM

Final Approval Date: 03/17/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF DONNA hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Oscar E. Ramirez
City Manager
City of Donna
Donna, TX 78537

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO: CITY OF DONNA

ENTITY

BY: _____
RAMON GARCIA
COUNTY JUDGE

BY: _____

PRINT: MR. OSCAR E. RAMIREZ

TITLE: CITY MANAGER

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ATTEST

BY: Martha Alvarado

PRINT: Martha Alvarado

TITLE: City Secretary

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

AI-25828 **16.B.**

City of La Villa Election Lease Contract

CC REGULAR

Date:	03/21/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of La Villa for their election to be held on May 14, 2011

BACKGROUND

One (1) original of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department)

Attachments

Link: City of La Villa - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/17/2011 10:04 AM	APRV
2	Budget & Management	Erika Zamora	03/17/2011 10:24 AM	APRV
3	Roland Garcia	Rolando Garcia	03/17/2011 10:30 AM	APRV
4	Budget & Management	Erika Zamora	03/17/2011 10:33 AM	APRV
5	Roland Garcia	Rolando Garcia	03/17/2011 12:08 PM	APRV
6	Auditor's Office	Linda Fong	03/17/2011 12:44 PM	APRV
7	Purchasing Department	Marty Salazar	03/17/2011 02:08 PM	APRV

Form Started By: Amanda Valdez Started On: 03/16/2011 04:47 PM

Final Approval Date: 03/17/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF LA VILLA hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or

Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:

A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Hector Elizondo
Mayor
City of La Villa
PO Box 60
La Villa, TX 78562

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO:

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

CITY OF LA VILLA
ENTITY

BY: Hector Elizondo

PRINT: MR. HECTOR ELIZONDO

TITLE: MAYOR

ATTEST

BY: Lupita Suarez

PRINT: Lupita Suarez

TITLE: City Secretary

AI-25829 **16.C.**

City of Elsa Election Lease Contract

CC REGULAR

Date:	03/21/2011
Submitted By:	Amanda Valdez, ELECTIONS DEPT.
Submitted For:	Yvonne Ramon
Department:	ELECTIONS DEPT.
Agenda Category:	Elections Administration

Information

CAPTION

Approval of Contract for Lease Election Services between Hidalgo County and City of Elsa for their election to be held on May 14, 2011

BACKGROUND

Two (2) originals of Contract for Election Services

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

All costs and applicable fees associated with the election services shall be paid by the entities requesting the services as outlined in the caption (reimbursement basis to Elections Department).

Attachments

Link: City of Elsa - 2011

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvonne Ramon	Yvonne Ramon	03/17/2011 10:04 AM	APRV
2	Budget & Management	Erika Zamora	03/17/2011 10:24 AM	APRV
3	Roland Garcia	Rolando Garcia	03/17/2011 10:30 AM	APRV
4	Budget & Management	Erika Zamora	03/17/2011 10:31 AM	APRV
5	Roland Garcia	Rolando Garcia	03/17/2011 12:08 PM	APRV
6	Auditor's Office	Linda Fong	03/17/2011 12:45 PM	APRV
7	Purchasing Department	Marty Salazar	03/17/2011 02:11 PM	APRV

Form Started By: Amanda Valdez Started On: 03/16/2011 05:02 PM

Final Approval Date: 03/17/2011

THE STATE OF TEXAS §
§ CONTRACT FOR LEASE ELECTION SERVICES
COUNTY OF HIDALGO §

This Contract is entered into by and between the HIDALGO COUNTY ELECTIONS ADMINISTRATOR, Yvonne Ramón, hereinafter referred to as "ADMINISTRATOR", on behalf of Hidalgo County, a political subdivision of the State of Texas, and the CITY OF ELSA hereinafter referred to as the "ENTITY", pursuant to Texas Election Code Section 31.092.

RECITALS

WHEREAS, the ENTITY, by appropriate action of its governing body acting in accordance with all applicable laws, has called an election to be held on May 14, 2011.

WHEREAS, pursuant to Section 31.091(1) of the Texas Election Code, the County Election Officer means the Elections Administrator for Hidalgo County; and

WHEREAS, the ENTITY and the COUNTY, through the ADMINISTRATOR, desire to enter into a contract that sets out respective responsibilities and certain election services; and

WHEREAS, ADMINISTRATOR has provided costs for election services to be rendered by ADMINISTRATOR'S office pursuant to the terms of this Contract, which costs are set out in Article V1 hereof; and

NOW, THEREFORE, the COUNTY, through the ADMINISTRATOR, and the ENTITY for good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, do hereby agree to hold contract, covenant and agree as follows:

ARTICLE I
PURPOSE

1.01. The parties hereto have entered into this Contract for election services described in Article II to be provided to the ENTITY for its election to be held on May 14, 2011, and any Runoff, if applicable.

ARTICLE II
SERVICES

2.01. The COUNTY, through the ADMINISTRATOR, agrees to provide to the ENTITY the following:

(A) Procure, provide, prepare, program and distribute Direct Recording Electronic (DREs) voting systems and necessary election equipment, as well as an ADA voting system, and transport equipment to and from the polling locations, including early voting substations, for the ENTITY;

(B) Procure, provide, prepare and program an Early Voting Electronic Poll Book(s) per polling location with the Voter Registration Database. This includes laptop(s), insurance, and delivery fee, as well as supplies such as, but not limited to, labels and printer;

(C) Provide Voter Registration List(s) in CD Format to be used for mail-in-ballots, as provided by Hidalgo County Voter Registration pursuant to the request by THE ENTITY; and

(D) Provide PDF CD file for Election Day Poll Book(s);

(E) Provide information for election officers;

ARTICLE III
SCHEDULE FOR PERFORMANCE OF SERVICES

3.01. Specific services to be provided related to the general services identified in Article II shall be performed in accordance with the time requirements set out in the Texas Election Code.

ARTICLE IV
SERVICES NOT PROVIDED BY COUNTY

4.01. ADMINISTRATOR shall have no responsibility for insuring the passage of the appropriate Election Order by THE ENTITY, preparing or sending Justice Department Submissions, publishing and (or) posting the election notice as required by the Texas Election Code Section 4.003, printing or providing election day poll book(s), or canvassing election results. ADMINISTRATOR shall have no responsibility as custodian of THE ENTITY'S election records.

ARTICLE V
TERM

5.01. Except as hereinafter set out, the term of this Contract shall be from the time of execution until all items with respect to this Contract and the election held hereunder have been completed.

ARTICLE VI
COST OF SERVICE AND BILLING

In consideration for the services provided hereunder by ADMINISTRATOR, the ENTITY agrees to pay ADMINISTRATOR for the following costs of services:

6.01 iVotronic Voting Machines:

A. One base charge of $150.00 for Programming iVotronic ballot for voting machines, a $25 additional charge per additional ballot styles and a minimum of a $10 charge for Request Changes on Programmed Ballot;
B. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition questions;

C. A $10.00 recording fee for English and Spanish Audio Files for each Contest, or Office, or Proposition answers;
D. Cost of creating election media, such as, but not limited to Personal Electronic Ballot cartridges (PEB), compact flash cards, labels, bags, keys, etc.; and
E. The amount of $150.00 leasing fee for each iVotronic and $150.00 leasing fee for each ADA iVotronic.
F. Third Party charge for delivery and pick-up fee for Ivotronics for Early Voting and Election Day to include fuel charge;
G. Fee for Voter Registration List(s) in CD format;
H. The above described fees for each machine and programming fee shall be additionally charged for any Runoff Election.

6.02 Electronic Poll Book:
A. Database access at $100.00 per day;
B. Laptop rental, insurance and delivery fee of $150.00 per location;
C. Dymo Printer rental and label fee of $.03 per label (price subject to change);
D. Creation of separate Username and password for each polling location at $20.00 per location;

6.03 PDF CD file charge of $17.50 per CD to be used for self-printing of poll book(s) for election day by Entity;

6.04 If optional supplies and/or services are requested by THE ENTITY, fees will be charged in accordance with third party vendors or county fees; and

6.13 Billing:

A. The form of the invoice to be used in the billing by the County, including a good faith estimate of costs, is attached hereto as Exhibit A. the ENTITY shall submit to the County, an administrative fee of ten percent (10%) of the entire estimated cost of the Election, as shown in Exhibit A referenced above. This fee shall be submitted to the County with this signed contract. The parties agree that time is of the essence on this payment obligation. The ten percent (10%) administrative fee is prescribed by Section 31.100(d) of the Election Code.
B. The Administrator shall, as soon as practicable after the Election, prepare and send an itemized invoice with the actual costs of the Election to the ENTITY.
C. Full payment of the remaining balance, if any, shall be made by the ENTITY within thirty (30) days of receipt of the invoice.
D. Payment shall be made by check payable to the Hidalgo County Elections.
E. Notice. Except as may be otherwise specifically provided in this contract, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i)personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

Yvonne Ramón
Hidalgo County Elections Administrator
PO Box 659
Edinburg, Texas 78540

Mr. Juan Cedillo
City Manager
City of Elsa
PO Box 427
Elsa, TX 78534

F. Any balances, if any remain after the payment of all costs of election bills, shall be the property of the ENTITY and returned to it.

ARTICLE VII

7.01 IF ANY OF THE ELECTION EQUIPMENT IS LOST, STOLEN, DESTROYED, OR DAMAGED, THE CITY, SCHOOL DISTRICT OR ENTITY WHO LEASED THE EQUIPMENT IS LIABLE FOR THE DAMAGE AND AGREES TO PAY THE ADMINISTRATOR THE COST OF THE REPLACEMENT OR REPAIR OF THE ELECTION EQUIPMENT SO LOST, STOLEN, DESTROYED OR DAMAGED.

ARTICLE VIII
GENERAL PROVISIONS

8.01. This Contract 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.

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

8.03. This Contract constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreement between the parties respecting the written subject matter.

8.04. No amendment, modification, or alteration of the term hereof shall be binding unless the same be in writing, dated subsequent to the date hereof and duly executed by the parties hereto.

SIGNED this _____ day of _____, 2011

APPROVAL COUNTY OF HIDALGO: CITY OF ELSA

BY: _____
RAMON GARCIA
COUNTY JUDGE

ATTEST:

BY: _____
ARTURO GUAJARDO, JR.
COUNTY CLERK

ELECTIONS ADMINISTRATOR

BY: _____
YVONNE RAMÓN

APPROVED AS TO LEGAL FORM:

ATLAS & HALL L.L.P.,

BY: _____
STEPHEN L. CRAIN

ENTITY

BY: _____

PRINT: MR. JUAN CEDILLO

TITLE: CITY MANAGER

ATTEST

BY: _____

PRINT: Maria T. Rodriguez

TITLE: City Secretary

AI-25807 **17.A.**

Additional Right of Way - Silver Spur Road

CC REGULAR

Date:	03/21/2011
Submitted By:	Sandra Garcia, RIGHT OF WAY DEPT.
Submitted For:	Joe Pena
Department:	RIGHT OF WAY DEPT.
Agenda Category:	Right of Way

Information

CAPTION

Authorization for surveys metes & bounds appraisal and acquisition of additional right of way for Silver Spur Road.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1200-431-00-123-005-0-711

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

BUDGETARY IMPACT:

Available funds as of 3/16/11.

Attachments

Link: Plat

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 01:24 PM	APRV
2	Olga Garza	Olga Garza	03/16/2011 03:41 PM	APRV
3	Auditor's Office		03/17/2011 04:23 PM	PEND
Form Started By: Sandra Garcia			Started On: 03/16/2011 01:00 PM	
Final Approval Date: 03/17/2011				

Luis Mendoza

GIS Homepage & Disclaimer

Find Address Find Subdivision Find Intersection Print Find Prop ID

AI-25717 **18.A.**

Authorization for ICA w/City of Alamo, City of San Juan & County of Hidalgo for street improvements due to Hurricane Dolly

CC REGULAR

Date:	03/21/2011
Submitted By:	Yolanda Cisneros, COMM. PCT. #2
Submitted For:	Yolanda Cisneros
Department:	COMM. PCT. #2
Agenda Category:	Precinct #2

Information

CAPTION

1. Approval of Interlocal Cooperation Agreement between the County of Hidalgo, the cities of Alamo, Texas and San Juan, Texas, respectively, regarding the use of funding in the amount of $1,072,964.00 awarded to the County of Hidalgo from the Texas Department of Rural Affairs Disaster Recovery Program (TDRA-DR) for street improvements within Precinct No. 2.

2. Approval of Interlocal Cooperation Agreement Project to improve and repair certain portions of roadways located in the cities of Alamo and San Juan, Texas, through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas and City of San Juan, Texas and County of Hidalgo.

BACKGROUND

The Urban County Program has been coordinating with Hidalgo County Precinct No. 2 in an effort to repair damage caused by Hurricane Dolly to streets which lie within the corporate city limits of Alamo and San Juan; project known as Pct. 2 Street Improvements. Street repairs shall take place in the following locations: Moore Rd (from Nebraska Ave. to Border Rd.), Cesar Chavez Rd. (from Sioux Rd. to Minnesota Rd.), Eldora Rd. (from Fern St. to Border Rd.), and Minnesota Rd. (from Jenica Circle to Border Rd.).

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

(Urban County) Texas Department of Rural Affairs Disaster Recovery Funds (TDRA-DR) will fund $1,072,964.00 for this project. Contract No. (DRS010068)

Attachments

Link: ICA & ICA Project

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/10/2011 03:53 PM	APRV
2	Roland Garcia	Rolando Garcia	03/17/2011 02:21 PM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 03:23 PM	APRV
4	Dina Trevino	Dina Trevino	03/17/2011 04:17 PM	APRV
5	Purchasing Department	Monica Badillo	03/17/2011 04:23 PM	APRV

Form Started By: Yolanda Cisneros Started On: 03/10/2011 02:36 PM

Final Approval Date: 03/17/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN THE COUNTY OF HIDALGO, THE CITY OF ALAMO, TEXAS AND THE CITY OF SAN JUAN, TEXAS

THIS Agreement is made on this the _____ day of _____, 2011, by and between the **CITY OF ALAMO, TEXAS,** hereinafter referred to as "Alamo", the **CITY OF SAN JUAN, TEXAS** hereinafter referred to as "San Juan" and the **COUNTY OF HIDALGO, TEXAS,** hereinafter referred to as "County," pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WITNESSETH:

WHEREAS, Alamo and San Juan are municipalities located in Hidalgo County, Texas; and

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

WHEREAS, County experienced flooding due to Hurricane Dolly as well as a significant increase in the volume of truck traffic involved in the recovery effort;

WHEREAS, Hurricane Dolly and the recovery effort caused significant street damage to various streets within Hidalgo County Precinct No. 2;

WHEREAS, Hidalgo County Precinct No. 2 is in need of street improvements to repair the damaged streets which lie within the corporate city limits of Alamo and San Juan, and Alamo and San Juan desire to seek assistance from the County to make these repairs and improvements on the following streets as noted in the map attached as "**Exhibit A**" (the "Pct. 2 Street Improvement Project"):

1) Cesar Chavez Road – from Sioux Road to Minnesota Road;
2) Eldora Road—from Fern Street to Border Road;
3) Minnesota Road—From Jenica Circle to Border Road; and
4) Moore Road—from Nebraska Street in San Juan, Texas to Border Road.

WHEREAS, the Pct. 2 Street Improvement Project will consist of the removal of existing base and asphalt material to a depth of 7.5-inches, installation of new flexible base material six-inches thick stabilized with lime, laying of hot mix asphalt pavement of 1.5-inch thickness, application of seal coat (asphalt), application of seal coat (aggregate), and other related items;

WHEREAS, County agrees it is in its best interest to provide such assistance because the streets serve as a connecting links and integral parts of the County road system and the County will receive benefits as a result of the work on the streets;

WHEREAS, pursuant to Texas Transportation Code, Section 251.012, as amended, Alamo and San Juan, respectively, approve the spending of County funds received by the County from the Texas Department of Rural Affairs Disaster Recovery Fund ("TDRA-DR") for the Pct. 2 Street Improvement Project; and

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

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

1. Alamo and San Juan have authorized County, pursuant to Texas Transportation Code Section 251.012, to spend County funds received from TDRA-DR on the Pct. 2 Street Improvement Project described herein and perform the work and services described herein within their respective corporate city limits as noted in **Exhibit A**.

2. County agrees to assist Alamo and San Juan with the for the Pct. 2 Street Improvement Project by retaining a competent engineering firm and/or in-house engineer to prepare the construction plans necessary for the construction of the Pct. 2 Street Improvement Project as may be necessary and shall be responsible for the engineering, specifications, construction plans and maps necessary to complete the Project.

3. County agrees to perform the work necessary to complete the Pct. 2 Street Improvement Project within the County, either through its own labor, equipment or materials, or through its own agents, contractors or subcontractors.

4. The parties agree that the cost of materials for the Pct. 2 Street Improvement Project shall not exceed One Million Seventy Two Thousand Nine Hundred Sixty Four Dollars and zero cents ($1,072,964.00) for which County shall be responsible.

5. Alamo, San Juan and County shall coordinate work schedules in order to provide for minimal disruption of traffic and operation of the streets and will use their best efforts to complete the project within one hundred and eighty days (180) days of the date of this Agreement.

6. Following completion of the work described herein, the parties agree that Alamo and San Juan shall be responsible for the maintenance and upkeep of the streets included in the Pct. 2 Street Improvement Project that are within their respective corporate jurisdiction as long as such streets remain within their respective jurisdiction.

7. Following completion of the Pct. 2 Street Improvement Project and work described herein, the parties agree that County will be released from any and all duties imposed by this Agreement.

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

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

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

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

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

13. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or

(ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Alamo:	City of Alamo, Texas Attention: Luciano Ozuna, Jr. City Manager 420 N. Tower Road Alamo, Texas 78516
If to San Juan:	City of San Juan, Texas Attention: J.J. Rodriguez, City Manager 709 S. Nebraska San Juan, Texas 78589
If to County:	Hidalgo County, Texas Attention: Ramon Garcia, County Judge P.O. Box 758 Edinburg, Texas 78540-0758
with copy to:	Hector 'Tito' Palacios, Commissioner, Precinct No. 2 301 E. State St. Pharr, Texas 78577

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

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

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

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

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

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

19. **Authority to Execute.** The execution and performance of this Agreement by Alamo, San Juan and County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Alamo, San Juan and County in accordance with its terms.

20. **Governmental Purpose.** Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

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

[*The remainder of this page intentionally left blank.*]

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

CITY OF ALAMO, TEXAS

_____
Rudy Villarreal, Mayor

ATTEST:

_____
Margot Saenz, City Secretary

CITY OF SAN JUAN, TEXAS

_____
Pedro Contreras, Mayor

ATTEST:

_____
Bobby Rodriguez, City Secretary

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

ATLAS & HALL, L.L.P.

BY:_____
Stephen L. Crain

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

APPROVAL OF
INTERLOCAL COOPERATION AGREEMENT
PCT. 2 STREET IMPROVEMENT PROJECT

In accordance with Texas Government Code §791.014, Hidalgo County, Texas, acting by and through the Hidalgo County Commissioners Court, has been advised of a proposed project to improve and repair certain portions of the following roadways located in the Cities of Alamo and San Juan, Texas, respectively, through an Interlocal Cooperation Agreement to be entered into with the City of Alamo, Texas, the City of San Juan, Texas and Hidalgo County:

5) Cesar Chavez Road – from Sioux Road to Minnesota Road;
6) Eldora Road—from Fern Street to Border Road;
7) Minnesota Road—From Jenica Circle to Border Road; and
8) Moore Road—from Nebraska Street in San Juan, Texas to Border Road.

By vote on_____ 2011, the Hidalgo County Commissioners Court has approved the Pct. 2 Street Improvement Project identified above.

_____
By: Ramon Garcia, County Judge

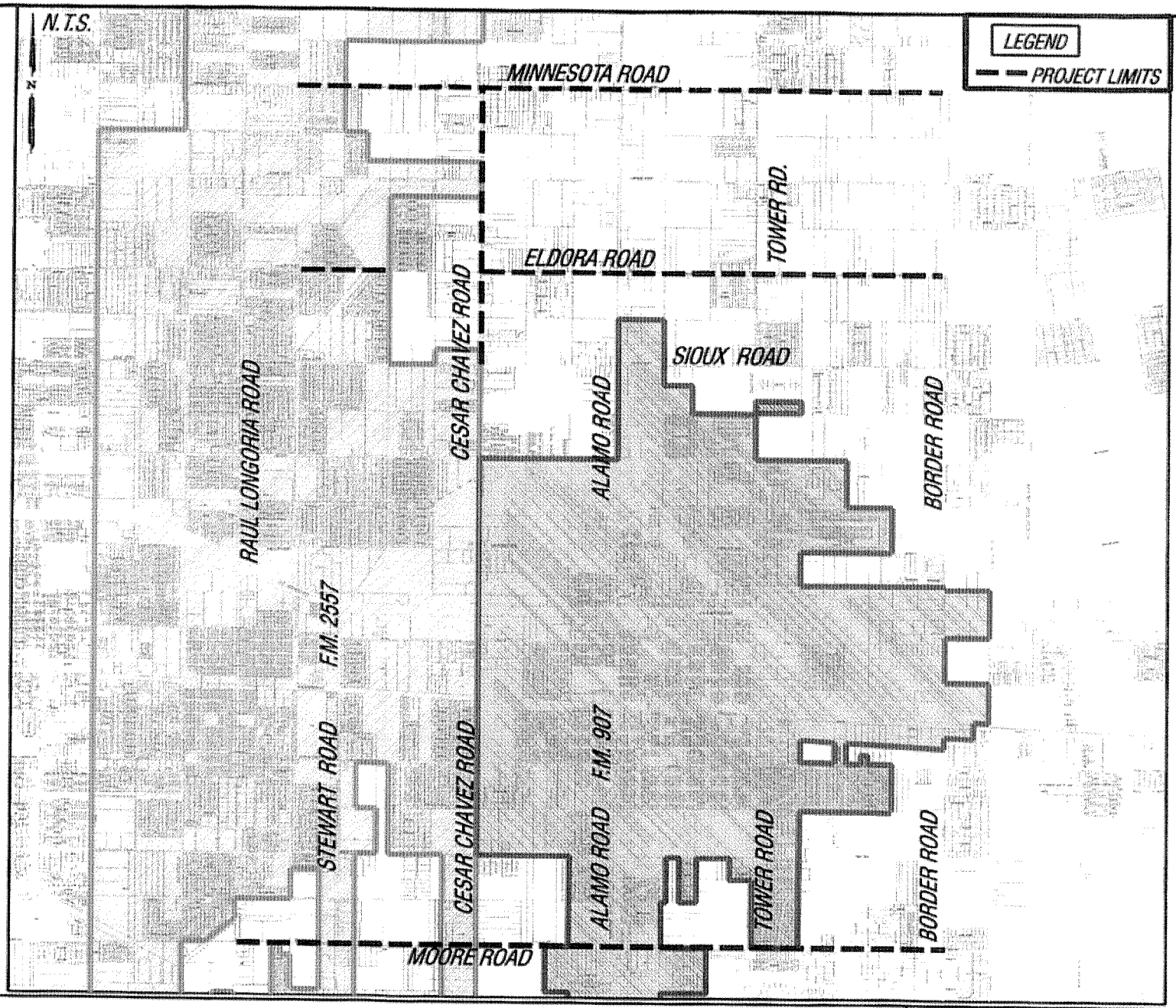
ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:

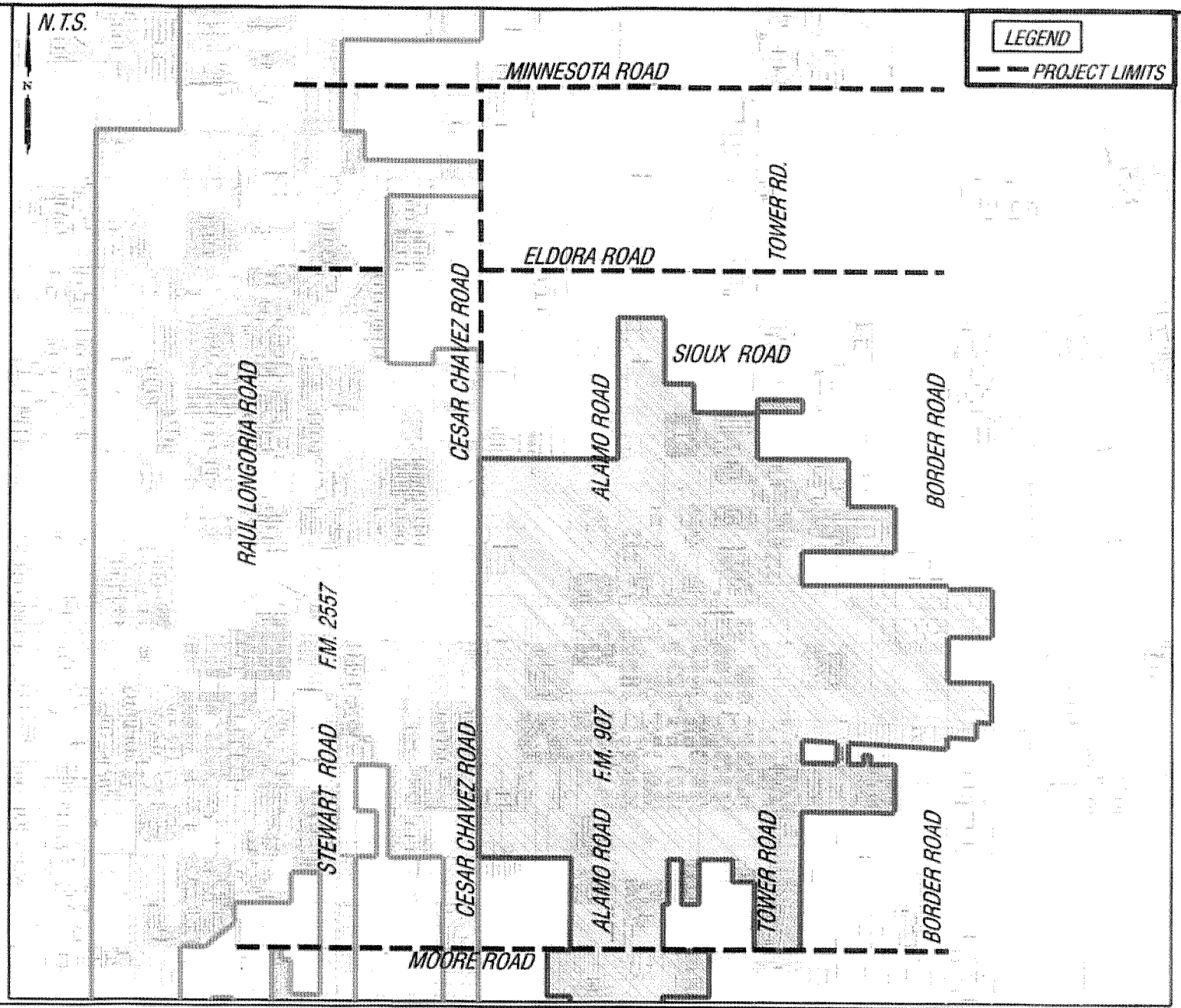
ATLAS & HALL, L.L.P.

By: _____
Stephen L. Crain



HURICANE DOLLY PAVEMENT REPAIR
TDRA PROJECT

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE · PHARR, TEXAS 78577
(TEL) 956 782-2557 · (FAX) 956 782-2558
FIRM No. 498



HURICANE DOLLY PAVEMENT REPAIR
TDRA PROJECT

R. Gutierrez Engineering Corporation
Professional Engineers & Land Surveyors
130 E. PARK AVENUE · PHARR, TEXAS 78577
(TEL) 956 782-2557 · (FAX) 956 782-2558
FIRM No 486

AI-25826 **19.A.**

ICE MOU overtime appropriation (period of Oct. 1, 2010 through Sept. 30, 2011) FY 2011

CC REGULAR

Date:	03/21/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Department:	BUDGET & MANAGEMENT
Agenda Category:	Budget and Management

Information

CAPTION

Sheriff's Department-ICE Overtime (1284):
1. Approval to accept overtime funding from the U.S. Department of Homeland Security, Immigration and Customs Enforcement (ICE) in the amount of $15,000.00.
2. Approval of certification of revenues, as certified by County Auditor, for ICE overtime funding.
3. Approval of appropriation of funds in the amount of $15,000.00.

BACKGROUND

Pursuant to MOU still in effect between ICE and Hidalgo County (Sheriff's Office) approved by CC on 12-9-08, overtime funding is being provided for expenses of officer providing resources in joint operational/task forces. Fringe benefits associated with overtime pay of officer is not reimbursed through grant and will be charged to the Sheriff's Office General Fund account.

Reporting period is from 10-1-10 to 9-30-11 (FY 2011).

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1284-421-00-280-055-1-131

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

BUDGETARY IMPACT:

Appropriation of funds for overtime funding in relation to MOU between ICE and Co. (Sheriff's Office) in the amount of $15,000.00.

Fringe benefits associated with this grant are not reimbursable and will be paid from Sheriff's Office G/F account.

FY 2011 reporting period is from 10-1-10 to 9-30-11 (FY 2011).

Attachments

Link: ICE Overtime Budget

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status

1	Ivan Cantu (Originator)	Ivan Cantu	03/17/2011 12:22 PM	APRV
2	Budget & Management	Erika Zamora	03/17/2011 12:29 PM	APRV
3	Manuel Chapa	Manuel Chapa	03/17/2011 02:44 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 03:35 PM	APRV
5	Purchasing Department		03/17/2011 04:23 PM	NEW

Form Started By: Ivan Cantu

Started On: 03/16/2011 03:49 PM

Final Approval Date: 03/17/2011

DATE: March 22, 2011

2011
Appropriation

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: DBM for Sheriff's Office-ICE Overtime

ACCOUNT NUMBER: 1-1284-421-00-280-055-1-131

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

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
1-1284-421-00-280-055-1- 131	ICE-	Overtime Pay	15,000.00
1-1284-331-11-280-055-1- 000	*ICE Revenues*		*15,000.00*
	TOTAL BUDGET INCREASE (DECREASE)		**15,000.00**

REASON: Appropriation of ICE overtime pay for one deputy in accordance with MOU between ICE and County (Sheriff's Office) approved by CC on 12-9-08. Fringe benefits associated with this grant are not reimburseable and will be paid from Sheriff's Dept G/F account. Reporting period is from 10-1-10 to 9-30-11 (FY 2011).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-25785 **19.B.1.**

2010 Appropriation for Elections Dept for Postage Revenue in accordance with Tx. Election Code 13.121

CC REGULAR

Date:	03/21/2011
Submitted By:	Rolando Garcia, BUDGET & MANAGEMENT
Submitted For:	Auditor's Office
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

Election Dept (1100):
Approval to appropriate 2010 revenues and expenditures for the Elections Department in the amount of $4,000.00 in accordance with the Texas Election Code Section 13.121 and the Voter Registration Postage Report as submitted by the Secretary of State of Texas.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 0 **ACCT. #:** 0-1100-334-10-130-017-0-000

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

BUDGETARY IMPACT:

Appropriate 2010 revenues and expenditures for the elections dept in the amount of $4,000.00

Attachments

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 10:06 AM	APRV
2	Manuel Chapa	Manuel Chapa	03/16/2011 01:18 PM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 01:57 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Rolando Garcia Started On: 03/16/2011 09:10 AM

Final Approval Date: 03/17/2011

DATE: March 16, 2011

DEPARTMENT HEAD: Raymundo Eufracio,CPA c/o Elections Dept.

DEPARTMENT NAME: Auditor's Office

ACCOUNT NUMBER: 0-1100-XXX-XX-130-017-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
0-1100-414-00-130-017-0-535	ELECTIONS DEPT-TEC SEC 13.121-POSTAGE	$ 4,000.00
0-1100-334-10-130-017-0-000	ELECTIONS DEPT-TEC SEC 13.121 REVENUES	4,000.00
TOTAL BUDGET INCREASE REQUEST		$ 4,000.00

REASON:

Pursuant to Section 13.121 of the Texas Election code and the Voters Registration Postage Report, the State submitted check#123164650 $4,000 for the U.S. Postmaster, Elections Department Account 4511.

There are no areas in my current budget to reduce in order to fund the above mentioned item's).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT ____/____/____ DATE ATTEST COUNTY CLER

COUNTY AUDITOR'S FORM: SFA-CA-016

REVISED: 05/01/2000

AI-25796 **19.B.2.**

2011 Unappropriation of funds for Co. Records Mgmt (1238)

CC REGULAR

Date:	03/21/2011
Submitted By:	Ivan Cantu, BUDGET & MANAGEMENT
Submitted For:	Dina Trevino
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

Information

CAPTION

County Records Management (1238):
Approval of 2011 unappropriation of funds in the amount of $29,440.18 for the County Records Management fund.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1238-412-00-090-003-0-350

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $29,440.18 to cover negative f/b.

Funds available as of 3-16-11.

Attachments

Link: Unappropriation

Link: Balance Sheet as of 3-16-11-fund 1238

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Ivan Cantu (Originator)	Ivan Cantu	03/16/2011 12:05 PM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 12:06 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/17/2011 06:58 AM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 01:58 PM	APRV
5	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Ivan Cantu Started On: 03/16/2011 10:39 AM

Final Approval Date: 03/17/2011

DATE: March 22, 2011

DEPARTMENT HEAD: Raul Silguero, Jr., Budget Officer

DEPARTMENT NAME: DBM for Co. Records Mgmt Fund

ACCOUNT NUMBER: 1-1238-412-00-090-003-0-350

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2011
Unappropriation

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
1-1238-412-00-090-003-0- 350	DC County Rec. Mgmt-	Other Services	(29,440.18)
		TOTAL BUDGET INCREASE (DECREASE)	**(29,440.18)**

REASON: Unappropriation of funds for the Co. Records Mgmt (fund 1238) to cover negative fund balance.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

Fund 1238
F/B 55 of
3/18/11

Account No/Description	Beginning Balance	Current Balance	YTD Balance	Ending Balance
Fund 1238 COUNTY RECORDS MANAGEMENT & PRESERVATION				
1-1238-201-00-000-000-0-000 CO REC MGMT/PRESERV-ACCR SAL,WAGES&BENEF	2,142.48	.00	-2,142.48	.00
1-1238-202-00-000-000-0-000 CO REC MGMT/PRESERV-ACCOUNTS PAYABLE	.00	.00	.00	.00
1-1238-202-00-000-001-0-000 CO REC MGMT/PRESERV-ACCOUNTS PAYABLE2005	.00	.00	.00	.00
Total Liabilities	**2,142.48**	**.00**	**-2,142.48**	**.00**
1-1238-270-00-000-000-0-000 CO REC MGMT/PRESERV-BUDGETED FUND BALANC	.00	.00	-116,204.35	-116,204.35
1-1238-253-00-000-000-0-000 CO REC MGMT/PRESERV-FUND BALANCE	86,764.17	.00	.00	86,764.17
Total Equity	**86,764.17**	**.00**	**-116,204.35**	**-29,440.18**
1-1238-275-00-000-000-0-000 CO REC MGMT/PRESERV-ESTIMATED REVENUES	.00	.00	-260,000.00	-260,000.00
1-1238-276-00-000-000-0-000 CO REC MGMT/PRESERV-REVENUES	.00	.00	58,583.30	58,583.30
1-1238-271-00-000-000-0-000 CO REC MGMT/PRESERV-APPROPRIATIONS	.00	.00	376,204.35	376,204.35
1-1238-272-00-000-000-0-000 CO REC MGMT/PRESERV-EXPENDITURES	.00	-2,295.34	-55,869.94	-55,869.94
1-1238-273-00-000-000-0-000 CO REC MGMT/PRESERV-ENCUMBRANCE CONTROL	.00	-11,775.00	-35,042.00	-35,042.00
1-1238-274-00-000-000-0-000 CO REC MGMT/PRESERV-RESERVED FOR ENCUMBR	.00	11,775.00	35,042.00	35,042.00
Total Controls	**.00**	**-2,295.34**	**118,917.71**	**118,917.71**
Total Equity and Control	**86,764.17**	**-2,295.34**	**2,713.36**	**89,477.53**
Total Liabilities and Equity	**88,906.65**	**-2,295.34**	**570.88**	**89,477.53**

*Fund is in Balance .00

AI-25812 **19.B.3.**

Revised Revenue Appropriation for Attorney Fees Related to Landmark Settlement

CC REGULAR

Date:	03/21/2011
Submitted By:	Erika Zamora, BUDGET & MANAGEMENT
Submitted For:	Linda Fong
Department:	BUDGET & MANAGEMENT

Agenda Category: Budget and Management **Sub-category:** Budget Appropriations

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Information

CAPTION

County Auditor-Certification of Revenue:
a. Approval of certification of revenue as certified by the County Auditor for General Fund in the amounts of $2,325,202.20 and $598,500.00.
b. Approval of 2010 appropriation of funds from new source of General Fund Revenue to the General Litigation-Legal Services account in the amount of $2,325,202.20.
c. Approval of 2011 appropriation of funds from new source of General Fund Revenue to the General Litigation-Legal Services account in the amount of $598,500.00.

BACKGROUND

Increase in estimated revenues is to record gross proceeds received in connection with Landmark Case and appropriation in the same amount is to budget for attorney fees related to the Landmark Case that were deducted from the gross settlement proceeds.

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-415-30-115-021-0-333

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $2,325,202.20 to General Litigation-Legal Services from new sources of revenue as certified by the County Auditor.

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-30-125-006-0-333

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $598,500.00 to General Litigation-Legal Services from new sources of revenue as certified by the County Auditor.

Attachments

Link: Certification of Revenue

Link: Appropriation

Link: Certification of Revenue

Link: Appropriation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 03:18 PM	APRV
2	Ivan Cantu	Ivan Cantu	03/17/2011 07:04 AM	APRV
3	Auditor's Office	Linda Fong	03/17/2011 01:59 PM	APRV
4	Purchasing Department	Marty Salazar	03/17/2011 02:07 PM	APRV

Form Started By: Erika Zamora Started On: 03/16/2011 01:33 PM

Final Approval Date: 03/17/2011

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

March 16, 2011

The Honorable Ramon Garcia, Hidalgo 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 Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of gross settlement proceeds in connection with the Landmark Case. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$2,325,202.20	Attorney's Fees and Expenses (1st and 2nd distributions)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3-16-11
Date

THE COUNTY OF HIDALGO

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: March 16, 2011

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following budget amendment increases(decreases) in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
0 -1100 -415 -30 -115 -021 -0 -333	GENERAL LITITGATION-LEGAL SERVICES	$ 2,325,202.20
0 -1100 -360 -00 -000 -000 -0 -000	GEN FUND-MISCELLANEOUS REVENUE	$ 2,325,202.20
	Net Effect to Budgeted Fund Balance-Fund 1100	$ -

REASON: INCREASE ESTIMATED REVENUES IN THE AMOUNT OF $2,325,202.20 TO RECORD GROSS PROCEEDS RECEIVED IN CONNECTION WITH THE LANDMARK CASE AND INCREASE APPROPRIATION IN THE SAME AMOUNT TO RECORD ATTORNEY'S FEES AND EXPENSES DEDUCTED FROM THE GROSS SETTLEMENT PROCEEDS.

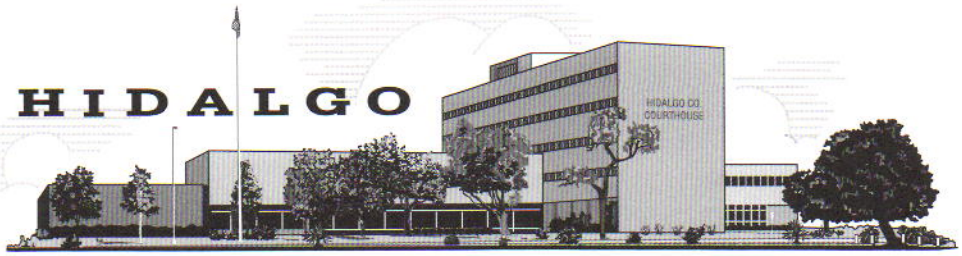
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
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2808 South Business Highway 281
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PHONE: (956) 318-2511
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WEBSITE: www.co.hidalgo.tx.us/auditor

March 16, 2011

The Honorable Ramon Garcia, Hidalgo 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 Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

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

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the receipt of gross settlement proceeds in connection with the Landmark Case. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$598,500.00	Attorney's Fees and Expenses (4th distribution)

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

3-16-11
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: March 16, 2011

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: VARIOUS

SUBJECT: Budget amendment increases(decreases) in accordance with §111.070(c)2 of the Local Government Code.

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following budget amendment increases(decreases) in accordance with Local Government Code, Chapter 111, Subchapter C.

ACCOUNT NUMBER	ACCOUNT NAME	ACCOUNT NAME
1 -1100 -415 -30 -125 -006 -0 -333	GENERAL LITITGATION-LEGAL SERVICES	$ 598,500.00
1 -1100 -360 -00 -000 -000 -0 -000	GEN FUND-MISCELLANEOUS REVENUE	$ 598,500.00
	Net Effect to Budgeted Fund Balance-Fund 1100	$ -

REASON: INCREASE ESTIMATED REVENUES IN THE AMOUNT OF $598,500.00 TO RECORD GROSS PROCEEDS RECEIVED IN CONNECTION WITH THE LANDMARK CASE AND INCREASE APPROPRIATIONS IN THE SAME AMOUNT TO RECORD ATTORNEY'S FEES AND EXPENSES DEDUCTED FROM THE GROSS SETTLEMENT PROCEEDS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-25844 **19.C.1.**

Request for 10 new temporary Data Entry Clerk I position
CC REGULAR

Date:	03/21/2011
Submitted By:	Rosie Cantu, BUDGET & MANAGEMENT
Submitted For:	Elections Department
Department:	BUDGET & MANAGEMENT

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

Information

CAPTION

Elections (1100):
1. Approval to create ten (10) temporary full-time positions as follows:

Slot No.	Position Title	Grade & Step	Salary
T123	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T124	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T125	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T126	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T127	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T128	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T129	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T130	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T131	Data Entry Clerk I	G1, S0	$8.4788 pr hr
T132	Data Entry Clerk I	G1, S0	$8.4788 pr hr

2. Approval of interdepartmental transfer.
3. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Available funds pending approval of interdepartmental transfer, refer to AI-25840.

Attachments

Link: PARs
Link: Fiscal Note
Link: salary schedule
Link: job description

Link: transfer

Link: Additional Back-up

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Rosalinda Cantu (Originator)	Rosie Cantu	03/17/2011 01:45 PM	APRV
2	Budget & Management	Erika Zamora	03/17/2011 01:57 PM	APRV
3	Sylvia Solis	Sylvia Solis	03/17/2011 04:14 PM	APRV
4	Auditor's Office		03/17/2011 04:23 PM	NEW

Form Started By: Rosie Cantu Started On: 03/17/2011 12:28 PM

Final Approval Date: 03/17/2011

HIDALGO COUNTY
Personnel Adjustment Request Form

DEPARTMENT NAME/NUMBER: Elections Department

DATE: March 16,2011

CURRENT POSITION TITLE:

CURRENT SLOT. #: T123 - T132

REQUESTED POSITION TITLE: Data Entry Clerk I

REQUEST FOR:

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

POSITION SALARY REQUEST:

10	-0-	$17,636.00 Grade 1 Step 0	17636 X 10 = $176,360.00 $~~17,360~~
NO. OF POSITIONS	CURRENT GRADE & STEP	PROPOSED GRADE & STEP	NET CHANGE

HIDALGO COUNTY BUDGET OFFICE MAR 16 PM 5 06

Position to be funded from one of the following:

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

☐ Other _____

POSITION TYPE:

Full Time Employee Object 113 ☐ Part Time Employee Object 114 ☐

~~$8.00~~ $8.4788

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:

		M-F 8a-5p	40	6 Months
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)

Positions needed for eighteen lease and contract elections in the May 2011 election cycle (including runoffs) to prepare cages and bins for poll locations, load early voting software, deliver machines and cages, etc.(see attachment for other duties)

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

Performs entry-level data entry and assists as delivery driver, runner and phone bank operator as needed.

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)

May work Saturdays and Sundays as elections demand

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	3-16-11 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	HUMAN RESOURCES DIRECTOR	DATE	PERSONNEL PROCEDURES COMPLETED	☐ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	3/17/2011 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

2011 MAR 15 PM 5 06

HIDALGO COUNTY BUDGET OFFICE

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, March 21, 2011 **Agenda Item:** 25844

Summary of request/proposal:
Elections (1100):
1. Approval to create ten (10) temporary full-time positions as follows:

				CURRENT			PROPOSED			
Fund	Position	Slot#	Obj	G	S	Salary/ Allowance	G	S	Salary/ Allowance	Total Requested
1100	DATA ENTRY CLERK I	T123	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T124	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T125	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T126	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T127	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T128	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T129	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T130	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T131	121	-	-	0.00	1	0	17,636.00	17,636.00
1100	DATA ENTRY CLERK I	T132	121	-	-	0.00	1	0	17,636.00	17,636.00
			TOTAL			0.00			176,360.00	176,360.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
1-1100-414-00-130-001-0-	121	ELECTIONS DEPT-	TEMP F/T EMPLOYEES	$88,858.31
1-1100-414-00-130-001-0-	211	ELECTIONS DEPT-	HEALTH INSURANCE	$0.00
1-1100-414-00-130-001-0-	212	ELECTIONS DEPT-	LIFE INSURANCE	$0.00
1-1100-414-00-130-001-0-	220	ELECTIONS DEPT-	FICA	$6,797.66
1-1100-414-00-130-001-0-	230	ELECTIONS DEPT-	RETIREMENT	$0.00
1-1100-414-00-130-001-0-	250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	$444.29
1-1100-414-00-130-001-0-	260	ELECTIONS DEPT-	WORKER'S COMP	$0.00
			2011 Budgetary Impact	$96,100.26

2012 Budgetary Impact: N/A

Possible Funding Sources: CO WIDE ADM.- CONTINGENCY

Budget Office Recommendation:

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-414-00-130-001-0-

AI - 25844

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	112	ELECTIONS ADMIN				$73,500.00	$73,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$73,500.00
0007	113	FIELD SERVICE SPECIALIST II	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0010	113	ACCOUNTING CLERK II	8	0	$30,224.00	$30,224.00	$30,224.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,224.00
0011	113	EXECUTIVE ASSISTANT I	11	4	$44,287.00	$44,287.00	$44,410.00	$420.00	$0.00	$0.00	$0.00	$0.00	$44,830.00
0014	113	VOTER REGISTRATION SPCLST II	6	1	$27,276.00	$27,276.00	$27,276.00	$300.00	$0.00	$0.00	$0.00	$0.00	$27,576.00
0015	113	ADMINISTRATIVE ASSISTANT III	8	0	$30,224.00	$30,224.00	$30,224.00	$0.00	$0.00	$0.00	$0.00	$0.00	$30,224.00
0016	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,500.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,500.00
0017	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0018	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0020	113	VOTER REGISTRATION SPCLST I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0021	113	VOTER REGISTRATION SPCLST I	5	0	$23,993.00	$23,993.00	$23,993.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,993.00
0022	113	VOTER REGISTRATION SPCLST I	5	1	$25,256.00	$25,256.00	$25,256.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,256.00
0085	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$41,481.00	$41,481.00	$1,380.00	$0.00	$0.00	$0.00	$0.00	$42,861.00
0086	113	ELECTIONS PROJECT COORDINATOR	10	1	$37,109.00	$37,109.00	$37,109.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,109.00
0109	113	ACCOUNTANT II	10	2	$38,408.00	$38,408.00	$38,408.00	$0.00	$0.00	$0.00	$0.00	$0.00	$38,408.00
0120	113	ELECTIONS SYSTEM MANAGER	15	1	$54,526.00	$54,526.00	$54,526.00	$0.00	$0.00	$0.00	$0.00	$0.00	$54,526.00
0121	113	ELECTIONS SPECIALIST II	9	1	$34,360.00	$34,360.00	$34,360.00	$300.00	$0.00	$0.00	$0.00	$0.00	$34,660.00
0122	113	FIELD SERVICE SPECIALIST I	8	1	$31,815.00	$31,815.00	$31,815.00	$0.00	$0.00	$0.00	$0.00	$0.00	$31,815.00

HIDALGO COUNTY
COMMISSIONER COURT
2011 SALARY SCHEDULE

1-1100-414-00-130-001-0-

AI - 25844

ELECTIONS DEPT

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2011 GRADE & STEP SALARY	2011 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2011 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		CREATE THE FOLLOWING TEMPORARY POSITIONS											
T0123	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0124	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0125	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0126	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0127	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0128	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0129	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0130	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0131	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
T0132	121	DATA ENTRY CLERK I	1	0	$17,636.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	**$732,189.00**	**$629,329.00**	**$629,696.00**	**$2,400.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$632,096.00**

DATA ENTRY CLERK I

GRADE: 01

GENERAL DESCRIPTION

Performs entry-level data entry work. Work involves entering data and maintaining files and documentation; Works under close supervision with minimal latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs repetitive data entry and verification of data files

Performs editing and maintenance of data files

Transcribes source documents to machine-acceptable formats

Prepares formatting programs for simple applications and corrects entry errors

May provide clerical support

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Experience in data entry work; Graduation from a standard senior high school or equivalent is generally preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of data entry equipment and of office practices and procedures

Ability to detect and resolve error conditions and to select and transcribe data

Type 35 wpm

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to stand. The employee is occasionally required to walk; sit; use hands to find, handle, or feel objects, tools or controls; reach with hands and arms; climb or balance; stoop and kneel.

The employee must occasionally lift and/or move over 25 pounds. Specific vision abilities required by this job include close vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounter while performing the essential functions of this job.

The 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
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

DATE: March 21, 2011

DEPARTMENT HEAD: Raul Silguero, Jr.

2011
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Elections

ACCOUNT NUMBER: 1-1100-41X-00-1X5-00X-0-XXX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 292-7025 Ext. 5416

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			
1-1100-415-00-115-002-0- 899	CO WIDE ADM-	CONTINGENCY	(96,100.26)
TO			
1-1100-414-00-130-001-0- 121	ELECTIONS DEPT-	REG F/T EMPLOYEES	88,858.31
1-1100-414-00-130-001-0- 220	ELECTIONS DEPT-	FICA	6,797.66
1-1100-414-00-130-001-0- 250	ELECTIONS DEPT-	UNEMPLOYMENT COMP	444.29
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: **Transfer to fund creation of ten (10) temporary full time Data Entry Clerk I positions. Personnel Action pending CC approval.**

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

Elections Department
Temporary Employee(s) Time Table

2011- (Odd Year)	Temp. Employees Needed	IT Div.	VR Div.	Elections Div.
Jan	3	• Prepare all iVotronics for any maintenance with Elections Systems & Software. • Take inventory of all DREs. • Repair any iVotronics, cages, bins and or laptops. • Categorize all iVotronics by purchase date.	• Key punching of all voter applications • Cleaning of voter registration system street indexing, and voter jurisdictions. • Assist in application of Geocoded voters to voter registration system. • Modify voter registration system to reflect any boundary annexations	Help with Inventory of Supplies Help with the storage of documents from past elections • Boxing up all documents pertaing to each election and labeled Help with shredding of documents from past years • Documents that have been held in storage for the time required by law.
Feb	3			
Mar	3			
Apr	10	All steps are performed for each election separately: • Clean, pre-test and setup iVotronic DREs. • Inspect all delivery cages. • Create laptop bins. • Load Early Voting software. • Prepare iVotronic DREs for Logic & Accuracy Testing. • Perform Logic & Accuracy test. • Prepare supply bins for iVotronic DREs. • Deliver all election cages for both Early Voting & Election Day. • Deliver supplies and pickup combination forms during Early Voting. • Pickup all iVotronic DREs cages • Identify all iVotronic DREs as returned. • Clean, inspect and service all iVotronic DREs returned.	Depending on the amount of new voter registration applications, change of address applications, DPS applications and amount of candidates running for office, VR workflow may change.These Steps are done prior to every election and application deadline. These processes are on going through out the year. • Key punching of all new voter registration applications. • Key punching of all change of address applications. • Key punching of all DPS voter applications. • Cleaning and spot checking of street indexing and voter jurisdictions. • Scanning and storage of all voter registration applications	Duties of Assembling Supply Bins Include: • The compiling of forms and documents necessary at the polling locations. These documents and forms are broken down into four different sections / folders. • Folders are arranged in numerical order, then other supplies that are also necessary to have at the polling locations are placed into bins. Helping with copies for Sample Ballots • The copying of sample ballots for each different precinct or ballot style by location. Finishing up bins for distribution • Assigning phones to the locations issuing out keys for cages with supplies, schedules and adding priovisional ballots. Assembling Mail In Ballot Kits Possibly work polling locations Assisting with the after math of election • Taking the bins apart" Organization of warehouse supply room • Washing of aprons and cleaning of everything that was returned.
May	10			
Jun	10			
Jul	10	• Prepare all iVotronics for any maintenance with Elections Systems & Software. • Take inventory of all DREs. • Repair any iVotronics, cages, bins and or laptops. • Categorize all iVotronics by purchase date.	• Key punching of all voter applications • Cleaning of voter registration system street indexing, and voter jurisdictions. • Assist in application of Geocoded voters to voter registration system. • Modify voter registration system to reflect any boundary annexations	Help with Inventory of Supplies Help with the storage of documents from past elections • Boxing up all documents pertaing to each election and labeled Help with shredding of documents from past years • Documents that have been held in storage for the time required by law.
Aug	10			
Sep	10			Duties of Assembling Supply Bins Include: • The compiling of forms and documents necessary at the polling locations. These documents and forms are broken down into four different sections / folders. • Folders are arranged in numerical order, then other supplies that are also necessary to have at the polling locations are placed into bins. Helping with copies for Sample Ballots • The copying of sample ballots for each different precinct or ballot style by location. Finishing up bins for distribution • Assigning phones to the locations issuing out keys for cages with supplies, schedules and adding priovisional ballots. Assembling Mail In Ballot Kits Possibly work polling locations Assisting with the after math of election • Taking the bins apart" Organization of warehouse supply room • Washing of aprons and cleaning of everything that was returned. Assisting with the after math of election • Boxing up all documents pertaing to each election and labeled
Oct	6	• Clean, pre-test and setup iVotronic DREs. • Inspect all delivery cages. • Create laptop bins. • Load Early Voting software. • Prepare iVotronic DREs for Logic & Accuracy Testing. • Perform Logic & Accuracy test. • Prepare supply bins for iVotronic DREs. • Deliver all election cages for both Early Voting & Election Day. • Deliver supplies and pickup combination forms during Early Voting. • Pickup all iVotronic DREs cages • Identify all iVotronic DREs as returned. • Clean, inspect and service all iVotronic DREs returned.	• Key punching of all new voter registration applications. • Key punching of all change of address applications. • Key punching of all DPS voter applications. • Cleaning and spot checking of street indexing and voter jurisdictions. • Scanning and storage of all voter registration applications	
Nov	6			
Dec	6			

AI-25732 **20.A.4.**

SA #1 to WA #1-Contract #C-10-062-02-16-J-09 Project-TEDSI Infrastructure CC REGULAR

Date:	03/21/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Approval of Supplemental Agreement No.1 to Work Authorization No. 1 for "Fifteen (15) Parcels @ $5,000.00 per parcel for the amount of $75,000.00" with Four (4) Donated Parcels of a credit of $3,500.00 per parcel for a credit in the amount of $14,000.00 with grand total of $61,000.00 with TEDSI Infrastructure Group to provide General Engineering Services in connection to Contract #C-10-062-02-16 for the "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain Ditch From North Main Drain To County Road 3601 (Approx. 8 Miles) for Hidalgo County Precinct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1341-431-50-115-079-0-711

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

BUDGETARY IMPACT:

Available balance as of 3-17-11 $107,500.00

Attachments

Link: Supplemental Agreement

Link: Contract Documentation

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 10:35 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 10:41 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/17/2011 09:06 AM	APRV
4	Manuel Chapa	Manuel Chapa	03/17/2011 01:42 PM	APRV
5	Auditor's Office		03/17/2011 04:23 PM	NEW

Form Started By: Vangie Garcia — Started On: 03/11/2011 11:42 AM

Final Approval Date: 03/17/2011

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. 1
SUPPLEMENTAL AGREEMENT NO. 1

Contract No. C – 10 – 062 – 02 - 16

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Supplemental Agreement to Work Authorization No. 1 is to provide services as indicated below:

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

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

PART 2. Estimated Cost. The estimated cost for services under this Supplemental Agreement to Work Authorization No. 1 is $ 61,000.00. This amount is based upon the costs outlined in the ***Estimated Cost Proposal*** attached hereto as **ATTACHMENT "D"**.

PART 3. Payment. Compensation and payment to the **Engineer** for the services established under this Supplemental Agreement to Work Authorization No. 1 shall be made in accordance with Articles 5, 6, and 7 of the **Agreement**.

PART 4. Period of Service. This Supplemental Agreement to Work Authorization No. 1 shall become effective on the date of final acceptance of the parties hereto, and all work associated with this Supplemental Agreement to Work Authorization No. 1 shall be performed within the time period identified in the Work Authorization No. 1 ***Work Schedule***.

PART 5. Responsibilities and Obligations. This Supplemental Agreement to Work Authorization No. 1 does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 6. Acceptance and Acknowledgement. This Supplemental Agreement to Work Authorization No. 1 is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2011.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Joseph Palacios (County Commissioner)

LIST OF ATTACHMENTS

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

HIDALGO COUNTY
MAR 0 1 2011
DRAINAGE DISTRICT #1

ATTACHMENT "A"

Services to be Provided by the Owner

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

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

- Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
- Authorization to the Engineer to begin work.
- Payment for work performed by the Engineer.
- Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
- Acquire additional Right of Way identified by the Engineer
- Provide any available relevant data that may be on file concerning the Project.
- Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
- Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.

HIDALGO COUNTY

MAR 0 1 2011

DRAINAGE DISTRICT #1

ATTACHMENT "B"
Services to be Provided by the Engineer

CLASSIFICATION OF SERVICES *(Special)*

EXPANDED DESCRIPTION OF SERVICES:

(1) **Right-of-Way Data (Special Services)**
The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

HIDALGO COUNTY
MAR 0 1 2011
DRAINAGE DISTRICT #1

ATTACHMENT D

Supplemental Agreement No. 1

To

Work Authorization No. 1

Contract No. C-10-062-02-16

J – 09-00 (8 Miles)

ADDITIONAL SERVICES:

ROW Parcels Purchased	
15 Parcels @ $5,000/ea.	$75,000.00
ROW Parcels Donated	
Credit 4 Parcels @ $3,500/ ea	<$14,000.00>
TOTAL ADDITIONAL SERVICES	**$61,000.00**

HIDALGO COUNTY
MAR 0 1 2011
DRAINAGE DISTRICT #1

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR GENERAL ENGINEERING SERVICES
Contract No. C-10-062-02-16

THIS AGREEMENT is made, by and between **HIDALGO COUNTY,** acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group, Inc.**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

WITNESSETH:

WHEREAS, the **Owner** desires to contract with the **Engineer** to provide **General Engineering Services** for the **Design and Right Of Way Mapping of HCMDS Phase II – J-09 Lateral Drain Ditch from North Main Drain to County Road 3601 (Approx. 8 Miles)** for Hidalgo County Precinct Number Four.

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

ARTICLE 1. Employment of Engineer. The **Owner** agrees to employ the **Engineer** and the **Engineer** agrees to perform general engineering, rights of way & field topographic services as stated in the articles to follow, and for having rendered such services, the **Owner** agrees to pay the **Engineer** compensation as stated in the articles to follow.

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

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

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

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

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

3.1 Termination Date. This Agreement shall terminate at the completion of services as defined in Exhibit B, attached hereto. The **Owner** assumes no liability or obligation for payment to the **Engineer** for work performed or costs incurred by the **Engineer** prior to the date authorized by the **Owner** for the **Engineer** to begin work or during periods when work is suspended.

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

3.3 Termination of Agreement. This Agreement may be terminated by any of the following conditions:

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

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

(3) By the **Owner**, upon failure of the **Engineer** to fulfill the **Engineer**'s obligations set forth herein in a satisfactory manner as determined by the **Owner** and in sole opinion of the **Owner**, after the **Owner** provides written notice to the **Engineer** of such failure and the **Engineer** has not corrected such failure within (30) days of such written notice by the **Owner**.

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

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

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

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

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

If the **Engineer** defaults in the performance of this Agreement or if the **Owner** terminates this Agreement for fault on the part of the **Engineer**, the **Owner** will give consideration to payment of an amount in settlement to include: the actual costs incurred by the **Engineer** in performing the work to the date of default, the amount of work required which was satisfactorily completed to date of default, the value of the work which is usable to the **Owner**, the cost to the **Owner** of employing another consultant and/or firm to complete the work required and the time required to do so, and other factors which affect the value to the **Owner** of the work performed at the time of default. This Agreement shall not be considered as specifying the exclusive remedy for any default by the **Engineer**, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

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

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

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

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

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

Should it be determined that the progress in the production of the **Engineer**'s services and work does not satisfy the requirements of the approved **Work Schedule** as provided by **EXHIBIT "C"**, attached hereto, the **Owner** shall review the approved **Work Schedule** with the **Engineer** to determine the corrective action needed by either the **Owner** or the **Engineer**.

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

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

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

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

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

5.2 ***Special Services.*** Those services that may be required to be provided by the **Engineer** as ***Special Services*** are set forth below and more particularly described in **EXHIBIT "B"**, attached hereto. For and in consideration of these ***Special Services*** rendered as required by the **Engineer**, the **Owner** shall pay the **Engineer** a negotiated lump sum fee (hereinafter referred to as "**Special Services Fee**") at the hourly labor rates and non-labor rates (hereinafter referred to as "**Contract Rates**") specified in **EXHIBIT "D"-*Contract Rates***, attached hereto and made a part of this Agreement, and as follows:

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

2. DOCUMENT COPIES. Actual performance and / or providing of additional copies (over 3) of reports; additional copies (over 3) of plans (contract drawings), specifications, and estimates (PS&E); additional copies (over 3) of bidding documents; additional copies (over 3) of as-built drawings.

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

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

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

ARTICLE 6. Method of Payment.

6. 1 Request for Payment. Payments to the **Engineer** for services rendered will be made while work is in progress as executed through a lump sum fee assigned to each work authorization (hereinafter referred to as "**Work Authorization**") in accordance with Article 7 herein. For each **Work Authorization**, the **Engineer** shall prepare and submit to the **Owner** monthly progress reports in sufficient detail to support the progress of the work and in support of a request for payment (hereinafter referred to as "**Request for Payment**"). The progress report shall indicate the percent completion of the work accomplished by the **Engineer** during the billing period and to the date of the **Request for Payment**. On or before noon of the first Monday of each month during the performance of the services, the **Engineer** shall submit to the **Owner** for approval a **Request for Payment**. Payment of the lump sum fee for each **Work Authorization** identified in the **Request for Payment** will be in proportion to the percent completion of the work tasks identified in such **Work Authorization**s together with a detailed breakdown of the amount and the sum of all prior payments. The **Owner** shall review each such **Request for Payment** and may make such exceptions as the **Owner** reasonably deems necessary or appropriate under the circumstances then existing. About ten (10) working days after the Commissioners Court of the **Owner** meets approving such payment, the **Owner** shall

make payment to the **Engineer** in the amount approved as aforesaid subject to Article 6.4 herein and below. If OWNER fails to make any payment due ENGINEER for services and expenses within thirty days after receipt of ENGINEER's invoice therefore, the amounts due ENGINEER will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and, in addition, ENGINEER may, after giving seven days' written notice to OWNER, suspend services under this Agreement until ENGINEER has been paid in full all amounts due for services, expenses and charges. Payments will be credited first to interest and then to principal. In the event of a disputed or contested billing, only that portion so contested may be withheld from payment, and the undisputed portion will be paid.

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

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

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

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

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

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

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

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

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

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

ARTICLE 7. Work Authorization. After execution of this Agreement, the **Engineer** shall proceed with the work outlined under Article 2 hereof, only as authorized by the **Owner** through an agreed **Work Authorization** document in the form identified in **EXHIBIT "E"** – ***Work Authorization Form***, attached hereto and made a part of this Agreement. The **Engineer** will identify, as approved by the **Owner**, the needed services for the Work Authorization, as required through the course of the development of the Work Authorization. The **Owner** shall authorize the **Engineer** to perform one or more of the agreed tasks identified in **EXHIBIT "B"**, attached hereto, in the form of individual work authorizations. Upon authorization from the **Owner**, the **Engineer** will prepare a **Work Authorization** document, which will include a description of the work to be performed, including a description of the tasks and milestones, a work schedule, and an estimated cost proposal agreed upon by the **Owner** and the **Engineer**. The estimated cost proposal shall set forth in detail the computation of the cost of each work task, at the hourly rates established and identified in **EXHIBIT "D"**, attached hereto. The **Work Authorization** shall not waive the **Owner**'s and the **Engineer**'s responsibilities and obligations established in this Agreement.

The estimated cost proposal for each **Work Authorization**, developed by the **Engineer** and approved by the **Owner**, shall be used by the **Owner** to appropriate a purchase order for the **Work Authorization**. Each executed **Work Authorization** shall become a part of this Agreement. Upon satisfactory completion of the **Work Authorization**, the **Engineer**

shall submit the Work Authorization's deliverables as specified in the executed **Work Authorization** to the **Owner** for review and acceptance.

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

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

ARTICLE 8. Supplemental Agreements. The terms of this Agreement may be amended by supplemental agreement if the **Owner** determines that (1) there is a need to extend the **Termination Date** identified in Article 3.1 hereof, (2) there has been a significant change in the scope, complexity or character of the services to be performed by the **Engineer**, and/or (3) for any other reason agreeable to the **Owner** and the **Engineer**. All supplemental agreements will be developed in the form identified in **EXHIBIT "F"** – ***Supplemental Agreement Form***, attached hereto and made a part of this Agreement, and incorporated herein by reference as "**Supplemental Agreement**".

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

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

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

ARTICLE 9. Additional Work. If the **Engineer** is of the opinion that any work it has been directed to perform is beyond the scope of this Agreement and constitutes extra work, the **Engineer** shall promptly notify the **Owner** in writing. In

the event the **Owner** finds that such work does constitute extra work, the **Owner** shall so advise the **Engineer** and a written supplemental agreement will be executed between the **Owner** and the **Engineer** as provided herein. The **Engineer** shall not perform any proposed additional work or incur any additional costs prior to the execution by both the **Engineer** and the **Owner** of a supplemental agreement. Additional compensation from the Owner to the Engineer shall be paid as a negotiated lump sum fee at the **Contract Rates** specified in **EXHIBIT "D"**, attached hereto. The negotiated lump sum fee shall be incorporated into the supplemental agreement as specified in Article 8 hereof. The **Owner** shall not be liable or under any obligation to compensate the **Engineer** for work performed or costs incurred by the **Engineer** relating to additional work not directly associated with the performance of the work authorized in this Agreement or as amended through supplemental agreement.

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

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

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

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

10.4 Reduction of Project Cost. Notwithstanding any provision herein to the contrary, in the event it is necessary for the **Owner** to require changes in the final plan to enable it to reduce the construction cost the **Engineer** will be required to make such revisions or changes. These changes will be considered additional work by the **Engineer**. Payment for this additional work will then be made to the **Engineer** in accordance with Article 9 hereof.

ARTICLE 11. Ownership and Release of Documents.

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

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

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

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

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

to the **Owner** upon completion of such work, a statement of the cost of such work detailed according to the accounting procedure and requirements of the **Owner**.

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

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

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

ARTICLE 16. Confidential Information, Inventions and Other Restrictions.

16.1 Confidential Information. The **Engineer** shall not use in any way, commercial or otherwise, except to the extent required by the proper performance of this Agreement; and shall hold in confidence and not disclose to any person, for any reason or at any time, any information relating to the secret processes, products, compositions, machinery, apparatus or trade secrets of the **Owner**, or any other confidential information given to the **Engineer** by any of the **Owner**'s commissioners, elected officials, employees, or representatives or acquired by the **Engineer** during the term of or as a result of this Agreement. Any information not generally available to the public shall be considered secret and confidential for the foregoing purposes;

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

16.2 Inventions. The **Engineer** shall communicate to the **Owner** at once, and require the **Engineer**'s employees assigned to the Work Authorization to communicate to the **Owner** all inventions and improvements which any of the **Engineer**'s employees, either alone or in conjunction with any of the **Owner**'s employees may conceive, make or discover during the course of or as a result of work on any Work Authorization under this or any ensuing agreement with the **Owner** that relates to the processes, products, compositions, machinery or plants of the **Owner**, or relating in any way to any of the operations in which the **Owner** has been or is engaged at the time, and such inventions and improvements shall become the sole, exclusive property of the **Owner** without any obligation on its part to make any payment therefor in addition to any sums which the **Owner** may be obligated to pay to the **Engineer** as compensation for services rendered by the **Engineer** under contract with the **Owner**. The **Engineer** shall require its employees to execute patent applications and assignments thereof to the **Owner** or its nominees, and powers of attorney relating thereto for any country the **Owner** may designate, and shall take all other actions as the **Owner** may request to maintain and protect such inventions and improvements. The **Owner** shall pay all costs or charges incurred in protecting such inventions and improvements if the **Owner** desires to protect them. Before assigning any of the **Engineer**'s employees to work under any contract with the **Owner** concerning this Work Authorization, the **Engineer** shall obtain from them agreements satisfactory to **Owner** complying in all respects with the terms and provisions of this Article.

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

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

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

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

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

17.3 Warranties.

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

(b) Notwithstanding anything to the contrary contained in this Agreement, the **Owner** and the **Engineer** agree and acknowledge that the **Owner** is entering into this Agreement in reliance on the **Engineer**'s experience and abilities with respect to performing the **Engineer**'s services hereunder. The **Engineer** accepts the relationship of trust and confidence established between it and the **Owner** by this Agreement. The **Engineer** covenants with the **Owner** to use the **Engineer**'s **best** efforts, skill, judgment and abilities to design the improvements in each Work Authorization and to further the interests of the **Owner** in accordance with the **Owner**'s requirements and procedures, in accordance with all professional standards, and in compliance with all applicable national, federal, state, county and municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction. If the development of plans, specifications and estimates (hereinafter referred to as "**PS&E**") are identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, prior to the commencement of construction, the **Engineer** shall certify in writing to the **Owner** that the **PS&E** for the Work Authorization, and the improvements when built in accordance

therewith, conform to all applicable governmental regulations, statutes and ordinances then in effect. The **Engineer** represents, covenants and agrees that there are no obligations, commitments or impediments of any kind that will limit or prevent performance of the **Engineer**'s services.

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

(d) The **Engineer** represents, covenants and agrees that the **Engineer**'s special talent, training and experience cause the **Engineer** to be the prime professional on the Work Authorization; that because of such talent and training, the **Engineer** envisions the construction of the Work Authorization in its entirety, and possesses the special skills which enable the **Engineer** to recognize dangerous conditions that a reasonable, prudent engineer having such special skills could anticipate may arise from the proper use of the improvements after acceptance by **Owner**; that as the design professional, the **Engineer** has some measure of control over any such dangerous conditions; that the **Engineer** has knowledge which will enable the **Engineer** to recognize specific dangers that may arise from the proper use of the improvements after acceptance by **Owner**; and, that the **Engineer** recognizes that any commissioners, elected officials, employees, and agents of the **Owner**, plus residents and owners of property within the area affected by the improvements are within a class of foreseeable persons who will be relying on the improvements being designed in a professional and safe manner.

(e) If the development of **PS&E** is identified in this Agreement under Article 2 hereof or **EXHIBIT "B"**, attached hereto, as part of the services to be provided by the **Engineer** for the Work Authorization, the **Engineer** represents, covenants and agrees that the **PS&E** of the improvements will be accurate and free from any material errors. The **Engineer** additionally represents, covenants, and agrees to the following: that the design of the improvements will conform to its foreseeable use with all the amenities as set forth in any **PS&E** developed by the **Engineer** for the Work Authorization; that the result of such **PS&E**, if built in accordance therewith, will be suitable for purposes for which the improvement is designed; that the result of **Engineer**'s inspection of the improvements will be suitable for purposes for which the improvements were designed; and, the improvements will be inspected in a workmanlike, professional manner and will be suitable for the Work Authorization's intended purpose. The **Engineer**'s responsibilities as set forth herein shall at no time be in any way diminished

by reason of any approval by the **Owner** of any **PS&E** developed by the **Engineer** for the Work Authorization, nor shall the **Engineer** be released from any liability by reason of such approval by the **Owner**, it being understood that the **Owner** at all times is ultimately relying upon the **Engineer**'s skill and knowledge in preparing such **PS&E**.

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

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

18.1 Project Manager. The **Engineer** shall provide a manager (**Project Manager**) for the Work Authorization that is a registered professional engineer in the State of Texas. The **Project Manager** shall have such knowledge and experience as will enable the **Project Manager** to perform the duties required for the services under this Agreement. The **Engineer** may change the **Project Manager** during the course of the Work Authorization without prior consent of the **Owner**. If, due to situations beyond the control of the **Engineer**, the **Engineer** must change the **Project Manager** prior to the completion and acceptance of the improvements, the **Engineer** will submit a request to change the **Project Manager** to the **Owner** for approval.

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

18.3 Documents/Information Exchange. The purpose of this Article is to define the required automated resources, format for graphics files, and information exchange pertaining to the Work Authorization. Taking into consideration that the **Owner** has a significant investment in the development of the improvements, there is a need for the **Engineer** to provide consistency in document development for information exchange. Consistency in document development for information exchange and production will help facilitate an economically efficient improvement. Therefore, the **Engineer** shall provide the

Owner with documents and information in accordance with the special requirements outlined in **EXHIBIT "B"** attached hereto.

ARTICLE 19. Indemnification. To the fullest extent permitted by applicable law, the **Engineer** and its agents, partners, subcontractors, and consultants (collectively "**Indemnitors**") shall and do agree to indemnify, and hold harmless the **Owner**, the **Owner**'s respective directors, elected officials, employees and agents (collectively "**Indemnitees**") from and against all claims, damages, losses, liens, causes of action, suits, judgments and expenses, including attorney fees, of any nature, kind or description (collectively "**Liabilities**") of any person or entity whomsoever arising out of, caused by or resulting from the negligent performance of the **Engineer**'s services through activities of the **Engineer**, its agents, partners, subcontractors and/or consultants performed under this Agreement, and which are caused by or result from error, omission, or negligent act of the **Engineer** or of any person employed or contracted by the **Engineer** provided that any such **Liabilities** (1) are attributable to bodily injury, personal injury, sickness, disease or death of any person, or to the injury to or destruction of tangible personal property including the loss of use and consequential damages resulting therefrom and (2) are caused in whole or in part by any negligent act or omission of the **Engineer**, anyone directly or indirectly employed by the **Engineer** or anyone for whose acts the **Engineer** may be legally liable. The **Engineer** shall also save harmless the **Owner** from any and all expense, including, but not limited to, attorney fees which may be incurred by the **Owner** in litigation or otherwise resisting said claim or liabilities which may be imposed on the **Owner** as a result of such activities by the **Engineer**, its agents, partners, subcontractors and/or consultants. In this connection, it is agreed and understood that the **Engineer** shall not be responsible for any portion of the liability proximately caused by the **Owner**'s negligence.

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

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

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

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

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

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

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

ARTICLE 22. Compliance with Laws. The **Engineer** shall comply with all applicable Federal, State and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any court, or administrative bodies or tribunals in any manner affecting the performance of this Agreement, including, without limitation, worker's compensation laws,

minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the **Engineer** shall furnish the **Owner** with satisfactory proof of its compliance therewith.

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

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

ARTICLE 25. Payment of Franchise Tax. The **Engineer** hereby certifies that the **Engineer** is not delinquent in Texas franchise tax payments, or that the **Engineer** is exempt from, or not subject to, such a tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the **Owner**.

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

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

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

OWNER:	***Hidalgo County***	**ENGINEER:**	**TEDSI Infrastructure Group, Inc.**
	100 East Cano, 2nd Floor		**1201 E. Expressway 83**
	Edinburg, Texas 78539		**Mission TX 78572**

The address may be changed by either party by written notice, and notice so mailed shall be effective upon mailing.

ARTICLE 29. Miscellaneous Provisions.

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

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the **Engineer** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the 16th day of February, **2010**.

ENGINEER:
TEDSI Infrastructure Group, Inc.

BY: _____
Jesse Salinas, Principal

OWNER:
HIDALGO COUNTY

BY: _____
Rene A. Ramirez, County Judge

ATTEST:

By: _____
Arturo Guajardo Jr., Hidalgo County Clerk

ATTACHMENTS:

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

Approved As To Form:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

Services to be Provided by the Owner

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

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

1) Prepare and execute a Purchase Order with Hidalgo County Purchasing Department
2) Authorization to the Engineer to begin work.
3) Payment for work performed by the engineer.
4) Assistance to the Engineer, as necessary, to obtain required data and information from other local, regional, and state agencies that the Engineer cannot easily obtain.
5) Secure required Environmental permits from regulatory agencies
6) Acquire additional Right of Way identified by the Engineer
7) Provide any available relevant data that may on file concerning the Project.
8) Provide timely review and decisions in response to the Engineers request for information and/or submittals and deliverables.
9) Attend and participate in progress meetings as required and as coordinated and conducted by the Engineer.
10) Advertise and award, as assisted and recommended by the Engineer, construction contracts for the PS&E developed by the Engineer.
11) Attend pre-bid and pre-construction conferences coordinated and conducted by the Engineer.
12) Review and approve monthly and final estimates, developed by the Engineer, for payment to the Contractor. Compensate and pay the Contractor for work performed as identified in the approved monthly and final estimates.
13) Provide assistance to Engineer where necessary and possible with Owner information/resources to ensure project is completed within timely/efficient basis.
14) Provide Engineer with Geotechnical Data for pavement design and thickness.

EXHIBIT "B"

Generalized Services to be Provided by the Engineer

HCMDS Phase II – J - 09
From North Main Drain to County Road 3601

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CLASSIFICATION OF SERVICES. In accordance with Article 2.2 of this Agreement, the services to be provided by the **Engineer** shall be classified as either ***Basic Services*** or ***Special Services.*** The expanded descriptions of the services identified later in this exhibit and to be provided by the **Engineer** are classified as follows:

Management:

I. ENGINEERING MANAGEMENT (*EM*)

(A) Preliminary Project Planning and Development

(1) Project Development Schedule	***Basic***
(2) Construction Estimate	***Basic***
(3) Quality Control / Quality Assurance Program	***Basic***
(4) Subcontract Administration	***Basic***
(5) Funding Liaison and Funding Application Preparation	***Special***
(6) Capital Improvement Program (CIP)	***Basic***
(7) Management / Coordination of Engineering Activities	***Basic***
(8) Implementation of QC/QA Program	***Basic***

(B) Preliminary Engineering

(1) Preliminary Concept Conference	***Basic***
(2) Management / Coordination of Engineering Activities	***Basic***
(3) Implementation of QC/QA Program	***Basic***
(4) Preparation of ***"Preliminary Engineering Report"***	***Basic***
(5) Coordination with all reviewing agencies (FEMA, USACE, etc.)	***Basic***

(C) Final Design

(1) ***"Design Policy & Procedures Manual"***	***Basic***
(2) Design Concept Conference	***Basic***
(3) Management / Coordination of Engineering Activities	***Basic***
(4) Implementation of QC/QA Program	***Basic***

(D) Construction Management

(1) ***"Construction Management Policy & Procedures Manual"***	***Basic***
(2) Construction Bidding	***Basic***
(3) Owner's Representative	***Basic***
(4) Defects and Deficiencies	***Basic***
(5) Monthly Construction Progress Reports	***Basic***
(6) Recommendations for Payment to the Construction Contractor	***Basic***
(7) Project Site Management	***Special***
(8) Implementation of Qc/QA Program	***Basic***
(9) Change Orders	***Special***
(10) Final Acceptance, Performance Testing, Shop Drawing Review	***Basic***

Engineering:

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

(1) Environmental Document Preparation & Public Involvement (if required By Federal agencies)	***Special***
(2) Field Surveying & Photogrammetry (if not provided by Owner)	***Special***

Engineering:

III. PRELIMINARY ENGINEERING, FINAL DESIGN & CONSTRUCTION

(A) Preliminary Engineering:

(1) Preliminary Field Surveying (using Lidar/ provided by **Owner**)	***Provided by Owner***
(2) Data Collection	***Basic***
(3) Geographical Information System	***Basic***
(4) Hydrologic Analysis	***Basic***
(5) Hydraulic Analysis	***Basic***
(6) Flood Plain Mapping	***Basic***
(7) Alternate Solutions /Recommendations for Final Design	***Basic.***
(8) Final Report – ***"Preliminary Engineering Report"***	***Basic***

(B) Final Design:

(1) Right-of-Way Data and ROW Map	***Special***
(2) Design Field Surveying	***Special***
(3) Geotechnical Investigations and Reports	***Special***
(4) Permitting	***Basic***
(5) Channel / Drainage Design	***Basic***
(6) Roadway Design	***Basic***
(7) Bridge Design	***Basic***
(8) Plans, Specifications & Estimates	***Basic***

(C) Construction:

(1) Construction Bidding Documents	***Basic***
(2) Project Site Representation:	***Special***
a. Engineering Support Data for Defects & Deficiencies	***Special***
b. Daily and Weekly Construction Reports	***Special***
c. Measurement / Calculations for Contractor Payment	***Special***
d. Project Engineer / Resident Engineer Services	***Special***
(3) Miscellaneous Technical Activities:	
a. Construction Field Surveying	***Special***
b. Shop Drawing Review	***Basic***
c. Control of Materials & Equipment	***Special***
d. Change Orders	***Basic***
(4) Final Acceptance:	
a. Performance Testing	***Special***
b. As-Built Drawings	***Basic***

EXPANDED DESCRIPTIONS OF SERVICES. The expanded descriptions of the services to be provided by the Engineer are described on the following pages.

I. ENGINEERING MANAGEMENT (*EM*)

The following outline provides a summary for the ***basic*** and ***special services*** to be provided by the **Engineer** under services of this Agreement. The contractual services will be outlined in each Work Authorization as outlined in Article 7.

For these services, the **Engineer** shall manage the **Project Team,** consisting of various sub-providers, in the development of the **Project** as defined and more particularly described in **EXHIBIT "B1"** attached to this Agreement. The services will include the following:

(A) **Preliminary Project Planning and Development.** In general, this will include the ***management*** of the preliminary planning process and advance project development (APD) that is required for the **Project.** (A summary of specific requirements for ***engineering*** activities are outlined later in this exhibit.) The **Engineer** will identify, coordinate, and implement the ***management*** requirements for preliminary planning and advance **Project** development for the **Project.** Specific work activities to be provided by the **Engineer** will include:

(1) **Project Development Schedule.** The **Engineer** will prepare a **Project Development Schedule.** This schedule will be developed from the notice to proceed with work through final record drawings. The schedule will be monitored, by the **Engineer,** throughout **Project** development. It will be provided, as well as any updates, to the **Owner** and each **Project Team** member as a part of the **Work Plan** identified in (1). The schedule will identify all major milestones and **Project** deliverables. The **Engineer** will inform the **Owner** (in reasonable advance of the delay) should the **Engineer** encounter delays that would prevent the performance of all work in accordance with the established schedule.

(2) **Construction Estimate**. The **Engineer** shall prepare a preliminary estimate for the construction of the **Project**. The preliminary construction estimate shall be monitored, verified and updated throughout the course of **Project** development.

(3) **Quality Control / Quality Assurance (QC/QA) Program**. The **Engineer** shall develop a quality control and quality assurance program for the **Project** to ensure the **Project Team** is producing quality work for the **Project**.

(4) **Subcontract Administration**. The **Engineer** shall initiate, execute and monitor all subcontracts for the duration of the **Project**. The **Engineer** shall advise and/or provide recommendations to the **Owner**, as the **Project** progresses, should additional sub-providers be required. All subcontracting and assignment will be in accordance with Article 14.

(5) **Funding Sources**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the development and construction of the **Project** may be eligible for funding from outside sources. If approved by the **Owner** as ***Special Services***, the **Engineer**'s responsibilities regarding funding sources will include the following:

(a) **Liaison (Engineer)** will act as Corporate Sponsor for obtaining funding from potential funding sources for the **Project**. The Corporate Sponsor will act as liaison for the **Owner** to applicable State and Federal resource agencies for possible funding assistance.

(b) The **Engineer** will identify and develop a list of possible funding sources for the **Project**.

(c) The **Engineer** will prepare all required applications to funding sources.

(6) **Capital Improvement Program (CIP)**. If approved by the **Owner** as ***Special Services***, as outlined in Article 5.2, the **Engineer** will prepare a CIP based on a conceptual sequence of construction for the **Project** as identified in the final recommendations shown in the ***"Preliminary Engineering Report"*** developed by the **Engineer** under the preliminary engineering activities identified later in this exhibit. The primary focus will be to address the overall needs of the system, the funding availability, the identification of operational issues, the acquisition of right of way, and

the prioritization of those needs and issues in a cost effective and efficient manner (conducive of funding availability). The CIP will be continuously monitored and updated by the **Engineer** throughout **Project** development.

(7) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the specific ***engineering*** work activities, tasks, special services for Environmental Document Preparation (if required by Federal agencies), Public Involvement, and Field/Reconn/Surveying and Photogrammetry (more particularly identified later in this exhibit under II - Preliminary Project Planning and Development).

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the program developed to ensure the quality of the Environmental Document (if required by Federal agencies), public involvement procedures, and the products and data from field/recon/surveying and aerial photogrammetry, and their compliance with applicable standards and requirements.

(B) Preliminary Engineering. The **Engineer** will ultimately deliver the final recommendations for the design of the project in the ***"Preliminary Engineering Report".*** (Specific requirements for ***engineering*** activities are outlined later in this exhibit under II - Preliminary Engineering, Design and Construction.) The **Engineer** shall ***manage*** and coordinate the activities of the **Project Team** in the collection of geographical information and ***engineering*** data, the selection of computer software, and the distribution of **Project** information and status to the **Owner** and **Project Team** throughout the development of the ***"Preliminary Engineering Report".*** Specific ***management*** tasks to be provided by the **Engineer** will include:

(1) **Preliminary Concept Conference**. The **Engineer** will coordinate and conduct a preliminary concept conference (PCC) with the **Owner**, and any other stakeholders approved by the **Owner**. At the PCC, the **Engineer** will outline the issues and aspects involved in the development of the ***"Preliminary Engineering Report"***, identify existing conditions and design requirements, and present the approach to the development of the report for approval by the **Owner**.

(2) **Management/Coordination of Engineering Activities**. The **Engineer** shall ***manage*** and coordinate the **Project Team** in the preparation of specific ***engineering*** work activities, tasks, special services for the final development of the ***"Preliminary Engineering Report",*** including Field Surveying, Data Collection, the development of a Geographical Information System, Hydrologic/Hydraulic Analysis, Flood Plain Mapping, Alternate Solutions, and Final Recommendations (more particularly defined with the ***engineering*** activities identified in this exhibit under II - Preliminary Engineering, Design and Construction (**Preliminary Engineering**)).

(3) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***"Preliminary Engineering Report",*** and its compliance with standards of sound ***engineering*** principles and the agreed-upon design criteria established at the PCC.

(4) **Final Report:** ***"Preliminary Engineering Report".*** The **Engineer** will provide, to the **Owner**, five (5) bound, color copies of the ***"Preliminary Engineering Report",*** including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimate.

(5) **Coordination with various agencies.** The development of the ***"Preliminary Engineering***

Report" may require documentation and/or coordination with various agencies. The **Engineer** will act as a liaison for the **Owner**, and will attend any meetings, and develop / prepare any required correspondence, documentation, and/or applications to satisfy the applicable Federal, State, and local regulations.

(C) **Final Design.** After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County permitting requirements, the **Engineer**, will coordinate the activities of the **Project Team** during the final design of the **Project** by developing and preparing all policies and procedures, managing the sub-providers activities and performance, and performing quality control and quality assurance for all design documents associated with the **Project**. One of the primary deliverables for the **Engineer** to provide the **Owner** is a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Design Policy & Procedures Manual".*** The **Owner** will provide a policy and procedures manual for final design to be used by the **Project Team** in the development of the **Project**. The purpose of this will be to set policy with regards to the approved design criteria, and to provide consistency in the development of the documents for design, plans, specifications and estimates. Once the manual has been provided by the **Owner** it will be distributed by the **Engineer** to each member of the **Project Team**. The **Owner** will be responsible for updating and maintaining the manual and distributing any revisions throughout **Project** development. Items to be identified in the ***"Design Policy & Procedures Manual"*** provided by the **Owner** will include, but not be limited to, the following:

(a) Project Description and Final Recommendations of the ***"Preliminary Engineering Report"***
(b) Environmental
(c) Correlation and Agreement with Other Agencies
(d) Application of Design Standards (City, County, State, AASHTO)
(e) Requirements for Preliminary Submittals
(f) Basic Design Criteria
(g) Preparation for Plans, Specifications, and Estimate (PS&E) Submittals
(h) Formats for Supporting Documents
(i) CADD Standards
(j) Specifications

(2) **Design Concept Conference (DCC).** The **Engineer** shall coordinate and conduct a design concept conference with the **Owner** and **Project Team**. At the DCC, the **Engineer** will distribute the ***"Design Policy & Procedures Manual"*** provided by **Owner** and discuss the **Project** Development Schedule with the **Project Team**.

(3) **Management/Coordination of Engineering Activities.** The **Engineer** shall ***manage*** and coordinate the **Project Team** in the development of the documents for final design, including: Right of Way Data, Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the engineering activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design**)).

(4) **Implement QC/QA Program**. The **Engineer** shall monitor and perform the QC/QA program developed to ensure the quality of the documents associated with Right of Way Data (Mapping), Design Field Surveying, Geotechnical Investigations, Permitting, Channel/Drainage Design, Roadway Design, Bridge Design, PS&E, and other miscellaneous design and plan preparation items (more particularly defined with the ***engineering*** activities identified in this exhibit under II – Preliminary Engineering, Design and Construction (**Final Design Engineering**)). These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(D) Construction Management. The **Engineer** shall provide construction ***management*** services for each authorized construction contract of the **Project.** The **Engineer** shall also assist the **Owner** in the advertisement for construction bids, the opening and tabulation of the bids, provide a recommendation as to the proper action on all bid proposals received, and assist in the preparation of formal contract documents for the award of contracts. Specific ***management*** work activities to be provided by the **Engineer** will include:

(1) ***"Construction Management Policy & Procedures Manual"***. The **Owner** shall will provide a manual that outlines the policy and procedures for the ***management*** and administration of construction of the **Project.** The manual's information will include, but not be limited to, construction contract recordkeeping (daily reports, weekly reports, monthly progress reports, etc.), contractor payment, change order format and procedures, site inspection, scheduling, and final inspection.

(2) **Construction Bidding Documents.** The **Engineer** shall perform the following in preparation of the construction bidding documents:

(a) Upon completion of QC/QA, the **Engineer** shall furnish to the **Owner** all necessary copies of approved plans, specifications, **Engineer's** estimate, notices to bidders, and proposals for each authorized construction contract.

(b) The **Engineer** shall assist the **Owner** in advertising for each authorized construction contract for the **Project.**

(c) The **Engineer** shall assist the **Owner** in the opening and tabulation of bids for each authorized construction for the **Project,** and recommend to the **Owner** as to the proper action on all bid proposals received.

(d) The **Engineer** shall assist the **Owner** in the preparation of formal contract documents for the award of construction contracts.

(3) **Owner's Representative.** In general, the **Engineer** shall provide the ***management*** activities required for consultation and advisement to the **Owner** during construction, and act as the **Owner's** representative as provided in the General Conditions of the Construction Contract. The extent and limitations of the duties, responsibilities and the authority of the **Engineer** as assigned in the General Conditions of the Contract shall not be modified, except as the **Engineer** may otherwise agree in writing.

(4) **Defects and Deficiencies.** In providing the ***management and administration*** of the authorized

construction contract, the **Engineer** shall use the **Engineer**'s best efforts to protect the **Owner** against defects and deficiencies in the work of the construction contractor, hereinafter called the **"Contractor"**. The **Engineer** does not guarantee the performance of the **Contractor;** however, the **Engineer** will promptly notify the **Owner** of any such defect or deficiency, and take all steps possible to require the **Contractor** to correct the defect or deficiency.

(5) **Progress Reports.** The **Engineer** will obtain the daily and weekly reports provided from the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit and prepare a monthly progress report, which outlines the construction progress in a form and manner satisfactory to the Owner.

(6) **Contractor Payment**. The **Engineer** shall obtain the measurements and calculated quantities prepared under the ***engineering*** activities identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit, and review and approve the monthly and final estimates for payments to the **Contractor** for those items of work accepted and conforming to the construction contract specifications. The **Engineer** will furnish to the **Owner** any necessary certifications as to payments to the **Contractor** and suppliers. *Note: The **Engineer** is not responsible for actual payments to the **Contractor.***

(7) **Project Site Management**. The **Engineer** will coordinate and monitor the **Project** site representation of the authorized construction contract by providing the following special services, if authorized by **Owner**:

Project Manager. The **Engineer** will provide visits by the ***Project Manager*** or a competent representative of the **Engineer** to the site of construction at least twice a month for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications. In the capacity of site inspection, the **Engineer** will issue instructions from the **Owner** to the **Contractor** and the ***Resident Engineering Representative***, issuing necessary interpretations and clarifications of construction contract documents, and make recommendations to the **Owner** as to the acceptability of the **Contractor**'s progress and work.

(8) **Implement QC/QA Program**. The **Engineer** will monitor and perform the QC/QA program developed to ensure the quality of the ***engineering*** services and documents associated with Field Surveying, Shop Drawings, Control of Materials & Equipment, Change Orders, Performance Testing, and As-Built Drawings, more particularly identified under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit. These services shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy and shall be submitted to the applicable City, County, State, Federal agencies for approval.

(9) **Change Orders**. When applicable, the **Engineer** will review and provide recommendations for all change orders developed under II – Preliminary Engineering, Design, and Construction (**Construction**) in this exhibit for purpose of preparing construction contract change orders. These change orders may be required due to actual field conditions encountered or new requirements directed by the **Owner**. The **Engineer** will prepare, explain, and submit proposed change orders, when applicable.

(10) **Final Acceptance.** Following the completion of construction by the **Contractor**, the **Engineer** will provide the services required for the final inspection and recommendation for **Project** acceptance. This

will include coordinating the activities required for the inspection for conformance and recordkeeping of the necessary performance tests required by the construction contract specifications. The **Engineer** will also review and approve all as-built drawings (to show the work as actually constructed), and furnish to the **Owner** one set of prints of the as-built drawings. *Note: Services to be provided by the **Engineer** for Items II and III primarily involve the **engineering** work tasks for the **Project.***

II. PRELIMINARY PROJECT PLANNING & DEVELOPMENT

In general, this will include all ***engineering*** activities required for the **Advance Project Development**. Primarily, this will involve the research and coordination for the social, economic and environmental impacts, public involvement and preliminary field/reconn/surveying / aerial photography of the **Project.** A summary of the ***engineering*** activities to be provided by the **Engineer** are listed below. The actual contractual services will be identified in each work authorization as outlined in Article 7.

(1) **Environmental Document Preparation and Public Involvement** ***(if required by Federal/State agencies)***

(a) The **Engineer** shall prepare an environmental document in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations. The **Engineer** will prepare an environmental document in anticipation of a ***Finding of No Significant Impact (FONSI)***, as identified by the NEPA process. This document will include, at a minimum, the following:

(i) **project** description
(ii) need for **project**
(iii) alternatives considered
(iv) impacts (socioeconomic, cultural resource, water resource, air quality, noise quality, biological, prime/unique farmland, construction impacts, hazardous materials)
(v) conclusion
(vi) **project** location map
(vii) preliminary structure and channel locations/layouts
(viii) scanned photographs

(b) The **Engineer** shall conduct and coordinate all public involvement in accordance with the National Environmental Policy Act (NEPA) and the applicable Code(s) of Federal Regulations.

(c) The **Engineer** shall coordinate with all resource agencies, government entities, and private landowners involved or impacted in the development of the **Project.** This will include individual meetings, newsletters and notices, as required.

(d) The **Engineer** shall coordinate and conduct the following public meetings/hearings:

(i) Public Meetings – These meetings will be scheduled to present the **Project** concept, including preliminary layouts and requirements for the **Project,** for the purpose of obtaining preliminary public comment.

(ii) Public Hearing – After completion / preliminary approval of the environmental document and applicable approval to move the **Project** forward for further processing, a public hearing will be afforded and/or conducted to present the approved draft environmental document and the **Project** layout (schematic) for the purpose of obtaining final public comment.

(e) The **Engineer** shall develop a **Project** coordination and mailing list.

(f) The **Engineer** shall prepare required presentation materials (including handouts, agenda, and sign-in roster) and exhibits for public meetings and a public hearing.

(g) The **Engineer** shall prepare and submit a written document summarizing each proceeding: Public Meeting Reports and Public Hearing Report.

(2) **Field Surveying and Photogrammetry** ***(if not provided by Owner)***

(a) ***Right of Entry:*** It will be the responsibility of the **Engineer** to secure written permission to enter private property for purposes of reconn/survey, environmental and engineering investigations. The **Engineer** will, at times, contact the owner prior to any entry onto the owner's property. The property owner will be informed, by the **Engineer,** the name of the primary person of contact during each entry.

(b) For the purpose of schematic development, including a geographical information system of the **Project**, a base map background will be provided to the **Engineer** through the **Owner**.

(c) The **Owner** shall provide primary **Project** control for field surveying by establishing horizontal and vertical control points, and the **Engineer** shall establish secondary **Project** control to tie ground control to the State Plane Coordinate System.

(d) The Engineer shall obtain the following photogrammetric products:

(i) Contact Prints and Mosaics
(ii) Planimetric maps
(iii) Contour maps
(iv) Cross Sections
(v) Digital Terrain Model (DTM)

III. PRELIMINARY ENGINEERING, DESIGN & CONSTRUCTION

The services listed below to be provided by the **Engineer** are a summary of the services; the actual contractual services will be identified in each work authorization as outlined in Article 7 of the Agreement. The services shall be divided into three phases with ***engineering*** work activities, as follows:

(A) Preliminary Engineering. For this phase, the **Engineer** will ultimately deliver the ***"Preliminary Engineering Report"***. The ***"Preliminary Engineering Report"*** shall be based on the **Engineer**'s review and comments on the ***"Raymondville Drain Outfall Study"*** (to be provided by the **Owner**). Should the review and comments by the **Engineer** indicate deficiencies in the ***"Raymondville Drain Outfall Study"***, or in the **Turner, Collie and Braden, Inc. Engineer Report – "Flood Protection Plan"**, dated September 1997, corrections of such deficiencies shall be the responsibility of the **Owner**, or deemed by the **Owner** as additional work to be performed by the **Engineer** and compensated in accordance with Articles 8 and 9 of this Agreement. Subsequently, the **Engineer** will prepare the ***"Preliminary Engineering Report"*** in sufficient detail to indicate clearly the problems involved and the alternate solutions available to the **Owner**; to include preliminary layouts, sketches, and cost estimates for the **Project**, and to set forth clearly the **Engineer**'s recommendations. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Preliminary Field Surveying**

(a) The **Engineer** shall establish benchmark identifications, if not already provided by the **Owner**.

(b) The **Engineer** shall obtain data for existing drainage facilities and/or structures, including size, type, and flowline (upstream & downstream) elevations of structures.

(c) The **Engineer** shall obtain profiles of intersecting roadways that cross existing and proposed channels.

(d) The **Engineer** shall obtain flood plain and cross-sections (along with appropriate overbank data), and establish reach lengths, as required.

(2) **Data Collection**

(a) The **Engineer** shall perform site visits for field reconnaissance.

(b) The **Engineer** shall identify and obtain data to include, but not be limited to:

Previous Studies:

(i) Available previous hydraulic and/or engineering studies

(ii) Previous documentation and/or studies for Federal Emergency Management Agency (FEMA) floodway requirements.

Land Records:

(iii) Parcel mapping

(iv) Property assessment

(v) USGS topographic mapping

Property and Facility Management

(vi) Land acquisition and disposition

(vii) Building and property inventory

Land Use Planning and Zoning
(viii) General plan mapping
(vix) Zoning mapping
(x) Demographic mapping
(xi) Economic development
(xii) Linking to permitting systems
(xiii) Existing aerial photographs and/or mapping
Engineering
(xiv) Storm drain mapping
(xv) Subdivision mapping
(xvi) Street mapping
Public Safety
(xvii) Emergency preparedness plans
Environmental Assessment (if required by Federal/State agencies)
(xviii) Wetland mapping
(xix) National Pollution Discharge Elimination System (NPDES) permitting
(xx) Facility mapping
(xxi) Vegetation mapping
(xxii) Coastal zone management
Elections
(xxiii) District Boundary definition

(3) **Geographical Information System**

The **Engineer** shall develop a Geographical Information System (GIS) utilizing Environmental Systems Research Institute, Inc. (ESRI) ArcView with 3-D Analyst and GIS StreamPro, where appropriate to be compatible with the existing GIS being developed in the ***"Raymondville Drain Project"***. Import the collected data into ArcView for mapping purposes and presentations to facilitate the decision-making and analytical process for the development of the ***"Preliminary Engineering Report"***. ArcView will also be used to export data to the USACE Hydrologic Center's computer program HEC-River Analysis System (HEC-RAS), which will be used to develop the ***engineering*** models required for the hydraulic analysis of each lateral channel (and associated tributaries) and the plotting of the resultant floodplains. Specifically, ArcView will be used to export this data to HEC-RAS where it will be combined with the field surveyed channel data in order to construct full flood plain cross sections that reflect accurate channel and overbank data for the HEC-RAS models.

Note: During the performance of the following hydrologic / hydraulic analysis and the development of the alternate solutions and final recommendation, the **Engineer** will address and incorporate any findings of the environmental documentation process.

(4) **Hydrologic Analysis**

(a) The **Engineer** shall review and comment on the hydrologic analyses of portions of the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4.

(b) The **Engineer** shall review and comment on the comparison of peak flow rates, identified in the Raymondville drainage watershed(s) that are located in Precinct No. 1 and No. 4, with any available data from the National Flood Insurance Program (NFIP) or other studies to determine consistency of results.

(5) **Hydraulic Analysis**

(a) The **Engineer** shall review and comment on the hydraulic analysis for each existing and proposed structure location utilizing the HEC-RAS computer program; utilizing Manning's Equation to compute water surface profiles with the inputs of cross-section data, roughness coefficients, and flow rates. Specific steps for the hydraulic analysis are outlined in tasks (b) through (g) below.

(b) The **Engineer** shall create the terrain Triangulated Irregular Network (TIN), if not provided by the **Owner**. This will be developed from a combination of field survey, aerial photogrammetry, and topographic mapping data in the development of a point table. With this point table, an event theme will be created in ArcView, which will create the terrain TIN with 3-D Analyst.

(c) The **Engineer** shall create 2-dimensional lines representing the channel centerline, high bank locations, flow path lines, and cross-section locations by locating the various and required poly lines over the terrain TIN develop the watershed layout over the base map

(d) The **Engineer** shall create the HEC-RAS GIS import file (ASCII text file); this will involve the correlation of the alignment of the cross-sections with the terrain TIN by extracting the elevations from the terrain TIN and creating a 3-dimensional cross-section theme.

(e) For verification of measured elevations, the **Engineer** shall edit the HEC-RAS GIS import file by selectively replacing the points taken from the terrain TIN at the channel with actual channel points obtained by the field survey.

(f) The **Engineer** will review and comment on the accuracy of the HEC-RAS modeling of the existing and proposed structures within Precinct No. 1 and No. 4 facilities authorized in work authorizations as outlined in Article 7 of the Agreement, and compare the hydraulic results to the effective FIS and existing 100-year flood levels.

(g) After the HEC-RAS model is satisfactory and the output deemed acceptable, the **Engineer** shall apply the GIS export function to create the HEC-RAS export file in preparation for the flood plain mapping.

(6) **Flood Plain Mapping**

(a) Utilizing the HEC-RAS GIS export file, and ArcView GIS StreamPro, the **Engineer** shall map the floodplain over the terrain TIN.

(b) The **Engineer** shall compare the results by placing the resulting floodplain mapping over the existing Flood Insurance Rate Map (FIRM): scan the FIRM and bring into ArcView an image for this comparison.

(7) **Alternate Solutions and Recommendations**

(a) The **Engineer** shall prepare preliminary cost estimates for each alternate solution and final recommendation.

(b) The **Engineer** shall summarize each alternate solution in sufficient detail to indicate clearly the

EXHIBIT "C"

Work Schedule

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

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

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

problems involved in order for the **Owner** to make the appropriate comparisons to the **Engineer**'s final recommendations and provide the approval for the final design of the **Project**.

(c) The **Engineer** shall provide a formal and clearly outlined recommendation regarding the final design of the **Project**.

(8) **Final Report**

The **Engineer** shall prepare five (5) bound, color copies of the final ***"Preliminary Engineering Report"***, including all attachments, exhibits, preliminary layouts, sketches, profiles, and cost estimates.

(B) Final Design. After the **Owner** has approved the **Engineer**'s final recommendations as shown in the ***"Preliminary Engineering Report"*** and the recommendations meet all Federal, State, and County regulations and requirements (including permitting), the **Engineer** will perform all required ***engineering*** activities to provide the **Owner** with a complete and approved set of plans, specifications, and estimate (PS&E) for each phase of construction of the **Project**. Specific ***engineering*** activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Right-of-Way Data (Special Services)**

The **Engineer** shall provide a right-of-way (ROW) map to the **Owner** that properly describes the ROW the **Owner** is to acquire. All procedures and tasks involved in the development of the ROW map will be in accordance with the **Owner**'s local operating procedures and the Texas Board of Professional Land Surveying Practices Act. Individual activities and/or requirements include:

(a) Abstracting – The **Engineer** shall perform a preliminary title search and determine ownership information.

(b) Surveying – The **Engineer** shall obtain the required survey data needed to establish existing and proposed right-of-way lines, channel centerline alignment, private property lines, county and/or city limits, and any topographic information not clearly indicated by the aerial photogrammetry.

(c) The **Engineer** shall prepare the ROW map.

(d) The **Engineer** shall prepare field note descriptions on 8-1/2 x 14" sheets, signed and sealed by a Registered Professional Land Surveyor, for each parcel of land to be acquired as shown on the ROW map.

(e) The **Engineer** shall prepare parcel plats for each parcel of land to be acquired as shown on the ROW map. All parcel plats will be prepared on 8-1/2" x 14" sheets and signed and sealed by a Registered Professional Land Surveyor.

(f) Any revisions required to the ROW map, and associated documents, shall be made by the **Engineer** promptly, and at no additional cost or expense to the **Owner**. The **Engineer** shall immediately furnish such revised right-of-way map, and associated documents, to the **Owner** at no additional cost or expense to the **Owner**.

(2) **Design Field Surveying (Special Services)**

The **Engineer** shall perform field surveys and provide field layouts and/or information necessary to collect information required in the final design of the **Project**. This may include, but not be limited to, additional channel sections for the determination of final earthwork, roadway cross sections and profiles for intersecting roadways, soil bore staking, and right-of-way staking.

(3) **Geotechnical Investigations (Special Services)**

The **Engineer** shall perform geotechnical investigations and testing for the purpose of foundation studies and design for any pavement, retaining walls, bridges, and/or miscellaneous structures that may be required for final

design.

(4) **Permitting**

The **Engineer** shall furnish the necessary ***engineering*** data required to apply for regulatory permits from local, State, or Federal authorities.

(5) **Channel/Drainage Design**

The **Engineer** shall perform channel / drainage design for the proposed improvements to existing channels and/or facilities, as well as the proposed channels of the **Project**. The design of drainage improvements shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of any associated roadways. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(6) **Roadway Design**

The **Engineer** shall perform roadway design for any intersecting roadway approaches to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these roadways shall conform to the **Project** design criteria, and when possible, the standard designs required by the **Owner** (City, County, or State) of the associated roadway. These designs shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(7) **Bridge Design**

(a) The **Engineer** shall perform bridge design required for any roadway crossings to the proposed improvements to the existing channels and/or proposed channels of the **Project**. The design of these bridges shall conform to the **Project** design criteria required by the **Owner** (City, County, or State), of the associated bridge structure and/or roadway, and the requirements set forth by the American Association of State Highway and Transportation Officials (AASHTO), "Standard Specifications for Highway Bridges". These designs shall
in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) Prior to performing structural detailing, the **Engineer** shall provide a bridge layout to the governing entity of the associated bridge structure and/or roadway for approval. Each bridge layout will include the required information set forth by the governing entity.

(8) **Plans, Specifications & Estimates (PS&E)**

(a) The **Engineer** shall prepare contract drawings, specifications and estimates for construction of the **Project** or portions of the **Project** as authorized by the **Owner**. These documents shall in all respects combine the application of sound ***engineering*** principles with a high degree of economy, and shall be submitted to the applicable City, County, State, and/or Federal agencies for approval.

(b) All final plan sheets shall be developed, by the **Engineer**, on 11" x 17" reproducible, 4 mil, double-matte, white, opaque film.

(c) Graphics files shall be developed by the **Engineer** in Microstation design file format, and must plot consistent with the reproducible plots submitted.

(d) **Plan Sheets.** Plan sheets developed by the **Engineer** shall include, but not be limited to, title sheet, typical sections, sequence of construction, traffic control (as applicable), specification data (including schedules for minimum sampling and testing), estimate and quantity, plan-profile, channel details, roadway details (as applicable), bridge and culvert details, hydraulic details, and standards. (Standards may be used

from governing entities, but must be signed and dated by the **Project Engineer** of responsible supervision as being applicable to the **Project**.)

(e) **Specifications.** Whenever possible, the **Engineer** shall use the Texas Department of Transportation's 1993 Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges. Other specifications may be developed by the **Engineer**, but must incorporate, to the extent possible, references to standard requirements of AASHTO design and AASHTO testing procedures.

(f) **Estimates.** The **Engineer** shall prepare detailed cost estimates and proposals of authorized construction, which shall include summaries of bid items and quantities based, insofar as practicable, on the unit price system of bidding. The **Engineer** shall not be required to guarantee the accuracy of those estimates.

(C) Construction Phase Services. The **Engineer** shall provide ***engineering*** services for each authorized construction contract of the **Project**. Specific ***engineering*** work activities, tasks, and/or special services to be provided by the **Engineer** will include:

(1) **Construction Bidding**

The **Engineer** shall prepare the documents for all necessary copies of approved plans, specifications, notices to bidders, and proposals.

Note: Services for assistance in advertising for each authorized construction contract for the **Project**, opening and tabulation of bids, recommendations to the **Owner** as to the proper action on all bid proposals received, and the preparation of formal contract documents for the award of each construction contract will be performed by the **Engineer**.

(2) **Project Site Representation**

(a) In general, the **Engineer** shall provide the ***engineering support and data*** required for consultation and advisement to the **Owner**, and to protect the **Owner** against defects and deficiencies in the work of the **Contractor**.

(b) **Daily and Weekly Reports.** The **Engineer** shall provide the ***engineering support and data*** required to monitor the **Contractor**'s progress with daily and weekly reports as outlined in the ***"Construction Management Policy & Procedures Manual"*** developed and more particularly identified under I – Engineering Management in this exhibit. This information will be utilized for the development of the ***monthly progress report*** to be provided to the **Owner** as identified under I – Engineering Management in this exhibit.

(c) **Contractor Payment.** The **Engineer** shall take measurements and calculate quantities, in accordance with the construction contract specifications, of those items of work accepted and conforming to the construction contract specifications, for the preparation of the monthly and final estimates for payment to the **Contractor** as identified and performed under I – Engineering Management in this Exhibit. *Note:* The **Engineer** is not responsible for actual payments to the **Contractor**.

(d) The **Engineer** will provide **Project** site representation of the authorized construction contract as follows:

(i) **Project Engineer.** The **Engineer** will provide visits by the ***Project Engineer*** or a competent representative of the **Engineer** to the site of construction at least three times each week for the purpose of monitoring the **Contractor**'s progress and conformance to the construction contract plans and specifications.

(ii) **Resident Engineer.** If authorized by the **Owner**, the **Engineer** will furnish the services of a ***Resident***

Engineer and/or construction representative(s) for continuous on-the-site representation.

(3) **Miscellaneous Technical Activities**

(a) **Construction Field Surveying.** The **Engineer** shall perform all field surveys and field layouts, including construction staking and right-of-way staking.

(b) **Shop Drawings.** The **Engineer** shall review and check all shop or working drawings furnished by the **Contractor**.

(c) **Control of Materials & Equipment.** The **Engineer** shall provide inspection of all materials and equipment furnished/used by the **Contractor** as follows:

(i) Review and record all laboratory, shop and mill tests of materials and equipment for compliance with the construction contract specifications.

(ii) Observe and/or perform **Project** record testing and/or independent assurance testing as outlined in the construction contract specifications.

(d) **Change Orders.** When applicable, the **Engineer** will prepare the ***engineering*** data, including plan sheet drawings, specifications, and estimates, for the preparation of construction contract change orders, which may be required due to actual field conditions encountered or new requirements directed by the **Owner**.

(4) **Final Acceptance**

(a) **Performance Testing.** Following the completion of construction by the **Contractor**, the **Engineer** shall provide the ***engineering*** support and data required for the initial operation of the **Project**. This will include inspection for conformance and recordkeeping for the necessary performance tests required by the construction contract specifications. The **Engineer** will provide this inspection with either the ***Project Engineer*** or ***Resident Engineer***, as directed by the **Owner**.

(b) **As-Built Drawings.** The **Engineer** shall develop as-built drawings to show the work as actually constructed.

Exhibt D

Engineer's Contract Rate Schedule

LABOR

JOB DESCRIPTION	CONTRACT RATE
Engineering	
Sr. Project Manager	$243.43
Project Manager	$174.65
Sr. Engineer	$167.20
Project Engineer	$148.76
Engineer	$128.75
Sr. Engineer Designer	$120.75
Engineering Designer	$112.06
CADD Operator	$91.04
Secretary	$74.38

DIRECT EXPENSES:***

Mileage	$ Current GSA Travel Rate/Mi.
Car Rental	$ At Cost
Lodging (in state)	$ Current GSA Per Diem Rate
Meals	$ Current GSA Per Diem Rate
Air Travel	at cost
Overnight Carrier cost	$40/letter
GPS Equipment	$500/day
Copies (8 ½ x 11)	$0.10/ea
Color Copies (8 ½ x 11)	$1.00/ea
Copies (11 x 17)	$0.20/ea
Color Copies (11 x 17)	$2.00/ea
Mylar (11 x 17) Plots	$3.50/ea
Color Mylar (11 x 17) Plots	$7.00/ea
Bond Plots	$1.00/sq. ft.
Color Bond Plots	$2.50/sq. ft.
Mylar Plots	$2.50/sq. ft.
Color Mylar Plots	$5.00/sq. ft.
Photo Quality Color Plots	$12.00/sq. ft.

*** These are the anticipated non-labor rates to be used to negotiate purchase orders for special or excluded services, and/or additional work; and may be re-negotiated on a yearly basis. Other non-labor rates may be determined at time of negotiation. At the rates authorized by Hidalgo County for County Official

EXHIBIT "E"

Work Authorization Form

WORK AUTHORIZATION NO.___

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Article 7 of the **Agreement** made by and between the **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI Infrastructure Group**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

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

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

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

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

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

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

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

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

EXHIBIT "F"

Supplemental Agreement Form

WORK AUTHORIZATION NO. __
SUPPLEMENTAL AGREEMENT NO. ___

THIS **SUPPLEMENTAL AGREEMENT** is made pursuant to the terms and conditions of Article 8 of the **Agreement** made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and **TEDSI INFRASTRUCTURE GROUP**, professional engineers of Mission, Texas, hereinafter called the "**Engineer**".

PART 1.Scope of Work. The purpose of this Work Authorization is to provide services as indicated below:

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

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

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

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

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

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

PART 6. Acceptance and Acknowledgement. This Work Authorization is hereby accepted and acknowledged as indicated below and effective as of _____ day of _____, 2010.

THE ENGINEER:
TEDSI INFRASTRUCTURE GROUP

BY: _____
Jessse Salinas, (Principal)

THE OWNER:
HIDALGO COUNTY

BY: _____
Oscar L. Garza, Jr., (County Commissioner)

LIST OF ATTACHMENTS

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

EXHIBIT "G"

Certificate of Insurance Form – Hidalgo County

Hidalgo County
CERTIFICATE OF INSURANCE

NOTE: Copies of the endorsements listed below are not required as attachments to this certificate.

The named Engineer, Consultant or Contractor shall not commence work until he/she has obtained the minimum insurance specified in Section II, below, and obtained the following endorsements: **Hidalgo County** as an **Additional Insured** for coverages 3 and 4, and a **Waiver of Subrogation** in favor of the **Hidalgo County** under coverages 2, 3 and 4. Only certificates of insurance published by **Hidalgo County** are acceptable as proof of insurance; commercial carriers' certificates are unacceptable.

SECTION 1 IDENTIFICATION DATA

1.1 Insured Name (of Engineer, Consultant or Contractor)

1.2 Street/Mailing Address

1.3 City	1.4 State	1.5 Zip

1.6 Phone Number

Area Code ( )

SECTION II TYPE OF INSURANCE

Type	Policy Number:	Effective Date:	Expiration Date:	Limits of Liability Not Less Than:
2. ***WORKERS' COMPENSATION***	2.1	2.2	2.3	Statutory Texas

Endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**

3. ***COMMERCIAL GENERAL LIABILITY***				
Bodily Injury/Property Damage	3.1	3.2	3.3	$1,000,000 combined single limit each occurrence and in the aggregate

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County.**

4. ***TEXAS BUSINESS AUTOMOBILE POLICY***				
A. Bodily Injury	4.1	4.2	4.3	$250,000 ea. Person $500,000 ea. Occurrence
B. Property Damage	4.4	4.5	4.6	$100,000 ea. Occurrence

Endorsed with **Hidalgo County** as an **Additional Insured** and endorsed with a **Waiver of Subrogation** in favor of **Hidalgo County**.

5. ***PROFESSIONAL LIABILITY***				
	5.1	5.2	5.3	$1,000,000 combined single limit each occurrence and in the aggregate

SECTION III CERTIFICATION

This Certificate of Insurance neither affirmatively or negatively amends, extends, or alters the coverage afforded by the above insurance policies issued by the insurance company named below.

Cancellation of the insurance policies shall not be made until THIRTY DAYS AFTER the undersigned agent or his/her company has sent written notices by certified mail to the Engineer, Consultant or Contractor and **Hidalgo County** .

THIS IS TO CERTIFY to **Hidalgo County** that the insurance policies above meet all the requirements stipulated above and such policies are in full force and effect.

6.1 Name of Insurance Company			7.1 Name of Authorized Agent		
6.2 Company Address			7.2 Agent's Address		
6.3 City	6.4 State	6.5 Zip	7.3 City	7.4 State	7.5 Zip
7.6 Authorized Agent's Phone No. Area Code ( )			Original Signature of Authorized Agent Date		

Hidalgo County

CERTIFICATE OF INSURANCE (Back of Form)

Hidalgo County
Certificate of Insurance Requirements

Only the Hidalgo County Certificate of Insurance (COI) forms are acceptable as proof of insurance.

The named insured on the COI and the name of the Engineer, Consultant, or Contractor, as it appears on the Agreement for Professional Services, must be the same.

The signature of the agent must be original in ink; stamped/typed/printed signatures are unacceptable.

WORKER'S COMPESATION

The following requirements apply to *WORKER'S COMPENSATION* coverage:

- If the Engineer, Consultant, or Contractor has *any* employees, in addition to himself/herself, then the Engineer, Consultant, or Contractor is required to have workers' compensation insurance.
- The word STATUTORY, under limits of liability, means that the benefits allowed under the Texas Workers' Compensation Law will be paid by the insurer.
- Relatives of the Engineer, Consultant or Contractor (spouse, sons, daughters) must be covered by workers' compensation insurance.

GROUP HEALTH insurance may not be substituted for *WORKERS' COMPENSATION* insurance.

COMMERCIAL GENERAL LIABILITY

COMMERCIAL GENERAL & PROFESSIONAL LIABILITY insurance is usually sold in only Combined Single Limit coverage. In the event the coverages are specified separately, they must be *at least* these amounts:

Bodily Injury	-	$750,000 each occurrence
Property Damage	-	$250,000 each occurrence $1,000,000 aggregate

Note: This coverage was previously known as Comprehensive General Liability insurance. Some older policies may still carry this identification. This is acceptable.

MANUFACTURERS' AND CONTRACTORS' LIABILITY insurance is not an acceptable substitute for COMMERCIAL GENERAL LIABILITY insurance.

TEXAS BUSINESS AUTOMOBILE POLICY

The coverage amount for a *TEXAS BUSINESS AUTOMOBILE POLICY* may be shown as a minimum of $1,000,000 Combined Single Limit for bodily injury and property damage by a typed or printed entry and deletion of the specific amounts listed for Bodily Injury and Property Damage.

BASIC AUTOMOBILE LIABILITY insurance is *not* an acceptable substitute for a TEXAS BUSINESS AUTOMOBILE POLICY or COMPREHENSIVE AUTOMOBILE LIABILITY insurance.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/10/2010

PRODUCER 713-463-4550 FAX 713-463-4590
Bell Insurance Group
4544 Post Oak Place, Suite 320
Houston, TX 77027

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 TEDSI Infrastructure Group, Inc.
10260 Westheimer
Suite 460
Houston, TX 77042

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: American Casualty Co.	20427
INSURER B: National Fire Ins. Co.	20478
INSURER C: Continental Casualty Co.	20443
INSURER D: Transportation Ins. Co.	20494
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: POLICY PRO-JECT LOC	1075066054	09/11/2009	09/11/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X 500 Comp Ded X 500 Collision Ded	2097261054	09/11/2009	09/11/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	2090503299	09/11/2009	09/11/2010	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
D		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC268980107	09/11/2009	09/11/2010	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C		OTHER Professional Liability	AEH113771047	09/11/2009	09/11/2010	Each claim $2,000,000 Aggregate $2,000,000	

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

County of Hidalgo is named as additional insured with respects to general liability and automobile policies, but only the specific risk and liabiities assumed under written contract with the named insured and subject to policy conditions. A blanket Additional Insured endorsement is attached to the automobile liability and general liability policies.

CERTIFICATE HOLDER

Hidalgo County
New Administration Building
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 MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
Byron Johnson/NICOLE

©ACORD CORPORATION 1988

IMPORTANT

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

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

DISCLAIMER

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

AI-25705 **20.A.5.**

Bid award/New and Used Guard Rail Beam Materials & Misc. Equip Including Installation & Upgrade

CC REGULAR

Date:	03/21/2011
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 sole bidder meeting all specifications/requirements attached hereto for Hidalgo county (All Funding Sources)-"New and Used Guard Rail Beam Materials and Other Related Misc. Equipment Including Installation and Upgrade" RFB No.: 2011-013-01-26-ERT.

BACKGROUND

1. New contract to commence on May 11, 2011.
2. Recommended vendor is Guerra Construction Company
3. Contract Document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

Purchases are on an as needed basis. See exp report for possible funding sources and availibility of funds.

Attachments

Link: Award Packet

Link: comparison sheet

Link: exp report

Link: contract- revised 03-17-11

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 09:54 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 09:58 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/17/2011 08:34 AM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:06 PM	APRV
5	Dina Trevino	Erika Zamora	03/17/2011 12:19 PM	APRV
6	Rosalinda Cantu	Rosie Cantu	03/17/2011 01:40 PM	APRV

Form Started By: Sandy Suarez

Started On: 03/10/2011 09:21 AM

Final Approval Date: 03/17/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 23, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-013-01-26-ERT-Hidalgo County- "New and Used Guard Rail Beam Materials and Other Related Misc. Equipment Including Installation and Upgrade"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, February 28, 2011 @:200 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Recommend Award To Sole Bidder Meeting Specs.
BUDGET ACCOUNT #: 1-1200-431-00-121-005-0-433

Authorized Signature	Printed Name	Department	Date
[signature]	Noe Hinojosa	Pct. 1	2-22-11

Enclosures

Pg 1 of 4

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 23, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD CONCURRENCE REQUEST**
Bid No. 2011-013-01-26-ERT-Hidalgo County- "New and Used Guard Rail Beam Materials and Other Related Misc. Equipment Including Installation and Upgrade"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, February 28, 2011 @:200 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
BUDGET ACCOUNT #: 1-1200-431.00-122-006-0-673 or depends on Project.

Authorized Signature	Printed Name	Department	Date
Ricardo Cuellar	Ricardo Cuellar	P&B	3-1-11

Enclosures

03/03 Per voice

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 23, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-013-01-26-ERT-Hidalgo County- "New and Used Guard Rail Beam Materials and Other Related Misc. Equipment Including Installation and Upgrade"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, February 28, 2011 @ :200 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
BUDGET ACCOUNT #: 1-1200-451-60-123-005-0-739 awaiting other funds available

Joe. m. Flores | Pct #3 | 3/1/11

Authorized Signature | Printed Name | Department | Date

Enclosures

Pct 3 received 3/3

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 23, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: **BID AWARD CONCURRENCE REQUEST**
Bid No. 2011-013-01-26-ERT-Hidalgo County- "New and Used Guard Rail Beam Materials and Other Related Misc. Equipment Including Installation and Upgrade"

Attached you will find a copy of one (1) bid response received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the sole bidder meeting all specifications/requirements and return to the Purchasing Dept. via fax to (956)-318-2629 or (956)792-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than Monday, February 28, 2011 @:200 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Sole bidder

BUDGET ACCOUNT #: 1-1200-431-00-124-007-0-679

Gloria A Beltran	Gloria A. Beltran	Pct 4	2/23/11
Authorized Signature	Printed Name	Department	Date

Enclosures

Pct 4
21

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 23, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "New & Used Guard Rail Beams and Other Related Equipment and Including Installation and Upgrade"

BID NO: 2011-013-01-26-ERT | **BUYER: SANDY SUAREZ**

	NAME OF COMPANY SOLE BIDDER	ITEM DESCRIPTION	UNIT BID PRICE
#1	Guerra Construction Co.	New Guard Rail LF	$ 18.50
		New Guard Rail (curved) LF	$ 20.00
		Installation/labor LF	INCLUDED IN PRICE
		Used Guard Rail LF	$ 15.00
		Used Guard Rail (curved) LF	$ 17.00
		Installation/labor LF	INCLUDED IN PRICE
		Upgrade of Guard Rail to 21" (labor only) LF	$ 10.00
		New SGT System ET-2000 Plus each	$ 2,500.00
		Repair of existing SGT Sys. ET-2000 Plus each	$ 750.00
		Installation/labor each	INCLUDED IN PRICE

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: January 26, 2011 BID OPENING TIME: 9:30 A.M.

DEPARTMENT/BID DESCRIPTION:"HIDALGO COUNTY- NEW & USED GUARD RAIL BEAM MATERIALS AND OTHER RELATED EQUIPMENT INCUDING INSTALLATION AND UPGRADE"

BID NO.: 2011-013-01-26-ERT

NAME OF VENDOR: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Ricardo Guerra		ERT	1-18-11	968-6773 Rguerra23@yahoo.com
2.Triple R Welding Attn: Chris		ERT	1-18-11	279-3203 Triplerwelding@yahoo.com
3. Jim Eckroat		ERT	1-18-11	jim@mconst.com
4. Reed Construction Data		ERT	1-18-11	Juanita.davis@reedbusiness.com
5.DBA CONSTRUCTION Attn: priscilda		ERT	1-18-11	602-442-6767 Bguerrero@dbaconstruction.net timginter@dbaconstruction.net
6. Prime Vendor Inc Attn: Carysa Morse		ERT	1-18-11	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 Fax: 800 746-8307 work17@prime-vendor.com bids17@prime-vendor.com
7.Construction Data Company > *Building Opportunities* **Danielle Hartman** Editorial				Phone 512.634.5968 | Fax 800.487.7878 cdcnews.com | 42021 W. Parmer Lane | Suite A200 | Austin TX | 78727

HIDALGO COUNTY PURCHASING DEPARTMENT
COMPARISON BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 23, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "New & Used Guard Rail Beams and Other Related Equipment and Including Installation and Upgrade"

BID NO: 2011-013-01-26-ERT | **BUYER: SANDY SUAREZ**

ITEM DESCRIPTION	Current Bid Holder	New Bidder	Difference
	Guerra Construction	Guerra Construction	
New Guard Rail LF	$ 18.50	$ 18.50	NONE
New Guard Rail (curved) LF	$ 20.00	$ 20.00	NONE
Installation/labor LF		Included in price	
Used Guard Rail LF	$ 15.00	$ 15.00	NONE
Used Guard Rail (curved) LF	$ 17.00	$ 17.00	NONE
Installation/labor LF	N/A	Included in price	N/A
Upgrade of Guard Rail to 21" (labor only) LF	N/A	$ 10.00	N/A
New SGT System ET-2000 Plus each	N/A	$ 2,500.00	N/A
Repair of existing SGT Sys. ET-2000 Plus ea.	N/A	$ 750.00	N/A
Installation/labor each	N/A	Included in price	N/A

Hidalgo County

Expenditure Summary Report

Standard Report Format

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-432-00-121-001-0-679	PCT1 SANITATION-OTHER R&M SUPPLIES	7,000.00	346.85	1,141.25	1,141.25	5,511.90	21.26
1-1100-432-00-121-001-0-739	PCT1 SANITATION-OTHER STRUCTURES	1,500.00	1,326.28	.00	.00	173.72	88.42
1-1100-432-00-122-001-0-739	PCT2 SANITATION-OTHER STRUCTURES	1,000.00	194.75	.00	.00	805.25	19.48
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	33,370.25	.00	.00	.00	100.00
1-1100-432-00-123-001-0-679	PCT3 SANITATION-OTHER R&M SUPPLIES	6,700.00	281.61	1,105.49	1,105.49	5,312.90	20.70
1-1100-432-00-123-001-0-739	PCT3 SANITATION-OTHER STRUCTURES	3,500.00	77.00	.00	.00	3,423.00	2.20
1-1100-452-00-121-013-0-679	PCT1 PARKS-OTHER R&M SUPPLIES	12,000.00	7,550.55	1,564.00	1,564.00	2,885.45	75.95
1-1100-452-00-121-013-0-739	PCT1 PARKS-OTHER STRUCTURES	12,000.00	.00	1,498.32	1,498.32	10,501.68	12.49
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	.00	.00	.00	29,769.58	.00
1-1100-452-00-122-008-0-679	PCT2 PARKS-OTHER R&M SUPPLIES	10,000.00	621.20	275.25	275.25	9,103.55	8.96
1-1100-452-00-122-008-0-739	PCT2 PARKS-OTHER STRUCTURES	105,000.00	33,757.00	.00	.00	71,243.00	32.15
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
1-1100-452-00-123-008-0-679	PCT3 PARKS-OTHER R&M SUPPLIES	6,050.00	1,112.43	1,506.84	1,506.84	3,430.73	43.29
1-1100-452-00-123-008-0-739	PCT3 PARKS-OTHER STRUCTURES	9,245.14	.00	.00	.00	9,245.14	.00
1-1100-452-00-124-009-0-739	PCT4 PARKS-OTHER STRUCTURES	10,000.00	.00	200.00	200.00	9,800.00	2.00
1-1100-466-00-121-050-0-679	PCT1 CRC-OTHER R&M SUPPLIES	250.00	.00	.00	.00	250.00	.00
1-1100-466-00-122-018-0-679	PCT2 CRC-OTHER R&M SUPPLIES	285.00	.00	.00	.00	285.00	.00
1-1100-466-00-122-082-0-679	PCT2 CRC (S.TOWER)-OTHER R&M SUPPLIES	285.00	17.50	38.85	38.85	228.65	19.77
1-1200-431-00-121-004-0-679	PCT1 RD ADM-OTHER R&M SUPPLIES	2,428.48	140.23	43.15	43.15	2,245.10	7.55
1-1200-431-00-121-005-0-433	PCT1 P/U RD-R&B R&M SERVICE	26,000.00	4,850.00	3,000.00	3,000.00	18,150.00	30.19
1-1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	284,775.12	109,875.71	23,291.58	23,291.58	151,607.83	46.76
1-1200-431-00-121-005-0-679	PCT1 P/U RD-OTHER R&M SUPPLIES	30,052.30	2,319.97	6,461.15	6,461.15	21,271.18	29.22
1-1200-431-00-121-005-0-739	PCT1 P/U RD-OTHER STRUCTURES	2,527.66	841.78	.00	.00	1,685.88	33.30
1-1200-431-00-122-004-0-679	CO SHOP-OTHER R&M SUPPLIES	4,000.00	621.82	526.00	526.00	2,852.18	28.70
1-1200-431-00-122-005-0-679	PCT2 RD ADM-OTHER R&M SUPPLIES	300.00	.00	149.56	149.56	150.44	49.85
1-1200-431-00-122-006-0-433	PCT2 P/U RD-R&B R&M SERVICE	1,000.00	.00	.00	.00	1,000.00	.00
1-1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	104,068.75	71,075.71	2,993.04	2,993.04	30,000.00	71.17
1-1200-431-00-122-006-0-679	PCT2 P/U RD-OTHER R&M SUPPLIES	20,000.00	1,242.79	2,070.59	2,070.59	16,686.62	16.57
1-1200-431-00-123-005-0-433	PCT3 P/U RD-R&B R&M SERVICE	5,000.00	.00	.00	.00	5,000.00	.00
1-1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	108,840.97	59,310.76	3,167.77	3,167.77	46,362.44	57.40
1-1200-431-00-123-005-0-679	PCT3 P/U RD-OTHER R&M SUPPLIES	20,262.31	6,915.66	5,783.06	5,783.06	7,563.59	62.67
1-1200-431-00-123-005-0-739	PCT3 P/U RD-OTHER STRUCTURES	1,140.25	.00	.00	.00	1,140.25	.00
1-1200-431-00-124-007-0-433	PCT4 P/U RD-R&B R&M SERVICE	40,000.00	.00	13,463.20	13,463.20	26,536.80	33.66
1-1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	165,000.00	25,994.95	10,528.67	10,528.67	128,476.38	22.14

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1200-431-00-124-007-0-679	PCT4 P/U RD-OTHER R&M SUPPLIES	25,822.77	6,521.30	10,980.19	10,980.19	8,321.28	67.78
1-1200-431-00-124-007-0-739	PCT4 P/U RD-OTHER STRUCTURES	8,000.00	3,193.61	749.44	749.44	4,056.95	49.29
1-1280-431-00-121-950-0-433	PCT1-37-0586-CR MILE ½ E-R&B R&M SERVICE	35.08	.00	.00	.00	35.08	.00
1-1280-431-00-121-951-0-433	PCT1-37-0590-CR MILE 15½ E-R&B R&M SERVI	49.07	.00	.00	.00	49.07	.00
1-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
1-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	.00	.00	.00	6,000.07	.00
1-1280-431-00-121-953-0-433	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SE	64.97	.00	.00	.00	64.97	.00
1-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
1-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
1-1280-431-00-121-955-0-433	PCT1-39-0601-CR MILE 7 RD-R&B R&M SERVIC	57.62	.00	.00	.00	57.62	.00
1-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
1-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
1-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
1-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
1-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
1-1280-431-00-121-960-0-433	PCT1-48-0610-CR MILE 1½ E-R&B R&M SERVIC	41.45	.00	.00	.00	41.45	.00
1-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
1-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
1-1280-431-00-121-963-0-433	PCT1-49-0709-CR MILE 20 RD-R&B R&M SERVI	53.09	.00	.00	.00	53.09	.00
1-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
1-1280-431-00-121-965-0-433	PCT1-53-0659-MARRO RD-R&B R&M SERVICES	500.00	.00	.00	.00	500.00	.00
1-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
1-1280-431-00-121-966-0-433	PCT1-53-0660-VALDEZ RD-R&B R&M SERVICES	50.22	.00	.00	.00	50.22	.00
1-1280-431-00-121-967-0-433	PCT1-55-0713-CR MILE 1 E-R&B R&M SERVICE	512.48	.00	.00	.00	512.48	.00
1-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
1-1280-431-00-121-968-0-433	PCT1-56-0696-ENGLEMAN RD-R&B R&M SERVICE	47.09	.00	.00	.00	47.09	.00
1-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
1-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
1-1280-431-00-122-950-0-433	PCT2-37-0581-OWASSA RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
1-1280-431-00-122-951-0-433	PCT2-37-0584-EL JAY DR-R&B R&M SERVICES	1,349.35	.00	.00	.00	1,349.35	.00
1-1280-431-00-122-952-0-433	PCT2-37-0584-GEARHART DR-R&B R&M SERVICE	749.73	.00	.00	.00	749.73	.00
1-1280-431-00-122-953-0-433	PCT2-37-0584-MOONLIGHT AVE-R&B R&M SERVI	1,123.76	.00	.00	.00	1,123.76	.00
1-1280-431-00-122-954-0-433	PCT2-37-0584-OAK AVE-R&B R&M SERVICES	900.27	.00	.00	.00	900.27	.00
1-1280-431-00-122-955-0-433	PCT2-37-0589-RIDGE RD-R&B R&M SERVICES	19,600.25	.00	.00	.00	19,600.25	.00
1-1280-431-00-122-956-0-433	PCT2-37-0591-AMANDA CT-R&B R&M SERVICES	1,572.35	.00	.00	.00	1,572.35	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-122-957-0-433	PCT2-37-0591-JON DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
1-1280-431-00-122-958-0-433	PCT2-37-0591-ALTA VISTA-R&B R&M SERVICES	748.52	.00	.00	.00	748.52	.00
1-1280-431-00-122-959-0-433	PCT2-37-0591-LEE DR-R&B R&M SERVICES	1,497.44	.00	.00	.00	1,497.44	.00
1-1280-431-00-122-960-0-433	PCT2-37-0605-EARLING RD-R&B R&M SERVICES	13,657.35	.00	.00	.00	13,657.35	.00
1-1280-431-00-122-961-0-433	PCT2-38-0598-VALLEY BLVD-R&B R&M SERVICE	6,045.33	.00	.00	.00	6,045.33	.00
1-1280-431-00-122-962-0-433	PCT2-40-0614-S TOWER RD-R&B R&M SERVICES	18,332.85	.00	.00	.00	18,332.85	.00
1-1280-431-00-122-963-0-433	PCT2-40-0715-ELDORA RD-R&B R&M SERVICES	9,012.65	.00	.00	.00	9,012.65	.00
1-1280-431-00-122-964-0-433	PCT2-48-0611-MOORE RD-R&B R&M SERVICES	8,288.89	.00	.00	.00	8,288.89	.00
1-1280-431-00-122-965-0-433	PCT2-48-0644-RIO GRANDE ST-R&B R&M SERVI	900.51	.00	.00	.00	900.51	.00
1-1280-431-00-122-966-0-433	PCT2-48-0644-NUECES ST-R&B R&M SERVICES	373.72	.00	.00	.00	373.72	.00
1-1280-431-00-122-967-0-433	PCT2-48-0644-SAN DIEGO ST-R&B R&M SERVIC	449.20	.00	.00	.00	449.20	.00
1-1280-431-00-122-968-0-433	PCT2-48-0644-SANTA BARBARA DR-R&B R&M SE	1,500.29	.00	.00	.00	1,500.29	.00
1-1280-431-00-122-969-0-433	PCT2-48-0644-SANTA CRUZ DR-R&B R&M SERVI	749.95	.00	.00	.00	749.95	.00
1-1280-431-00-122-970-0-433	PCT2-49-0661-RANCHO BLANCO RD-R&B R&M SE	5,473.25	.00	.00	.00	5,473.25	.00
1-1280-431-00-122-971-0-433	PCT2-49-0662-EL GATO RD-R&B R&M SERVICES	34,914.29	.00	.00	.00	34,914.29	.00
1-1280-431-00-122-972-0-433	PCT2-49-0712-N TOWER RD-R&B R&M SERVICES	15,204.93	.00	.00	.00	15,204.93	.00
1-1280-431-00-122-973-0-433	PCT2-49-0714-BORDER RD-R&B R&M SERVICES	17,349.04	.00	.00	.00	17,349.04	.00
1-1280-431-00-122-974-0-433	PCT2-51-0613-SIOUX RD-R&B R&M SERVICES	10,733.93	.00	.00	.00	10,733.93	.00
1-1280-431-00-122-975-0-433	PCT2-51-0616-CESAR CHAVEZ RD-R&B R&M SEV	23,507.29	.00	.00	.00	23,507.29	.00
1-1280-431-00-122-976-0-433	PCT2-56-0719-MINNESOTA RD-R&B R&M SERVIC	27,801.05	.00	.00	.00	27,801.05	.00
1-1280-431-00-122-977-0-433	PCT2-63-0786-NEBRASKA AVE-R&B R&M SERVIC	10,085.19	.00	.00	.00	10,085.19	.00
1-1280-431-00-123-950-0-433	PCT3-37-0582-TOM GILE RD-R&B R&M SERVICE	25,623.89	.00	.00	.00	25,623.89	.00
1-1280-431-00-123-951-0-433	PCT3-37-0583-SEVEN MILE RD-R&B R&M SERVI	29,262.41	.00	.00	.00	29,262.41	.00
1-1280-431-00-123-952-0-433	PCT3-37-0587-MINNESOTA-R&B R&M SERVICES	6,105.05	.00	.00	.00	6,105.05	.00
1-1280-431-00-123-953-0-433	PCT3-37-0592-PALM DR-R&B R&M SERVICES	3,848.67	.00	.00	.00	3,848.67	.00
1-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	13,679.33	5,500.00	.00	.00	8,179.33	40.21
1-1280-431-00-123-955-0-433	PCT3-37-0594-PUERTO RICO RD-R&B R&M SERV	3,659.81	.00	.00	.00	3,659.81	.00
1-1280-431-00-123-956-0-433	PCT3-37-0597-JUAJOLOTE RD-R&B R&M SERVIC	2,175.91	.00	.00	.00	2,175.91	.00
1-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	15,076.61	14,000.00	.00	.00	1,076.61	92.86
1-1280-431-00-123-958-0-433	PCT3-38-0595-WESTERN AVE-R&B R&M SERVICE	10,658.99	.00	.00	.00	10,658.99	.00
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	8,361.43	2,370.00	.00	.00	5,991.43	28.34
1-1280-431-00-123-960-0-433	PCT3-38-0604-COWBOYS RD-R&B R&M SERVICES	2,870.29	.00	.00	.00	2,870.29	.00
1-1280-431-00-123-961-0-433	PCT3-39-0625-TEN MILE RD-R&B R&M SERVICE	4,763.15	.00	.00	.00	4,763.15	.00
1-1280-431-00-123-962-0-433	PCT3-39-0639-"L" RD-R&B R&M SERVICES	1,545.43	.00	.00	.00	1,545.43	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	9,812.67	5,690.00	.00	.00	4,122.67	57.99
1-1280-431-00-123-964-0-433	PCT3-40-0637-KAIMAN RD-R&B R&M SERVICES	2,157.45	.00	.00	.00	2,157.45	.00
1-1280-431-00-123-965-0-433	PCT3-40-0716-PARIS STREET-R&B R&M SERVIC	14,185.36	.00	.00	.00	14,185.36	.00
1-1280-431-00-123-966-0-433	PCT3-43-0636-DREAMER RD-R&B R&M SERVICES	3,327.53	.00	.00	.00	3,327.53	.00
1-1280-431-00-123-967-0-433	PCT3-43-0638-KUTZUR RD-R&B R&M SERVICES	2,914.31	.00	.00	.00	2,914.31	.00
1-1280-431-00-123-968-0-433	PCT3-47-0573-TROSPER RD-R&B R&M SERVICES	4,535.95	.00	.00	.00	4,535.95	.00
1-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	6,451.53	5,100.00	.00	.00	1,351.53	79.05
1-1280-431-00-123-970-0-433	PCT3-48-0640-HILDA ST-R&B R&M SERVICES	14,185.36	.00	.00	.00	14,185.36	.00
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	3,987.83	3,160.00	.00	.00	827.83	79.24
1-1280-431-00-123-972-0-433	PCT3-51-0575-INSPIRATION RD-R&B R&M SERV	6,972.67	.00	.00	.00	6,972.67	.00
1-1280-431-00-123-973-0-433	PCT3-51-0577-TWELVE MILE RD-R&B R&M SERV	7,919.81	.00	.00	.00	7,919.81	.00
1-1280-431-00-123-974-0-433	PCT3-51-0578-TEXAN AVE-R&B R&M SERVICES	11,075.05	.00	.00	.00	11,075.05	.00
1-1280-431-00-123-975-0-433	PCT3-51-0579-IOWA AVE-R&B R&M SERVICES	13,915.05	.00	.00	.00	13,915.05	.00
1-1280-431-00-123-976-0-433	PCT3-51-0606-ELEVEN MILE RD-R&B R&M SERV	7,603.15	.00	.00	.00	7,603.15	.00
1-1280-431-00-123-977-0-433	PCT3-51-0607-SIXTEEN MILE RD-R&B R&M SER	3,317.59	.00	.00	.00	3,317.59	.00
1-1280-431-00-123-978-0-433	PCT3-52-0609-NINE MILE RD-R&B R&M SERVIC	5,653.49	.00	.00	.00	5,653.49	.00
1-1280-431-00-123-979-0-433	PCT3-52-0620-TWO MILE RD-R&B R&M SERVICE	6,624.77	.00	.00	.00	6,624.77	.00
1-1280-431-00-123-980-0-433	PCT3-53-0623-THIRTEEN MILE RD-R&B R&M SE	3,343.15	.00	.00	.00	3,343.15	.00
1-1280-431-00-123-981-0-433	PCT3-53-0624-EIGHT MILE RD-R&B R&M SERVI	3,185.53	.00	.00	.00	3,185.53	.00
1-1280-431-00-123-982-0-433	PCT3-53-0633-FOURTEEN MILE RD-R&B R&M SE	9,825.45	.00	.00	.00	9,825.45	.00
1-1280-431-00-124-950-0-433	PCT4-39-0666-SUNNY LN-R&B R&M SERVICES	1,258.95	.00	.00	.00	1,258.95	.00
1-1280-431-00-124-953-0-433	PCT4-49-0668-ANSLEY DR-R&B R&M SERVICES	22,392.44	.00	.00	.00	22,392.44	.00
1-1280-431-00-124-954-0-433	PCT4-49-0670-GRACE LN-R&B R&M SERVICES	24,066.21	.00	.00	.00	24,066.21	.00
1-1280-431-00-124-955-0-433	PCT4-49-0681-SABANITO RD-R&B R&M SERVICE	4,327.24	.00	.00	.00	4,327.24	.00
1-1280-431-00-124-956-0-433	PCT4-49-0683-BEAUMONT AVE-R&B R&M SERVIC	10,254.33	.00	.00	.00	10,254.33	.00
1-1280-431-00-124-957-0-433	PCT4-49-0707-BUCK ST-R&B R&M SERVICES	676.32	.00	.00	.00	676.32	.00
1-1280-431-00-124-958-0-433	PCT4-50-0726-SABANITO DR-R&B R&M SERVICE	34,028.93	.00	.00	.00	34,028.93	.00
1-1280-431-00-124-960-0-433	PCT4-50-0750-HARMONY LN-R&B R&M SERVICES	12,314.00	.00	.00	.00	12,314.00	.00
1-1280-431-00-124-962-0-433	PCT4-53-0675-SAN MARCOS ST-R&B R&M SERVI	5,002.12	.00	.00	.00	5,002.12	.00
1-1280-431-00-124-963-0-433	PCT4-53-0677-LEIGH ANN DR-R&B R&M SERVIC	13,253.49	.00	.00	.00	13,253.49	.00
1-1280-431-00-124-964-0-433	PCT4-53-0682-FRANCHESCA AVE-R&B R&M SERV	4,002.18	.00	.00	.00	4,002.18	.00
1-1280-431-00-124-965-0-433	PCT4-53-0695-KENYON-R&B R&M SERVICES	5,155.70	.00	.00	.00	5,155.70	.00
1-1280-431-00-124-966-0-433	PCT4-53-0744-ANGIE LN-R&B R&M SERVICES	20,299.43	.00	.00	.00	20,299.43	.00
1-1280-431-00-124-967-0-433	PCT4-53-0745-FILEGONA RD-R&B R&M SERVICE	.10	.00	.00	.00	.10	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-124-969-0-433	PCT4-55-0697-HOLLIS RD-R&B R&M SERVICES	15,415.64	.00	.00	.00	15,415.64	.00
1-1280-431-00-124-972-0-433	PCT4-57-0751-TILMAN ST-R&B R&M SERVICES	3,460.84	.00	.00	.00	3,460.84	.00
1-1280-431-00-124-973-0-433	PCT4-57-0782-SHARP RD-R&B R&M SERVICES	9,977.89	.00	.00	.00	9,977.89	.00
1-1280-431-00-124-975-0-433	PCT4-57-0788-MILE 14½ RD-R&B R&M SERVICE	7,988.19	.00	.00	.00	7,988.19	.00
1-1280-431-00-124-978-0-433	PCT4-63-0780-BRUSHLINE RD-R&B R&M SERVIC	1.40	.00	.00	.00	1.40	.00
1-1280-431-00-124-979-0-433	PCT4-63-0785-ROMAN CIRCLE-R&B R&M SERVIC	19,428.72	.00	.00	.00	19,428.72	.00
1-1287-431-00-121-084-3-739	EECBG-OTHER STRUCTURES	822,375.00	.00	.00	.00	822,375.00	.00
1-1287-431-00-123-088-3-739	EECBG-OTHER STRUCTURES	224,745.00	.00	.00	.00	224,745.00	.00
1-1287-452-00-123-086-3-739	EECBG-OTHER STRUCTURES	512,769.00	353,442.46	55,161.54	55,161.54	104,165.00	79.69
1-1334-415-15-122-042-0-739	CO,2004-PCT2-TAX OFFICE-OTHER STRUCTURES	63,070.50	18,960.25	.00	.00	44,110.25	30.06
1-1334-431-00-122-021-0-739	CO,2004-PCT2-OTHER STRUCTURES	56,110.50	18,960.25	.00	.00	37,150.25	33.79
1-1334-441-00-122-041-0-739	CO,2004-PCT2-WIC/HHS-OTHER STRUCTURES	63,070.50	18,960.25	.00	.00	44,110.25	30.06
1-1336-412-00-122-043-0-739	CO,2006-PCT2-JP/CONSTABLES-OTHER STRUCTU	63,071.50	18,960.25	.00	.00	44,111.25	30.06
1-1336-419-00-121-021-0-739	CO,2006-PCT1-OTHER STRUCTURES	6,578.36	6,578.36	.00	.00	.00	100.00
1-1342-431-00-124-074-0-739	CO2010A&B-PCT4 FAYSVILLE PUMP-OTHER STRU	10,000.00	.00	.00	.00	10,000.00	.00

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-013-03-21

THIS CONTRACT is made and entered into this **21st** day of **March, 2011** by and between the County of Hidalgo, Texas ("County"), and **Ricardo Guerra d/b/a Guerra Construction Co.** ("Sole Proprietor").

WHEREAS, Company responded to request for bids for "**New & Used Guard Rail Beam Materials & Other Related Equipment and Including Installation and Upgrade**" (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Specifications") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **May 11, 2011** and ending **May 10, 2012** and may be extended at the sole discretion of County for an additional one (1) year period at the same rates, terms and conditions, 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

1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company **Ricardo Guerra d/b/a**
Guerra Construction Co.
6700 North Mile 3½ West Road
Weslaco, Texas 78596

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **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 ninety (90) 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).

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on:

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

RFP PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

January 12, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY**
Request for Bids –"**NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION**"
Bid No: 2011-013-01-26-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST

HIDALGO COUNTY "NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
Bid No: 2011-013-01-26-ERT

1. Request for Bid Letter, consisting of 1 page
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit "A" Specifications consisting of 5 pages.
4. Non-Collusion Affidavit of Prime Bidder, consisting of 1 page.
5. Exhibit "B" Bid Page consisting of 1 page.
6. Exhibit "C" Insurance Requirements consisting of 4 pages.
7. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.
8. Vendor/Bidder Application, consisting of 2 pages
9. W-9 form, consisting of 4 pages.
10. Draft Service Contract consisting of 12 pages.
11. Prevailing Wage Legal Requirements, consisting of 2 pages.
12. Certification Regarding Debarment 1 pages.
13. Bid Specifications (Tx. DOT-Standard Sheets & Design Details), consisting of 11 pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

JANUARY 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-013	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY

"NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION"

BID OPENING DATE:

JANUARY 26, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

LEGAL NOTICE BID NO: 2011-013-01-26-ERT

1. Sealed bids will be received for HIDALGO COUNTY – "NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION" 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-2011-013-01-26-ERT HIDALGO COUNTY - "NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION" and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 26, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-013-01-26-ERT RFB-HIDALGO COUNTY – "NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize

himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

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 - "NEW AND USED GUARD RAIL BEAM MATERIALS AND INSTALLATION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 26, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the

contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The

disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in

any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

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

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

EXHIBIT "A"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"
(Including all funding sources, Programs and Entities)
BID NO.: 2011-013-01-26-ERT
SPECIFICATIONS

Specifications, Requirements:

1. The county of Hidalgo reserves the right to partially award the contract in order to meet the budget.

2. Bid award will be based on the lowest bidder(s) per line item meeting all requirements and specifications.

3. It shall be the Contractor's responsibility to locate underground utilities, whether shown or not shown on the drawings, sufficiently in advance of operations to preclude damage to same.

4. Water, sewer, or other utility services shall not be interrupted. Any damages to existing utilities will be Contractor's responsibility.

5. In the event of damage to underground facilities, whether shown or not shown in the drawings, the Contractor shall make the necessary repairs to place the facilities back in service and not increase in the Contractor's price and all such repairs conform to the requirements of the company or agency servicing the facility.

6. The Contractor shall exercise extra care to prevent damage to all other structures in the area including buildings, fence, roads, pipelines, utilities, etc., whether publicly or privately owned.

7. Until Acceptance by Hidalgo County of any part or all of the Construction, as provided for in the plans and these specifications, it shall be under charge and care of the contractor, and he shall take every necessary precaution against injury or damage to any part of the work. The Contractor shall rebuild, repair, restore or make good, at his own expense, all injuries or damage to any portion of the work before its completion and acceptance.

8. In case the Contractor deems extra compensation is due him for proposed work not covered in the contract, the Contractor shall notify Hidalgo County in writing of his claim for such extra compensation before he begins the work. Failure on the part of the Contractor to give such notification shall constitute a waiver of claim for such extra compensation. The

Contractor shall not proceed until a written Change Order is approved by Hidalgo County and Contractor.

9. Prospective bidders shall make a careful examination of the project sites.

10. Contractors shall review his overall method and schedule of construction with the County prior to construction for proper coordination of inspection.

11. The Contractor shall at all times provide access to existing homes.

12. No open trenches or excavation shall be left open overnight.

13. The contractor will provide all labor and materials for the sub grade preparation and for preparation of the caliche base. The Precincts will be responsible for placement of Prime Coat and Hot Mix Asphaltic Concrete or the prepared caliche base. The Contractor shall coordinate this work with the designated precinct's foreman.

14. Hidalgo County reserves the right to add/delete items as it deems to be in the best interest of the County.

15. Items may be substituted by vendors but, must be **equal or better** and must be approved by Hidalgo County if quoted item is out of stock.

16. This project is throughout Hidalgo County on an "as needed basis".

17. Vendor shall have been in business (in this field) for a minimum of ten (10) years.

18. Installation of SGT systems.

19. Repair of SGT systems.

20. Up-grade of guard rail and each upgrade will be charged by the linear foot.

TERMS AND CONDITIONS:

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under 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 due to any unforeseen delay in the procurement process.

3. 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.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

6. 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 on to HIDALGO COUNTY.

7. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(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.

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 reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

10. Hidalgo County may utilize **State Awarded Contracts** when it is in the County best interest to do so.

11. The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a thirty (30) day written notice prior to any cancellation.

12. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

Market Volatility and Unit Price Adjustment:

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 to 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 is 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 then (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, January 19, 2011 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than January 21, 2011 at 5:00 p.m.

EXHIBIT "B"

HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS & INSTALLATION"

(Including all funding sources, programs, and entities)

BID NO: 2011-013-01-26-ERT

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.
***NOTE: THE BID PRICE SHOULD INCLUDE ANY ADDITIONAL COST

NEW & USED GUARD RAIL
(Costs to include Materials & Installation)

OPENED 9:47 2-23- Witnessed

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00

Item Description	Unit	Unit Bid price
Upgrade of Guard Rail	LF	$ 10.00

Item Description	Unit	Unit Bid price
Installation of SGT Systems	Each	$ 2500.00
Repair of SGT Systems	Each	$ 750.00

BIDDER/COMPANY NAME: Guerra Construction Company

ADDRESS: 6700 N Mile 3½ W.

CITY/STATE/ZIP CODE: Weslaco, Tx 78596

PHONE №: (956) 968-6773 **FAX №:** (956) 969-9674

CELLULAR №: (956) 607-7487

AUTHORIZED SIGNATURE:

PRINTED NAME: Ricardo R. Guerra

TITLE: Owner

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE | DATE (MM/DD/YY)

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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
2. The United States or any of its agencies or instrumentalities,
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,
7. A foreign central bank of issue,
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
9. A futures commission merchant registered with the Commodity Futures Trading Commission,
10. A real estate investment trust,
11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
12. A common trust fund operated by a bank under section 584(a),
13. A financial institution,
14. A middleman known in the investment community as a nominee or custodian, or
15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2011 by and between the County of Hidalgo, Texas ("County"), and _____ ("_____").

WHEREAS, Company responded to request for bids for **"New & Used Guard Rail Beam Materials & Installation"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the

Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning _____, 2011 and ending _____, 2012 and may be extended at the sole discretion of County for an additional one (1) year period at the same rates, terms and conditions, 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Company

_____

_____

_____

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

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this____ day of_____, 2011.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on:

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By: _____
Stephen L. Crain

DRAFT

EXHIBIT "A" SPECIFICATIONS

DRAFT

EXHIBIT "B" VENDOR'S BID

DRAFT

EXHIBIT "C" INSURANCE REQUIREMENTS

DRAFT

EXHIBIT "D"
CONFLICT OF INTEREST FORM
(CIQ)

DRAFT

VENDOR/BIDDER APPLICATION

DEBARMENT FORM

DRAFT

RFB PACKET

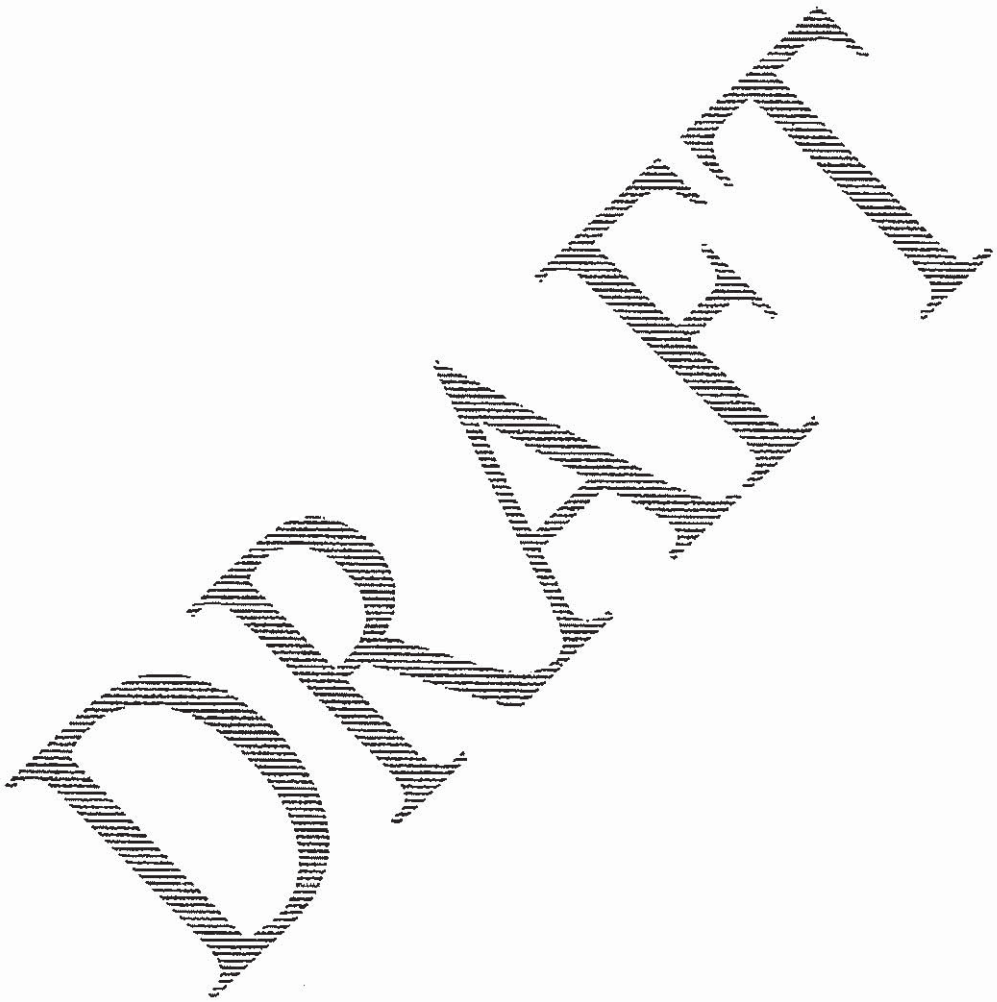

EXHIBIT "B" VENDOR'S BID

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: February 23, 2011 | **BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "New & Used Guard Rail Beams and Other Related Equipment and Including Installation and Upgrade"

BID NO: 2011-013-01-26-ERT | **BUYER: SANDY SUAREZ**

	NAME OF COMPANY SOLE BIDDER	ITEM DESCRIPTION	UNIT BID PRICE
#1	Guerra Construction Co.	New Guard Rail LF	$ 18.50
		New Guard Rail (curved) LF	$ 20.00
		Installation/labor LF	INCLUDED IN PRICE
		Used Guard Rail LF	$ 15.00
		Used Guard Rail (curved) LF	$ 17.00
		Installation/labor LF	INCLUDED IN PRICE
		Upgrade of Guard Rail to 21" (labor only) LF	$ 10.00
		New SGT System ET-2000 Plus each	$ 2,500.00
		Repair of existing SGT Sys. ET-2000 Plus each	$ 750.00
		Installation/labor each	INCLUDED IN PRICE

EXHIBIT "B"
HIDALGO COUNTY
"NEW & USED GUARD RAIL BEAM MATERIALS AND OTHER RELATED MISCELLANEOUS EQUIPMENT INCLUDING INSTALLATION"
(Including all funding sources, programs, and entities)
BID NO: 2011-013-01-2E-ERT

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.

Item Description	Unit	Unit Bid Price
New Guard Rail	LF	$ 18.50
New Guard Rail (Curved)	LF	$ 20.00
Installation/Labor	LF	$ 00.00 ALREADY Included in Price

OPENED
9:47
2-23-11
Witnessed

Item Description	Unit	Unit Bid Price
Used Guard Rail	LF	$ 15.00
Used Guard Rail (Curved)	LF	$ 17.00
Installation/Labor	LF	$ 00.00 ALREADY Included in Price

Labor	Unit	Unit Bid Price
Upgrade of Guard Rail to 21" (labor only)	LF	$ 10.00

Item Description	Unit	Unit Bid Price
New SGT System ET-2000 Plus	Each	$ 2500.00
Repair of existing SGT System ET-2000 Plus	Each	$ 750.00
Installation/Labor	Each	$ 00.00 ALREADY Included in Price

BIDDER/COMPANY NAME: Guerra Construction Company
ADDRESS: 6700 N. Mile 3½ W.
CITY/STATE/ZIP CODE: Weslaco, TX 78596
PHONE №: (956) 968-6773 FAX №: (956) 969-9674
CELLULAR №: (956) 607-7487
AUTHORIZED SIGNATURE:
PRINTED NAME: Ricardo R. Guerra
TITLE: Owner

EXHIBIT "C" INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/24/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER (956)787-4989
JAMES E. CAPT
JAMES E. CAPT & ASSOCIATES
P. O. BOX 126
San Juan, TX 78589-0126

CONTACT NAME: JAMES E CAPT
PHONE (A/C, No, Ext): (800)887-4989 Ext.
FAX (A/C, No): (956)781-3380
E-MAIL ADDRESS: james@captinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: HALLMARK SPECIALTY INSURANCE CO	
INSURER B: HALLMARK COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INSURANCE	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
RICARDO GUERRA DBA GUERRA CONSTRUCTION CO
6700 NORTH MILE 3 1/2 WEST ROAD
WESLACO, TX 78596

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TXG303870-02	01/05/11	01/05/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ NOT APPLICA
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			TXA502897-05	05/15/10	05/15/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SBP-0001129486	04/03/10	04/03/11	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

HIDALGO COUNTY
PURCHASING DEPT.
2812 S. BUSINESS HIGHWAY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

James E. Capt

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AI-25755 **20.A.6.**

Award/ Type D-Hot Mix Asphalt (Gravel & Limestone)
CC REGULAR

Date:	03/21/2011
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 documents to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County-"Type D Hot Mix Asphalt (Gravel & Limestone)" RFB No.: 2011-006-02-23-ERT.

BACKGROUND

1. Current contract will expire on April 06, 2011.
2. New contract to commence on April 07, 2011.
3. Recommended vendor is Frontera Materials, Inc.
4. Contract document was reviewed and approved by Legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** various

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

BUDGETARY IMPACT:

See exp report for funding sources and availability of funds.

Attachments

Link: Award Packet

Link: contract

Link: exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 10:20 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 10:40 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/17/2011 09:46 AM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:31 PM	APRV

Form Started By: Sandy Suarez Started On: 03/15/2011 01:15 PM

Final Approval Date: 03/17/2011

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 24, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-006-02-23-ERT-Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than** Friday, March 04, 2011 @ 10:00 A.M. **In order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
Recommend award to Low Bidder (Frontera) Meeting Specs

BUDGET ACCOUNT #: 1-1200-431-00-121-005-0-673
OR 1-1336-431-00-121-041-0-731
OR 1-1342-431-00-121-041-0-731

E. Z. Gonzalez Eddy Gonzalez Pct. #1 02/25/11
Authorized Signature Printed Name Department Date

Enclosures

Pct 1

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 24, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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Hidalgo County Precinct No. 2
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Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-006-02-23-ERT-Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

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If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Florena Materials

BUDGET ACCOUNT #: Depends on Project 1-220481-00 233006-01673

Ricardo Cuellar | Ricardo Cuellar | R&B | 3/2/11
Authorized Signature | Printed Name | Department | Date

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 24, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-006-02-23-ERT-Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

Attached you will find a copy of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than** Friday, March 04, 2011 @ 10:00 A.M. **in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS:
BUDGET ACCOUNT #: 1-1200-431-00-133-105-0-231 and all Funds, 1339, 1311, 1312, 1100, etc.

Authorized Signature	Printed Name	Department	Date
	Joe. M. Flores	Precinct #3	3/1/11

Enclosures

Received 3/3 Pct 3

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

Date: February 24, 2011

TO: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct No. 1
Attn: Mr. Eddy Gonzalez, Exec. Asst. of Community Affairs

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
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Hon. Joseph Palacios, Commissioner
Hidalgo County Precinct No. 4
Attn: Mr. Marcos Lopez, Chief Administrator

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Dept.

RE: BID AWARD CONCURRENCE REQUEST
Bid No. 2011-006-02-23-ERT-Hidalgo County- "TYPE D HOT MIX ASPHALT (GRAVEL & LIMESTONE)"

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Please acknowledge by signing below, of your concurrence to award to the lowest bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than** Friday, March 04, 2011 @ 10:00 A.M. **in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 09, 2011.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4860

COMMENTS/CONCERNS: Frontera Material - Low bidder

BUDGET ACCOUNT #: 1-1200-431-00-124-007-0-731

Authorized Signature	Printed Name	Department	Date
	Marcos Lopez	Pct 4	2/28/11

Enclosures

Pct 4

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: February 23, 2011	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE")	
BID NO: 2011-006-02-23-ERT (sgs)	**BUYER: ERIC TREVINO**

	NAME OF COMPANY/PLANT LOCATION	GRAVEL (PRICE PER TON)	TOTAL PRICE
#1	**FRONTERA MATERIALS, INC.**	$ 47.23	$ 47.23
		LIMESTONE (PRICE PER TON)	
	FOB - Gravel- La Joya Plant		
	FOB - Limestone- Progress Plant	$ 47.23	$ 47.23
#2	**VALLEY CALICHE PRODUCTS, INC.**	**GRAVEL (PRICE PER TON)**	
		$ 55.00	$ 55.00
	Gravel Only		
	FOB – Plant 1-4621 W. Mile 3 Rd. W. of Mission	**LIMESTONE (PRICE PER TON)**	
	FOB - Plant 2- 3 Mile line & Iowa Rd. W. of Mission	NO BID	NO BID

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS

RFB-RFP-RFQ

BID OPENING DATE: FEBURARY 23, 2011 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY (All Sources, Programs and Entities) "TYPE D HOT MIX ASPHALT(GRAVEL & LIMESTONE)"

BID NO: 2011-006-02-23-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. Progreso Materials Attn: Erica Benavides	e-mail	Sandy Suarez	02/08/11	PO Box 250 McAllen, Tx 78505 956-618-0140 Fax: 630-5869 progresomaterials@yahoo.com
2. Valley Caliche Attn: Mark Motheral	e-mail	Sandy Suarez	02/08/11	PO Box 1086 Mission, Tx 78573 581-2751 Fax: 585-6844 valleycaliche@aol.com
3.) Frontera Materials Inc. Attn: Barry M. Ehlinger	e-mail	Sandy Suarez	02/08/11	PO Box 1449 Elsa, Texas 316-8900 Fax: 316-8905 Bmefrontera@aol.com
4.) Chemical Lime Attn:Jim Scholl	e-mail	Sandy Suarez	02/08/11	350 APG Lane New Braunfels, Tx 78132 800-292-5278 Fax: 830-625-4786 Jim.scholl@chemicallime.com
5.) Rio Valley Pipe,LLC Attn:Roger V. Gonzales	e-mail	Sandy Suarez	02/08/11	7301 W. Expressway 83 Mission, Texas 78572 584-5770 Fax: 583-2086 rvproger@yahoo.com
6.)	e-mail	Sandy Suarez		
7.)	e-mail	Sandy Suarez		
8.)	e-mail	Sandy Suarez		

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)

REQUIREMENTS AGREEMENT
C-11-006-03-21

THIS AGREEMENT (the "Agreement") is entered into as of the 21st day of March, 2011 by and between **Frontera Materials, Inc.**, a Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Type D Hot Mix Asphalt-Gravel & Limestone"**, 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 **"Type D Hot Mix Asphalt-Gravel & Limestone,"** in the areas of Hidalgo County projects for a period of one (1) year commencing April 7, 2011 and ending April 6, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Frontera Materials, Inc.
Attn: Barry M. Ehlinger, Materials Manager
PO Box 1449
Elsa, Texas 78543

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:_____
Ramon Garcia, 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

February 08, 2011

_____

_____

_____

_____

Re: **HIDALGO COUNTY (All Funding Sources, Programs and Entities)**
Request for Bids -**"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)**
Bid No: 2011-006-02-23-ERT

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/ert

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo
REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY
(All Funding Sources, Programs and Entities)
"TYPE D HOT MIX ASPHALT
(GRAVEL & LIMESTONE"
RFB NO: 2011-006-02-23-ERT

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 4 pages.
4. Exhibit B Bid Page, consisting of 1 pages.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages
8. Certification Regarding Debarment, consisting of 1 pages
9. Draft Service Agreement consisting of 7 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

02/08/2011
Date

Bid No: 2011-006-02-23	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY

"Type D Hot Mix Asphalt (gravel and limestone)"

BID OPENING DATE:

February 23, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY – "Type D Hot Mix Asphalt (Gravel and Limestone)"** 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-2011-006-02-23-ERT HIDALGO COUNTY - "Type D Hot Mix Asphalt (Gravel and Limestone)"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, FEBRUARY 23, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-006-02-23-ERT RFB-HIDALGO COUNTY – "Type D Hot Mix Asphalt (Gravel and Limestone)".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY - "Type D Hot Mix Asphalt (Gravel and Limestone)"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

  Hidalgo County Auditor's Office
  Ray Eufracio, Auditor
  2808 South Business Hwy 281
  Edinburg, Texas 78539
  ATTN.: Accounts Payable (956) 318-2511

17. Schedule of Events

Bid Opening, 9:30 AM	**FEBRUARY 23, 2011**
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 judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
For

HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT (GRAVEL AND LIMESTONE)"
BID NO.: 2011-006-02-23-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY
(ALL FUNDING SOURCES)
"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"
BID NO.: 2011-006-02-23-ERT
S P E C I F I C A T I O N S

PROJECT OVERVIEW:

The intention of this Hidalgo County Request for Bids (RFB) is to solicit bids for a term contract for Type D Hot Mix Asphalt – Gravel & Limestone. All purchases will be on an "as needed" basis only. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

SPECIFICATIONS:

TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE

SPECIAL CONDITIONS:

Measurements and bid shall be per Ton. There will be a 4.8% to 5.0% Oil Content in the Mixture. The mixture will be mined & loaded by the owner.

REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1 It is intended that the amount of "**TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE**" needed by Hidalgo County will be purchased on an "**as needed basis**". It shall be agreed & understood that Hidalgo County will purchase no more material than is needed.

2 **Term of Contract:** The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

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 due to any unforeseen delay in the procurement process.

4 County shall have the right to exercise all or portion of the Options to Extend in any combination it deems necessary.

5 BID PRICE SHALL BE PER TON

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 advantage to the County

7 Location is an important factor in evaluation of the bids, due to transportation costs which will be taken into

consideration if material is picked up at the plant site.

8 Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

9 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 on to HIDALGO COUNTY.

10 Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

11 After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(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.

12 Hidalgo County may utilize **"State Awarded Contracts"** when it is in the County best interest to do so.

13 Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

14 When requested, samples shall be furnished free of expense to Hidalgo County.

15 Testing may be performed at the request of Hidalgo County anytime during the length of the contract through an independent testing laboratory.

16 Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.

17 In the event the material furnished does not meet all the above requirements (regardless of weather, test's 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 the unused portion of material found to be unsatisfactory.

18 It is expressly understood and agreed that in case Hidalgo County should need **"TYPE D HOT MIX ASPHALT-GRAVEL & LIMESTONE"** not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

19 **Purchase Order:** Contractor will not supply or deliver any items until a purchase order number is assigned by the designated representative of the County Purchasing Office. **Contractor will reference purchase order and contract number on all invoices submitted to the Hidalgo County Auditor.** Failure to act in this manner may result in termination of this contract.

20. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

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

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.

   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

- 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, New Administration Building, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

- **ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN,** February 16, 2011 by 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, 5:00 P.M, February 18, 2011.

EXHIBIT "B"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2011-006-02-23-ERT

BID PAGE

BID PRICE PER TON (GRAVEL): $_____

BID PRICE PER TON (LIMESTONE): $_____

PHYSICAL LOCATION OF PIT(S): _____

_____

_____

_____

_____

BIDDERS INFORMATION

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP: _____

PHONE NO/FAX NO: _____

CELL PHONE NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD — CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

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

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS	
A	GENERAL LIABILITY					
	☐ COMMERCIAL GENERAL LIABILITY				EACH OCCURRENCE	$
	☐☐ CLAIMS MADE OCCUR				FIRE DAMAGE (Any one fire)	$
	☐ OWNER'S & CONT PROT				MED (Any one person)	$
	☐ OWNER'S PROTECTIVE LIABILITY				PER & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:				AL AGGREGATE	$
	☐ POLICY PROJECT ☐ LOC				OCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO				BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	$
	☐ HIRED AUTOS					
	☐ NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT	$
	☐ ANY AUTO				OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY				EACH OCCURRENCE	$
	☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
	☐ DEDUCTIBLE					$
	☐ RETENTION $					$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 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 email: 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 a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II Instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
HIDALGO COUNTY
"TYPE D HOT MIX ASPHALT - GRAVEL & LIMESTONE"
BID NO.: 2011-006-02-23-ERT

OPENED 9:51 2-23- Witnesse

BID PAGE

BID PRICE PER TON (GRAVEL): $ 47.23 FOB LaJoya PLANT

BID PRICE PER TON (LIMESTONE): $ 47.23 FOB Progresso PLANT

PHYSICAL LOCATION OF PIT(S):

(1) Progresso Plant: 1/4 mile E. of FM 1015 on Military Hwy, then .5 mile North

(2) LaJoya Plant: 4 miles N. of the intersection of US 83 & FM 2221

BIDDERS INFORMATION

BIDDER/COMPANY NAME: Frontera Materials, Inc.

ADDRESS: PO Box 1449

CITY/STATE/ZIP: Elsa TX 78543

PHONE NO/FAX NO: 956 316-8954 FAX 316-8905

CELL PHONE NO: 956-607-5965 barry

E-MAIL ADDRESS: bmefrontera@aol.com

AUTHORIZED SIGNATURE: [signature]

TITLE: Materials Mgr.

TERM: term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term under the same rates, terms and conditions.

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/31/2010

PRODUCER (956)565-2481 FAX: (956)565-2733
McAfee Insurance Agency
P. O. Box 625
321 Second Street
Mercedes TX 78570

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
Frontera Materials, Inc.
PO BOX 1449

Elsa TX 78543-1449

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

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

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	BINDER	9/1/2010	9/1/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BINDER	9/1/2010	9/1/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
A		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [X] RETENTION $ 10,000	BINDER	9/1/2010	9/1/2011	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	BINDER	9/1/2010	9/1/2011	WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

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

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
100 N. Closner Blvd
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 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
Robert R Garza/AZ

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IMPORTANT

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

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

DISCLAIMER

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

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1100-432-00-123-001-0-673	PCT3 SANITATION-R&B R&M SUPPLIES	33,370.25	33,370.25	.00	.00	.00	100.00
1-1100-452-00-122-008-0-673	PCT2 PARKS-R&B R&M SUPPLIES	29,769.58	.00	.00	.00	29,769.58	.00
1-1100-452-00-122-008-0-731	PCT2 PARKS-ROADS	1,000.00	.00	.00	.00	1,000.00	.00
1-1100-452-00-123-008-0-673	PCT3 PARKS-R&B R&M SUPPLIES	10,000.00	.00	.00	.00	10,000.00	.00
1-1200-431-00-121-005-0-673	PCT1 P/U RD-R&B R&M SUPPLIES	284,775.12	109,875.71	23,291.58	23,291.58	151,607.83	46.76
1-1200-431-00-121-005-0-731	PCT1 P/U RD-ROADS	4,348.92	4,348.92	.00	.00	.00	100.00
1-1200-431-00-121-181-0-731	PCT.1-COLONIA SAENZ-ROADS	821.40	821.40	.00	.00	.00	100.00
1-1200-431-00-121-185-0-731	PCT.1-COLONIA WHALEN ROAD-ROADS	8,382.56	.00	.00	.00	8,382.56	.00
1-1200-431-00-121-228-0-731	PCT.1-DIAZ SUBDIVISION-ROADS	22,268.69	22,268.69	.00	.00	.00	100.00
1-1200-431-00-121-387-0-731	PCT.1-LA MESA SUBDIVISION-ROADS	27,000.00	26,864.22	.00	.00	135.78	99.50
1-1200-431-00-121-804-0-731	PCT.1-WES MER SUBDIVISION-ROADS	7,958.92	.00	.00	.00	7,958.92	.00
1-1200-431-00-122-006-0-673	PCT2 P/U RD-R&B R&M SUPPLIES	104,068.75	71,075.71	2,993.04	2,993.04	30,000.00	71.17
1-1200-431-00-122-006-0-731	PCT2 P/U RD-ROADS	337,375.12	308,220.98	.00	.00	29,154.14	91.36
1-1200-431-00-122-026-0-731	PCT2 OWASSA RD(JACKSON-R.LONGORIA)-ROADS	73,045.00	42,030.00	.00	.00	31,015.00	57.54
1-1200-431-00-122-027-0-731	PCT2 TOWER RD(MOORE-BALLI)-ROADS	175,877.83	166,460.33	4,417.50	4,417.50	5,000.00	97.16
1-1200-431-00-122-028-0-731	PCT2 S.MCCOLL(DCKR-ORNGWD&.5M S.MLTY)-RD	70,000.00	36,208.77	.00	.00	33,791.23	51.73
1-1200-431-00-122-035-0-731	PCT2 ICA W/HIDALGO(VAL-MEX DR)-ROADS	40,000.00	13,929.00	.00	.00	26,071.00	34.82
1-1200-431-00-122-048-0-731	PCT2 INTERSECTION OF OWASSA & TOWER-ROAD	200,000.00	.00	.00	.00	200,000.00	.00
1-1200-431-00-122-049-0-731	PCT2 TOWER RD(OWASSA-SIOUX)-ROADS	302,900.00	302,754.02	.00	.00	145.98	99.95
1-1200-431-00-122-051-0-731	PCT2 EL GATO RD(W ALAMO-TOWER)-ROADS	95,232.19	61,709.09	.00	.00	33,523.10	64.80
1-1200-431-00-122-052-0-731	PCT2 EL DORA RD(RETAMA-CESAR CHAVEZ)-ROA	74,000.00	42,846.88	.00	.00	31,153.12	57.90
1-1200-431-00-122-240-0-731	PCT.2-EL CHARRO #2-ROADS	323.46	323.46	.00	.00	.00	100.00
1-1200-431-00-122-891-0-731	PCT.2-LOS ENCINOS #2 SUBD-ROADS	2,146.30	.00	.00	.00	2,146.30	.00
1-1200-431-00-123-005-0-673	PCT3 P/U RD-R&B R&M SUPPLIES	108,840.97	59,310.76	3,167.77	3,167.77	46,362.44	57.40
1-1200-431-00-123-005-0-731	PCT3 P/U RD-ROADS	203,672.62	141,140.91	.00	.00	62,531.71	69.30
1-1200-431-00-123-007-0-731	PCT3 LATERAL RD-ROADS	99,543.78	7,697.50	.00	.00	91,846.28	7.73
1-1200-431-00-123-080-0-731	PCT3 M4N (TOMGILL-FM2221)-ROADS	105,078.31	44,254.59	562.28	562.28	60,261.44	42.65
1-1200-431-00-123-093-0-731	PCT.3-SILVER SPUR(S EXP 83- BUS 83 N)-RD	92,828.40	78,617.19	14,210.61	14,210.61	.60	100.00
1-1200-431-00-124-007-0-673	PCT4 P/U RD-R&B R&M SUPPLIES	165,000.00	25,994.95	10,528.67	10,528.67	128,476.38	22.14
1-1200-431-00-124-007-0-731	PCT4 P/U RD-ROADS	219,880.07	47,432.11	11,732.74	11,732.74	160,715.22	26.91
1-1200-431-00-124-401-0-731	PCT4 BCAP LAKEVIEW S/D-ROADS	4,363.76	4,363.76	.00	.00	.00	100.00
1-1280-431-00-121-951-0-673	PCT1-37-0590-CR MILE 15½ E-R&B R&M SUPPL	27.98	.00	.00	.00	27.98	.00
1-1280-431-00-121-952-0-673	PCT1-37-0602-CR MILE 19 RD-R&B R&M SUPPL	6,000.07	.00	.00	.00	6,000.07	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1280-431-00-121-953-0-673	PCT1-38-0599-RANCHO TOLUCA RD-R&B R&M SU	39.66	.00	.00	.00	39.66	.00
1-1280-431-00-121-954-0-673	PCT1-39-0600-CR MILE 5½ RD-R&B R&M SUPPL	5,000.54	.00	.00	.00	5,000.54	.00
1-1280-431-00-121-955-0-673	PCT1-39-0601-CR MILE 7 RD-R&B R&M SUPPLI	11.14	.00	.00	.00	11.14	.00
1-1280-431-00-121-956-0-673	PCT1-40-0615-CR 2812-R&B R&M SUPPLIES	3,500.44	.00	.00	.00	3,500.44	.00
1-1280-431-00-121-957-0-673	PCT1-40-0717-CR MILE 14 RD-R&B R&M SUPPL	3,500.17	.00	.00	.00	3,500.17	.00
1-1280-431-00-121-958-0-673	PCT1-40-0718-CR MILE 12½ E-R&B R&M SUPPL	6,000.39	.00	.00	.00	6,000.39	.00
1-1280-431-00-121-959-0-673	PCT1-40-0721-CR MILE 15 RD-R&B R&M SUPPL	2,400.12	.00	.00	.00	2,400.12	.00
1-1280-431-00-121-961-0-673	PCT1-48-0656-CR 3350-R&B R&M SUPPLIES	1,000.44	.00	.00	.00	1,000.44	.00
1-1280-431-00-121-962-0-673	PCT1-48-0711-CR MILE 3 E-R&B R&M SUPPLIE	2,000.62	.00	.00	.00	2,000.62	.00
1-1280-431-00-121-963-0-673	PCT1-49-0709-CR MILE 20 RD-R&B R&M SUPPL	99.70	.00	.00	.00	99.70	.00
1-1280-431-00-121-965-0-673	PCT1-53-0659-MARRO RD-R&B R&M SUPPLIES	1,500.27	.00	.00	.00	1,500.27	.00
1-1280-431-00-121-967-0-673	PCT1-55-0713-CR MILE 1 E-R&B R&M SUPPLIE	48.11	.00	.00	.00	48.11	.00
1-1280-431-00-121-968-0-673	PCT1-56-0696-ENGLEMAN RD-R&B R&M SUPPLI	88.21	.00	.00	.00	88.21	.00
1-1280-431-00-121-969-0-673	PCT1-63-0710-HILL TOP GARDEN LN-R&B R&M	54.82	.00	.00	.00	54.82	.00
1-1280-431-00-123-954-0-673	PCT3-37-0593-ABRAM RD-R&B R&M SUPPLIES	13,679.33	5,500.00	.00	.00	8,179.33	40.21
1-1280-431-00-123-957-0-673	PCT3-37-0603-MILITARY RD-R&B R&M SUPPLIE	15,076.61	14,000.00	.00	.00	1,076.61	92.86
1-1280-431-00-123-959-0-673	PCT3-38-0596-BRUSHLINE RD-R&B R&M SUPPLI	8,361.43	2,370.00	.00	.00	5,991.43	28.34
1-1280-431-00-123-963-0-673	PCT3-40-0612-CHIHUAHUA RD-R&B R&M SUPPLI	9,812.67	5,690.00	.00	.00	4,122.67	57.99
1-1280-431-00-123-969-0-673	PCT3-47-0574-LA HOMA RD-R&B R&M SUPPLIES	6,451.53	5,100.00	.00	.00	1,351.53	79.05
1-1280-431-00-123-971-0-673	PCT3-50-0576-DOFFING RD-R&B R&M SUPPLIES	3,987.83	3,160.00	.00	.00	827.83	79.24
1-1311-431-00-121-103-1-731	BERNAL HEIGHTS #1-ROADS	19,752.99	.00	.00	.00	19,752.99	.00
1-1311-431-00-121-105-1-731	BERNAL-ROADS	2,467.64	.00	.00	.00	2,467.64	.00
1-1311-431-00-121-230-1-731	DIMAS #3-ROADS	53,732.25	.00	.00	.00	53,732.25	.00
1-1311-431-00-121-244-0-731	EL MESQUITE-ROADS	51,163.91	.00	.00	.00	51,163.91	.00
1-1311-431-00-121-245-1-731	EL MONTE-ROADS	2,587.00	.00	.00	.00	2,587.00	.00
1-1311-431-00-121-495-0-731	NORTH CAPISALLO-ROADS	44,859.48	.00	.00	.00	44,859.48	.00
1-1311-431-00-121-865-1-731	DIMAS #1-ROADS	1,403.35	.00	.00	.00	1,403.35	.00
1-1311-431-00-121-897-1-731	MEL GRAY-ROADS	2,257.77	.00	.00	.00	2,257.77	.00
1-1311-431-00-122-240-1-731	EL CHARRO #2-ROADS	9,703.70	4,967.02	.00	.00	4,736.68	51.19
1-1311-431-00-122-406-1-731	LAS BRISAS-ROADS	370,162.20	.00	.00	.00	370,162.20	.00
1-1311-431-00-122-503-1-731	NORTHSIDE VILLAGE #2-ROADS	4,478.66	.00	.00	.00	4,478.66	.00
1-1311-431-00-122-557-1-731	PENTECOSTAL-ROADS	60,847.71	.00	.00	.00	60,847.71	.00
1-1311-431-00-122-693-0-731	SOUTH SIDE VILLAGE-ROADS	37,955.76	.00	.00	.00	37,955.76	.00
1-1311-431-00-122-767-1-731	VAL BAR ESTATES-ROADS	40,283.88	.00	.00	.00	40,283.88	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1311-431-00-123-014-1-731	ACEVEDO S/D #4-ROADS	149,327.72	.00	.00	.00	149,327.72	.00
1-1311-431-00-123-015-0-731	ACOSTA S/D-ROADS	72,473.94	.00	.00	.00	72,473.94	.00
1-1311-431-00-123-250-0-731	EL SOL S/D #1-ROADS	1,940.00	.00	.00	.00	1,940.00	.00
1-1311-431-00-123-251-0-731	EL SOL S/D #2-ROADS	3,300.00	.00	.00	.00	3,300.00	.00
1-1311-431-00-123-312-0-731	HAVANA S/D-ROADS	59,329.37	.00	.00	.00	59,329.37	.00
1-1311-431-00-123-325-1-731	HILDA S/D #3-ROADS	32,565.88	.00	.00	.00	32,565.88	.00
1-1311-431-00-123-384-1-731	LA HOMA RD N S/D-ROADS	7,373.00	.00	.00	.00	7,373.00	.00
1-1311-431-00-123-385-1-731	LA HOMA RD S S/D-ROADS	46,181.16	.00	.00	.00	46,181.16	.00
1-1311-431-00-123-427-1-731	LOS EBANOS S/D-ROADS	41,233.92	.00	.00	.00	41,233.92	.00
1-1311-431-00-123-488-1-731	MUNOZ ESTATES-ROADS	102,121.59	.00	.00	.00	102,121.59	.00
1-1311-431-00-123-784-1-731	VILLA CAPRI S/D-ROADS	4,371.25	.00	.00	.00	4,371.25	.00
1-1311-431-00-124-129-0-731	CALMA ESTATES #2-ROADS	12,484.27	.00	.00	.00	12,484.27	.00
1-1311-431-00-124-130-0-731	CALMA ESTATES #3-ROADS	27,210.61	.00	.00	.00	27,210.61	.00
1-1311-431-00-124-363-1-731	L & R GARZA-ROADS	34,148.02	.00	.00	.00	34,148.02	.00
1-1311-431-00-124-541-0-731	PALMA S/D #1-ROADS	73,148.63	.00	.00	.00	73,148.63	.00
1-1311-431-00-124-543-0-731	PALMA S/D #2-ROADS	71,772.12	.00	.00	.00	71,772.12	.00
1-1311-431-00-124-585-1-731	RAMBO ESTATES-ROADS	39,565.36	.00	.00	.00	39,565.36	.00
1-1311-431-00-124-612-0-731	RENA RAE S/D-ROADS	172.55	.00	.00	.00	172.55	.00
1-1312-431-00-121-063-0-731	BALLI ESTATES-ROADS	390,547.50	.00	.00	.00	390,547.50	.00
1-1312-431-00-121-120-0-731	BRENDA GAY-ROADS	66,763.75	110.00	35,783.65	35,783.65	30,870.10	53.76
1-1312-431-00-121-148-0-731	CHAPA NORTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-149-0-731	CHAPA SOUTH-ROADS	271.20	.00	.00	.00	271.20	.00
1-1312-431-00-121-181-0-731	COLONIA SAENZ-ROADS	46,287.83	.00	.00	.00	46,287.83	.00
1-1312-431-00-121-185-0-731	COLONIA WHALEN ROAD-ROADS	93,354.64	.00	.00	.00	93,354.64	.00
1-1312-431-00-121-215-0-731	DE ANDA SUBDIVISION-ROADS	34,216.00	.00	.00	.00	34,216.00	.00
1-1312-431-00-121-220-1-731	DELTA WEST SUBDIVISION-ROADS	217,183.50	.00	.00	.00	217,183.50	.00
1-1312-431-00-121-228-1-731	DIAZ SUBDIVISION-ROADS	56,454.56	56,454.56	.00	.00	.00	100.00
1-1312-431-00-121-319-0-731	HIGH POINT SUBDIVISION-ROADS	1,281.33	.00	.00	.00	1,281.33	.00
1-1312-431-00-121-362-0-731	L & P-ROADS	6,104.25	.00	.00	.00	6,104.25	.00
1-1312-431-00-121-387-0-731	LA MESA SUBDIVISION-ROADS	158,112.08	158,112.08	.00	.00	.00	100.00
1-1312-431-00-121-423-0-731	LOS CASTILLOS ESTATES-ROADS	22,233.36	9,641.15	.00	.00	12,592.21	43.36
1-1312-431-00-121-461-0-731	MID-VALLEY ESTATES-ROADS	149,324.98	.00	.00	.00	149,324.98	.00
1-1312-431-00-121-687-0-731	SO. PALM GARDENS EST.#1-ROADS	1,901.86	.00	.00	.00	1,901.86	.00
1-1312-431-00-121-688-0-731	SO. PALM GARDENS EST.#2-ROADS	3,799.50	.00	.00	.00	3,799.50	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-121-779-0-731	VALLEY VIEW ESTATES-ROADS	97,107.50	.00	.00	.00	97,107.50	.00
1-1312-431-00-121-790-0-731	VILLAGE GROVE #2-ROADS	20,419.00	.00	.00	.00	20,419.00	.00
1-1312-431-00-121-804-0-731	WES-MER SUBDIVISION-ROADS	84,757.48	.00	.00	.00	84,757.48	.00
1-1312-431-00-121-855-0-731	ASH COUNTY-ROADS	62,438.50	.00	.00	.00	62,438.50	.00
1-1312-431-00-121-860-0-731	CHAPA #2-ROADS	6,345.52	.00	.00	.00	6,345.52	.00
1-1312-431-00-121-895-0-731	MARY ANN-ROADS	23,763.00	.00	.00	.00	23,763.00	.00
1-1312-431-00-121-896-0-731	MCKEE #1-ROADS	30,237.62	30,237.55	.00	.00	.07	100.00
1-1312-431-00-122-262-0-731	ESPERANZA ESTATES SUBD-ROADS	17,365.04	.00	.00	.00	17,365.04	.00
1-1312-431-00-122-460-1-731	MESQUITE ACRES SUBD-ROADS	30.00	.00	.00	.00	30.00	.00
1-1312-431-00-122-596-0-731	RANCHO ESCONDIDO SUBD-ROADS	195,162.89	.00	.00	.00	195,162.89	.00
1-1312-431-00-122-890-0-731	LOS ENCINOS #1 SUBD-ROADS	23,131.09	.00	.00	.00	23,131.09	.00
1-1312-431-00-122-891-0-731	LOS ENCINOS #2 SUBD-ROADS	48,159.62	.00	.00	.00	48,159.62	.00
1-1312-431-00-122-900-0-731	MORNINGSIDE SOUTH SUBD-ROADS	171,868.11	.00	.00	.00	171,868.11	.00
1-1312-431-00-123-055-0-731	ARIEL HINOJOSA SUBD-ROADS	92,800.00	.00	.00	.00	92,800.00	.00
1-1312-431-00-123-079-0-731	BASHAM #14-ROADS	140,015.25	.00	.00	.00	140,015.25	.00
1-1312-431-00-123-082-0-731	BASHAM #18-ROADS	25,613.23	.00	.00	.00	25,613.23	.00
1-1312-431-00-123-141-0-731	CASA DE LOS VECINOS-ROADS	317,837.00	.00	.00	.00	317,837.00	.00
1-1312-431-00-123-324-0-731	HILDA SUBDIVISION #2-ROADS	18,960.21	.00	.00	.00	18,960.21	.00
1-1312-431-00-123-380-0-731	LA HOMA GROVE ESTATES-ROADS	2,847.00	.00	.00	.00	2,847.00	.00
1-1312-431-00-123-397-0-731	LA SUENA SUBDIVISION-ROADS	161,208.41	.00	.00	.00	161,208.41	.00
1-1312-431-00-123-421-0-731	LOMA LINDA HEIGHTS-ROADS	361,438.75	.00	.00	.00	361,438.75	.00
1-1312-431-00-123-470-1-731	MONICA ACRES-ROADS	2,562.00	.00	.00	.00	2,562.00	.00
1-1312-431-00-123-536-0-731	PALM LAKE ESTATES #1-ROADS	320,128.93	.00	.00	.00	320,128.93	.00
1-1312-431-00-123-536-1-731	PALM LAKE ESTS #1-ROADS	140,622.00	.00	.00	.00	140,622.00	.00
1-1312-431-00-123-780-1-731	VEREDA TROPICAL-ROADS	90,779.50	.00	.00	.00	90,779.50	.00
1-1312-431-00-124-274-0-731	FOSTER SUBDIVISION-ROADS	59,889.34	22,366.92	.00	.00	37,522.42	37.35
1-1312-431-00-124-300-0-731	HACIENDA DE LOS VEGAS-ROADS	86,200.00	.00	.00	.00	86,200.00	.00
1-1312-431-00-124-329-0-731	HOEN DRIVE SUBD-ROADS	194,027.82	.00	.00	.00	194,027.82	.00
1-1312-431-00-124-401-0-731	LAKEVIEW SUBVISION-ROADS	264,777.00	.00	.00	.00	264,777.00	.00
1-1312-431-00-124-406-0-731	LAS BRISAS-ROADS	96,384.25	.00	.00	.00	96,384.25	.00
1-1312-431-00-124-657-0-731	SEMINARY VILLAGE SUBD-ROADS	103,524.20	.00	.00	.00	103,524.20	.00
1-1312-431-00-124-752-0-731	TRENTON TERRACE-ROADS	60,101.82	.00	.00	.00	60,101.82	.00
1-1312-431-00-124-882-0-731	LA FLOR ESTATES-ROADS	66,845.00	.00	.00	.00	66,845.00	.00
1-1312-431-00-124-883-0-731	LA FLOR GARDENS-ROADS	66,845.00	.00	.00	.00	66,845.00	.00

Account No/Description		Adjusted Budget	Y-T-D Encumb	Period Expended	Y-T-D Expended	Available Balance	Percent Used
1-1312-431-00-124-886-0-731	LABORSITA-ROADS	317.38	.00	.00	.00	317.38	.00
1-1315-431-00-121-039-0-731	TXDOT-MILE 6 WEST(US83-SH107)-ROADS	176,640.45	176,640.45	.00	.00	.00	100.00
1-1315-431-00-121-040-0-731	TXDOT-MILE 2 WEST(MILE12-US83)-ROADS	3,746.95	3,746.95	.00	.00	.00	100.00
1-1315-431-00-122-016-0-731	TXDOT-"I" ROAD-ROADS	367,212.53	72,611.28	.00	.00	294,601.25	19.77
1-1315-431-00-122-028-0-731	TXDOT-S. MCCOLL ROAD-ROADS	68,663.59	.00	.00	.00	68,663.59	.00
1-1315-431-00-124-023-0-731	TXDOT-PCT4-"I" RD(OWASSA-US281)-ROAD	9,750.00	.00	.00	.00	9,750.00	.00
1-1331-431-00-121-016-0-731	CO,2001-PCT1-ROADS	5,391.00	.00	.00	.00	5,391.00	.00
1-1331-431-00-123-010-0-731	CO,2001-PCT3-ROADS	13,294.69	13,294.69	.00	.00	.00	100.00
1-1334-431-00-121-025-0-731	CO,2004-PCT1-ROADS	7,780.51	.00	.00	.00	7,780.51	.00
1-1336-431-00-121-041-0-731	CO,2006-PCT1-ROADS	268,714.80	115,968.82	9,173.61	9,173.61	143,572.37	46.57
1-1336-431-00-121-076-0-731	CO2006-PCT1 M10N (M4W-E1215') WIDEN-ROAD	60,000.00	.00	.00	.00	60,000.00	.00
1-1336-431-00-123-045-0-731	CO,2006-PCT3 LA HOMA(SH495-FM1924)-ROADS	43,502.50	43,502.50	.00	.00	.00	100.00
1-1336-431-00-123-051-0-731	CO,2006-PCT3 M3N (TOMGILL-FM2221)-ROADS	45,001.77	45,001.77	.00	.00	.00	100.00
1-1336-431-00-123-080-0-731	CO,2006-PCT3 M4N (TOMGILL-FM2221)-ROADS	1,241.62	1,241.62	.00	.00	.00	100.00
1-1336-431-00-123-081-0-731	CO,2006-PCT3 CIRCLE 6RD(N&S OF M4)-ROADS	134.69	.00	.00	.00	134.69	.00
1-1336-431-00-124-031-0-731	CO,2006-PCT4 TRENTON(I RD-FM493)-ROADS	500,000.00	.00	.00	.00	500,000.00	.00
1-1342-431-00-121-041-0-731	CO2010A&B-PCT1 ROADS-ROADS	3,020,836.47	.00	.00	.00	3,020,836.47	.00
1-1342-431-00-121-085-0-731	CO2010A&B-PCT1 MILE17N(FM88-FM1015)-ROAD	66,899.04	66,899.04	.00	.00	.00	100.00
1-1342-431-00-121-086-0-731	CO2010A&B-PCT1 PLEASANTVIEW(S.11-34)-RD	166,638.00	166,638.00	.00	.00	.00	100.00
1-1342-431-00-122-027-0-731	CO2010A&B-PCT2 TOWER RD(MOORE-BALI)-ROAD	296,307.00	.00	.00	.00	296,307.00	.00
1-1342-431-00-122-049-0-731	CO2010A&B-PCT2 TOWER RD(OWASSA-SIOUX)-RD	448,870.54	344,878.10	.00	.00	103,992.44	76.83
1-1342-431-00-122-055-0-731	CO2010A&B-PCT2 CHAVEZ(OWASSA-SIOUX)-ROAD	468,870.55	.00	.00	.00	468,870.55	.00

AI-25764 **20.A.7.**

Assignment of Evaluation-PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY?S REVENUE AND EXPENDITURE EFFICIENCIES

CC REGULAR

Date:	03/21/2011
Submitted By:	Yolanda Velasquez, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Appointment/Designation by Commissioner's Court of grading committee to evaluate and score the two (2) proposals received from:

A. Null Lairson, PC, Houston, Tx in association with Burton, McCumber & Cortez, McAllen, Tx; and,

B. Godinez Communications; McAllen, Tx

in response to Hidalgo County's RFPwQ 2011-096-03-15-YZV "PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES", as referenced in procurement packet.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Funding for this project has yet to be identified although issue discussed with County Judge's staff (Mr. Chapa and Mrs. Longoria) when developing project and requirements/qualifications.

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

This phase of the procurement process does not need funding.

Attachments

Link: PARTICIPATION LOG - ACCEPTANCE SHEET

Link: EVALUATION CRITERIA

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 01:52 PM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 02:39 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/16/2011 04:00 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:33 PM	APRV

Form Started By: Yolanda Velasquez Started On: 03/15/2011 03:07 PM

Final Approval Date: 03/17/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: MARCH 15, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-PROFESSIONAL CONSULTANT SERVICES ASSIST-ASSESS REVIEW COUNTY'S REVENUE EFFICIENCIES" RFP NO.:2011-096-03-15-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Tony Sandoval	Email	arsandoval@email.com YZV	03/01/11	(Pending requested contact info;)
2.Brian Godinez	T/R	brian@gogogodinez.com YZV	03/01/11	TEL: 956-655-4655 (Pending requested contact info;)
3.Dannenbaum Engineering Co. Sandra Rodriguez Spence	Email	sandra.spence@dannenbaum.com	03/01/11	1109 Nolana, Ste. 208 McAllen, TX 78504 Tel: 956-682-3677
4. Consulting AJW Anita White	Email	consultingajw@aol.com YZV As per email dated 3/11/11 will not be responding	03/02/11	6924 E. Montana Place Denver, CO 80224 Tel: 303-917-9812
5.Prime Vendor INC. Bri Huxhold	Email	Bids11@prime-vendor.com YZV	03/02/11	4622 Cedar Avenue Ste 124 Wilmington NC 28403 Tel: 800-746-9554
6.JG Ortiz Consulting Juan Ortiz	Email	Cjortiz92@hotmail.com YZV	03/03/11	P.O. Box 1349 Weslaco, Texas 78596
7.Almy, Gloudemans, Jacobs & Denne Robert Denne	Email	rcdenne@gmail.com YZV As per email dated: 3/05/11 will not be responding	03/03/11	Chicago, IL (pending requested contact info;)
8.Animato Enterprise Strategies & Solutions (Barbara Grimm)	Email	Barbara_grimm@animato.com YZV	03/03/11	TEL: 214-561-2861 (pending requested contact info;)
9. Weaver Marketing Associate April Kleinwolterink	Email	April.kl@weaverllp.com YZV	03/03/11	12221 Merit Drive, Ste. 1400 Dallas, TX 75251 Tel: 972-490-1970
10. BidSimple,LLC Kim Whitley-Gaynor	Email	kim@bid-simple.com YZV	03/03/11	Tel: 512-541-4408
11. Blackmon Accounting LC Valerie Blackmon	Email	vblackmon@charter.net YZV	03/04/11	P.O. BOX 1364 Sikeston, MO 63801 Tel: 573-481-9777
12. Matrix Consulting Group Sandy Haynes	Email	shaynes@matrixcg.net YZV	03/04/11	721 Colorado Avenue Ste 101 Palo Alto, CA 94303 Tel: 650-858-0507
13.Orion Development Group Margaret Powers	Email	mpowers@odgroup.com YZV	03/04/11	177 Beach 116th St Rockaway Park, NY 11694 Tel: 800-510-2117

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: MARCH 15, 2011 RFP ACCEPTANCE TIME: 9:30 A.M
DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-PROFESSIONAL CONSULTANT SERVICES ASSIST-ASSESS REVIEW COUNTY'S REVENUE EFFICIENCIES" RFP NO.:2011-096-03-15-YZV

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
14.Paul M. Vazaldua Jr.	TR/ Email	Paulv555@yahoo.com YZV	03/08/11	205 W. Iris McAllen, Texas 78502 Tel:956-451-6775
15.Ramsey Olivarez	Email	Ramsey.olivarez@wfsolutions.org YZV	03/10/11	(pending requested information)
16.Null-Lairson, PC E. Rhodes	Email	erhodes@null-lairson.com YZV	03/11/11	3411 Richmond Ave., Ste 500 Houston, Texas 77046 Tel: 713-621-1515
17. Salinas, Allen & Schmitt, LLP Rudy Salinas CPA	TR/ Email	rudy@sasllpcpa.com YZV	03/14/11	2300 W. Pike, Ste 201 Weslaco, Texas 78596 Tel: 956-968-2108

***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: MARCH 15, 2011	**PROPOSAL ACCEPTANCE TIME:** 9:30 A.M.

DESCRIPTION OF RFP: HIDALGO COUNTY - "PROFESSIONAL CONSULTANT SERVICES TO ASSIST, ASSESS, , REVIEW, AND FACILITATE THE COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES"

RFP NO: 2011-096-03-15-YZV	**BUYER:** Yolanda Velasquez

RFP	NAME OF COMPANY	ACKNOWLEDGEMENT RECEIPT
#1	Null-Lairson, PC.-Houston, Texas	√ Original/7CD's
#2	Godinez Communications-McAllen, Texas	√ Original/7CD's
#3		
#4		
#5		
#6		
#7		
#8		
#9		
#10		

SELECTION/EVALUATION/RANKING CRITERIA

Proposals w/Qualifications will be graded on a point system with emphasis on ability to service the County and experience in ability to assist-assess review and facilitate counties revenue and expenditure efficiencies in various public and private sectors, including but not limited to the following:

1. **EXPERIENCE/BACKGROUND - (30 POINTS)**
   a) Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources
   b) Provides sufficient professional background.
   c) Experience in local-area governmental/business relations and representation
   d) Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.
   e) Extent of experience.

2. **PROPOSER'S QUALIFICATIONS- (20 POINTS)**
   a) Met minimum of three (3) years of responsible experience in local –area government/business.
   b) Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources.

3. **COST - (25 POINTS)**
   a) Provides the required services at a reasonable cost.

4. **CAPACITY OF PERFORMANCE - (25 POINTS)**
   a) Provides appropriate evidence of adequate staffing
   b) Staffing level/experience of staff
   c) Adequacy of resources to perform these services
   d) References with contact names and telephone numbers
   e) Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposers solutions.

TOTAL POINTS = 100 POINTS

EXHIBIT "B"
RFP w/Q EVALUATION FORM

"PROFESSIONAL CONSULTING SERVICES TO ASSIST, ASSESS, REVIEW AND FACILITATE HIDALGO COUNTY'S REVENUE AND EXPENDITURE EFFICIENCIES IN VARIOUS PUBLIC AND PRIVATE SECTORS"
(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

Selection Criteria	**Minimum Points**	**Score**
1. EXPERIENCE/BACKGROUND 30 PTS		
➢ Experience in local-area government/business relevant to county revenue and expenditure efficiencies, private sector(s) and other sources.	10	
➢ Provides sufficient professional background.	5	
➢ Experience in local-area governmental/business relations and representation.	5	
➢ Knowledge of Texas County/Local Government, including knowledge of applicable statutes/regulations.	5	
➢ Extent of experience	5	
Comments/Rationale for points:	**TOTAL:**	_____
2. PROPOSER'S QUALIFICATIONS 20 PTS		
➢ Met minimum of three (3) years of responsible experience in local-area government/business	10	
➢ Experience relevant to county revenue and expenditure efficiencies, private sector(s) and other sources	10	
Comments/Rationale for points:	**TOTAL:**	_____
3. COST 25 PTS		
➢ Provides the required services at a reasonable cost	25	
4. CAPACITY OF PERFORMANCE 25 PTS		
➢ Provides appropriate evidence of adequate staffing.	5	
➢ Staffing level/experience of staff.	5	
➢ Adequacy of resources to perform these services.	5	
➢ References with contact names and telephone numbers.	5	
➢ Specific experience with public entity clients, especially local-area governments including problems experienced with those clients and Proposer's solutions	5	
Comments/Rationale for points:	**TOTAL:**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

AI-25771 **20.A.8.**

Pre-Paid (Post Tax) Voluntary Legal Services

CC REGULAR

Date:	03/21/2011
Submitted By:	Vangie Garcia, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Discussion, consideration and action on the following option in connection with: "RFP No: 2011-059-03-VYG-Pre-Paid (Post Tax) Voluntary Legal Services Project":

Due to the interest shown in the project (in the form of two (2) late proposals received), proceed to:

a) Reject the sole response received and re-advertise the project; or, in the altenative;,

b) Acceptance of the sole proposal received for the project from Prepaid Legal Services, Inc. and select a grading committee to evaluate and score same so as to continue to the next phase of the process (i.e. grid to determine if response is considered qualified for award).

BACKGROUND

Two (2) out of the three (3) proposals received were returned back to the participants due to proposals received late after the required time of 9:30 a.m. as stipulated in the RFP. Both vendors were notified via telephone and by email.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact on the County-cost will be on employee if individual participates on this voluntary product.

Attachments

Link: Participation Log

Link: Tabulation Log

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 01:31 PM	APRV

2	Budget & Management	Erika Zamora	03/16/2011 01:32 PM	APRV
3	Rosalinda Cantu	Rosie Cantu	03/16/2011 04:02 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:38 PM	APRV

Form Started By: Vangie Garcia Started On: 03/15/2011 04:17 PM

Final Approval Date: 03/17/2011

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
REQUIREMENTS/RFP PACKETS
RFB-RFP-RFQ

PROPOSAL ACCEPTANCE DATE: MARCH 2, 2011 RFP ACCEPTANCE TIME: 9:30 A.M.
DEPARTMENT/RFP DESCRIPTION: HIDALGO COUNTY-PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"
RFP NO.: 2011-059-03-02-VYG

NAME OF VENDOR: COMPANY/FIRM	RFP REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	ADDRESS & PHONE NO
1.Pre-Paid Legal Services, Inc.- Attn: Cristela E.Vargas/Amber Green	Emailed Emailed Fed Ex	proposals@pplsi.com vargas_c@prepaidlegal.com	02/14/11	One Pre-Paid Way Ada, Oklahoma 74820 956-792-9952 866-483-2168 956-318-3392
2. Dennis Carruth Attn: Celia	Emailed Mailed	carruthandassoc@aol.com	02/14/11	P.O. Box 4768 McAllen, Texas 78502 308 Nolana McAllen, Texas 78504 956-682-1023
3. TC Insurance Group, Inc. Attn: Theresa Christie	Emailed Fed Ex	tchristie@tcigi.com	02/16/11	10010 Park Place Avenue Riverview, FL 33578 Fax: 888-374-2491 Phone: 813-672-2500
4. Prime Vendor Inc. Attn: Iesha Clinton	Emailed Fed Ex	Bids17@prime-vendor.com	02/22/11	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403 800-746-9554-Phone 800-746-8307-Fax
5. Ramon Rosales	Emailed	apache52sr@yahoo.com	02/28/11	
6.				
7.				
8.				
9.				
10.				
11.				
12.				

***VIA: BIDDER LIST MAIL OUT (BLM) E-MAIL (EM)**
TELEPHONE REQUEST (TR) IN PERSON (IP)

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY	
BID OPENING DATE: MARCH 2, 2011	**BID OPENING TIME:** 9:30 A.M.
DESCRIPTION OF BID: "PRE-PAID (POST TAX) VOLUNTARY LEGAL SERVICES"	
BID NO: 2011-059-03-02-VYG	**Contract's Manager:** Vangie Y. Garcia

BID №	NAME OF COMPANY	ACKNOWLEDGMENT
#1	**Pre-Paid Legal Services, Inc.**	✓
#2	**Hyatt Legal Plans, Inc.** **1111 Superior Avenue** **Cleveland, Ohio 44114**	**2 BOXES RECEIVED** **LATE BID @ 9:43 A.M.**
#3	**Arag LLC** **400 Locust Street** **Des Moines, Iowa 50309**	**1 BOX RECEIVED** **LATE BID @ 9:42 A.M.**
#4		
#5		
#6		
#7		

AI-25776 **20.B.1.**

"On Call Engineering Services for Road & Bridge, CIP, Drainage Projects within Pct # 1

CC REGULAR

Date:	03/21/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 1

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Engineers for "On Call Engineering Services for Road & Bridge, CIP, Drainage Projects located within the precinct.

Total Scores	Guzman & Munoz Engineering	DBA Le Fever Environmental and Management	Cruz-Hogan Consultants, Inc
Evaluator 1	98	91	90
Evaluator 2	98	92	94
Average	98	91.5	92
Ranking			

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No.1 ranked firm of _____ for the provision of Engineering Services (on call engineering services for various projects Road and bridge, CIP, Drainage Projects located within Precinct No. 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** TBA

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

BUDGETARY IMPACT:

Funding will be identified once procurement process is completed and Pct. 1 identifies projects.

Attachments

Link: Grid

Link: Rec Letter

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/16/2011 10:27 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 10:43 AM	APRV
3	Ivan Cantu	Ivan Cantu	03/16/2011 12:18 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 02:46 PM	APRV

Form Started By: Nielda Cavazos Started On: 03/16/2011 07:50 AM

Final Approval Date: 03/17/2011

HIDALGO COUNTY PRECINCT NO 1
FOR
Engineering Services
"On-Call Engineer Services for various Road & Bridge, CIP, Drainage Projects"
Scoring & Evaluation
GRID

Engineering Services

Total Scores	Guzman & Munoz Engineering	DBA LeFever Environmental and Management	Cruz-Hogan Consultants, Inc
Evaluator 1	98	91	90
Evaluator 2	98	92	94
Average	98	91.50	92
RANKING			

*Scoring & Evaluation was completed by Pct No 1 and Purchasing *

COUNTY of HIDALGO

Joel Quintanilla
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

March 14, 2011

Martha Salazar
Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78538

Re: On- Call Engineer Selection Process

Dear Martha,

Please be advised that Precinct 1 has selected the firm of Guzman & Munoz Engineering for On- Call Engineering Services for various Road & Bridge, CIP, Drainage Projects located within the precinct.

Please place agenda item on the next Commissioner's Court meeting for ranking.

If you have any questions or concerns please contact me directly at 956-968-8733 ext. 1007.

Sincerely,

Noe Montez
Pct. 1

THE COUNTY OF HIDALGO

AI-25783 **20.C.1.**

Construction Material Testing Services

CC REGULAR

Date:	03/21/2011
Submitted By:	Nielda Cavazos, PURCHASING DEPT.
Submitted For:	Nielda Cavazos
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Prct. 2

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service/engineering services;

B. Presentation of scoring grid (for the purposes of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of Engineers for Material Testing Services in connection for (On an as needed basis) within Precinct No. 2 Road and Bridge projects;

Total Scores	RABA Kistner Engineering	L&G Engineering	Terracon Engineering
Evaluator 1	100	95	85
Evaluator 2	96	94	89
Average	196	189	174
Score	98	94.5	87
Ranking			

C. Authority for the Purchasing Department to negotiate a professional (Engineering Services) contract with the No.1 ranked firm of _____ for the provision of Material Testing Services (on an as needed basis) with in Precinct No. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:**

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

BUDGETARY IMPACT:

will identify funding as needed

Attachments

Link: GRID

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department (Originator)	Marty Salazar	03/16/2011 10:31 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 10:43 AM	APRV
3	Roland Garcia	Rolando Garcia	03/16/2011 03:09 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 02:05 PM	APRV
5	Dina Trevino	Erika Zamora	03/17/2011 02:11 PM	APRV

Form Started By: Nielda Cavazos Started On: 03/16/2011 08:55 AM

Final Approval Date: 03/17/2011

HIDALGO COUNTY PRECINCT NO 2
FOR
Construction Material Testing
Scoring & Evaluation
GRID

Engineering Services

Total Scores	RABA Kistner	L&G Engineering	Terracon Engineering
Evaluator 1	100	95	85
Evaluator 2	96	94	89
Average	196	189	174
Score	98	94.5	87
RANKING			

*Scoring & Evaluation was completed by Pct No 2 and Purchasing *

AI-25542 **20.D.1.**

Award /Purchase of Microcuvettes

CC REGULAR

Date:	03/21/2011
Submitted By:	PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department
Sub-category:	WIC

Information

CAPTION

Recommending award of bid and approval of contract to lowest bidder meeting all specifications/requirements attached hereto for Hidalgo County WIC Program-"Purchase of Microcuvettes"RFB No.: 2011-015-02-16-SMA

BACKGROUND

1. Current contract will expire on March 29, 2011.
2. New contract to commence on March 30, 2011.
3. Recommended vendor is Stanbio Laboratory.
4. Contract Document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1292-441-00-350-001-1-604

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

BUDGETARY IMPACT:

Funds available $182,728.38 as of 03/15/11

Attachments

Link: Packet to award

Link: Contract

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/16/2011 10:19 AM	APRV
2	Budget & Management	Erika Zamora	03/16/2011 10:31 AM	APRV
3	Erika Zamora	Erika Zamora	03/16/2011 03:27 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 12:15 PM	APRV
5	Dina Trevino	Erika Zamora	03/17/2011 12:28 PM	APRV

Form Started By: Sandy Suarez Started On: 03/01/2011 09:06 AM

Final Approval Date: 03/17/2011

PURCHASING DEPARTMENT
County Of Hidalgo

M E M O R A N D U M

RECEIVED
FEB 28 2011
By C. 10:17m

TO: Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Margarita Gonzalez
Administrative Assistant

FROM: Sandra Montalvo, Buyer II (sgs)
Hidalgo County Purchasing Department

DATE: February 17, 2011

RE: **Bid No. 2011-015-02-16-SMA**
HIDALGO COUNTY WIC PROGRAM-"MICROCUVETTES"

Attached you will find copies of two (2) bid responses received for the above referenced project. Please review. We will need to present this on the next Commissioner's Court Meeting; therefore, we would like to have your response on or before the following deadline.

Please acknowledge by signing below, of your concurrence to award to the low bidder meeting all specifications/requirements and return to the Purchasing Dept. **via fax to (956)-318-2629 or (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us by no later than** Friday, ~~March~~ 25, 2011 @ :300 P.M. in order to place this item on the agenda for next Commissioners Court Meeting, Tuesday, March 08 2011.

any concerns on the space provided below

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4865

COMMENTS/CONCERNS:
BUDGET ACCOUNT #: 1.1292.441.00.350.001.1.604

Norma L. Longoria — Norma L. Longoria — WIC Program — 2/25/11

Authorized Signature | Printed Name | Department | Date

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County WIC Program

BID OPENING DATE: FEBRUARY 16, 2011	**OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: PUCHASE OF MICROCUVETTES

BID NO: 2011-015-02-16-SMA

	NAME OF COMPANY	Samples Submitted	Unit price	TOTAL COST
1.	Stanbio Laboratory (HemoPoint H2 ystem)	Yes	$ .73	$146.00 200/box
2.	HemoCue, Inc.	Yes	$ .80	$160.00 200/box
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: February 16, 2011 **BID OPENING TIME:** 9:30 A.M

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY WIC PROGRAM- "PURCHASE OF MICROCUVETTES"

BID NO: 2011-015-02-16-SMA

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.) Hemo Cue, Inc. Attn: Jodi Tucker	EM	Sandra Montalvo	01/31/11	40 EMPIRE DR. LAKE FOREST, CA 92630 (O) 800-881-1611 (F) 949-859-3080 Jodi@hemocue.com
2). McKesson Medical-Surgical Attn: Therese Mugge	EM	Sandra Montalvo	01/31/11	8121 TENTH AVENUE NORTH GOLDEN VALLEY, MN 55427 (P) 800-328-8111 EXT 6133 (F) 800-237-9766 Therese.mugge@mckesson.com
3.) Stanbio Laboratory Attn: Sean Dattoli or Pat Breheny	EM	Sandra Montalvo	01/31/11	1261 North Main Street Boerne, Tx 78006 866-249-0772 210-381-1305 cell 830-249-0851 fax sdattoli@stanbio.com- patbreheny@stanbio.com
4.) Accion Rehab Inc. Attn: Rick Silva	EM	Sandra Montalvo	01/31/11	213 N. 15TH STREET MCALLEN, TX 78501 956-630-5881 office ricksilva2@yahoo.com rsilva@accionrehab.com
5.) Henry Schein Attn: Hector Rodriguez	EM	Sandra Montalvo	01/31/11	28 Fresno Drive Edinburg, Tx 78539 956-457-3111 (cell) 956-380-6968 (fax) hector.rodriguez@henryschein.com
6.) Quality Medical Supplies Attn: Armando Rodriguez	EM	Sandra Montalvo	01/31/11	805 N. Cage, Suite F Pharr, Tx 78577 956-624-7020 (cell) 956-283-8703 office qualitymedicalsupply@yahoo.com
7.) National Environmental, Inc. D/B/A Buy Indian Medical Attn: Alan Kraimer	EM	Sandra Montalvo	01/31/11	P.O. BOX 71582 Marietta, GA 30007 770-354-9203 office 408-790-1305 fax akraimer@aol.com
8.) Divine International Consulting Service, Inc. Attn: Rodly Youyoute	EM	Sandra Montalvo	01/31/11	3301 NE 1st Ave, Ste LPH3 Miami, FL 33137 877-880-4381 toll free 786-312-1489 office ryouyoute@divinevisual.net www.divinevisual.net
9.) Prescription Supply Attn: William VanMetre	EM	Sandra Montalvo	01/31/11	11720 Marksberry Lane Unit D Cincinnati, Ohio 45249 888-807-2641 toll free 513-353-4946 office & home 513-353-0538 fax wvanmetre@prescriptionsupply.com
10.) SMC DIRECT LLC Attn: David Haviv	EM	Sandra Montalvo	02/01/11	143 Wagner Rd. Evans City, PA. 16033 P#800-521-1635 F#800-521-1635 mdhaviv@hotmail..com

10.) NATIONAL ENVIRONMENTAL, INC. dba BUY INDIAN MEDICAL Attn: Alan Kraimer	EM	Sandra Montalvo	02/08/11	P.O. Box 71582 Marietta, GA. 3007 P#800-965-7789 F#408-790-1305 P#770-354-9203 akraimer@gmail.com
10.) MOORE MEDICAL Attn: Bonnie Irish	EM	Sandra Montalvo	02/08/11	Bids & Quotes 1690 New Britain Ave. Farmington, CT. 06034-4066 P#800-234-1464 x 5393 F#877-354-5916 B.irish@mooremedical.com
10.) EMEDRX Attn: Satonya L. Booker	EM	Sandra Montalvo	02/08/11	12163 Bridgeton Sq. Drive Bridgeton, MO 63044 P#314-291-3633 C#314-605-6375 stonyabooker@gmail.co,
10.) INTEGRA REALTY RESOURSES-HOUSTON Attn: Craig Young	EM	Sandra Montalvo	02/08/11	5718 Westheimer Ste 1100 Houston, TX. 77057 P#713-243-3379 cyoung@irr.com
11) MEDICAL STUDENTS EQUIPMENT SOURCE Attn: Kim Cathro	EM	Sandra Montalvo	02/09/11	1720 Villa CT Corinth, TX. 76210 C#817-919-5057 Kimco4@gmail.com
12) Prime Vendor Inc. Attn: Leslie Hennessee	EM	Sandra Montalvo	02/09/11	4622 Cedar Ave, Ste 123 Wilmington, N.C. 28403-4429 P#800-746-9554 F#800-746-8307 Bids17@prime-vendor.com
13) PRODUCTS UNLIMITED, INC. Attn: Megan Prcin	EM	Sandra Montalvo	02/09/11	PO Box 339 Justin, TX. 76247 P# 940-648-3073 x 109 F#940-648-3407 megan@products-unlimited.com
14) Garcia Quintanilla & Palacios Attn: Isaac Tawil	EM	Sandra Montalvo	02/08/11	5526 N. 10th str McAllen, TX. 78504 P# 682-9477 Isaac@gqplaw.com
15)				

*VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

REQUIREMENTS AGREEMENT
C-11-015-03-21

THIS AGREEMENT (the "Agreement") is entered into as of the 21^{s1} day of March, 2011 by and between Stanbio Laboratory, LP ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply ofits requirements of **"Purchase of Microcuvettes",** 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 two years; 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 ofwhich 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 **"Purchase of Microcuvettes,"** in the areas of Hidalgo County projects for a period of two (2) yer commencing March 30, 2011 and ending March 29, 2012 and may be extended with the County's sole discretion for an additional one (1) year period, 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 o f 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
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Stanbio Laboratory
Attn: Pat Breheny, Public Health Manager
1261 North Main Street
Boerne, Texas 78006

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:_____
Ramon Garcia, 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

January 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"Purchase of Microcuvettes"**
Bid No: 2011-015-02-16-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY WIC PROGRAM
"Purchase of Microcuvettes"
Bid No: 2011-015-02-16-SMA

1. Request For Bid Letter, consists of __1__ page.
2. Request for Bid, Legal Notice, consisting of__8__ pages.
3. Exhibit "A" Specifications, consisting of__3__ pages.
4. Exhibit "B" Bid Page, consists of__1__ page.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.
7. Vendor/Bidder Application and W-9 form, consisting of__7__ pages.
8. Certification Regarding Debarment, consists of __1__ of page.
9. Draft Requirements Agreement, consisting of __5__ pages.

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB
Purchasing Agent

January 31, 2011
Date

Bid No: 2011-015-02-16-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM "PURCHASE OF MICROCUVETTES"

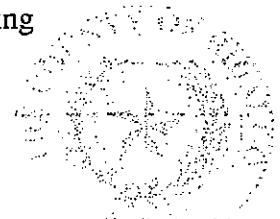
BID OPENING DATE:

February 16, 2011 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

956 318-2626



1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM– "PURCHASE OF MICROCUVETTES"** 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: **"RFB-2011-015-02-16-SMA- HIDALGO COUNTY WIC PROGRAM – "PURCHASE OF MICROCUVETTES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, February 16, 2011. 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-2011-015-02-16-SMA-HIDALGO COUNTY WIC PROGRAM-PURCHASE OF MICROCUVETTES."**

   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 to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **"HIDALGO COUNTY WIC PROGRAM– "PURCHASE OF MICROCUVETTES"** 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 WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
956-381-4646

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**February 16, 2011**
Award of Contract	_____ 2011
Commence Work or Deliver Products	_____,2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT(if applicable):**

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

23. Minimum Standards For Responsible Prospective 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 (30) 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 WIC PROGRAM
"PURCHASE OF MICROCUVETTES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

SPECIFICATIONS/REQUIREMENTS

Hidalgo County WIC Program is accepting bids from vendors selling original equipment manufacturers. All items will be on an **"as-needed basis only"** there is no guaranteed annual volume.

SCOPE

The successful supplier shall furnish and deliver, fob inside, to the WIC Program, products and/or services listed below until all items ordered prior to the expiration date have been satisfactorily delivered and accepted.

SPECIFICATIONS/REQUIREMENTS/:

1. Hemoglobin Microcuvettes must be a plastic sampling device containing sodium desoxycholate, sodium azide and sodium nitrate.

2. Delivery must be made within five (5) days maximum from the date order is placed.

3. Providing original manufacturer items.

4. Stock the necessary material in order to be able to provide any item within 24 hours as an Emergency.

5. **SAMPLES MUST BE SUBMITTED WITH BID.**

6. Open vials to have shelf life of approximately 90 days and unopened vials to have shelf life of approximately two (2) years.

7. Microcuvettes must be compatible with the Hempoint H2-Hemoglobin Test Systems or comparable testing machine, which is used in all WIC clinics sites.

8. Must have the capability to store dry at a room temperature (59-86 degree F, 15-30 C.)

9. The CLIA waived Hempoint H2-Hemoglobin test system or comparable testing system consist of the Hemocue 201-Hemoglobin analyzer or comparable analyzer and the hemoglobin Microcuvettes. Any modifications by the laboratory to the test system or the FDA approved test system instructions will result in the test no longer meeting the requirements for waived testing.

TERMS & CONDITIONS:

1. Term of contract is for two (2) years period with County's option to extend the contract for an additional year.

2. 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.

3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(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 award to multiple vendors if the County determines it is in its best interest to do so.

6. Any contract awarded to a successful bidder will be in effect until;
   a) The contract expires
   b) Delivery acceptance of products and/or performance of services ordered, or
   c) Terminated by County with thirty (30) days written notice prior to be cancellation.

7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.

8. Have been in business for at least two years.

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

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders

received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, February 09, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, February 11, 2011 by 5:00 p.m.

EXHIBIT "B"

Bid Page

Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	QUANTITY	UNIT PRICE	TOTAL COST
Microcuvettes	_____/box	$	$

DRAFT

BIDDER'S /COMPANY NAME:_____

ADDRESS: _____

CITY:_____ STATE:_____ ZIP CODE_____

PHONE No. _____ FAX No._____

SIGNATURE OF AUTHORIZED PERSON: _____

PRINTED NAME:_____ TITLE: _____

EMAIL ADDRESS:_____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

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

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: ____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL *30* DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____
Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

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

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) Less than 125,000 annual gross receipt — Black American — Native American Less than 250,000 annual gross receipt — Hispanic American — Women Less than 499,000 annual gross receipt — Asian Pacific American — Other More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: Yes No Indicate Certification No.(s):_____ or are Certificate(s) attached?: Yes No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: Yes No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

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

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): Texas Building & Procurement Commission ☐ other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
			–			–		

or

Employer identification number
			–					

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

CERTIFICATION REGARDING DEBARMENT

HIDALGO COUNTY

REQUEST FOR SEALED QUOTES
"Bio-Hazardous Medical Waste Disposal Services"

RFSQ No. 2010-364-11-17-SMA

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

BID PAGE

EXHIBIT "B"
Bid Page
Hidalgo County WIC Program
"Purchase of Microcuvettes"
BID No. 2011-015 02-16-SMA

OPENED 9:53 2-16-2011 Witnessed

Unit price for Microcuvettes as requested, but not limited to, in the Specifications as listed in Exhibit "A" of this document and under the terms and conditions described for the following, **FOB Edinburg, TX.**

DESCRIPTION OF PRODUCTS	QUANTITY	UNIT PRICE	TOTAL COST
Microcuvettes	200 /box	$ .73¢	$ 146.00

Price will cover warranty on current meters (10 only) for term of contract.

BIDDER'S /COMPANY NAME: STANBIO LABORATORY

ADDRESS: 1261 North MAIN Street

CITY: Boerne STATE: TX ZIP CODE 78006

PHONE No. 816-782-6246 FAX No. 830-249-0851

SIGNATURE OF AUTHORIZED PERSON: Pat Breheny

PRINTED NAME: PAT BREHENY TITLE: Public Health MANAGER

EMAIL ADDRESS: pbreheny@stanbio.com

EXHIBIT "C"

CERTIFICATE OF INSURANCE

Client#: 88156 25STANLAB1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2010

PRODUCER
BBVA Compass Ins. Agency, Inc.
7550 IH-10 West, Suite 700
San Antonio, TX 78229-5820
210 366-0671

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
Stanbio Laboratory, LP
1261 N. Main St.
Boerne, TX 78006

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: FEDERAL INSURANCE COMPANY	
INSURER B: CHARTER OAK FIRE INS. CO	
INSURER C: THE STANDARD FIRE 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	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	35786026	05/15/10	05/15/11	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$10,000
		[X] BI/PD Ded: $10,000				PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$2,000,000
A		GEN'L AGGREGATE LIMIT APPLIES PER:	35786027	05/15/10	05/15/11	PRODUCTS - COMP/OP AGG	$5,000,000
		[X] POLICY [ ] PRO-JECT [ ] LOC					
B		AUTOMOBILE LIABILITY	BA0969R072	05/15/10	05/15/11	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[X] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[X] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY	79812469	05/15/10	05/15/11	EACH OCCURRENCE	$4,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$4,000,000
							$
		[ ] DEDUCTIBLE					$
		[ ] RETENTION $					$
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	HCUB0887R90810	05/15/10	05/15/11	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$1,000,000
						E.L. DISEASE - POLICY LIMIT	$1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Hidalgo County is Additional Insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L Salazar, CPPB,
Purchasing Agent
2802 S. Bus. 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 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
Jane O'Gabriele

© ACORD CORPORATION 1988

AI-25718 **20.E.1.**

Rescind BCAP Amendment No.1 to Work Authorization No.4 Morning Sun Subdivision

CC REGULAR

Date:	03/21/2011
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

A. Recommending to rescind action taken on Agenda Item # 25353 (CC 3/01/11)-"Amendment to Work Authorization No.4" to C-CAP-08-023-09-02 between Hidalgo County and Raba-Kistner Consultants, Inc. to replace Exhibit "D" with Revised Exhibit "D" resulting in an increase of $150.89 because of error submitted by vendor on Revised Exhibit D;

B. Requesting approval of corrected "Amendment to Work Authorization No. 4" to CAP-08-023-09-02 between Hidalgo County and Raba-Kistner Consultants, Inc. to replace with the Revised Exhibit "D" resulting in an increase of $1,960.49 in the estimated amount.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 1 **ACCT. #:** 1-1311-431-00-122-484-1-339

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

BUDGETARY IMPACT:

Pending LIT AI-25715 3/21/11 for $1,245.40

account balance is $715.09

Attachments

Link: amendment to wa4 to c.cap.08.023.09.02 .m.sunsubd.25718

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Yvette Islas	Yvette Islas	03/15/2011 09:30 AM	APRV
2	Purchasing Department	Marty Salazar	03/16/2011 09:42 AM	APRV
3	Budget & Management	Erika Zamora	03/16/2011 10:00 AM	APRV
4	Roland Garcia	Rolando Garcia	03/16/2011 12:34 PM	APRV
5	Auditor's Office	Linda Fong	03/17/2011 11:54 AM	APRV

Form Started By: Marcie Jackson

Started On: 03/10/2011 02:49 PM

Final Approval Date: 03/17/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT NO. 1
TO WORK AUTHORIZATION NO. 4
CONTRACT NO. C-CAP-08-023-09-02

This AMENDMENT to the Exhibit " D" of Work Authorization No. 4 of the contractor between **RABA-KISTNER CONSULTANT, INC.**, (the "Enginer") and **Hidalgo County** (the "county"), effective the _____ day of _____, is made between the Engineer and the County, (the "Amendment"), as follows:

WHEREAS, Engineer and County entered into an agreement on September 15, 2009 in which the engineer agreed to provide construction material testing for 2nd Call Colonia Access Program projects: El Charro No. 2, **Morning Sun Subdivision**, Pentecostal Subdivision, and Southside Subdivision, Projects are located in Precinct No. 2.

WHERAS, the parties now desire to amend the projects in which the engineer may perform the services.

WHERAS, the parties desire to amend the agreement Exhibit "D" as hereinafter provided.

NOW THEREFORE, for and in consideration of the tasks performed by Engineer and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Authorization Attachment "D", Engineer and County hereby agree to the following Amendment to the Agreement Exhibit "D"

Replace Attachment "D" with the Revised "Attachment "D".

2. Except as modified herein, all terms and conditions of the Agreement, as amended, remain in full force and effect. Engineer and County ratify and confirm the terms and provisions of the Agreement as amended.

EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY:

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

Raba-Kistner Consultants, Inc.:

_____
Dennis C. Charkow

Revised
"Exhibit "D"

HIDALGO COUNTY PRECINCT NO. 2

Contract No. C-CAP-08-023-09-02

WORK AUTHORIZATION NO. 4 – TOTAL AMOUNT BREAKDOWN

Proposal No.	Project Description	Previous Estimated Amount	Current Estimated Amount
PMD10-137-01	El Charro No.2	$8,859.84	$8,859.84
PMD10-132-00	**Morning Sun Subdivision**	**$1,284.91**	**$3,245.40**
PMD11-023-00	Pentecostal Subdivision	$1,219.79	$1,219.79
PMD11-024-00	South Side Subdivision	$2,000.30	$2,000.30
	TOTAL AMOUNT:	**$13,364.84**	**$15,325.33**

AI-25777 **20.F.1.**

HCSO-Award of Bid & Lease Agreement for: "Lease of Tower Space"
CC REGULAR

Date:	03/21/2011
Submitted By:	Letty Saenz, PURCHASING DEPT.
Submitted For:	Marty Salazar
Department:	PURCHASING DEPT.
Agenda Category:	Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

Recommending award of bid and approval of lease agreements to bidder: O.E. INVESTMENTS, LTD, meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office for: the "Lease of Tower Space"-Bid No. 2011-026-01-12-ERT.

BACKGROUND

Sheriff's Office Recommendation w/Bid Tab
Lease Agreement #C-11-026-03-21-O. E. Investments, Ltd

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-421-00-280-001-0-441

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

BUDGETARY IMPACT:

Available balance as of 3-17-11 $24,900.00

Initial lease term $ 2,200 per month for a one (1) year period.

The rental amount during the Renewal term, if Lessee exercises its renewal options, shall increase every year as described on Exhibit B-Bid page 1, 2, and 3

Attachments

Link: lease agreement-C-11-026-03-21-O E Investments Ltd-HCSO

Link: Email-Approved by Legal Counsel-C-11-326-03-21

Link: bid

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	03/17/2011 07:42 AM	APRV
2	Budget & Management	Erika Zamora	03/17/2011 07:47 AM	APRV
3	Manuel Chapa	Manuel Chapa	03/17/2011 12:08 PM	APRV
4	Auditor's Office	Linda Fong	03/17/2011 02:45 PM	APRV

Form Started By: Letty Saenz

Started On: 03/16/2011 07:50 AM

Final Approval Date: 03/17/2011

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE AGREEMENT
C-11-026-03-021

THIS AGREEMENT is made and entered into this 21st day of **March, 2011** by and between **O. E. INVESTMENTS, LTD.,** 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" and Exhibit "A-2", hereto, in Hidalgo County, Texas (hereinafter referred to as the "Property").

ARTICLE 2. LEASE TERM

Term

2.01 This lease shall be a term of **one (1) year** hereinafter referred to as the "initial lease term" commencing on **March 1, 2011** and expiring on **February 29, 2012**; 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 **nine (9) additional one (1) year terms** (the "Renewal Term(s) as stated in the Request for Bid (RFB) Procurement Packet in Exhibit "A", under the same terms and conditions set forth in this Agreement except that the rent amount for the Property shall be established as proposed by Lessor in Exhibit "B" (the "Bid Page") and which was accepted by County. 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.

Holdover

2.03 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 2.03 shall not be construed as Lessor's consent for Lessee to hold over.

Voluntary Termination

2.04 Lessee may terminate this Contract at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Lessor.

Commitment of Current Revenues Only

2.05 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon sixty (60) days written notice to Lessor. Lessee 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 Lessee pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

ARTICLE 3. RENT

Monthly Rental

3.01 Lessee agrees to and shall pay to Lessor as rent for the use and occupancy of the Property during the initial lease term the sum of **Two Thousand Two Hundred Dollars ($ 2,200.00)** per month for a **one (1) year period**. The rental amount during the Renewal Term, if Lessee exercises its renewal options, shall increase every year thereafter as described and attached hereto **Exhibit B-Bid Page 1, 2 & 3** during the nine (9) one (1) year renewal terms. Each Rental payment shall be due in advance on the first day of each month during the term of the lease, beginning on, **March 1, 2011** 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.

3.02 Lessor also leases to Lessee approximately twenty (20) square feet of the interior of that certain air conditioned, solid concrete building with generator backup located on the property described on Exhibit A-2 (the "Equipment Building") for location of Lessee's transmitter and other ancillary equipment. Lessor grants Lessee unlimited access to the Equipment Building twenty-four hours of the day, seven days a week during the term of this Lease.

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 **March 1, 2011** 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, Ltd.
Attn.: Othal E. Brand, Jr.
P. O. Box 4408
Mc Allen, Texas 78502

LESSEE
County Of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
1615 South Closner, Suite J
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 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 _____, 2011.

APPROVED AS TO FORM:
Atlas & Hall, .LL.P.

By:_____
Stephen L. Crain, Attorney

LESSEE:
County Of Hidalgo

By: _____
Ramon Garcia, County Judge

LESSOR:
O.E. Investments, Ltd

By:_____
Othal E. Brand, Jr., President/CEO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

December 28, 2010

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids –**"LEASE OF TOWER SPACE"**
Bid No: 2011-026-01-12-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
Bid No: 2011-026-01-12-ERT

1. **Request For Bid Letter, consisting of 1 page.**
2. **Request for Bid, Legal Notice, consisting of 8 pages.**
3. **Exhibit "A" Specifications consisting of 4 pages.**
4. **Exhibit "B" Bid Page consisting of 3 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment consist of 1 page.**
10. **Draft Lease Agreement, consisting of 12 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 28, 2010
Date

2810 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-026	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"LEASE OF TOWER SPACE"

BID OPENING DATE:

JANUARY 12, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "LEASE OF TOWER SPACE"** 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-2011-026-01-12-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 12, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2011-026-01-12-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE – "LEASE OF TOWER SPACE".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind

and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

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

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

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "LEASE OF TOWER SPACE"** 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 Sheriff's Office
Attn: Myra Montoya
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 12, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

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

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

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

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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

A. Meet schedules;

B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

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

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 -- New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

Exhibit "A"

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
RFB. No. 2011-026-01-12-ERT
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 and tower provider shall attach a copy of each F.C.C. Antenna Site Registration.

8). Tower site shall be an existing site or a new site, with construction to be completed and ready for installations of equipment, meeting all city, county, state, and federal standards by the 1st day of January, 2011. Tower site must be geographically located within 2 nautical miles of the following:

Latitude	Longitude
26-20-26.2N	98-13-58.4W

This is essential to ensure County Wide radio coverage for mobile radio, portable radio and 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.

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 Hidalgo County employees and contracted agents of Hidalgo County shall have at all times rights of ingress and egress to the property for the purpose of installing, maintaining and repairing Hidalgo County's equipment subject to the lessor's approval/disapproval.

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). Lessor must submit property legal description and a warranty deed.

20). Vendor must provide bid on initial term including all renewal terms.

21.) Bid award will be based on a total lump sum basis to the lowest bidder meeting all requirements and specifications.

22). Hidalgo County Sheriff's Office shall be allowed to replace current existing equipment used on the property with the prior written consent of awarded bidder without experiencing an increase in monthly rental costs. However, In the event, Hidalgo County Sheriff's Office desires to add "new" equipment to the property currently not in place at Hidalgo County Sheriff's Office expense, Hidalgo County Sheriff's Office shall also seek the prior written consent of awarded bidder, and awarded bidder shall submit a written proposal to Hidalgo County Sheriff's Office of the additional rental costs associated with the new equipment. If the parties reach an agreement for additional rental costs due to the addition of new equipment, then the new equipment may be added.

Equipment to be installed at tower site

Hidalgo County Sheriff's 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.

Two Macom transmitter's serial numbers 98775246 and 98775247
Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A
One transmit antenna combiner
One Motorola MSR-2000 serial number 482CRG0227
One data radio transmitter serial number 12343

Premises:
Tower Space(s) at the elevation of 480, 480, 400, 275 feet on an approximately 480 foot transmission tower located at Latitude 26 ^{0} 20" 26' and Longitude 98 ^{0} 13" 58', together with the nonexclusive 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.

Frequencies:

-TX 155.625	-TX 155.730	-TX 155.370	-TX 453.100
RX 154.770	RX 154.815	RX 154.950	RX 458.100
		RX 155.370	

Terms and Conditions:

1). The initial term of the lease contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for nine (9) additional one (1) year terms.

2). 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 unforeseen delay in the procurement process.

3). Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

4). 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.

5). After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement,

Hidalgo County erves the right to seek the services m the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

6). 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 Lessee, The coverages under such policy or policies shall provide for coverage in an amount reasonably required by Lessee 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.

7). 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 Lessee 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 Lessor.

8). The awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, January 5, 2011 by 5:00 P.M.. Responses to said inquiries will be sent to all applicants via facsimile by no later than, January 7, 2011 by 5:00 p.m.

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID No: 2011-026-01-12-ERT
Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 1st term of 1 year (12 months)	
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 2nd term of 1 year (12 months)	
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 3rd term of 1 year (12 months)	
4th 1 year term:	
Description	**Bid Amount**

Total cost per month	
Total cost for 4th term of 1 year (12 months)	

5th 1 year term:

Description	**Bid Amount**
Total cost per month	
Total cost for 5th term of 1 year (12 months)	

6th 1 year term:

Description	**Bid Amount**
Total cost per month	
Total cost for 6th term of 1 year (12 months)	

7th 1 year term:

Description	**Bid Amount**
Total cost per month	
Total cost for 7th term of 1 year (12 months)	

8th 1 year term:

Description	**Bid Amount**
Total cost per month	
Total cost for 8th term of 1 year (12 months)	

9th 1 year term:

Description	Bid Amount
Total cost per month	
Total cost for 9th term of 1 year (12 months)	
10th 1 year term:	
Description	**Bid Amount**
Total cost per month	
Total cost for 10th term of 1 year (12 months)	
Grand Total	
Description	**Bid Amount**
Total Cost for 10 years (120 months)	
FCC Antenna Site Registration #	

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

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

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

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

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

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

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 ☐ OWNERS PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ ☐ OCCUR CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE-EA EMPLOYEE $ E.L. DISEASE POLICY LIMIT $
	OTHER				

SAMPLE

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

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

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

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

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

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

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

  Automobile Liability: $_____ General Liability: $_____

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

_____ _____.
Authorized Representative Date

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

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

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

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

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

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

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

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

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

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

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

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

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

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

_____

Name of Officer

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 08/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

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

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

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

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

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

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

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

Social security number
___ ___ ___ - ___ ___ - ___ ___ ___ ___

or

Employer identification number
___ ___ - ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

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

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

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

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

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

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

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

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

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

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

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 indicated 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 verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "A-1"

LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF EDINBURG, TEXAS

That space located 498 feet above ground level (AGL) or 613 feet above mean sea level (AMSL) on that certain tower located in Edinburg, Texas on that certain property more particularly described in Exhibit A-2 attached hereto.

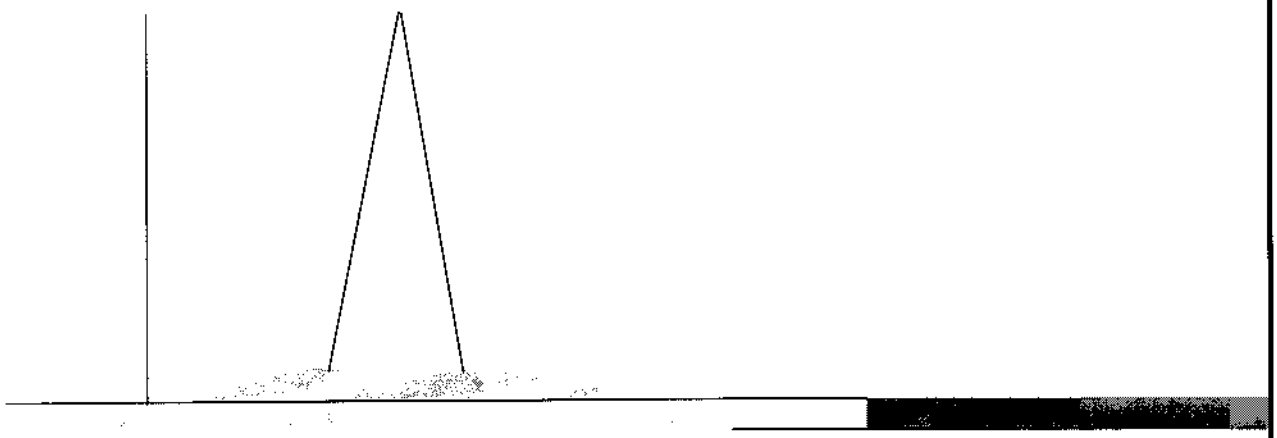
UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION

ANTENNA STRUCTURE REGISTRATION

Part 17 of the FCC rules requires you to: (1) immediately provide a copy of this registration to each FCC licensed tenant of your structure (although not required, you may want to use Certified Mail to obtain proof of receipt); and, (2) display the Registration Number in a conspicuous place visible near the base of the structure (unless a government entity objects, in writing, to the display near a historic landmark). SEE INFORMATION ON REVERSE.

Owner: O E INVESTMENTS INC O E BRAND JR PO BOX 4408 MCALLEN TX 78502-4408	Registration Number: 1062608 Issue Date: 05/21/99
Location of Antenna Structure: FM 1925 & ROOTH RD EDINBURG TX	Ground Elevation: 35.0 meters Overall Height Above Ground (AGL): 152.0 meters
Latitude Longitude N26-20-26 W098-13-58 NAD 27	Overall Height Above Mean Sea Level (AMSL): 187.0 meters
Painting and Lighting Requirements: FCC Paragraphs 1, 3, 4, 13, 21 attached Special Conditions:	

FCC 854R
January 1999



	From meters	Approx feet		
Ground Elevation =	35	115		
Above Ground =	152	498		
Total Above Sea =	187	613	LF	Linear Feet

Antenna Structure Registration

ASR Registration Search

Registration 1062608

HELP

New Search | Return to Results | Printable Page | Reference Copy

Registration Detail

Reg Number	1062608	Status	Constructed	
File Number	A0073158	Constructed	01/01/1987	
FAA Study	87-ASW-0746-OE	EMI		No
FAA Issue Date	06/02/1987	NEPA		No

Antenna Structure

Structure Type TOWER - Free standing or Guyed Structure used for Communications Purposes

Location (in NAD83 Coordinates - Convert to NAD27)

Lat/Long	26-20-26.0 N 098-13-58.0 W	FM 1925 & ROOTH RD
City, State	EDINBURG , TX	
Center of AM Array		

Heights (meters)

Elevation of Site Above Mean Sea Level	Overall Height Above Ground (AGL)
35.0	152.0
Overall Height Above Mean Sea Level	Overall Height Above Ground w/o Appurtenances
187.0	146.0

Painting and Lighting Specifications

FCC Paragraphs 1, 3, 4, 13, 21

Owner & Contact Information

FRN	Licensee ID
Owner	
O E INVESTMENTS INC P.O. Box 4408 MCALLEN , TX 78502-4408	P: (956)793-0103 E:
Contact	
	P: E:

Last Action Status

Status	Constructed	Received	03/24/1999
Purpose	New	Entered	03/25/1999
Mode	Mail In (Manual)		

Related Applications

03/24/1999 A0073158 - New (NE)

Comments

Comments

None

Automated Letters

None

ASR Help	ASR License Glossary - FAQ - Online Help - Documentation - Technical Support
ASR Online Systems	TOWAIR- CORES/ASR Registration - ASR Online Filing - Application Search - Registration Search
About ASR	Privacy Statement - About ASR - ASR Home
Registration Search	By Registration Number SUBMIT

EXHIBIT "A-2"

PROPERTY LEGAL DESCRIPTION

LEASE OF TOWER SPACE IN THE CITY OF EDINBURG, TEXAS

VOL 2326 PAGE 184

176125

101654

OFFICIAL RECORDS

WARRANTY DEED

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

KNOW ALL MEN BY THESE PRESENTS:

Correct adj Key Antenna Structure Registration

That WE, WILLIAM E. CHEATHAM and wife, JULIA CHEATHAM, of the County of Pima and State of Arizona for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged,

has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto

O. E. INVESTMENTS, INC.

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

The South 11.72 acres of the North 31.72 acres of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and M Subdivision, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, together with the existing fruit crop now growing on the above described property.

SUBJECT TO THE FOLLOWING:

(1) Reservation of all oil, gas and other minerals, except as to 1/8 of 1/8, non-participating royalty interest contained in deeds dated May 20, 1961, recorded in Volume 1008, Page 92, and dated May 5, 1966, recorded in Volume 1144, Page 879, Deed Records, Hidalgo County, Texas.
(2) Easement for RIGHT OF WAY granted to J. ARTHUR DAVIS, as set forth in instrument recorded in Volume 839, Page 237, Deed Records, Hidalgo County, Texas.
(3) Easement for RIGHT OF WAY granted to SHARYLAND WATER SUPPLY CORPORATION, as set forth in instrument recorded in Volume 1639, Page 236, Deed Records, Hidalgo County, Texas.
(4) Easement for RIGHT OF WAY granted to MAGIC VALLEY ELECTRIC COOPERATIVE, INC., a Texas Corporation, as set forth in instrument recorded in Volume 1799, Page 285, Deed Records, Hidalgo County, Texas.
(5) Easements, Rules, Regulations and Rights in favor of Hidalgo County Irrigation District No. 1.
(6) Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
(7) Taxes for the year 1986 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 1st day of August, 1986.

William E. Cheatham
WILLIAM E. CHEATHAM

Julia A. Cheatham
JULIA A. CHEATHAM

EXHIBIT
3362

Property legal description

A 13.20 acre tract of land, more or less, out of a 21.72 acre tract out of the combined Lot Eleven (11), Block Four (4) and all of Block Two (2), M and M Subdivision, Hidalgo County, Texas, according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes, said tract being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land, said point being in Rooth Road and located South 9 degrees 01 minute West, 324.97 feet from the Northeast corner of Block 2;

THENCE, with the East line of Block 2, in Rooth Road, South 9 degrees 01 minute West 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 degrees, 12 minutes West, at 20.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 degrees 01 minute East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

THENCE, with the North line of the 21.72 acre tract, South 80 degrees 13 minutes East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Cooperative easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING, containing 13.20 acres of land, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right of way.

Reservations From and Exceptions to Conveyance and Warranty:

a. Zoning and building ordinances in favor of the City of McAllen;

b. Statutory rights, rules, regulations, easements and liens in favor of Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code;

c. Easements and reservations as shown according to the map or plat thereof recorded in Volume 8, Page 20, Map Records, Hidalgo County, Texas;

d. Easements, or claims of easements, which are not recorded in the public records;

e. Right of way easement granted to J. Arthur Davis, recorded in Volume 834, Page 237, being Document No. 14933, Deed Records, Hidalgo County, Texas;

f. Right of Way easement granted to Sharyland Water Supply Corporation,

recorded in Volume 1639, Page 236, being Document No. 28806, Deed Records, Hidalgo County, Texas;

g. Right of way easement granted to Sharyland Water Supply Corporation, recorded in Volume 1641, Page 57, being Document No. 30348, Deed Records, Hidalgo County, Texas;

h. Easement and right of way granted to Magic Valley Electric Cooperative, In., a Texas Corporation, recorded in Volume 1795, Page 823, being Document No. 28503, Deed Records, Hidalgo County, Texas;

i. Easement and right of way granted to Magic Valley Electric Cooperative Inc., a Texas Corporation, recorded in Volume 1799, Page 285, being Document No. 31477, Deed Records, Hidalgo County, Texas;

j. Agricultural Use Statement dated September 16, 1993, filed September 16, 1993 under Document No. 343922, Official Records, Hidalgo County, Texas, executed by Paula K. Strait for O. E. Investments, Inc;

k. Memorandum of Lease Agreement made and entered into on September 20, 1996 by and between O. E. Investments, Inc. d/b/a McAllen Tower Company, as landlord and Sprint Spectrum L.P., as tenant, said Memorandum of Lease being filed on May 6, 1997, under Document No. 596505, Official Records, Hidalgo County, Texas;

l. Taxes for the year 1999 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, all of which taxes Grantee, by acceptance of this deed, assumes and agrees to pay.

For Grantor and Grantor's successors and assigns, in common with Grantee and Grantee's successors, a reservation of the free, uninterrupted, and perpetual use of an easement over the passageway described in this paragraph and located on the property. This easement is to be twenty (20) feet in width, the center line of which shall be the existing telephone and electrical cable leading from Rooth Road to that certain 8.52 tract owned by Grantor herein and located west of the Property herein conveyed and on which is located a microwave tower. The said 8.52 acre tract shall be the dominant estate. The purpose of the easement is to provide ingress and egress, and for the purpose of installing and maintaining electrical, telephone, and communications service, to the dominant estate from Rooth Road.

By acceptance of this deed, Grantee covenants not to undertake any improvement or change in the Property herein conveyed that will impede the natural water flow from the 8.52 acre tract west of the property herein conveyed and owned by Grantor.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and

assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

O.E. INVESTMENTS, INC.

BY: _____
Othal E. Brand, Jr.
President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on November 22, 1999, by Othal E. Brand, Jr., President of O.E. INVESTMENTS, INC., a Texas corporation, on behalf of said corporation.

MARY ALICE ISLAS
Notary Public,
State of Texas My
Comm. Exp. 06-30-2000

_____
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

AFTER RECORDING RETURN TO:
David J. Guerrero
Meyer & Guerrero, L.L.P.
308 North 15th Street
McAllen, Texas 78501

jr124-mm1320.ld

November 21, 1997

13.20 ACRES OF LAND OUT OF A 21.72 ACRE TRACT OUT OF LOT 11, BLOCK 4 AND BLOCK 2, M & M SUBDIVISION, AS RECORDED IN VOLUME 8, PAGE 20, MAP RECORDS, HIDALGO COUNTY, TEXAS.

- -

BEGINNING at a point on the East line of Block 2, for the Northeast corner of the following described tract of land; said point being in Rooth Road and located South 9 Deg. 01 Min. West, 324.97 feet from the Northeast corner of Block 2;

THENCE, with the East line of Block 2, in Rooth Road, South 9 Deg. 01 Min. West, 626.78 feet to the Southeast corner of the 21.72 acre tract, for the Southeast corner hereof;

THENCE, with the South line of the 21.72 acre tract, North 80 Deg. 13 Min. West, at 200.0 feet pass the West line of Rooth Road, at 45.0 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement and at 917.6 feet an iron pipe, for the Southwest corner hereof;

THENCE, parallel to the East line of Block 2, North 9 Deg. 01 Min. East, 626.78 feet to an iron pipe on the North line of the 21.72 acre tract, for the Northwest corner hereof;

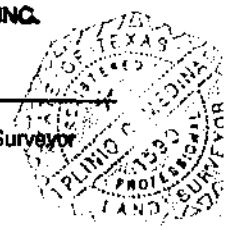
THENCE, with the North line of the 21.72 acre tract, South 80 Deg. 13 Min. East, at 872.6 feet pass an iron pipe on the West line of Magic Valley Electric Co-Op. easement, at 897.6 feet pass the West line of Rooth Road and at 917.6 feet the PLACE OF BEGINNING. Containing 13.20 acres, more or less, of which the East 20.0 feet, comprising 0.30 acre, lies in Rooth Road right-of-way.

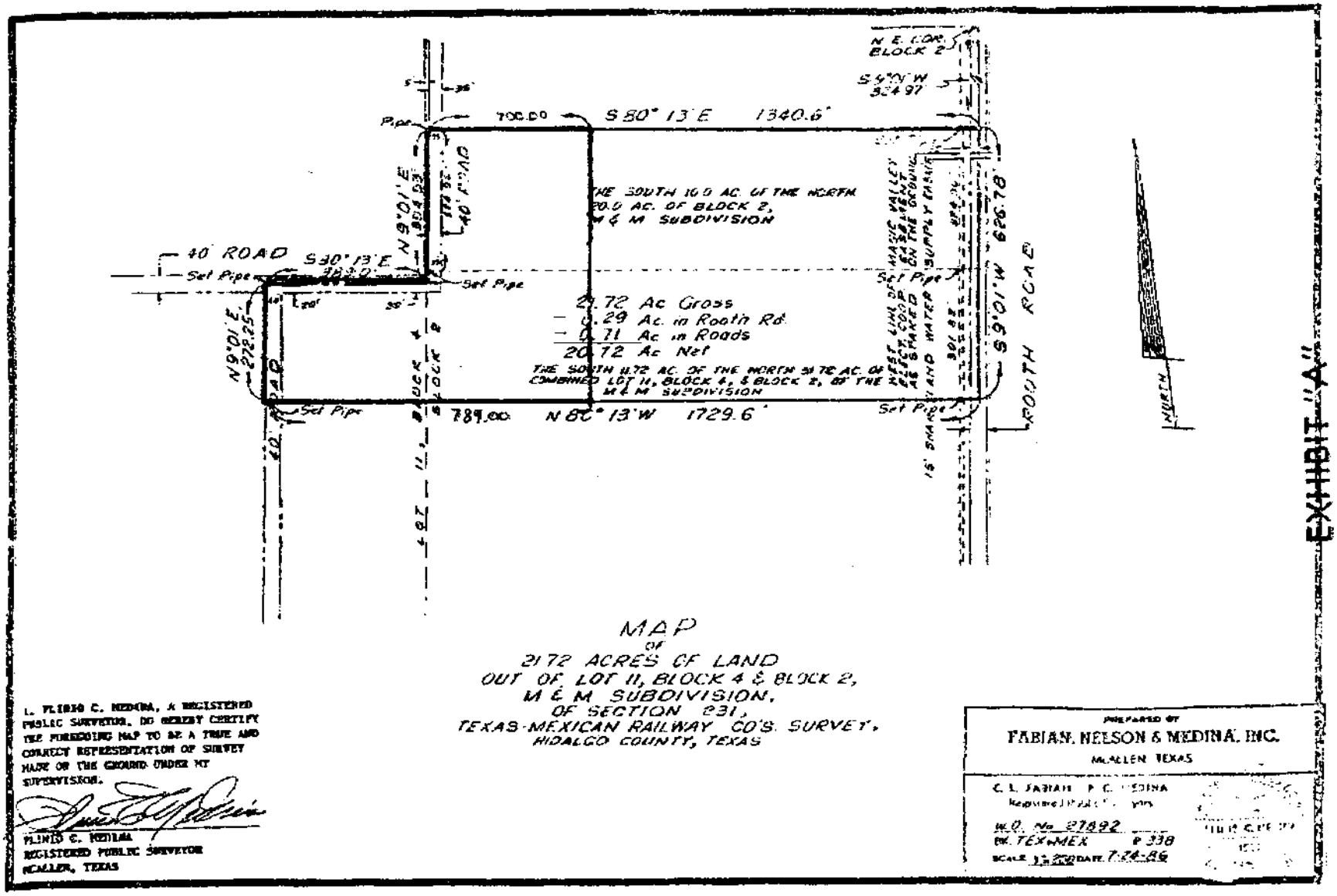
FABIAN NELSON & MEDINA, INC.

By _____

P.C. MEDINA

Registered Professional Land Surveyor





MAP
OF
21.72 ACRES OF LAND
OUT OF LOT 11, BLOCK 4 & BLOCK 2,
M & M SUBDIVISION,
OF SECTION 231,
TEXAS-MEXICAN RAILWAY CO'S. SURVEY,
HIDALGO COUNTY, TEXAS

I, FLINIO C. MEDINA, A REGISTERED PUBLIC SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A TRUE AND CORRECT REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

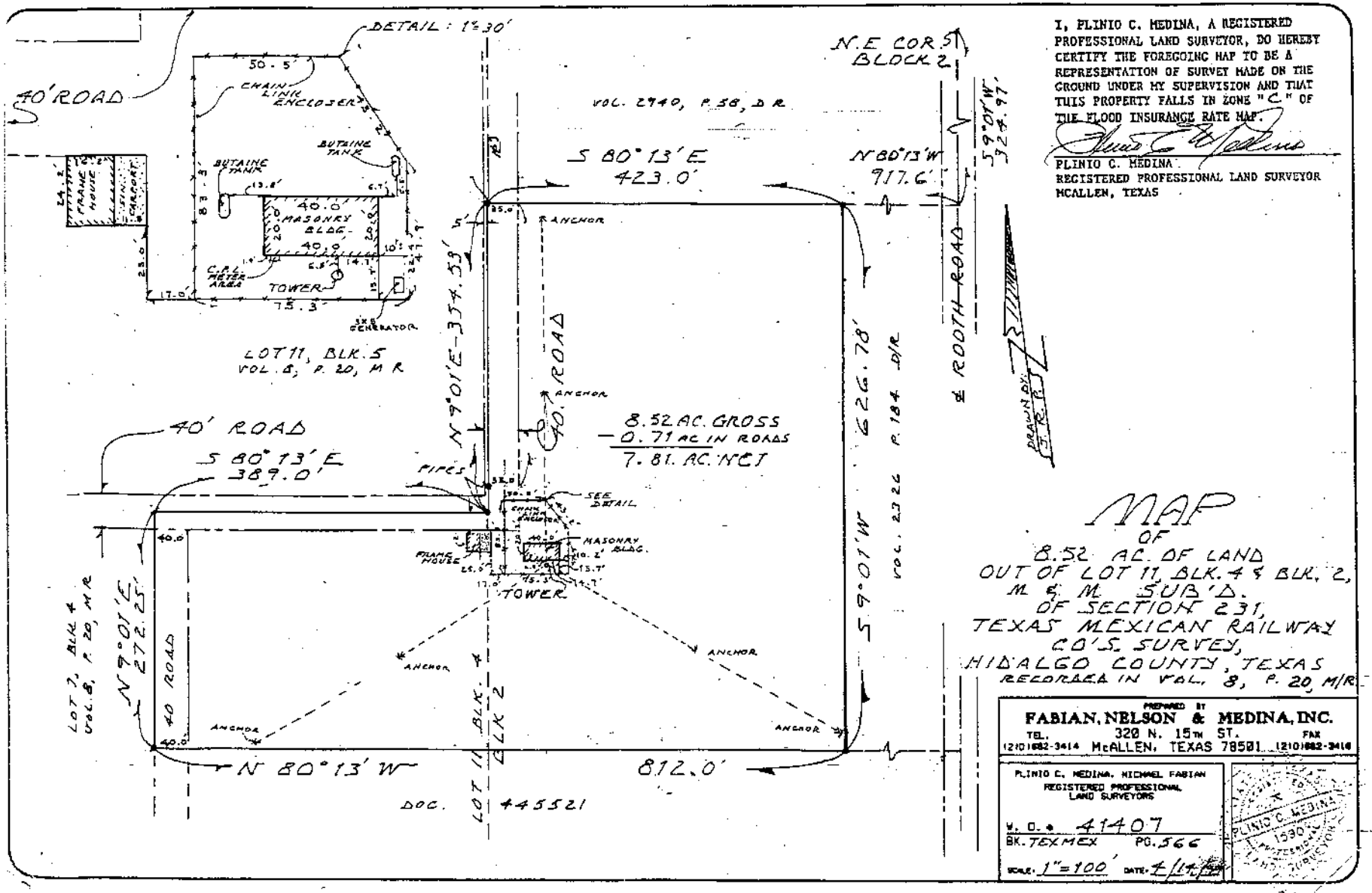
FLINIO C. MEDINA
REGISTERED PUBLIC SURVEYOR
MCALLEN, TEXAS

PREPARED BY
FABIAN, NELSON & MEDINA, INC.
McALLEN TEXAS

C. L. FABIAN P. C. MEDINA
Registered Public Surveyors

W.O. No. 27892
BK. TEX-MEX P. 338
SCALE 1" = 200' DATE 7-24-86

MAP #2 NORTH McALLEN



I, PLINIO C. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP.

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS

MAP

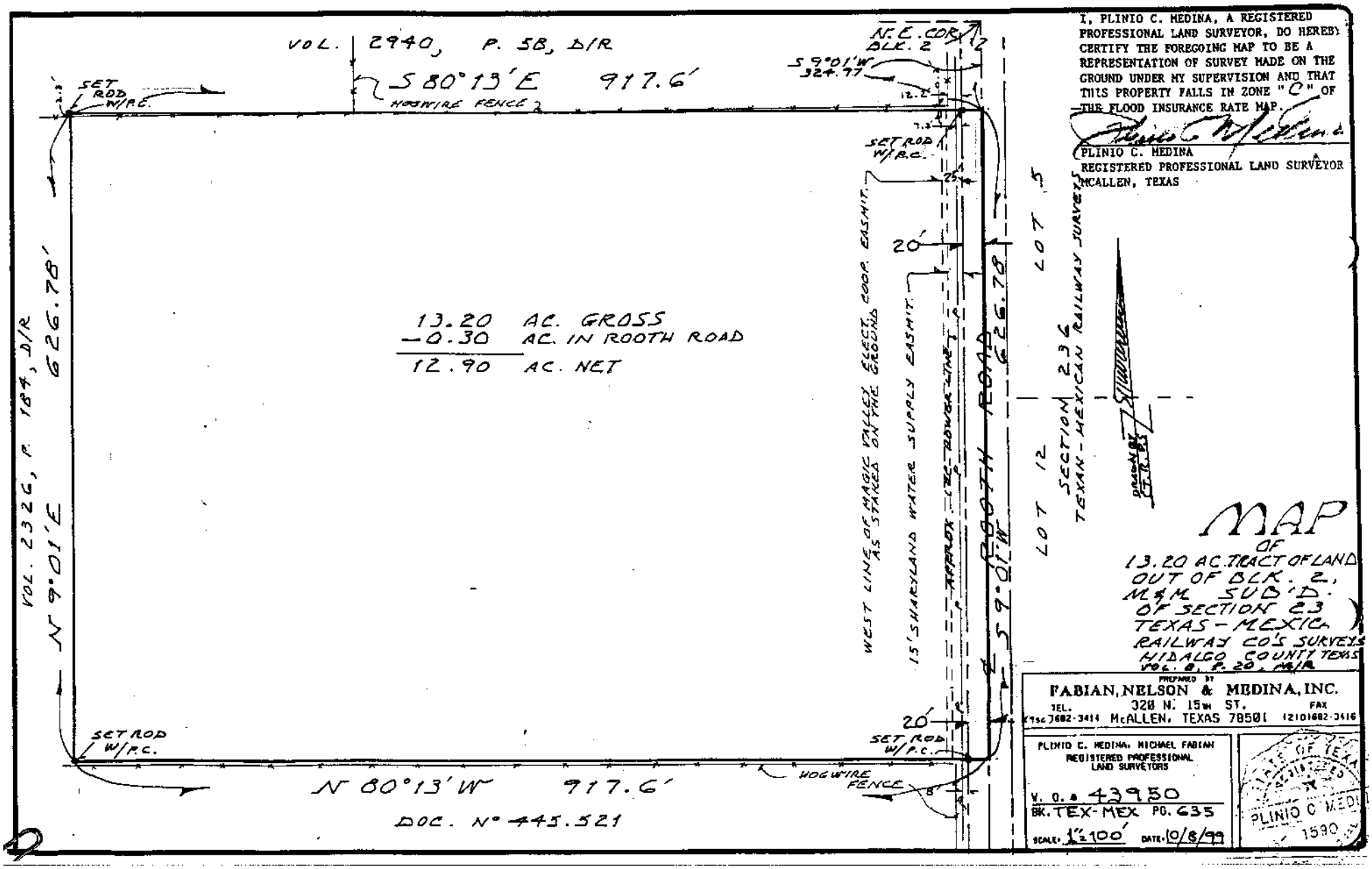
OF

8.52 AC. OF LAND
OUT OF LOT 11, BLK. 4 & BLK. 2,
M & M SUB'D.
OF SECTION 231,
TEXAS MEXICAN RAILWAY
CO'S. SURVEY,
HIDALGO COUNTY, TEXAS
RECORDED IN VOL. 8, P. 20 M/R

PREPARED BY
FABIAN, NELSON & MEDINA, INC.
TEL. (210) 682-3414
320 N. 15TH ST.
McALLEN, TEXAS 78501
FAX (210) 682-3416

PLINIO C. MEDINA, MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYORS

W. O. # 41407
BK. TEXMEX PG. 566
SCALE: 1"=100' DATE: 4/14/



I, PLINIO C. MEDINA, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING MAP TO BE A REPRESENTATION OF SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PROPERTY FALLS IN ZONE "C" OF THE FLOOD INSURANCE RATE MAP.

PLINIO C. MEDINA
REGISTERED PROFESSIONAL LAND SURVEYOR
McALLEN, TEXAS

MAP

OF

13.20 AC. TRACT OF LAND OUT OF BLK. 2, M&M SUB'D. OF SECTION 23 TEXAS-MEXICAN RAILWAY CO'S SURVEYS HIDALGO COUNTY TEXAS VOL. 8, P. 20, M/R

PREPARED BY
FABIAN, NELSON & MEDINA, INC.
320 N. 15TH ST.
McALLEN, TEXAS 78501
TEL. (956) 682-3414 FAX (210) 682-3416

PLINIO C. MEDINA, MICHAEL FABIAN
REGISTERED PROFESSIONAL LAND SURVEYORS

V. O. # 43950
BK. TEX-MEX PG. 635
SCALE: 1"=100' DATE: 10/8/99

STATE OF TEXAS
REGISTERED
PLINIO C MEDINA
1590

Equipment to be installed at tower site:

Hidalgo County Sheriff's 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 helix 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.

Two Macom transmitter's serial numbers 98775246 and 98775247
Two V.H.F. Duplexors serial numbers 311-6142-A and 55412-A
One transmit antenna combiner
One Motorola MSR-2000 serial number 482CRG0227
One data radio transmitter serial number 12343

Premises:

Tower Space(s) at the elevation of 480, 480, 400, 275 feet on 480' transmission tower located at Latitude 26degrees 20minutes and 26 seconds, and Longitude 98degrees 13minutes and 58seconds, together with the nonexclusive 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 equimpent shelter space to house Lessee's transmission, reception and rebroadcast equipment in and around the equipment building located on the property.

Frequencies:

-TX155.625	-TX155.730	-TX155.370	-TX453.100
RX154.770	RX154.815	RX154.950	RX458.100
		RX155.370	

OE Investments acknowledges that the awarded bidder shall adhere to the following insurance requirements: Property insurance shall provide that any proceeds for loss or damage to building or to improvements shall be payable solely to Lessor, which sum shall be used by Lessor for repair and restoration purposes. Certificates of insurance shall be submitted to Hidalgo County for approval prior to rental services being performed by Lessor hereunder. Bidder shall maintain liability insurance on the building

as described and listed in: Insurance Requirements: See exhibit "C" attached. Plus also insure building for fire, accident and natural disaster; the award of the bid will be evidenced by a written lease agreement in a form acceptable to Hidalgo County.

Term: The term of the lease contract will be for a period of One (1) year. Hidalgo County may in it's sole discretion elect the option to extend the contract for Nine (9) additional One (1) year terms.

EXHIBIT "B"
VENDOR'S BID

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID NO.: 2011-026-01-12-ERT

Original

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

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

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	O.E. Investments, Ltd.
Address:	P.O. Box 4408, McAllen, TX 78502
By:	
Printed Name:	Othal E. Brand, Jr.
Title:	President & CEO

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY SHERIFF'S OFFICE
"LEASE OF TOWER SPACE"
BID No: 2011-026-01-12-ERT
Bid Opening Date: JANUARY 12, 2011 at 9:30 AM

Note: Vendor must provide bid on initial term including all renewal terms.

Initial 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,200.00
Total cost for 1st term of 1 year (12 months)	$26,400.00
Below are the Renewal Options – nine (9) one (1) year terms	
2nd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,310.00
Total cost for 2nd term of 1 year (12 months)	$27,720.00
3rd 1 year term:	
Description	**Bid Amount**
Total cost per month	$2,425.50
Total cost for 3rd term of 1 year (12 months)	$29,106.00
4th 1 year term:	
Description	**Bid Amount**

Total cost per month	$2,546.78
Total cost for 4th term of 1 year (12 months)	$30,561.30

5th 1 year term:

Description	**Bid Amount**
Total cost per month	$2,674.11
Total cost for 5th term of 1 year (12 months)	$32,089.37

6th 1 year term:

Description	**Bid Amount**
Total cost per month	$2,807.82
Total cost for 6th term of 1 year (12 months)	$33,693.84

7th 1 year term:

Description	**Bid Amount**
Total cost per month	$2,948.21
Total cost for 7th term of 1 year (12 months)	$35,378.53

8th 1 year term:

Description	**Bid Amount**
Total cost per month	$3,095.62
Total cost for 8th term of 1 year (12 months)	$37,147.46

9th 1 year term:

Description	Bid Amount
Total cost per month	$3,250.40
Total cost for 9th term of 1 year (12 months)	$39,004.83

10th 1 year term:

Description	Bid Amount
Total cost per month	$3,412.92
Total cost for 10th term of 1 year (12 months)	$40,955.07

Grand Total

Description	Bid Amount
Total Cost for 10 years (120 months)	$332,056.40
FCC Antenna Site Registration #	1062608

9:40
1-12-2010

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: O.E. Investments, Ltd.

ADDRESS: P.O. Box 4408, McAllen, TX 78502

CITY/STATE/ZIP CODE: McAllen, TX 78502

PHONE & FAX NO'S: (956) 793-0103, FAX: (956) 631-2334

CELLULAR NO: (956) 793-0103

E-MAIL ADDRESS: Obrand@rioplexwireless.com

AUTHORIZED SIGNATURE:

PRINTED NAME: Othal E. Brand, Jr.

TITLE President & CEO

Mr. Trevino,

I confirm the way you calculated is True and correct as stated in your February 03, 2011 E-mail.

Othal Beard Jr.

Eric Trevino

From: Eric Trevino [eric.trevino@co.hidalgo.tx.us]
Sent: Friday, February 04, 2011 2:17 PM
To: 'leticia.saenz@co.hidalgo.tx.us'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space
Attachments: img-114105515-0001.pdf; cert of insurance.pdf

Letty,
This is the emails I have been sending to the vendor. Vendor just needs to confirm that he meant to put these numbers below on the bid page. Vendor charged us 8 pennies more that what he meant on the GRAND TOTAL. Also, vendor needs to update workers comp and to add the clause to the description that says COUNTY SHALL BE ADDIONALLY INSURED..... THAT'S IT.

-----Original Message-----
From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Thursday, February 03, 2011 1:37 PM
To: 'eddie@ez4congress.com'
Cc: 'ezamora@rioplexwireless.com''; 'obrand@rioplexwireless.com'
Subject: FW: Bid HC Sheriff's Office - Lease of Tower Space

Hello,
1. As of right now you have been recommended by the Hidalgo County Sheriff's Office.

2. Attached is your bid page,
All we can change is the calculated amounts (when multiplied by 12 months) not the actual amount that you mentioned for each month. All I would need from you is to CONFIRM that the figures below are correct. This would give us a grand total of $332,056.32 for 10 years. Please email me confirming these amounts as soon as possible in order to proceed.

Year 1: $26,400.00
Year 2: $27,720.00
Year 3: $29,106.00
Year 4: $30,561.36
Year 5: $32,089.32
Year 6: $33,693.84
Year 7: $35,378.52
Year 8: $37,147.44
Year 9: $39,004.80
Year 10: 40,955.04

GRAND TOTAL: $332,056.32

3. I also need for you to UPDATE the workers comp insurance since it expired on last month (Attached is the insurance form you submitted).

Once I receive this then Hidalgo County can proceed for AWARDING.
Thank you so much Mr. Brand. At this point you are the only vendor who meets the specifications. Thank you so much gentlemen.

-----Original Message-----
From: Eric Trevino [mailto:eric.trevino@co.hidalgo.tx.us]
Sent: Wednesday, January 19, 2011 3:38 PM
To: 'eddie@ez4congress.com'

EXHIBIT "C"

INSURANCE CERTIFICATE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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

PRODUCER
Shepard Insurance Agency
P O Box 4288
5801 N 10th #300
McAllen, TX 78502

CONTACT NAME:
PHONE (A/C, No, Ext): 956.686.3888 FAX (A/C, No): 956.682.5650
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURED
O. E. Investments, Ltd.
P.O. Box 4408
McAllen, TX 78502

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Essex Ins Co	
INSURER B:	Texas Mutual Insurance Company	0060
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: Master 2010-2012 REVISION NUMBER:

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			CL420912456	01/18/2011	01/18/2012	EACH OCCURRENCE	$ 1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Excluded
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Excluded
	[ ] POLICY [ ] PRO-JECT [ ] LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS						BODILY INJURY (Per accident)	$
	[ ] SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$
	[ ] HIRED AUTOS							$
	[ ] NON-OWNED AUTOS							$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DEDUCTIBLE							$
	[ ] RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			TSF0001208277	01/28/2011	01/28/2012	WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Tower Located at: FM 1925 & Rooth Rd. Edinburg, Texas 78539

Additional insured in favor of certificate holder as pertains to General Liability & Business Auto
30 Day notice of cancellation as pertains to Workers Compensation Policy

CERTIFICATE HOLDER

Hidalgo County
2812 S. Bus. Hwy 281
Ediburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Kent Shepard

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Leticia Saenz

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 5:17 PM
To: 'leticia saenz'
Subject: FW: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, March 16, 2011 5:05 PM
To: 'Martha Salazar'
Subject: RE: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO

The lease is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 4:37 PM
To: 'Steve Crain'
Cc: 'leticia saenz'
Subject: FW: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO
Importance: High

Mr. Crain:

Same subject as just sent, however with dates corresponding to CC meeting of Monday not Tuesday.

Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 4:35 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: FW: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO
Importance: High

Ms. Marty-

Here's lease agreement with correct date and contract #. Please forward to Mr. Crain for his blessing.

Thank you.

P.S. Monica said yes to placing the item on the agenda for next.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539
(956) 292-7000 x-4861 fax (956) 318-2629

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 4:29 PM
To: 'Steve Crain'
Cc: 'leticia saenz'
Subject: FW: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO
Importance: High

Mr. Crain:
Please review and comment as to form. Want to place on CC meeting of Monday, March 21 2011.
Marty

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Wednesday, March 16, 2011 4:26 PM
To: 'Martha Salazar'
Cc: 'Darlene Betancourt'
Subject: Review&Approval of Conract #C-11-326-03-22- O E Investments Ltd-HCSO
Importance: High

Ms. Marty-

Please forward to legal counsel for review and approval as to form the attached contract# C-11-326-03-22 with O E Investments Ltd for the Tower Space in the City of Edinburg for the Hidalgo County Sheriff's Office.

Please advise. Also, please note that I will place on the next CC agenda for final approval of the contract.

Thank you.

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department
2802 South Business Hwy. 281
Edinburg, Texas 78539

(956) 292-7000 x-4861 fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

MEMORANDUM

TO: **ALL DEPARTMENT HEADS – HIDALGO COUNTY SHERIFF'S OFFICE**

FROM: Eric Trevino, Buyer II
Hidalgo County Purchasing Department

DATE: January 19, 2011

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2011-026-01-12-ERT
HIDALGO COUNTY SHERIFF'S OFFICE - "LEASE OF TOWER SPACE".

Attached you will find copies of the bids responses received for the above referenced project. Please review and reply with your recommendation. We need to present your recommendation on the Commissioner's Court Meeting, therefore, we would like to have your response on or before the following deadline.

Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Dept. **via fax to (956) 292-7612 or email it to eric.trevino@co.hidalgo.tx.us by no later than January 26, 2011 by noon in order to place this item on the agenda for Commissioners Court Meeting.**

If you should have any questions or need additional information please contact me at (956) 318-2626 ext.4882

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.) O. E. Investments	Vendor meeting all specifications &
2.)	
3.)	
Budget account # -	

A. Martinez Hidalgo County Sheriff's Office 1-31-11

Authorized Signature Printed Name Department Date

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE	
BID OPENING DATE: January 12, 2011	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "LEASE OF TOWER SPACE"	
BID NO: 2011-026-01-12-ERT	**BUYER: ERIC TREVINO**

NAME OF COMPANY	GRAND TOTAL BID AMOUNT FOR 10 YEARS
O.E. Investments, Ltd. **McAllen, TX**	**$ 332,056.32**
RGV Towers, LLC **McAllen, TX**	$154,800.00 **DOES NOT MEET SPECIFICATIONS AS TO SHERIFF'S OFFICE REQUIRED COORDINATES**

AI-25773 **21.D.**

Claim of Arguindegui Oil Company

CC REGULAR

Date:	03/21/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Closed Session

Information

CAPTION

Claim of Arguindegui Oil Company

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 07:44 AM	APRV
2	Auditor's Office	Arcilia Duran	03/16/2011 10:40 AM	APRV
3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/16/2011 07:38 AM

Final Approval Date: 03/16/2011

AI-25787 **21.E.**

Claim of Eduardo Bazan

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Claim of Eduardo Bazan

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Budget & Management	Erika Zamora	03/16/2011 10:07 AM	APRV
2	Auditor's Office	Arcilia Duran	03/16/2011 10:40 AM	APRV
3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Monica Badillo — Started On: 03/16/2011 09:33 AM

Final Approval Date: 03/16/2011

AI-25792 **21.F.**

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

BACKGROUND

Fiscal Impact

Attachments

No file(s) attached.

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3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Monica Badillo — Started On: 03/16/2011 09:48 AM

Final Approval Date: 03/16/2011

AI-25798 **21.G.**

CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, et.al

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Closed Session

Information

CAPTION

CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, 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	03/16/2011 12:05 PM	APRV
2	Auditor's Office	Arcilia Duran	03/16/2011 12:54 PM	APRV
3	Purchasing Department	Marty Salazar	03/16/2011 01:31 PM	APRV

Form Started By: Monica Badillo — Started On: 03/16/2011 10:51 AM

Final Approval Date: 03/16/2011

AI-25774 **22.D.**

Claim of Arguindegui Oil Company

CC REGULAR

Date:	03/21/2011
Submitted By:	Aida Alvarez, SAFETY DIVISION
Submitted For:	Valde Guerra
Department:	SAFETY DIVISION
Agenda Category:	Open Session

Information

CAPTION

Claim of Arguindegui Oil Company

BACKGROUND

Fiscal Impact

Attachments

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3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Aida Alvarez — Started On: 03/16/2011 07:40 AM

Final Approval Date: 03/16/2011

AI-25790 **22.E.**

Claim of Eduardo Bazan

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Claim of Eduardo Bazan

BACKGROUND

Fiscal Impact

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3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Monica Badillo — Started On: 03/16/2011 09:34 AM

Final Approval Date: 03/16/2011

AI-25793 **22.F.**

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

Cause No. C-806-07-F; Nicolas Cantu v. Hidalgo County

BACKGROUND

Fiscal Impact

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3	Purchasing Department	Marty Salazar	03/16/2011 10:45 AM	APRV

Form Started By: Monica Badillo — Started On: 03/16/2011 09:48 AM

Final Approval Date: 03/16/2011

AI-25799 **22.G.**

CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, et.al

CC REGULAR

Date:	03/21/2011
Submitted By:	Monica Badillo, EXECUTIVE OFFICE
Department:	EXECUTIVE OFFICE
Agenda Category:	Open Session

Information

CAPTION

CL-11-0808-A; Sergio Flores & Juana M. Flores v. Leal Investments, LLC, J.P. Pct. 3, Pl. 2, Hidalgo County, et.al

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Form Started By: Monica Badillo — Started On: 03/16/2011 10:53 AM

Final Approval Date: 03/16/2011